

AMY PURVIS v. CITY OF MILWAUKEE

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 ____ day of _____, 2007, by and between Amy Purvis (hereinafter referred to as "Complainant"), and the City of Milwaukee and Water Works (hereinafter referred to as "Respondent" or "City").

WHEREAS, Complainant filed a Complaint with the Equal Rights Division of the State of Wisconsin Department of Workforce Development, Case Number CR200702580, and with the Equal Employment Opportunity Commission, Case Number 26G200701727, alleging retaliation from having opposed discrimination in the workplace; and

WHEREAS, Respondent responded to the complaint 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 with their intention to be mutually and legally bound hereby, the parties covenant and agree as follows:

1. Approval. 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.

2. Full Release. Complainant, for herself, her heirs, personal representatives, executors, administrators, successors, agents and assigns, does hereby release and forever discharge the Respondent, and all departments, officers, employees or 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, execution, claims, demands and expenses (including attorneys' fees and costs) whatsoever in law or equity, which she has had, now has or may have against the City for or by reason of any transaction, matter, cause or thing whatsoever up 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 the Wisconsin Fair Employment Act, 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.*; 29 U.S.C. § 621, *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 federal and state Family and Medical Leave Act, the Municipal Employment Relations Act, the Federal Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. § 651, *et seq.*; 42 U.S.C. § 1981; 42 U.S.C. § 1983; the First or Fourteenth Amendments to the United States Constitution; and any other applicable statute or authority of law providing a cause of action as to their employment with the City that concern any claims which have arisen or could arise out of or be connected to the facts, issues or allegations made or referred to in *Purvis v. City of Milwaukee*, ERD Case No. CR200702580 and EEOC Case No. 26G200701727, or claims concerning the terms and conditions of her employment or termination of employment. Complainant agrees to execute a general release of all claims in the form approved by the City Attorney, as described in the attached Exhibit A, upon approval of this settlement by the Common Council, and as a condition precedent to his receipt of any settlement funds herein.

3. Dismissal. Complainant agrees to execute a stipulation to dismiss her ERD and EEOC complaints with prejudice and without further costs upon approval of this settlement by the Common Council. Complainant further agrees to execute any other document such as a request for withdrawal of complaint or charge that may be required to completely dismiss her claim, complaint or action against the Respondent concerning the allegations raised in the pending complaint.

4. Resignation. Complainant agrees to voluntarily resign her position as an employee of the City of Milwaukee effective the first date following the expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. Complainant acknowledges and agrees that she will not seek and will not be eligible for re-employment with the City of Milwaukee following her resignation.

5. Payment. In consideration of the general release, the resignation and the dismissal of the complaint, the City of Milwaukee will pay the total sum of Sixty seven thousand and no/100 dollars (\$67,000) to Complainant as damages, within fifteen business days following expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. Complainant acknowledges that the City has made no representation to her, and has not advised her regarding the tax consequences, if any, that may apply to the payment called for herein, and that she will be solely responsible for tax consequences, if any, that may result to her due to this payment.

6. Full and Final Settlement. With respect to the payments referred to in paragraph 5, the parties acknowledge and agree that said payments are in full and final settlement of all damages which Complainant has, or could have claimed in this matter, including without limitation compensatory damages, punitive damages, attorney fees, costs, wage loss, back pay, front pay, pension loss or other economic damages.

7. Letters of Reference. The Water Works Department of the City of Milwaukee agrees to provide Complainant with the letter of reference attached hereto as Exhibit B, the first date following the expiration of the ten-day period for mayoral veto after the Common Council's approval of a resolution authorizing this settlement agreement. The Water Works Department also agrees to provide a letter of reference to David Klein in the event he requests one from management.

8. Compromise. It is expressly understood and agreed between the parties that by entering into this Agreement, the Respondent in no way admits that it has violated any federal, state, local statute or ordinance, or contractual provision, or was otherwise liable. 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 Respondent. Liability for any and all claims for relief is expressly denied by the Respondent.

9. Non-Disparagement. In change for the agreements and payment called for herein, the parties further agree to not disparage each other, and to refrain from causing any harm of any nature to the physical property or security interests of the other.

10. Return of Property and Cooperation. Complainant agrees that prior to the effective date of her resignation, she will return all property, of any nature (including without limitation, all computers, hardware, software, files, applications or information of any kind, and any copies thereof), which she may have in or under her possession or control. Complainant further agrees to cooperate with management by providing any and all information necessary to inform or instruct new or remaining employees in the continued operations or processes associated with her employment.

11. Voluntary Agreement. Complainant represents and certifies that she has carefully read and fully understands all of the provision and effects of this Settlement Agreement and General Release. Complainant understands that she is voluntarily resigning her employment in connection with this agreement, and that she is not under any threat of discharge or retaliation that would cause her to resign her employment; and, that there will be no repercussions if she chooses not to enter into this agreement and instead continue her current employment. Complainant acknowledges that she has had a sufficient opportunity to consult an attorney, and that she is voluntarily entering into this Agreement, and that neither the Respondent nor the Respondent's attorney(s) have made any representation concerning the terms or effects of this Agreement other than those contained herein.

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

13. Entire Agreement. 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.

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

Dated: _____

Amy Purvis, Complainant

Dated: _____

Grant F. Langley, City Attorney
Miriam R. Horwitz, Assistant City Attorney
Attorneys for Respondents

RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENT, That the undersigned, Amy Purvis for and in the consideration of the mutual promises and payments set forth in the Settlement Agreement dated _____ in full compromise and settlement, does for herself, her heirs, executors and administrators forever releases and discharges the said City of Milwaukee, of and from any and all claims, demands, actions and causes of action for damages of any kind or nature whatsoever for back pay, front pay, pension loss and benefits, attorney's fees, costs, compensatory damages, punitive damages, or any other damages whatsoever, arising out her employment with the City of Milwaukee, or any retaliation claims in relation thereto, up to the date of this agreement, including, without limitation, any claims arising out of the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Americans with Disabilities Act, any state or federal family or medical leave act, any federal or state constitutional claims, and any other claims whatsoever under any federal, state or local anti-discrimination laws.

The foregoing release has been read and understood by the undersigned before signing thereof. This release has been signed knowingly and voluntarily and after due consultation with an attorney representing the undersigned.

IN WITNESS WHEREOF I have hereunto set my hand and seal at Milwaukee,
Wisconsin, this _____ day of _____, 2007.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

The foregoing instrument was executed before me this _____ day of _____, 2007, by the above named releasor who duly acknowledged to me that he read the same, knew the contents and effect thereof, and affixed his signature thereto in my presence for the uses and purposes expressed in the foregoing release.

Notary Public, State of Wisconsin
My Commission expires: _____

Exhibit A