

## SETTLEMENT AGREEMENT

This agreement is entered into by and between the City of Milwaukee, in its own right and on behalf of its various departments, commissions, agencies, employees, including the Department of Public Works, and all agents thereof (hereinafter “City”), and Lynn Harper.

WHEREAS, Lynn Harper has filed a complaint in the Equal Rights Division of the Department of Workforce Development of the State of Wisconsin, entitled *Lynn Harper v. City of Milwaukee, Department of Public Works*, ERD Case No. CR200302022, in which she alleges discrimination based upon sex or gender in regard to compensation in violation of the Wisconsin Fair Employment Act, and she has filed the identical case with the United States Equal Employment Opportunity Commission alleging a violation of Title VII of the Civil Rights Act of 1964, EEOC Case No. 26GA301396.

WHEREAS, the parties wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature whether filed or unfiled, arising from Lynn Harper’s allegations, including, without limitation, all claims arising out of the facts and circumstances which gave rise to the foregoing action, and

WHEREAS, the parties further wish to avoid the expense, burden and uncertainties of further litigation in this matter,

NOW, THEREFORE,

It is hereby stipulated and agreed as follows:

1. This agreement is in resolution of disputed claims and causes of action, and does not constitute an admission of liability by the City for any claim or cause of action, whether filed or unfiled.

2. This 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.
3. The City will pay and Lynn Harper will accept the total gross sum of \$7,105.00. The City will report such payment in a Form 1099, for said amount. This gross amount will be paid in two checks. The City will issue one check payable to Lynn Harper in the amount of \$2,500.00 and the second payable to Cross Law Firm in the amount of \$4,605.00.
4. Lynn Harper agrees to keep the terms of this agreement confidential except as to her immediate family, lawyers, tax advisors or as otherwise compelled by law.
5. For and in consideration of the above stipulations and agreements and the City's payment of the sum specified herein, Lynn Harper hereby releases, waives and holds the City harmless for any and all claims whatsoever, including salary, pay, wages, or payroll related benefits, damages, attorney fees, costs, or other compensation attributed to her complaint.
6. Based upon the settlement, Lynn Harper agrees to execute a written agreement to withdraw and dismiss with prejudice ERD Case No. CR200302022 styled *Lynn Harper v. City of Milwaukee* in the Equal Rights Division of the Department of Workforce Development of the State of Wisconsin and EEOC Case No. 26GA301396 in the United States Equal Employment Opportunity Commission.
7. Lynn Harper agrees to execute the attached release, which is incorporated as **Exhibit 1**, meeting the approval of the City Attorney as to form and execution.

8. Before signing this agreement, Lynn Harper states that she has read the agreement, has had a full and complete opportunity to consider its terms, and that she understands the agreement, and knows that she is giving up all of her claims or potential claims, relating to her employment discrimination claims against the City up through the date of this settlement and release. She is aware of her right to consult with an attorney and, in fact, has consulted with an attorney before signing this agreement. Lynn Harper has signed this agreement knowingly and voluntarily.

Dated at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
LYNN HARPER

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2005.

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Notary Public, State of Wisconsin  
My Commission \_\_\_\_\_

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SHANNON McDONALD  
Counsel for Lynn Harper

GRANT F. LANGLEY, City Attorney

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LEONARD A. TOKUS  
Assistant City Attorney  
State Bar No. 1007764  
Attorneys for the City of Milwaukee