

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 30th day of November 2024, by and between Letitia Holloway (hereinafter "Holloway") and Jonathan Mejias-Rivera, and Lisa Fossier f/k/a Lisa Saffold, and the City of Milwaukee, and all of its predecessors, successors, and assigns, its officers, directors, employees, insurers, agents and representatives (hereinafter collectively referred to as "Defendants").

WHEREAS, Holloway has filed a legal action in the United States District Court for the Eastern District of Wisconsin, Case No. 24-CV-0134, *Letitia Holloway v. Jonathan Mejias-Rivera, Lisa Saffold, and the City of Milwaukee* (the "Action"), alleging violations of Title VII of the Civil Rights Act of 1964, 28 U.S.C. § 1981 and 28 U.S.C. § 1983; and

WHEREAS, the Defendants expressly deny all of the allegations made by Holloway, and maintain their position that no violations of the Title VII of the Civil Rights Act of 1964, 28 U.S.C. § 1981 and § 1983 or any other law, statutory or otherwise have occurred; and

WHEREAS, Holloway and the Defendants 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, Holloway and the Defendants covenant and agree as follows:

1. Holloway, an adult individual residing in Wisconsin, for herself, her heirs, personal representatives, executors, administrators, successors, agents and assigns, does hereby release and forever discharge the Defendants, their officers, their agents, employees and their successors and assigns, in their official or individual capacities, including personally; Jonathan Mejias-Rivera and Lisa Fossier, in their official and personal capacities; 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 she 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.*; 42 U.S.C. §§ 1981, 1983, 1985, 1986, 1988; the Wisconsin Fair Employment Act, Wis. Stats. §§ 111.31-111.395; the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101, *et seq.*; Wisconsin Chapter 109; Chapter 36 of the Milwaukee City Charter; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.*; the Federal Rehabilitation Act of 1973, as amended, the Civil Rights Act of 1991; the federal Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 *et seq.*; the state Family and Medical Leave Act; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*; the Municipal Employment Relations Act; and any other applicable statute or authority of law providing a cause of action as to either Holloway's employment with the City including, but not limited to, any claims which have arisen out of or are connected with the Defendants as named or referred to in the Action. The only exception to this Agreement is Holloway may continue with any ongoing proceedings pursuant to Wis. Stat. ch. 102.

2. Holloway has, contemporaneously with the execution of the instant Settlement Agreement, caused her attorney, Michael Lueder of Hansen Reynolds, LLC, to execute a stipulation for the dismissal of Eastern District of Wisconsin Case No. 24-CV-0134, *Letitia Holloway v. Jonathan Mejias-Rivera, Lisa Saffold, and the City of Milwaukee*, a true and correct copy of said stipulation is attached hereto as Exhibit A, and shall take any further steps necessary to discontinue and secure an order of dismissal with prejudice. Said stipulation will be filed with the Court within

one week of the payment identified in paragraph 3 of this Agreement. Holloway has also, contemporaneously with the execution of the instant Settlement Agreement, caused her attorney, Michael Lueder of Hansen Reynolds, LLC, to execute ERD Form 4871-E to dismiss the proceedings in front of the Department of Workforce Development — Equal Rights Division, a true and correct copy of said form is attached hereto as Exhibit B, and shall take any further steps necessary to discontinue and secure an order of dismissal with prejudice from the Department. Said form will be filed with the Department within one week of the payment identified in paragraph 3 of this Agreement. The parties recognize that U.S. Equal Employment Opportunity Commission ("EEOC"), EEOC Charge No. 443-2022-01827, has already been terminated. However, if said EEOC Charge is not terminated, Holloway shall take any and all actions necessary to immediately withdraw any charge filed by or on her behalf where the City is named as a Respondent now on file with the EEOC or Wisconsin Equal Rights Division.

3. In consideration of Holloway's dismissal of the foregoing action and the other covenants of stated herein, the City will:

a. pay the total sum of Fifty-Thousand Dollars (\$50,000.00) in the form of three checks:

- One check in the amount of \$37,500 will be made payable to "Letitia Holloway."
- One check in the amount of \$6,250 will be made payable to "Aldrete Law."
- One check in the amount of \$6,250 will be made payable to "Hansen Reynolds LLC."

With respect to said payment, Holloway and her attorneys agree 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, 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. Each party receiving funds will provide to the City a W-9 contemporaneously with the execution of this Agreement. The City will cause to be issued an IRS Form 1099 memorializing said payments. Holloway further acknowledges and agrees that the total sum of \$50,000.00 is the maximum amount that the City will pay in this matter, irrespective to any tax consequences to her.

b. Ensure that Holloway's work location is separate from the work location of either Mejias-Rivera or Fossier to reduce the likelihood of direct interaction between those individuals. Holloway acknowledges that there will be occasions where the needs and good service of the Milwaukee Police Department (MPD) will require Holloway to perform all necessary job functions and supervisory tasks in -conjunction with or collaboration between Mejias-Rivera and/or Fossier. All members are expected to carry out their assignment and perform their job functions with professionalism, courtesy, and respect. The purpose of this provision is to reduce the likelihood of those interactions while acknowledging that police work requires flexibility to accomplish the assignment.

c. In the event that Holloway believes paragraph 3(b) to be violated, she shall notify the Chief of Police in writing by submitting a memorandum through her chain of command. The department shall have 30 days to cure any perceived violation of paragraph 3(b).

4. It is expressly understood and agreed between the parties that by entering into this Agreement, Defendants in no way admit that they have violated any federal, state, or local statute or ordinance, MPD Standard Operating Procedures and Code of Conduct, or that they were otherwise negligent in performing their duties. 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 Defendants. Liability for any and all claims for relief is expressly denied by the Defendants.

5. Holloway and her attorneys, Michael Lueder of Hansen Reynolds, LLC, and Griselda Aldrete of Aldrete Law, and the Defendants and their 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. Holloway represents and certifies that she 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 her attorneys, that 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. Holloway 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 Holloway 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 of Milwaukee, and that this Settlement Agreement and General Release contemplates the extinguishment of any such claim or claims including but not limited to claims for damages, promotion, back pay, front pay, benefits, and physical or psychological suffering arising out of the facts and circumstances which gave rise to all claims presented in the Action. 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. Holloway 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 lump sum payment 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. Holloway warrants that, other than Hansen Reynolds LLC and Aldrete Law, 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 she has the sole right and exclusive authority to execute this Agreement and to receive the consideration hereunder; and that, other than an agreement with Hansen Reynolds LLC and Aldrete Law, she has not sold, assigned,

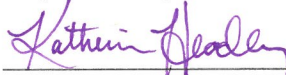
transferred, conveyed or otherwise disposed of any claim, demand, cause of action, obligation, damage, or liability covered by this Agreement.

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 it is not so approved.

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

EVAN C. GOYKE
City Attorney

Dated: 12/5/24


KATHERINE A. HEADLEY, Assistant City
Attorney State Bar No. 1115841
Attorneys for Jonathan Mejias-Rivera, Lisa Fossier,
and the City of Milwaukee

Dated: 11/30/2024


LETTITIA HOLLOWAY

1034-2024-734:293950

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

LETITIA HOLLOWAY,

Plaintiff,

v.

Case No. 24-CV-134

JONATHAN MEJIAS-RIVERA,
LISA SAFFOLD, and
CITY OF MILWAUKEE,

Defendants.

STIPULATION OF DISMISSAL

NOW COMES the Plaintiff, Letitia Holloway, by her attorney Hansen Reynolds, LLC, by Michael Lueder, and the Defendants, City of Milwaukee, Jonathan Mejias-Rivera, and Lisa Fossier, by their Attorney, Evan C. Goyke, City Attorney by Katherine A. Headley, Assistant City Attorney, and pursuant to a complete and final settlement of all the Plaintiff's claims, hereby stipulate to the dismissal of this lawsuit with prejudice and without further costs or fees to the parties.

Dated this 4th day of December, 2024.

EVAN C. GOYKE
City Attorney

s/ Katherine A. Headley
Katherine A. Headley
Assistant City Attorney
State Bar No. 1115841
*Attorneys for Defendants City of Milwaukee,
Jonathan Mejias-Rivera, and Lisa Fossier*
800 City Hall 200 E. Wells St.
Milwaukee, WI 53202

Telephone: 414-286-2601
Fax: 414-286-8550
Email: khead@milwaukee.gov

HANSEN REYNOLDS, LLC

By: /s/ Michael C. Lueder
Michael C. Lueder, SBN 1039954
Hansen Reynolds, LLC
301 N Broadway, Suite 400
Milwaukee, WI 53202
mlueder@hansenreynolds.com
Telephone: 414-455-7676
Facsimile: 414-273-8476

Attorneys for Plaintiff

State of Wisconsin
 Department of Workforce Development
 Equal Rights Division

Request to Withdraw Complaint

Authorization for this form is provided under Section 111.375, Wisconsin Statutes.
 Completion of this form is voluntary. However, if you wish to file a withdrawal of a discrimination complaint with the Equal Rights Division, you must submit a written document containing the information sought by this form.
 Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

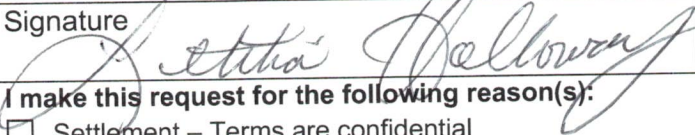
Complainant	
First Name	Letitia
Middle Name	
Last Name	Holloway
Street Address	8567 W. Grantosa Dr.
City	Milwaukee
State	WI
Zip Code	53225
Respondent	

Respondent Name	City of Milwaukee
Street Address	749 W. State St. Milwaukee, WI 53233
City	Milwaukee
State	WI
Zip Code	53233

I wish to withdraw my discrimination complaint against the above named respondent(s) filed with the:

<input checked="" type="checkbox"/> Department of Workforce Development Equal Rights Division	(ERD) Case Number CR202202416
<input checked="" type="checkbox"/> U.S. Equal Employment Opportunity Commission	(EEOC) Case Number 443202201827
<input type="checkbox"/> City of Madison Equal Opportunities Commission	(MEOC) Case Number

I have been advised that under state, federal and local laws it is unlawful for any person to threaten, intimidate or harass me because I have filed a complaint.

Signature 	Date Signed 12/5/2024
I make this request for the following reason(s):	
<input type="checkbox"/> Settlement – Terms are confidential <input checked="" type="checkbox"/> Settlement – Terms not confidential <input type="checkbox"/> Complainant wishes to withdraw because <input type="checkbox"/> Complainant requests that the EEOC issue a right to sue letter so the Complainant may pursue the federal law claims in Federal Court. The EEOC Case No. is <input type="checkbox"/> Complainant requests that the EEOC investigate the federal law claims. The EEOC Case No. is	

Drop off or send completed form to:

Office Location	Equal Rights Division	201 E Washington Ave – A100	Madison	WI	53703
Mailing Address	Equal Rights Division	PO Box 8928	Madison	WI	53708
Office Location & Mailing Address	Equal Rights Division	819 N 6 th St – Room 723	Milwaukee	WI	53203