

## 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 Albert Owens, Jr..

WHEREAS, Albert Owens, Jr. has filed a complaint in the United States District Court, entitled *Albert Owens, Jr. v. City of Milwaukee, Department of Public Works*, Case No. 03-C-0995, in which he alleges discrimination based upon disability in violation of the Americans With Disabilities Act of 1990, as amended, in connection with his lay off and an alleged failure to accommodate his alleged disability, and

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 Albert Owens, Jr.'s lay off imposed upon him by the City of Milwaukee, 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 Albert Owens, Jr. will accept the total gross sum of \$67,500.00. The City will report such payment in a Form 1099, for said amount. This gross amount will be paid in one lump sum. The City will issue a check payable to Albert Owens, Jr. and Robert M. Mihelich, Esq. his attorney.
4. Albert Owens, Jr. agrees to keep the terms of this agreement confidential except as to his 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, Albert Owens, Jr. 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 his lay off. Albert Owens, Jr. agrees that he will not in the future seek, or accept, employment, or reemployment, with the City of Milwaukee, Milwaukee Public Schools, or the Milwaukee Metropolitan Sewer District, and hereby agrees not to do so.
6. Based upon the settlement, Albert Owens, Jr. agrees to execute a written agreement to dismiss Case No. 03-C-0995 styled *Albert Owens, Jr. v. City of Milwaukee Department of Public Works*, in the United States District Court

for the Eastern District of Wisconsin with prejudice and without costs or attorney fees.

7. Albert Owens, Jr. 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, Albert Owens, Jr. 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, relating to his employment discrimination claims against the City up through the date of this settlement and release. He is aware of his right to consult with an attorney and, in fact, has consulted with an attorney before signing this agreement. Albert Owens, Jr. has signed this agreement knowingly and voluntarily.

Dated at Milwaukee, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_,  
2006.

\_\_\_\_\_  
ALBERT OWENS, JR.

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

\_\_\_\_\_  
ROBERT M. MIHELICH  
Counsel for Albert Owens, Jr.

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  
Department of Public Works

103956/1047-2003-3383

**RELEASE OF CLAIM**

KNOW ALL PERSONS BY THESE PRESENTS, That the undersigned, Albert L. Owens, Jr. 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 himself, his heirs, executors and administrators forever releases and discharges the said City of Milwaukee, a municipal corporation, its successors, assigns, departments, officers, agents and employees, 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 and benefits, attorney's fees, costs, compensatory damages, punitive damages, or any other damages whatsoever, arising out of any action imposed upon him, including lay off, including, without limitation, any claims arising out of the Wisconsin Fair Employment Act, the Americans With Disabilities Act of 1990, as amended, 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 \_\_\_\_\_, 2006.

\_\_\_\_\_  
ALBERT L. OWENS, JR.

STATE OF WISCONSIN    )  
  ) ss.:  
MILWAUKEE COUNTY    )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, 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 \_\_\_\_\_

**ATTORNEY'S ACKNOWLEDGEMENT**

The undersigned, as attorney representing Albert L. Owens, Jr., acknowledges that I have read and explained the foregoing release to Mr. Owens, and that he has signed it knowingly and voluntarily.

\_\_\_\_\_  
Robert M. Mihelich

Approved as to form and execution  
this \_\_\_ day of \_\_\_\_\_, 2006,

\_\_\_\_\_  
Attorney for Albert L. Owens, Jr.

103961/1047-2003-3383