

BARBARA MAUHAR v. CITY OF MILWAUKEE

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as "Settlement Agreement and General Release," "Settlement Agreement," or "Agreement") is made and entered into for and in consideration of the commitments set forth herein by and between BARBARA MAUHAR (hereinafter referred to as "Complainant"), and the CITY OF MILWAUKEE (hereinafter referred to as "Respondent" or "City").

WHEREAS, Complainant filed a complaint with the State of Wisconsin, Department of Workforce Development, Equal Rights Division (ERD) and the United States Equal Employment Opportunity Commission (EEOC), ERD Case Number CR200902754 and EEOC Case Number 26G200901574C, alleging, among other things, discrimination on the basis of sex and disability and on the basis of opposition to discrimination with respect to her employment at the City of Milwaukee; and

WHEREAS, Respondent answered the complaints and denies any and all liability or wrongdoing; and

WHEREAS, the parties wish to resolve the expense and disruption of litigation between them by amicably entering into this full and final settlement;

NOW, THEREFORE, in consideration of their mutual promises as set forth herein and with the intent to be mutually and legally bound hereby, the parties covenant and agree as follows:

1. This Settlement Agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.

2. Except as specified in paragraph 3, below, Complainant, for herself, her heirs, personal representatives, executors, administrators, successors, agents, and assigns, to the maximum extent permitted by law, does hereby release and forever discharge the Respondent, and all departments, officers, employees, and agents thereof, and their successors, from any and all manner of action or actions, cause or causes of action, suits, debts, covenants, contracts, agreements, judgments, executions, claims, demands, and expenses (including attorneys' fees and costs) whatsoever in law or equity, that she has had, now has, or may presently have against the City for or by reason of any transaction, matter, cause, or thing whatsoever up to the date of this Settlement Agreement, whether based upon tort, express or implied contract, or any federal, state, or local law, statute, or regulation, specifically including, but not limited to, any and all claims under Title VII of the Civil Rights Act of 1964, as amended, the Fair Labor Standards Act of 1938, as amended, the Federal Rehabilitation Act of 1973, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, as amended, the federal and state Family and Medical Leave Acts, the Wisconsin Municipal Employment Relations Act, the First or Fourteenth Amendments to the United States Constitution, the Wisconsin Fair Employment Act, and any other applicable statute or authority of law, including common law principles, providing a cause of action as to her employment with the City, including, without limitation, any claims that have arisen or could arise out of or be connected to the facts, issues, or allegations made or referred to in ERD Case Number CR200902754 and EEOC Case Number 26G200901574C and any claims of retaliation or discrimination of any kind up to the date of this Agreement.

3. The parties acknowledge that this Settlement Agreement and release shall have no effect upon, or release, claims by Complainant for worker's compensation benefits, if any, concerning her employment with the City of Milwaukee, and shall have no effect upon, or act as

a release with respect to, Complainant's rights, if any, under the terms of, and subject to the procedures of, the Employees' Retirement System of the City of Milwaukee (hereinafter "ERS"), to the extent such rights are enforceable in an action involving solely Complainant and the ERS or its Board and Chapter 36 of the Milwaukee City Charter. Without any limitation by enumeration, this paragraph is not intended and shall not be construed to allow any allegation or claim by Complainant to or against either the ERS, its Board, or the City (or any Board or City agent, officer, elected official, or employee), in any legal forum (including ERS proceedings), that her last day as an active City employee was other than November 6, 2008, that she was not on a succession of final, unpaid leaves of absence from the City from November 7, 2008 through February 15, 2009, or that her removal from active employment effective November 7, 2009, placement on her final leaves of absence from November 7, 2008 through February 15, 2009, and the non-renewal of her final period of unpaid leave of absence effective February 16, 2009, were not lawful and permissible actions on the part of the City (or its agents, officers, elected officials, or employees).

4. The parties to this Settlement Agreement understand that, except as stated in paragraph 3 herein, this Agreement represents, without limitation and to the fullest extent permitted by law, a complete release of any and all claims or potential claims by Complainant against the City arising out of her employment by the City and her separation from such employment, up to the date of this Agreement.

5. Complainant agrees to execute requests to withdraw and/or stipulations to dismiss ERD Case Number CR200902754 and EEOC Case Number 26G200901574C with prejudice and without further costs upon approval of this Settlement Agreement by the Common Council. Complainant further agrees to execute any other documents that may be required to completely

dismiss any claims, complaints, or actions against the Respondent concerning the allegations raised in the ERD and EEOC complaints and any other actions by her against the City pending in any forum, except for actions, if any, as specified in paragraph 3 of this Agreement.

6. Complainant agrees not to seek or reapply for employment with the City of Milwaukee at any time in the future.

7. In consideration of the promises made by Complainant herein and the releases, discharges, and dismissals of all claims against the City as provided in paragraphs 2 through 5, above, the City of Milwaukee will pay a total of Twelve Thousand and no/100 Dollars (\$12,000.00) to the Complainant, said payment to be made within 30 days after the Common Council's resolution to approve this Settlement Agreement becomes final.

8. With respect to the payment referenced in paragraph 7, the parties acknowledge and agree that said payment is in full and final settlement of all damages that Complainant has, or could have claimed in this or any other matter except those referenced in paragraph 3 of this Agreement, including, without limitation, compensatory damages, punitive damages, attorney's fees, costs, wage loss, back pay, front pay, or other economic damages. The parties aver, based upon the evidence, that Complainant did not sustain wage loss, that the settlement payment provided in paragraph 7 does not represent back pay, front pay, or compensation for other economic losses in this matter, and that, therefore, the City is not withholding state or federal income taxes or employment taxes that might be due or that may be determined to be due and owing as a consequence of that payment. Complainant and her attorney acknowledge and agree that Complainant will be solely responsible for the payment of any state or federal taxes that may be due as a result of that payment, and agree to indemnify, defend, and hold the City harmless from and against any and all loss, liability, damage, deficiency, or claim arising out of the City

not making withholdings from this amount for state and federal income and employment taxes. Complainant further acknowledges and agrees that the sum of Twelve Thousand Dollars is the maximum amount Respondent will pay in this matter, irrespective any tax consequence to Complainant.

9. It is expressly understood and agreed between the parties that by entering into this Settlement Agreement, the Respondent in no way admits that it has violated any federal, state, or local statute or ordinance, or contractual provision, or that it was negligent or violated any common law or other rights of Complainant. It is further understood and agreed that this is a compromise settlement of disputed claims and that neither this Settlement Agreement nor the furnishing of the consideration provided for in this Settlement Agreement shall be deemed or construed at any time or for any purpose as an admission of liability by the Respondent. Liability for any and all claims for relief is expressly denied by the Respondent.

10. Complainant represents and certifies: that she has carefully read and fully understands all of the provisions and effects of this Settlement Agreement and General Release; that she has had the opportunity to thoroughly discuss all aspects of this Settlement Agreement with her attorney and has availed herself of this opportunity; that she is freely and voluntarily entering into this Settlement Agreement; and that neither the Respondent, the Respondent's attorney(s), nor anyone else associated with the Respondent, has made any representations to Complainant or her attorney(s) whatsoever concerning the terms or effects of this Settlement Agreement other than those specifically and expressly contained herein.

11. Each party to this Settlement Agreement and General Release agree that in the event that any party breaches this Agreement the breaching party will indemnify and hold the non-breaching party harmless for any costs, damages, or expenses, including reasonable

attorneys' fees, arising out of the breach or arising out of any suit or claim to enforce the Agreement.

12. This Settlement Agreement and General Release shall in all respects be interpreted, enforced, and governed under the laws of the State of Wisconsin.

13. This Settlement Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

14. Complainant warrants: that, other than her attorney, Sandra Radtke, no other person or other legal entity has any interest in any claims, demands, causes of action, obligations, damages, or liabilities covered by this Agreement; that she has the sole right and exclusive authority to execute this Agreement and to receive the consideration hereunder; and that, other than any agreement she may have with her attorney, she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, cause of action, obligation, damage, or liability covered by this Agreement.

15. The effective date of this Agreement shall be the date the Complainant signs and dates it.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Complainant and the Respondent (through its attorneys) have executed the foregoing Settlement Agreement and General Release.

Dated: 9-22-11

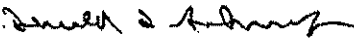
Barbara Mauhar
BARBARA MAUHAR, Complainant

Dated: 9-22-11

Sandra G Radtke

SANDRA RADTKE
Attorney for Complainant

Dated: September 27, 2011



GRANT F. LANGLEY, City Attorney
By: DONALD L. SCHRIEFER
Assistant City Attorney
Attorneys for Respondents

1047-2009-2234:173795

Request to Withdraw Complaint

Authorization for this form is provided under Section 111.375, Wisconsin Statutes. Completion of this form is voluntary. However, if you wish to file a withdrawal of a discrimination complaint with the Equal Rights Division, you must submit a written document containing the information sought by this form. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

Complainant	
First Name	BARBARA MAUHAR
Middle Name	ANN
Last Name	MAUHAR
Street Address	6645 W. DODGE PL.
City	MILWAUKEE
State	WISCONSIN
Zip Code	53220

Respondent	
Respondent Name	City of Milwaukee
Street Address	
City	
State	
Zip Code	

I wish to withdraw my discrimination complaint against the above named respondent(s) filed with the:

<input checked="" type="checkbox"/> Department of Workforce Development Equal Rights Division	(ERD) Case Number CR 200902754
<input checked="" type="checkbox"/> U.S. Equal Employment Opportunity Commission	(EEOC) Case Number 268200901574C
<input type="checkbox"/> City of Madison Equal Opportunities Commission	(MEOC) Case Number

I have been advised that under state, federal and local laws it is unlawful for any person to threaten, intimidate or harass me because I have filed a complaint.

Signature Barbara Mahan	Date Signed 9-22-11
I make this request for the following reason(s):	

Send Completed form to:

THE EQUAL RIGHTS DIVISION
 201 E WASHINGTON AVE - ROOM A300
 PO BOX 8928
 MADISON WI 53708

THE EQUAL RIGHTS DIVISION
 819 N 6TH ST
 ROOM 255
 MILWAUKEE WI 53203

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Complainant	
First Name	BARBARA
Middle Name	ANN
Last Name	MAUHAAR
Street Address	6645 W. Dodge PL.
City	MILWAUKEE
State	WI
Zip Code	53220

Respondent	
Respondent Name	City of Milwaukee
Street Address	
City	
State	
Zip Code	

I wish to withdraw my discrimination complaint against the above named respondent(s) filed with the:

<input checked="" type="checkbox"/> Department of Workforce Development Equal Rights Division	(ERD) Case Number CR200902754
<input checked="" type="checkbox"/> U.S. Equal Employment Opportunity Commission	(EEOC) Case Number 2662 00901574 C
<input type="checkbox"/> City of Madison Equal Opportunities Commission	(MEOC) Case Number

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Signature Barbara Maahaar	Date Signed 9-22-11
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