

ZITELKA R. PARR 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 7 day of June, 2011, by and between ZITELKA R. PARR (hereinafter referred to as "Complainant"), and the CITY OF MILWAUKEE (hereinafter referred to as "Respondent" or "City").

WHEREAS, Complainant filed two complaints with the State of Wisconsin, Department of Workforce Development, Equal Rights Division (ERD) and the United States Equal Employment Opportunity Commission (EEOC), ERD Case Numbers CR200800906 and CR200801455, EEOC Case Numbers 26G200800840C and 26G200801095C, alleging, among other things, failure to accommodate disability, discrimination on the basis of race, sex and opposition to workplace discrimination and retaliation with respect to her employment at the Milwaukee Public Library; and

WHEREAS, Respondent answered the complaints 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. This Settlement 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. 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 Settlement 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.*; 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; the Wisconsin Fair Employment Act, and any other applicable statute or authority of law providing a cause of action as to her employment with the City, including without limitation, any claims which have arisen or could arise out of or be connected to the facts, issues or allegations made or referred to in *Parr v. City of Milwaukee*, ERD Case Numbers CR200800906 and CR200801455, EEOC Case Numbers 26G200800840C and 26G200801095C, and any claims of retaliation or discrimination of any kind up through the date of this Agreement.

3. The parties acknowledge that this Settlement Agreement and release shall have no effect on, or release, Complainants' claims for workers compensation, if any, concerning her employment with the City of Milwaukee.

4. The parties to this Settlement Agreement understand that, except as stated in paragraph 3 herein, it represents a complete release of any and all claims.

5. Complainant agrees to execute requests to withdraw and/or stipulations to dismiss ERD Case Numbers CR200800906 and CR200801455, and EEOC Case Numbers 26G200800840C and 26G200801095C with prejudice and without further costs upon approval of this Settlement Agreement by the Common Council. Complainant further agrees to execute any other documents that may be required to completely dismiss her claims, complaints or actions against the Respondent concerning the allegations raised in the pending complaints.

6. 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 Agreement by the Common Council, and as a condition precedent to her receipt of any settlement funds herein.

7. In consideration of the general release, and the dismissal of all claims, the City of Milwaukee will pay a total of Twenty Thousand and no/100 Dollars (\$20,000.00) as follows: Fourteen Thousand and no/100 Dollars (\$14,000.00) to the Complainant, Zitelka R. Parr, and Six Thousand and no/100 Dollars (\$6,000.00) to Attorney Jacqueline Rogers for attorney fees, said payments to be made within 30 days after the Common Council's resolution to approve this Settlement Agreement becomes final and legally enforceable.

8. With respect to the payment referred to in paragraph 7, the parties acknowledge and agree that said payment is 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. The parties aver that based upon the evidence, Complainant did not sustain wage loss, and the settlement payment does not represent back pay, front pay or other economic losses in this matter, and therefore, the City is not withholding state or federal income taxes or employment taxes that might be due or that may be determined to be due and owing from the aforementioned payment. Complainant and her attorney acknowledge and agree that Complainant will be solely responsible for the payment of any state or federal taxes that may be due as a result of the payments herein, and agree 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. Complainant further acknowledges and agrees that the sum of Twenty Thousand Dollars is the maximum amount Respondent will pay in this matter, irrespective any tax consequence to Complainant.

9. It is expressly understood and agreed between the parties that by entering into this Settlement Agreement, the Respondent in no way admits that it has violated any federal, state, or local statute or ordinance, or contractual provision, or that it was otherwise negligent. It is further understood and agreed that this is a compromise settlement of disputed claims and that neither this Settlement Agreement nor the furnishing of the consideration provided for in this Settlement 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.

10. 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, and that her attorney has thoroughly discussed all aspects of this Settlement Agreement with her, that she is voluntarily entering into this Settlement Agreement, and that neither the Respondent nor the Respondent's attorney(s) made any representation concerning the terms or effects of this Settlement Agreement other than those contained herein.

11. Complainant 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 she knows or should have known, had reason to know or suspects to exist in her favor at the time of the execution hereof concerning her employment with the City, regardless of whether claims have been filed with any court, government agency or city department, including any claims for retaliation, in connection with the litigation referenced herein. Complainant expressly acknowledges that this Settlement Agreement and General Release contemplate the extinguishment of any such claim or claims, consistent with the terms of this Settlement Agreement.

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

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

14. 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.

15. Complainant warrants that, other than her attorney, Jacqueline Rogers, no other person or other legal entity has any interest in any claims, demands, causes of action, obligations, damages or liabilities covered by this Settlement Agreement; that she has the sole right and exclusive authority to execute this Settlement Agreement and to receive the consideration hereunder; and that, other than any agreement she may have with her attorney, she has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, cause of action, obligation, damage, or liability covered by this Settlement Agreement.

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: _____

6/1/11


ZITELKA R. PARR, Complainant

Dated: _____

6/1/11


JACQUELINE ROGERS
Attorney for Complainant

Dated: _____

GRANT F. LANGLEY, City Attorney
By: MIRIAM R. HORWITZ
Assistant City Attorney
Attorneys for Respondents

RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENT, That the undersigned, ZITELKA R. PARR for and in the consideration of the mutual promises and payments set forth in the Settlement Agreement dated June 9 2011 in full compromise and settlement, does for herself, her heirs, executors and administrators forever releases and discharges the City of Milwaukee, and all departments, officers, employees or agents thereof, and their successors, from any and all claims, demands, actions and causes of action for damages of any kind or nature whatsoever for back pay, front pay, 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 release, 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. This release does not affect claims under the Workers Compensation Act for the State of Wisconsin.

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 9th day of June 2011.

Zitelka R Parr

STATE OF WISCONSIN)
) SS
 MILWAUKEE COUNTY)

The foregoing instrument was executed before me this 9 day of June, 2011, by the above named releasor who duly acknowledged to me that she read the same, knew the contents and effect thereof, and affixed her signature thereto in my presence for the uses and purposes expressed in the foregoing release.

[Signature]
 Notary Public, State of Wisconsin
 My Commission expires: 5/19/13

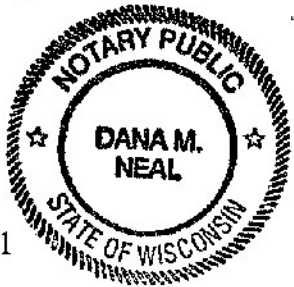


Exhibit 1