



CITY OF NEW ORLEANS

DEPARTMENT OF CITY CIVIL SERVICE
SUITE 900 – 1340 POYDRAS ST.
NEW ORLEANS LA 70112
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CITY CIVIL SERVICE COMMISSION
BRITTNEY RICHARDSON, CHAIRPERSON
JOHN KORN, VICE-CHAIRPERSON
MARK SURPRENANT
RUTH WHITE DAVIS
ANDREW MONTEVERDE

AMY TREPAGNIER
DIRECTOR OF PERSONNEL

Wednesday, January 14, 2026

Mr. Zachary Shepherd
2540 Severn Ave., Suite 400
Metairie, LA 70002

Re: **Jason Affolder VS.**
Department of Fire
Docket Number: 9795

Dear Mr. Shepherd:

Attached is the action of the Civil Service Commission at the Commission's meeting on Wednesday, 1/14/2026.

Yours very truly,

A handwritten signature in blue ink that reads "Doddie K. Smith".

Doddie K. Smith
Chief, Management Services Division

cc: Roman Nelson
Max V. Camp
Jason Affolder
file

IN RE: Jason Affolder v Department of Fire

Docket No: 9795 - Civil Service Commission

ORDER

Before the Commission was a motion by the Parties for the Commission to approve a settlement agreement reached by the parties. Upon consideration, the Commission finds that Parties have reached an amicable resolution which is attached hereto. Therefore:

The Parties' motion is hereby GRANTED.

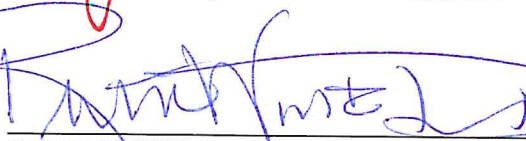
Judgment rendered this 14th day of January, 2026

CITY OF NEW ORLEANS CIVIL SERVICE COMMISSION

YEA:


BRITTNEY RICHARDSON, CHAIRPERSON


JOHN H. KORN, VICE-CHAIRPERSON


RUTH WHITE DAVIS, COMMISSIONER


ANDREW MONTEVERDE, COMMISSIONER

CITY OF NEW ORLEANS CIVIL SERVICE COMMISSION

STATE OF LOUISIANA

JASON AFFOLDER

VERSUS

NEW ORLEANS FIRE DEPARTMENT (NOFD)

DOCKET NO. 9795

SETTLEMENT AGREEMENT

NOW COME the parties – Appellant, Jason Affolder (“FF Affolder”), and the Appointing Authority New Orleans Fire Department (the “NOFD”), through their undersigned counsel – who represent that they have agreed to resolve the above-captioned matter prior to and in lieu of proceeding with the hearing scheduled for December 18, 2025, pursuant to Civil Service Rule II, Section 6.7.

Specifically, NOFD has agreed to:

1. Modify the disciplinary action issued on October 28, 2025 from a termination to a 120-calendar-day suspension, beginning from the initial September 11, 2025 emergency suspension, with a return date of January 9, 2026, for the charged violation of GEN-014-21-SOP and the impact of this violation on the operations of NOFD;
2. Reinstate FF Affolder to his previous fire station and position upon his return to duty;
3. Update NOFD’s communication to the Louisiana Bureau of EMS to correct: (i) FF Affolder’s discipline is a suspension, and (ii) he will be in good standing for all purposes related to his employment upon his return on January 9, 2026; and
4. Finally, correct FF Affolder’s personnel file to reflect modification of the termination to a suspension.

In consideration of NOFD's terms of resolution as detailed herein, the Appellant agrees to:

1. Withdraw his appeal in the above-captioned matter; and
2. Completely release and forever discharge the Appointing Authority and the City, its past and present employees, executives, officers, predecessors and successors in interest of and from any and all past, present or future claims, appeals, demands, obligations, actions, causes of action, wrongful death claims, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, including, without limitation, any and all known or unknown claims for injury or damage to persons or property of any kind whatsoever, or which have resulted or may result from the alleged acts or omissions of the City, the Appointing Authority, and any City employee or official on account of or in any way arising from the disciplinary actions and any other adverse employment actions that are the subject of Appellant's appeals to the New Orleans Civil Service Commission in Docket Numbers 9795.

NOFD and FF Affolder (the "Parties") agree that any action, suit, or other proceeding arising out of a breach of this Agreement should be brought in the Orleans Parish Civil District Court for the State of Louisiana.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Louisiana.

The Parties agree that nothing in this Agreement or the negotiation process shall be construed as an admission or evidence of liability under any federal, state, or municipal law. This Agreement is not an admission by any Party, or any current or former officer or employee of the City, that any person has engaged in any unconstitutional, illegal, or otherwise improper activities or conduct.

The Parties agree that this Agreement constitutes a single, integrated written agreement expressing the entire agreement of the Parties hereto relative to the subject matter hereof, and that all prior discussions and negotiations have been, and are, merged and integrated into, and are superseded by, this Agreement.

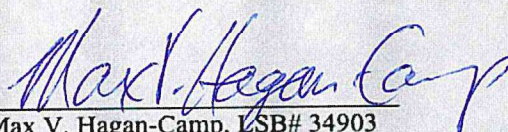
WHEREFORE, Appellant Jason Affolder and the Appointing Authority, through their undersigned counsel, request that this Agreement, reached prior to the scheduled Civil Service hearing, be entered into the record and be presented to the New Orleans Civil Service Commission for acknowledgment at its next scheduled meeting.

Respectfully Submitted:



Zachary L. Shepherd
2450 Severn Avenue, Suite 400
Metairie, LA 70002
Email: zshepherd@ruspclaw.com
Telephone: (504) 885-9994
Counsel for Jason Affolder

Date: 12/16/2025



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1300 Perdido Street, Room 5E03
New Orleans, LA 70112
Email: mvcamp@nola.gov
Telephone: (504) 658-9816
Counsel for the Appointing Authority, NOFD

Date: 12/17/2025

ACCEPTED:


Jason Affolder

Date: 12/17/25