

1 **BEFORE THE CITY OF SEATTLE**
2 **CIVIL SERVICE COMMISSION**

3 In the matter of the appeal of

4 **BARAKA BROWN**
5 Appellant

6 V.

7 **SEATTLE PARKS AND RECREATION**
8 **(PKS)**
9 Respondent

DISMISSAL ORDER

CSC no. 25-01-005A

10 On February 15, 2025, the Appellant filed a timely appeal with the Civil Service
11 Commission (CSC) of a two-day disciplinary suspension issued by Seattle Parks and
12 Recreation (PKS). The first prehearing conference was held on April 22, 2025.

13 On October 10, 2025, Molly Daily, Assistant City Attorney representing the
14 department, notified the Commission by email that the parties had reached a settlement
15 agreement. On October 31, 2025, the Appellant informed the Commission that he would not
16 withdraw his appeal until a revised disciplinary letter (Results of Loudermill) was issued that
17 matched the language in the settlement agreement, reducing the two-day suspension to a
18 written warning.

19 On November 21, 2025, the Appellant notified the Commission that the parties had
20 resolve their disagreement on the language and that he had received the final version of the
21 revised Results of Loudermill. The parties stipulated to the settlement agreement, and the
22 Appellant signed and submitted the Voluntary Withdrawal and Settlement Agreement
23 executed by the parties, pursuant to CSC Rule 5.22 E.1–3.

The hearing that was to be conducted December 8–10, 2025, has been canceled.
CSC Rule 5.22.C provides that an appellant may withdraw their appeal prior to hearing.

1 **ORDER**

2 Having considered the stipulated settlement agreement and the Appellant's request to
3 withdraw the appeal, it is hereby ordered that the Appellant's appeal is **dismissed**.

4
5 Dated this 2nd day of December 2025

6
7 FOR THE CITY OF SEATTLE CIVIL SERVICE COMMISSION

8 *Andrea Scheele*

9
10 Andrea Scheele, Executive Director

1
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9 **(PKS)**
Respondent

DECLARATION OF SERVICE

CSC no. 25-01-005A

10 I, Teresa Jacobs, declare under penalty of perjury under the laws of the State of Washington
11 that on the date below, I caused to be served upon the below-listed parties, via email, a true
12 and correct copy of the foregoing document: **Dismissal Order.**

Party	Method of Service
Appellant: Baraka Brown c/o Thomas Noud [REDACTED]	<input checked="" type="checkbox"/> E-Mail
Respondent: Seattle Parks and Recreation c/o Molly Daily, Assistant City Attorney, Law Molly.Daily@seattle.gov Bibi Shairulla, Legal Assistant, Law Bibi.Shairulla@seattle.gov Tiffany Headington, Paralegal, Law Tiffany.Headington@seattle.gov Kimberly Loving, Director, SHR Kimberly.Loving@seattle.gov	<input checked="" type="checkbox"/> E-Mail

23 DATED: December 2, 2025 at Seattle, Washington

Teresa Jacobs

Teresa Jacobs, Executive Assistant
Civil Service Department

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between the City of Seattle, Seattle Parks and Recreation (“SPR”), and Baraka Brown (collectively “the Parties”).

RECITALS

- A. On November 27, 2024, Baraka Brown received a two-day suspension for violations of the City of Seattle Personnel Rules and SPR’s Workplace Expectations for Everyone relating to interactions he had with his supervisor, Matthew Look, and patron Yutaro Maki on February 22, 2024. Mr. Brown has served his two-day suspension.
- B. Pursuant to Personnel Rule 1.4, Mr. Brown grieved his suspension to the Seattle Department of Human Resources (“SDHR”). On or about January 24, 2025, SDHR Director Kimberly Loving issued a Grievance Report, in which she determined that SPR did not improperly apply or otherwise violate Seattle Municipal Code Chapter 4.04 or the Personnel Rules.
- C. SPR denied Mr. Brown’s grievance on January 31, 2025.
- D. On February 13, 2025, Mr. Brown filed an appeal with the Civil Service Commission, CSC No. 25-01-005A (the “CSC Appeal”). In the CSC Appeal, Mr. Brown contended, inter alia, that SPR lacked just cause to issue the discipline and that his conduct was not major misconduct for purposes of Personnel Rule 1.3.
- E. SPR contends that it had just cause to issue the two-day suspension and that Mr. Brown’s policy violations constituted major misconduct. SPR denies any wrongdoing.
- F. Mr. Brown contends that SPR lacked just cause for issuing the two-day suspension and does not make any admissions of wrongdoing or major misconduct.
- G. The Parties now desire to enter into this Settlement Agreement in order to fully settle all claims which are, or might have been, asserted by Mr. Brown in connection with the CSC Appeal and regarding the two-day suspension.

AGREEMENT

The Parties agree as follows:

- 1. Non-precedential.** This Settlement Agreement is non-precedential and entered into to resolve the specific disputes identified in the CSC Appeal. As such, this Settlement Agreement shall not be used for anything other than enforcement of the terms specifically set forth herein. The Parties agree that this discipline will not be used as comparable discipline in future disciplinary actions involving employees other than Mr. Brown. Nothing in this Settlement Agreement may

*Settlement Agreement
City of Seattle and Baraka Brown*

be considered in any way to be an indication of how the City of Seattle Personnel Rules or SPR's Workplace Expectations for Everyone will be interpreted in the future.

2. Compromise of Disputed Claims. This Settlement Agreement is a compromise of disputed claims. SPR does not admit wrongdoing and does not concede its position regarding the CSC Appeal. Mr. Brown does not admit any violation or wrongdoing. This Agreement and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability for damage or wrongdoing, such liability being expressly denied.

3. Full and Binding Settlement. This Settlement Agreement shall be a fully binding and complete settlement of Mr. Brown's CSC Appeal.

4. Agreement by SPR. In consideration for the agreements by Mr. Brown in paragraph 5 below, SPR agrees to the following:

- A. Reduction of Discipline.** The 2-day suspension issued to Mr. Brown on November 27, 2024, will be reduced to a written reprimand.
- B. Limitations on Use of Discipline.** Provided Mr. Brown has received no further or additional discipline in the intervening period, this written reprimand may not be used for purposes of progressive discipline after November 27, 2026, other than to show notice of any rule or policy at issue.
- C. Payment to Mr. Brown.** Mr. Brown will be compensated for two days of pay at the rate that he would have been paid at the time he served his suspension. This payment will be made no later than 30 days after both SPR and Mr. Brown have signed this Agreement.

5. Agreements by Mr. Brown. In consideration for the agreements by SPR in paragraph 4 above, Mr. Brown agrees to the following:

- A. Dismissal of CSC Appeal.** Mr. Brown agrees to voluntarily dismiss the CSC Appeal.
- B. Release of Claims Related to the CSC Appeal.** Mr. Brown accepts this Settlement Agreement as full resolution and settlement of the issues raised in the CSC Appeal. He hereby permanently releases SPR from any further claims or grievances that relate to the November 27, 2024, discipline giving rise to his CSC Appeal.
- C. Payment to Yutaro Maki.** Without admitting any fault or causation, Mr. Brown agrees to pay Yutaro Maki \$45.00 as compensation for a damaged ball hopper. No later than 30 days after both Mr. Brown and SPR have signed this Agreement, Mr. Brown shall deliver to Johnnie Williams a check made out to Mr. Maki in this amount of \$45.00.

Mr. Brown shall deliver to Johnnie Williams a check made out to Mr. Maki in this amount of \$45.00.

6. **Full Resolution.** The parties agree that this Agreement fully and completely resolves all issues associated with the CSC Appeal identified herein.

CITY OF SEATTLE

By:  By: _____
Baraka Brown

Desirée Tabares, HR Director
Seattle Parks and Recreation

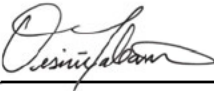
Date Signed: 10/11/2025

Date Signed: _____

6. Full Resolution. The parties agree that this Agreement fully and completely resolves all issues associated with the CSC Appeal identified herein.

CITY OF SEATTLE

By: _____
Baraka Brown

By:  _____
Desirée Tabares, HR Director
Seattle Parks and Recreation

Date Signed: _____

Date Signed: 10/14/2025


Brown Settlement Agreement_Final


Final Audit Report

2025-10-14

Created:	2025-10-14 (Pacific Daylight Time)
By:	Desiree Tabares (DESIREE.TABARES@SEATTLE.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8QvIZ-vc6emhDHIQBGYXk5c3XHfzjCvQ

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