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September 10, 2025

To the Honorable Common Council
of the City of Milwaukee
Room 205 – City Hall

Re: Communication regarding Settlement of *Luciano P. Rogers v.*
City of Milwaukee ERD Case No. CR20200022274

Dear Council Members:

Enclosed please find a proposed resolution accepting the attached settlement agreement for the above referenced case, as well as fiscal impact statement. We ask that it be introduced and referred to the Committee on Judiciary & Legislation, with the following recommendation.

Mr. Rogers, a current employee, filed the instant suit five years ago, alleging discrimination in the terms and conditions of his employment based on his sex and sexual orientation and retaliation for engaging in protected activity, in violation of the Wisconsin Fair Employment Act.

While preparing the case for hearing, the parties engaged in settlement conversations in an effort to resolve this matter short of trial. The parties ultimately agreed to settle this matter for \$27,000.00, inclusive of attorney's fees, taxes, and costs, which we signed contingent upon your approval. Said amount will be paid in a single check to Mr. Rogers' counsel's IOLTA Account and distributed according to an agreement between Mr. Rogers and his counsel.

Due to the risks of trial and potential exposure to substantial attorney fees, we recommend that this matter be settled for that amount. Consistent with this recommendation, we request



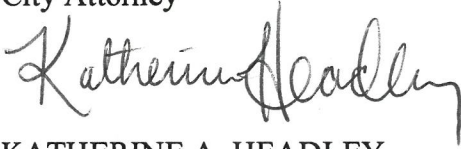
To the Honorable Common Council
of the City of Milwaukee
September 10, 2025
Page 2 of 2

your approval of the attached settlement agreement, and have enclosed an appropriate resolution for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Evan C. Goyke", with a long horizontal flourish extending to the right.

EVAN C. GOYKE
City Attorney

A handwritten signature in black ink, appearing to read "Katherine A. Headley", written in a cursive style.

KATHERINE A. HEADLEY
Assistant City Attorney

ECG/KAH/cjj

Enclosures

1032-2020-1451.001

..Number
250775

..Version
SUBSTITUTE

..Reference

..Sponsor
THE CHAIR

..Title
Resolution approving the settlement of the Complaint entitled *Luciano Rogers v. City of Milwaukee*, ERD Case No. CR2020022274.

..Analysis

This resolution authorizes payment in the amount of \$27,000.00 for the settlement of claims related to the case entitled *Luciano Rogers v. City of Milwaukee*, ERD Case No. CR202022274.

Resolution
..Body

Whereas, Complainant, Luciano Rogers, filed a complaint with the Equal Employment Opportunity Commission, cross-filed with the Equal Rights Division of the Department of Workforce Development, against the City of Milwaukee, seeking damages for alleged violations of the Wisconsin Fair Employment Act; and

Whereas, the parties have agreed to settle the claims raised in the above-referenced complaint for the total amount of \$27,000, inclusive of all taxes, costs, and fees, including attorney's fees, in consideration for a release of all claims; and

Whereas, the City Attorney recommends and deems it expeditious and just to settle this lawsuit;

Now, therefore, be it

Resolved by the Common Council of the City of Milwaukee, that the City Attorney is authorized to settle the case *Luciano Rogers v. City of Milwaukee*, ERD Case No. CR202022274 for the amount of \$27,000; and be it

Further Resolved, that in compliance with the City Attorney's direction, the proper City officers be and are hereby authorized and directed to issue payment totaling \$27,000.00 as soon as practicable in full and final settlement of the claims as outlined in the above referenced

action, as follows: one check in the amount of \$27,000.00 made payable to "Fox & Fox IOLTA Trust Account" at 124 W. Broadway; Monona, WI; 53716, to be charged to the Damages and Claims Fund, Account No. 636506-0001-1490-S118; and be it

Further Resolved, That for and in consideration of this payment, Complainant, by his representatives and his attorneys, will provide to the City a release of claims, and a stipulation to dismiss the claims raised in any pending action.

..Requestor
City Attorney

..Drafter
KATHERINE A. HEADLEY/cjj
August 28, 2025



City of Milwaukee Fiscal Impact Statement

A	Date	9/10/2025	File Number	250775	☒ Original	☐ Substitute
	Subject	Settlement Claim of Luciano P. Rogers. v. City of Milwaukee Court, ERD Case No. CR20220022274				

B	Submitted By (Name/Title/Dept./Ext.)	Katherine A. Headley, Assistant City Attorney, X2601
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C	This File	☒ Increases or decreases previously authorized expenditures.
		☐ Suspends expenditure authority.
		☐ Increases or decreases city services.
		☐ Authorizes a department to administer a program affecting the city's fiscal liability.
		☐ Increases or decreases revenue.
		☐ Requests an amendment to the salary or positions ordinance.
		☐ Authorizes borrowing and related debt service.
		☐ Authorizes contingent borrowing (authority only).
		☐ Authorizes the expenditure of funds not authorized in adopted City Budget.

D	Charge To	☐ Department Account	☐ Contingent Fund
		☐ Capital Projects Fund	☒ Special Purpose Accounts
		☐ Debt Service	☐ Grant & Aid Accounts
		☐ Other (Specify) Damages and Claims Fund, Account No. 636506-0001-1490-S118	

E	Purpose	Specify Type/Use	Expenditure	Revenue
	Salaries/Wages		\$0.00	\$0.00
			\$0.00	\$0.00
	Supplies/Materials		\$0.00	\$0.00
			\$0.00	\$0.00
	Equipment		\$0.00	\$0.00
			\$0.00	\$0.00
	Services		\$0.00	\$0.00
			\$0.00	\$0.00
	Other	Settlement	\$27,000.00	\$0.00
			\$0.00	\$0.00
	TOTALS		\$27,000.00	\$ 0.00

F

Assumptions used in arriving at fiscal estimate. _____

G

For expenditures and revenues which will occur on an annual basis over several years check the appropriate box below and then list each item and dollar amount separately.

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

☐ 1-3 Years ☐ 3-5 Years

H

List any costs not included in Sections D and E above. _____

I

Additional information. _____

J

This Note ☐ Was requested by committee chair.

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.

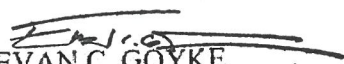
13. Rogers warrants that no other person or other legal entity has any interest in any claims, demands, causes of action, obligations, damages or liabilities covered by this Agreement; that he has the sole right and exclusive authority to execute this Agreement and to receive the

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.

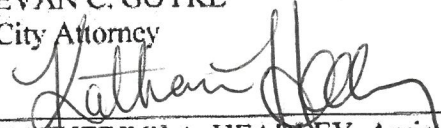
14. This Agreement is subject to the City of Milwaukee Common Council and Mayoral approval. This Agreement shall be deemed null and void and have no effect, nor shall it be admissible for any purpose, in the event that it is not so approved

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

Dated: 8/27/25


EVAN C. GOYKE

City Attorney


KATHERINE A. HEADLEY, Assistant City Attorney

State Bar No. 1115841

Attorneys for Defendants

Dated: 8-27-25


LUCIANO ROGERS