

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is made and entered into for and in consideration of the commitments set forth herein on this 27th day of August, 2025, by and between Luciano Rogers (hereinafter "Rogers") and the City of Milwaukee, its predecessors, successors and assigns, its officers, directors, employees, insurers, agents and representatives (hereinafter collectively referred to as "the City").

WHEREAS, Rogers has filed a legal action in the Department of Workforce Development – Equal Rights Division, Case No. CR202002274, against the City, alleging violation of the Wisconsin Fair Employment Act ("Act"), Wis. Stats. § 111.31 *et seq.*; and

WHEREAS, the City expressly denies all of the allegations made by Rogers, and maintains its position that no violations of the Act or any other law, statutory or otherwise, have occurred; and

WHEREAS, Rogers and the City wish to resolve the expense and disruption of any further litigation between them by amicably entering into this full and final settlement.

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

1. Rogers, an adult individual residing in Wisconsin, for himself, his heirs, personal representatives, executors, administrators, successors, agents and assigns, does hereby release and forever discharge the City of and 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, which he has had, now has or may have against the City for or by reason of any transaction, matter, cause or thing whatsoever to the date of this Agreement, whether based on 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, 42 U.S.C. § 2000e, *et seq.*; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1101, *et seq.*; the Federal Rehabilitation Act of 1973, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*, the Wisconsin Fair Employment Act; and the federal and state Family and Medical Leave Act; and any other applicable statute or authority of law providing a cause of action as to either Rogers' employment with the City including, but not limited to, any claims which have arisen or could arise out of or are connected with the City as named or referred to in the case entitled *Rogers v. City of Milwaukee*, ERD Case No. CR202002274.

2. Rogers has, contemporaneously with the execution of the instant Settlement Agreement, caused his attorney, Peter Fox, of Fox & Fox, S.C., to execute a request to withdrawal complaint, form ERD-4971-E for the dismissal of *City of Milwaukee*, ERD Case No. CR202002274. A true and correct copy of said request is attached hereto as Exhibit A, and Rogers shall instruct his attorney to take any further steps necessary to discontinue and secure an order of dismissal with prejudice.

3. In consideration of Rogers' dismissal of the foregoing action and release of claims, the City agrees as follows:

- a. Chief of Police Jeffrey Norman will draft a memorandum identifying that he will not file a Chief Objection to any promotional opportunity Rogers has based upon Rogers' employment history as of the date of the execution of this Settlement Agreement. A copy of said memorandum will be placed in Rogers' Human Resources and location file. The Chief retains the right to register a Chief Objection based upon any potential future disciplinary or performance issue(s) that may arise with Rogers' employment. Rogers recognizes that any future promotion is subject to review by the City of Milwaukee Board of Fire and Police Commissioners, which is in no way altered by the terms within this Settlement Agreement.
- b. In the event that Rogers is subject to discipline following the execution of this Settlement Agreement, Chief of Police Jeffrey Norman will not use any of the following internal affairs investigations into Rogers as a "repeated act" as identified in the Milwaukee Police Department's Discipline Matrix.
- c. The City will cause to insert a copy of the Initial Determination of Probable Cause in Equal Rights Division Case No. CR202002274, dated February 29, 2024, into Rogers' Human Resources and location file.
- d. The City will cause to be issued a check for Twenty-Seven Thousand Dollars (\$27,000.00), made payable to "Fox & Fox IOLTA Trust Account" at (Address). With respect to the payment, Rogers agrees to assume all responsibility for making any payments from this amount for state and federal income and employment taxes that are due or that may be determined to be due and owing from the aforementioned payment. Rogers agrees 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. The City will cause to be issued IRS Form 1099 memorializing said payment. Rogers further acknowledges and agrees that the total sum of \$27,000.00 is the maximum amount that the City will pay in this matter, irrespective to any tax consequences to him.

4. It is expressly understood and agreed between the parties that by entering into this Agreement, the City in no way admits that it has violated any federal, state, or local statute or

ordinance, or was otherwise negligent. It is further understood and agreed that this is a compromise settlement of disputed claims and that neither this Agreement nor the furnishing of the consideration provided for in this Agreement shall be deemed or construed at any time or for any purpose as an admission of liability by the City. Liability for any and all claims for relief is expressly denied by the City.

5. Rogers and his attorney, Peter Fox of Fox & Fox, S.C., and the City and its attorneys, Evan C. Goyke, City Attorney and Katherine A. Headley, Assistant City Attorney, specifically agree that their execution of this Agreement resolves all claims by either party for attorneys' fees, costs and expenses.

6. Rogers represents and certifies that he has carefully read and fully understands all of the provisions and effects of this Settlement Agreement and General Release, and has thoroughly discussed all aspects of this Agreement with his attorneys, that he is voluntarily entering into this Agreement, and that neither the City nor its attorneys made any representation concerning the terms or effects of this Agreement other than those contained herein.

7. Rogers expressly acknowledges that the Settlement Agreement and General Release is intended to include in its effect, without limitation, all claims which have arisen and of which he knows or should have known, had reason to know or suspects to exist in Rogers' favor at the time of the execution hereof concerning his claims in *City of Milwaukee*, ERD Case No. CR202002274, and that this Settlement Agreement and General Release contemplates the extinguishment of any such claim or claims. (Provided, however, that this Settlement Agreement and Release shall not alter, reduce or affect in any manner any pension obligation.)

8. Each party to this Settlement Agreement and General Release agrees that in the event that any party breaches the 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 of the Agreement by that party, or arising out of any suit or claim to enforce the Agreement.

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

10. Should any provision of this Settlement Agreement and General Release be declared or be determined by any court to be illegal, invalid, and/or against public policy, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal and invalid provision or term shall be deemed not to be part of the Agreement.

11. Rogers specifically agrees to assume sole and complete responsibility for any required reimbursements due to any state unemployment compensation fund, including, but not limited to, such reimbursement as may be due to the appropriate administrative agency of the State of Wisconsin on account of the payments described above, and indemnifies and covenants to hold harmless the City for all such indebtedness to said fund(s).

12. This Settlement Agreement and General Release 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.

13. Rogers warrants that 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 he has the sole right and exclusive authority to execute this Agreement and to receive the

consideration hereunder; and that, he has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, cause of action, obligation, damage, or liability covered by this Agreement.

14. This Agreement is subject to the City of Milwaukee Common Council and Mayoral approval. This Agreement shall be deemed null and void and have no effect, nor shall it be admissible for any purpose, in the event that it is not so approved

IN WITNESS WHEREOF, and intending to be legally bound hereby, Rogers and the City have executed the foregoing Settlement Agreement and General Release.

EVAN C. GOYKE
City Attorney

Dated: _____

KATHERINE A. HEADLEY, Assistant City Attorney
State Bar No. 1115841
Attorneys for Defendants

Dated: 8-27-25



LUCIANO ROGERS