

## SETTLEMENT AGREEMENT

WHEREAS, Robert L. Harvey has filed complaints of discrimination against the City of Milwaukee, and the City Clerk's Office (hereinafter referred to as the "City"), with the Department of Workforce Development—Equal Rights Division (ERD), ERD Case No. CR 2002-00688, and the United States Equal Employment Opportunity Commission (EEOC), EEOC Charge No. 26GA200938, based on race discrimination, retaliation and harassment in connection with a promotional opportunity to the position of lead staff assistant, and other issues;

AND WHEREAS, ERD Case No. CR 2002-00688 was investigated by the ERD, and a determination was issued on October 2, 2002 finding probable cause to believe that the City violated the Wisconsin Fair Employment Act in certain respects;

AND WHEREAS, the City denies that any race discrimination, retaliation or harassment occurred;

AND WHEREAS, the parties now desire to enter into a private agreement, fully, finally and completely resolving any and all claims which Robert L. Harvey has or may have against the City up through the date of this settlement agreement;

NOW, THEREFORE, in consideration of the terms, conditions and promises set forth in this agreement,

IT IS HEREBY mutually agreed between the undersigned as follows:

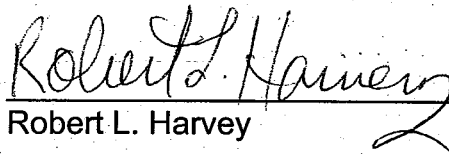
1. This agreement is in resolution of disputed claims and causes of action, and does not constitute an admission of liability by the City for any claim or cause of action, whether filed or unfilled.
2. The City of Milwaukee will pay Mr. Harvey's attorneys' fees and costs to Robert J. Bauman, in an amount not to exceed Fifteen Thousand and no/100th Dollars (\$15,000.00), and the City will report such payment on a


1099 form for the amount paid. This payment is subject to written substantiation of the amount Mr. Harvey has incurred for attorneys' fees and costs, with hourly attorneys fees billed at \$125 per hour.

3. The City Clerk will remove a verbal reprimand dated October 4, 2002 from Mr. Harvey's personnel file.
4. The City Clerk will remove an exchange of email communications from April 2002 concerning a statement attributed to Mr. Harvey in a local news publication from any and all official files in the City Clerk's office.
5. The City Clerk will issue a written statement indicating that Mr. Harvey will be fairly and equitably considered for future promotional opportunities within the office of the City Clerk.
6. The City shall restore eighty (80) hours of vacation time to Mr. Harvey's account, representing time taken by him in attending depositions and conferences concerning this matter.
7. The City Clerk and Robert L. Harvey agree to engage in a mediation process conducted by a mutually agreeable third party to resolve any personal misunderstandings or differences between them relative to the circumstances and events involved in this matter.
8. Mr. Harvey hereby waives, releases and forever discharges the City from any and all liability, including without limitation, any claims for compensatory damages or for the payment of other forms of compensation or benefits concerning this matter, including without limitation, back pay, lost fringe benefits, additional attorneys' fees, costs or any other form of payments or compensation.
9. Mr. Harvey and his attorney further agree to execute the attached release, which is incorporated as Exhibit 1, meeting the approval of the City of Milwaukee's counsel as to form and execution.

10. Before signing this agreement, Mr. Harvey states that he has read the agreement, has had a full and complete opportunity to consider its terms, and that he understands the agreement and knows that he is giving up all of his claims or potential claims, including all claims filed or unfiled, known or unknown, whether by virtue of any claim of protective status under the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act, the Wisconsin or United States Constitutions or any other federal or state statutes, or by common law. Mr. Harvey has signed this agreement knowingly and voluntarily.
11. Mr. Harvey and his attorney agree to execute and file any and all documents necessary to carry out the intent of this agreement, including the dismissal with prejudice of the current complaints before the ERD, the EEOC, or any litigation in federal or state court.
12. It is understood and agreed that this agreement is not confidential, and is subject to the approval of the Milwaukee Common Council and the Mayor.

Dated at Milwaukee, Wisconsin this 28<sup>th</sup> day of February 2003.

  
Robert L. Harvey

  
Robert J. Bauman  
Attorney for Robert L. Harvey  
State Bar No. 01017979

GRANT F. LANGLEY  
City Attorney

By: **Miriam R. Horwitz**  
**Assistant City Attorney**  
**State Bar No. 1016150**  
**Attorneys for City of Milwaukee**

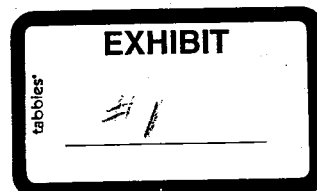
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## RELEASE OF ALL CLAIMS

The undersigned releasers, Robert L. Harvey and Robert J. Bauman, his attorney, for and in consideration of the sum of Fifteen Thousand and no/100ths Dollars (\$15,000.00), as and for attorney fees and costs, and other good and valuable consideration and the promises contained in the settlement agreement of which this release is made a part, in full compromise and settlement of all claims, including claims for loss of promotion, salary, lost wages, back pay, pension contributions or other employee benefits, compensatory damages, attorneys fees, costs and interest, do for themselves, their heirs, executors, administrators and assigns, forever release and discharge the City of Milwaukee, the Office of the City Clerk, and any and all other City departments or officers, together with their agents, employees, legal representatives, heirs, successors, and assigns, from liability for any and all complaints, claims, charges, demands and liabilities of any kind or nature, whether filed or unfilled (specifically included, but not limited to, any federal or state actions) which could be filed for compensatory and other damages, and attorneys' fees and costs arising from Mr. Harvey's employment by the City of Milwaukee, including, but not limited to, claims arising out of the facts and circumstances which gave rise to the complaints in Harvey v. City of Milwaukee, ERD Case No. CR 2002-00688, ERD Case No. CR 2003-0661, EEOC Charge No. 26GA200938, and EEOC Charge No. 26GA300794 and any state or federal action based thereon, regardless of whether such claims may be based upon a statute, a Constitutional provision or common law.

The foregoing release has been read and understood by the undersigned before signing thereof.

In witness whereof, I have hereunto set my hand and seal at Milwaukee, Wisconsin, this 28<sup>th</sup> day of FEBRUARY, 2003.



Robert L. Harvey  
Robert L. Harvey

Subscribed and sworn to before me  
this 28<sup>th</sup> day of FEBRUARY, 2003.

Robert J. Bauman  
Notary Public, State of Wisconsin  
My commission: permanent

Robert J. Bauman  
Robert J. Bauman

Subscribed and sworn to before me  
this 28<sup>th</sup> day of February, 2003.

Paul J. Harmon  
Notary Public, State of Wisconsin  
My commission: expires 3-20-05

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