

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into for and in consideration of the commitments set forth herein on this ____ day of January, 2017, by and between Raushanah Williams (hereinafter referred to as “Williams”), Lawton & Cates, S.C. (hereinafter referred to as “Lawton”), and the City of Milwaukee, its predecessors, successors and assigns, its officers, directors, employees, insurers, agents and representatives, (hereinafter referred to as “the City”).

WHEREAS, Williams has filed three separate legal actions with the State of Wisconsin, Department of Workforce Development, Equal Rights Division (hereinafter referred to as “ERD”), Case No. CR201500697, cross-filed with the EEOC as Case No. 26G201500615C, Case No. CR201600081, cross-filed with the EEOC as Case No. 26G201600437C, and Case No. CR201604028, cross-filed with the EEOC as Case No. 26G201600049C, against the City alleging discrimination based upon sex and retaliation in violation of the Wisconsin Fair Employment Act and Title VII of the Civil Rights Act of 1964 *as amended*;

WHEREAS, a merits hearing was held on April 20, 2016 in Case No. CR201500697 before an Administrative Law Judge (hereinafter referred to as “ALJ”);

WHEREAS, Williams was represented at the April 20, 2016 hearing by David Bolles who, at the time of hearing, was employed as an associate attorney by Lawton;

WHEREAS, on or about October 1, 2016, Williams retained attorney Maxwell Livingston to represent her in all three ERD cases referenced above;

WHEREAS, on November 7, 2016, the ALJ in Case No. CR201500697 issued a final decision in which he awarded \$2,663.42 in back pay to Williams and \$9,430.96 to Lawton in attorney's fees and costs;

WHEREAS, on November 23, 2016 the City filed with the Labor and Industry Review Commission (hereinafter referred to as "LIRC") a Petition for Review of the ALJ's decision in Case No. CR201500697;

WHEREAS, the City expressly denies all of the allegations made by Williams and maintains its position that no violations of Federal or State law, statutory or otherwise, have occurred; and

WHEREAS, Williams, Lawton, and the City wish to avoid the expense and disruption of any further litigation or dispute 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, Williams, Lawton, and the City covenant and agree as follows:

1. Williams, for herself, her 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, and 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 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 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 either Williams's employment with the City, any claims which have arisen or could arise out of or are connected with the City as named or referred to in ERD Case No. CR201500697, Case No. CR201600081, and Case No. CR201604028, and any amendment to those charges.

2. Williams, upon receipt of this executed agreement, will file with the ERD a motion relating to ERD Case No. CR201500697, Case No. CR201600081, and Case No. CR201604028, and cross-file it with the EEOC, asking for the dismissal of the aforementioned ERD/EEOC charges and all amendments with prejudice. Williams shall take any further steps necessary to discontinue and secure an order of dismissal based upon a private settlement with prejudice and without further attorneys' fees or costs awarded to any party in said case.

3. Attorney David M. Stegall, on behalf of Lawton, its owners, employees, representatives, 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, and demands and expenses (including attorneys' fees and costs), whatsoever in law or equity, which it has had, now has, or may have against the City, which have arisen or could arise out of or are connected with the City as named or referred to in ERD charges Case No. CR201500697, Case No. CR201600081, and Case No. CR201604028, and any amendment to those charges.

4. In further consideration of the covenants and agreements herein, Williams hereby agrees that the City is not to consider her for any employment, whether as an employee or independent contractor or consultant, or employ her at any time after January 27, 2016. Williams agrees that she will not apply for or accept any offer of employment with the City, whether as an employee or independent contractor or consultant, at any time after January 27, 2016.

5. In consideration of the covenants and agreement herein, the City agrees to pay \$50,000 as follows:

a. Williams will be compensated in the amount of \$43,500 in two checks, one made payable to Williams for \$33,500 in her name (Raushanah Williams) and one made payable to Law Offices of Maxwell Charles Livingston for \$10,000 for all damages, including fees and costs of her current attorney(s).

b. Lawton will be compensated in the amount of \$6,500 in one check made payable to Lawton & Cates, S.C. in full payment of any claim for attorney's fees and costs owed to them.

6. Upon execution of this agreement, the City will inform LIRC that it is withdrawing its petition for review in ERD Case No. CR201500697.

7. Williams and her attorney acknowledge and agree that Williams 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 taxes. Williams further acknowledges and agrees that the sum of \$50,000 is the maximum amount the City will pay in this matter, irrespective of any tax consequence to Plaintiff.

8. Williams, Lawton, and the City specifically agree that their execution of this Agreement resolves all claims by all parties for any damages including, but not necessarily limited to, wages, back pay, attorneys' fees and costs, compensatory damages, and any other costs or expenses in or related to ERD Case No. CR201500697, Case No. CR201600081, and Case No. CR201604028, or otherwise.

9. 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, local statute or ordinance, or contractual provision. 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.

10. All parties represent and certify that they have carefully read and fully understand all of the provisions and effects of this Settlement Agreement and Release, and have had time to thoroughly discuss all aspects of this Agreement with an attorney. All parties acknowledge that they are knowingly and voluntarily entering into this Agreement, and that neither the City nor its attorney(s) made any representation concerning the terms or effects of this Agreement other than those contained herein.

11. Williams expressly acknowledges that the Settlement Agreement and General Release is intended to include in its effect, without limitation, the release of all claims which have arisen and of which she knows or should have known, had reason to know or suspect to exist in her favor at the time of the execution hereof concerning her employment with the City and that this Settlement Agreement and General Release contemplates the extinguishment of any such claim or claims, consistent with the terms of this Agreement. It is agreed that this Settlement Agreement does not include the release of claims that may arise after the date that this Agreement is executed.

12. Each party to this Settlement Agreement and 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

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

14. Should any specific provision or provisions of this Settlement Agreement and Release be declared or be determined by any court to be illegal, invalid, and/or against public policy, the validity of all 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.

15. This Settlement Agreement and 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.

16. Williams warrants that she has the sole right and exclusive authority to execute this Agreement and to receive the consideration hereunder, and that 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.

17. A facsimile or scanned or e-mailed version of this Settlement Agreement shall be valid as the original.

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

Date: _____

Raushanah Williams

Subscribed and sworn to before me
this ____ day of January 2017.

NOTARY PUBLIC, State of Wisconsin
My Commission expires: _____

Date: _____

David M. Stegall
Attorney and Shareholder
Lawton & Cates, S.C.

Date: _____

Dan Thomas M.P.A., J.D.
Department of Public Works Director of Operations
City of Milwaukee

1058-2015-892/235707