

STATE OF WISCONSIN
DEPARTMENT OF WORKFORCE DEVELOPMENT
WORKER'S COMPENSATION DIVISION

NANCY E. GRIDER,

Applicant,

v.

CITY OF MILWAUKEE,

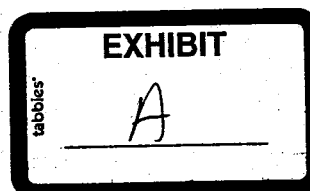
Self-insured Employer,
Respondent.

FULL AND FINAL
COMPROMISE AGREEMENT

WC Claim No. 1998065753

IT IS HEREBY STIPULATED AND AGREED by and between the above-named parties, by their respective counsel as follows:

That the applicant claims to have sustained repeated mental, psychological and emotional injuries, including physical symptoms therefrom, arising out of and in the course of employment for respondent. All injuries are alleged to have resulted directly or indirectly from a hostile work environment, sexual harassment, and/or sex discrimination over the course of her employment, including without limitation, events at the Howard Avenue Water Works treatment facility in November, 1998. The applicant claims to have sustained severe mental, emotional and psychological injuries as a result of the alleged hostile work environment, resulting in temporary total disability over and above that for which the applicant has already been compensated, and permanent partial disability, the need for vocational retraining, and loss of earning capacity. The applicant has alleged November 14, 15 or 16, 1998 as a date of injury; however other dates of injury are numerous and uncertain; all conceivable dates of injury and all interactions with all co-workers or supervisors and all events which may allegedly have occurred with respect to a hostile work environment, whether gender based or not, are intended to be included in this Full



and Final Compromise. The applicant's injuries are more fully described in the medical records attached. The applicant's last day of work was on or about November 22, 1998.

That the applicant's date of birth is February 14, 1949 and her social security number is 393-54-9403.

That on all dates of injury herein the parties were subject to the Worker's Compensation Act of Wisconsin.

That the applicant was earning the maximum average weekly wage at the time of said alleged injury in 1998.

That the applicant claims as a result of said mental injuries to have sustained temporary total disability over and above that for which she has already been compensated, and permanent partial disability in the form of permanent restrictions which prevent applicant from returning to her employment with respondent, and loss of earning capacity. In support of her position, applicant relies on the records of David P. Prasse, Ph.D., Licensed Psychologist, and Timothy Riley, vocational consultant (attached).

IT IS FURTHER STIPULATED AND AGREED that the respondent admits that the applicant sustain temporary disability from 11/22/98 to 2/28/99, inclusive and was paid injury pay; and, that respondent further paid injury pay from 3/1/99 to 5/11/99, inclusive under mistake of fact. The respondent denies that there was a hostile work environment, sexual harassment or sex discrimination. Any liability admitted herein is due to the sole and discrete events of November, 1998 which do not rise to the level of a sexually harassing, hostile work environment. Further, respondent denies the nature and extent of the disability applicant claims, and specifically denies any further liability for temporary total disability, denies that the applicant sustained any permanent partial disability, or loss of earning capacity, or that she requires

vocational retraining or rehabilitation. In support of its position, respondent relies on the attached WC16-Bs and reports of Dr. Calvin Langmade, Psy. D, as follows: WC16B dated 5/3/99 with attached narrative report dated 5/1/99; WC16B dated 11/22/99 with narrative report dated 11/19/99; WC16B dated 12/13/99 with attached narrative report dated 7/7/99.

IT IS FURTHER STIPULATED AND AGREED that the parties agree that there is a bona fide dispute as to whether the injuries occurred as alleged, as well as the nature and extent of disability.

IT IS FURTHER STIPULATED AND AGREED that the applicant acknowledges that she has incurred medical expenses which she claims to be related to the alleged injury, and that she may incur further medical expenses in the future. Applicant further acknowledges that she is now working part time, in lower paid seasonal work, for a different employer, and that she may be unable to resume her occupation or any full time employment in the future, and may further be totally unable to work in the future. Applicant has been fully informed of her rights under the WORKER'S COMPENSATION ACT, including the right to payment for medical expenses deemed to be reasonably necessary as the result of a compensable work injury pursuant to Lisney v. LIRC, 171 Wis. 2d 499, 493 N.W.2d 14 (1992), and that this matter can be permitted to go to hearing and a decision of the Department, but in lieu thereof prefers to enter into this FULL AND FINAL COMPROMISE AGREEMENT.

IT IS FURTHER STIPULATED AND AGREED that this is a full and final settlement and COMPROMISE agreement of a disputed claim in which the respondent denies liability except as set forth above.

IT IS FURTHER STIPULATED AND AGREED by and between the applicant and the respondent that in full and complete COMPROMISE and settlement of any and all liability of the

respondent to the applicant under the Worker's Compensation Act of Wisconsin including (but not excluding other sections by this enumeration) sections 102.18(1)(bp), 102.22, 102.35(3), 102.43(5), 102.44, 102.46, 102.47, 102.48, 102.49, 102.50, 102.555, 102.56, 102.57, 102.58, 102.59, 102.60 and 102.61, the respondent will pay One Hundred and Two Thousand and 00/100ths Dollars (\$102,000.00), in a single lump sum, without interest credit, and upon said payment, along with other payments made by respondent pursuant to a global settlement agreement of same date entered into by the applicant with the advice of counsel, the respondent shall stand relieved of any liability for said injuries regardless of date or mechanism of injury.

IT IS FURTHER STIPULATED AND AGREED that the Department of Workforce Development may enter its award in accordance with this agreement forthwith, and without further notice to the parties, and that said award may provide for the direct payment to applicant's attorney of his fees in an amount equal to twenty percent (20%) of the foregoing, and cost reimbursements in the sum of _____.

IT IS FURTHER STIPULATED AND AGREED that the employee has the right to petition the Department of Workforce Development to set aside or modify this compromise agreement within one year of its approval by the Department. The Department may set aside or modify the compromise agreement. The right to request the Department to set aside or modify the compromise agreement does not guarantee that the compromise will in fact be reopened.

Dated: 03-19-01

[Signature]
Witness

[Signature]
Nancy E. Grider

HICKEY, TURIM & USOW

Dated: _____

By: David M. Turim
Attorney for Applicant, Nancy E. Grider

CITY OF MILWAUKEE

Date: _____

By: Maurita Houren
Assistant City Attorney
Attorney for Respondent

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