

## **AGREEMENT and GENERAL RELEASE**

This Agreement and General Release (“Agreement”) is made by and between Milwaukee County employee Jean Orlow (hereinafter referred to as “Orlow”) and the employer Milwaukee County.

WHEREAS, Orlow is employed by Milwaukee County in the Department of Health and Human Services, Housing Division, as a Housing Program Manager; and

WHEREAS, Milwaukee County’s actions regarding Orlow’s employment and compensation were lawful in all respects and in compliance with all policies and procedures; and

WHEREAS, the Orlow and Milwaukee County desire to achieve an agreement of all matters relating to any potential claims that Orlow may assert, and have arrived at a compromise of all such matters;

NOW, THEREFORE, based upon the foregoing and in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Milwaukee County agrees to pay \$7,500.00 minus appropriate payroll deductions to Orlow. Said payment shall be considered wages earned from 2013 and 2014, and shall be paid to Orlow upon approval by the Milwaukee County Committee on Judiciary, Safety and General Services.

2. Milwaukee County agrees to advance Orlow from Step 1 of pay grade 33M to Step 3 of pay grade 33M. The date of this step advancement shall become the date used to calculate the meritorious completion of two thousand eighty (2,080) straight time hours paid for subsequent step advancements.

3. Orlow’s pension benefits will be recalculated to reflect paragraphs 1 and 2 above.

4. As a material inducement to Milwaukee County to enter into this Agreement, Orlow hereby irrevocably and unconditionally releases, acquits and forever discharges Milwaukee County, its successors, assignees, agents, directors, officers, elected officials, former and present employees, representatives, divisions, departments, affiliates and insurers, and all other persons acting by, through or in concert with any of them (collectively “Releasees”) from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, actions, damages, expenses, or right of any and every kind or nature, accrued or unaccrued, known or unknown, which Orlow may have against the Releasees. This Agreement pertains to, but is in no way limited to, all matters related to or arising out of Orlow’s compensation and employment with Milwaukee County and all claims for damages. This Agreement further pertains to any federal, state or local laws or regulations of any kind, as well as common law actions, including but not limited

to, any tort, discrimination, breach of contract, or public policy claims. This Agreement is limited to the events that have occurred prior to its execution and does not preclude claims based upon events that may occur in the future.

5. Orlow represents that she has not filed any complaints, charges, claims or grievances against Milwaukee County with any local, state or federal agency, court or commission; that she will not do so at any time hereafter against Milwaukee County for events occurring prior to the date this Agreement is executed by Orlow and Milwaukee County; and that if any agency, commission or court assumes jurisdiction of any such complaints or charges on behalf of Orlow, she will request that the agency, commission or court dismiss such proceeding.

6. This Agreement shall be binding upon and inure to the benefit of Orlow and Milwaukee County and their heirs, administrators, representatives, executors, successors and assignees.

7. Orlow and Milwaukee County understand and agree that this Agreement is final and binding and constitutes the complete and exclusive statement of the terms and conditions of release and that no representations or commitments were made by Orlow or Milwaukee County to induce this Agreement other than as expressly set forth herein.

8. It is understood that neither the signing of this Agreement nor any actions taken in fulfillment of the representations contained herein shall constitute an admission by Milwaukee County of violations of any laws.

9. Orlow agrees that she will not divulge proprietary or confidential information relating to Milwaukee County. Orlow further agrees that the existence and terms of this Agreement have been and will be kept confidential and will not be disclosed, revealed or characterized by her (directly or indirectly by innuendo or otherwise), except as required by law, to anyone other than her immediate family, her attorney and her tax advisor, who shall also agree similarly not to make any further disclosure.

10. Orlow acknowledges that she has read and understands the contents of this Agreement, that she has been given sufficient time in which to consider the contents of this Agreement, and she was given the opportunity to consult with an attorney regarding this Agreement, but declined to do so. Further, Orlow acknowledges that Milwaukee County has not made any representations to her that have not been expressly stated in this Agreement. This Agreement shall not be modified or supplemented except by a subsequent agreement signed by Orlow and Milwaukee County.

(The remainder of this page is intentionally left blank.)

CAUTION: THIS IS A RELEASE. CONSULT WITH AN ATTORNEY  
AND READ IT CAREFULLY BEFORE SIGNING.

By: Jean M Orlow  
JEAN ORLOW

Date: 4/15/14

Subscribed and sworn to before me  
this 15<sup>th</sup> day of April, 2014.

M. Yatabaeb

Notary Public-State of Wisconsin

My commission expires May 15, 2016



For Milwaukee County:

Hector Colón

Hector Colón

Director of the Department of Health and Human Services

Date: 4/24/14

DEPARTMENT OF  
HUMAN RESOURCES  
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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is made by and between MILWAUKEE COUNTY ("Milwaukee County"), a municipal corporation, and John Dargle.

**1. Employment Status and Final Payments.**

a. Resignation Date. Your resignation from employment with Milwaukee County is effective as of December 1, 2017 (the "Resignation Date").

b. Final Wages. You will receive a check after your Resignation Date for all earned salary, and for all accrued but unused overtime, vacation time, personal time and holiday time (together "Additional Earned Time"), if you are entitled Additional Earned Time, less applicable federal, state and/or local withholding and/or payroll taxes.

**2. Consideration.** In exchange for, and in consideration of, your full execution of this Agreement, and after the seven-day revocation period set forth in Section 6 has expired without being exercised, Milwaukee County agrees as follows:

a. Milwaukee County agrees to pay you a lump sum payment in the amount of Thirty-Six Thousand Dollars and 44/100 Cents (\$36,601.44), less applicable federal, state and/or local withholding and/or payroll taxes, and/or other permissible deductions. This sum will be paid no later than fifteen (15) calendar days from the expiration of the revocation period.

b. Regardless of whether you execute this Agreement, and provided you timely complete the required election forms, you are eligible to continue receiving medical and/or dental insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"). If you execute and do not rescind this Agreement, for the month of February, Milwaukee County will pay that part of the COBRA premiums equivalent to the health and dental insurance premiums it would have paid on your behalf had you remained employed by Milwaukee County, after which you may, at your own expense, continue participation in COBRA for the balance of time provided by law (provided, however, the "qualifying event" under COBRA shall be deemed to have occurred on the Resignation Date).

**3. No Admission of Fault or Wrongdoing.** It is understood and agreed that this Agreement does not constitute an admission of fault, wrongdoing, liability, injury, or damages by Milwaukee County; and you specifically acknowledge that Milwaukee County has not acted improperly or unlawfully towards you in any way in connection with your employment, separation or otherwise, or that any action on the part of Milwaukee County constituted a breach of contract or violated any federal, state, or local law, policy, rule or regulation.

**4. Release.** This section of the Agreement is a release of legal claims. In this section, you are agreeing to release your right to sue Milwaukee County and to the other releases below for all claims that arose up to the date of the Agreement. Please carefully review this section with your attorney, or other trusted advisor, and do not sign this document unless you understand what this section says.

a. In exchange for the amount described in Section 2, which is in addition to anything of value to which you are entitled to receive, you hereby release and forever discharge Milwaukee County, its successors, assignees, agents, directors, officers, elected officials, former and present employees, representatives, divisions, departments, affiliates and insurers, and all other persons acting by, through or in concert with any of them (the "Released Parties") from any and all matters, claims, complaints, charges, demands, damages, causes of action, debts, liabilities, controversies, judgments and lawsuits of every kind and nature whatsoever, except for any claim(s) for Workers' Compensation or any other claim, which, as a matter of law, cannot be released by private agreement, as of the date of this Agreement, foreseen or unforeseen, known or unknown, including but not limited to those arising out of your employment with Milwaukee County. The claims, complaints and actions released include, but are not limited to any claims you may have relating to your employment with Milwaukee County, including any claims for attorneys' fees or claims of violations arising under the Civil Rights Act of 1964, 42 U.S.C. § 2000(e) *et seq.*; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 *et seq.*; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*; the Wisconsin Fair Employment Act, Wis. Stat. §§ 111.31-111.395; the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; the Rehabilitation Act of 1973, 29 U.S.C. § 701, *et seq.*; the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*; or any other relevant federal, state or local statute or ordinance, or arising under common law, including but not limited to torts, contracts, discrimination, or public policy claims.

**5. Waiver of Rights and Claims Under the ADEA.** Because you are 40 years or older, you are hereby informed that you may have specific rights and/or claims under the ADEA and the Older Workers Benefits Protection Act ("OWBPA") and you agree that:

a. in consideration of the promises by Milwaukee County contained herein, which you are otherwise not entitled to receive, you specifically and voluntarily waive such rights or claims under the ADEA you might have against the Milwaukee County to the extent such rights or claims arose prior to the date this Agreement was executed;

b. you understand that rights or claims under the ADEA which may arise after the date of this Agreement are not waived by you;

c. you were was advised to consider the terms of this Agreement carefully and to consult with or seek advice from an attorney of your choice or any other person of your choosing prior to executing this Agreement;

d. you have carefully read and fully understand all of the provisions of this Agreement, and you knowingly and voluntarily agree to all terms set forth herein; and

e. in entering this Agreement you are not relying on any representation, promise or inducement made by Milwaukee County with the exception of those promises described in this document.

**6. Period for Review and Consideration of Agreement; Effective Date.**

a. You acknowledge that you were informed and understand that you have twenty-one (21) days to review this Agreement and consider its terms before signing it.

b. You understand that you may revoke this Agreement for a period of seven (7) days after signing it. In order to revoke the Agreement, you must submit a written notice of revocation to **Margaret C. Daun, Corporation Counsel**, located at **901 North 9th Street, RM 303, Milwaukee, WI 53233 (Margaret.Daun@milwaukeecountywi.gov)**. This written notice may be sent by mail, email or hand-delivery but must be received by Milwaukee County no later than the seventh day. This Agreement will not become effective or enforceable until this revocation period has expired without being exercised.

7. **Milwaukee County Property.** You agree that on or before November 30, 2017 you will return all Milwaukee County owned equipment (including, but not limited to, laptops, smartphones, keys, security cards or parking cards), materials, files or documents, and any other property.

8. **Future Conduct.**

a. **Non-Disparagement.**

i. You agree not to make disparaging, critical or otherwise detrimental comments to any person or entity concerning Milwaukee County, its elected officials, officers, or employees. This includes the business affairs, operation, management or the financial condition of Milwaukee County; or the circumstances surrounding your employment and/or separation from Milwaukee County.

ii. With respect to any third-party inquires of Milwaukee County regarding your employment with the county, the following parties agree to not make any disparaging, critical or otherwise detrimental comments to any person or entity denigrating or otherwise speaking ill of you and your employment with Milwaukee County that relates to this Agreement, and if asked the reason for your departure, will answer that you resigned: Chris Abele, Milwaukee County Executive; Raisa Koltun, Chief of Staff, Milwaukee County Executive's Office; and Kerry Mitchell, Director of Human Resources.

b. **Confidentiality.** You agree to keep the terms of this Agreement confidential and not to disclose its terms to any other person, entity, or organization except your spouse, tax advisors, accountants, or legal counsel; provided, however, that any such person also agrees to keep this information confidential except as necessary for the enforcement or compliance with this Agreement. The parties understand and agree that pursuant Wis. Stat. § 19.21 *et seq.*, Milwaukee County is subject to Wisconsin Public Records Law and that this Agreement is a public record subject to inspection and, irrespective of this confidentiality provision, it will not be a violation of this Agreement for Milwaukee County to disclose this Agreement in response to a lawful request under Wisconsin Public Records Law, or as otherwise may be required by law.

9. **Breach.** If you breach any of your obligations hereunder, you shall forfeit the amount described in Section 2. The prevailing party in any action to enforce or defend any provision of this Agreement shall be entitled to recover all damages, court costs and reasonable attorney's fees incurred in prosecuting or defending an action under this Agreement.

10. **Entire Agreement.** This Agreement contains the full understanding of the parties regarding the subject matter addressed in this document and supersedes any and all other agreements or understandings, whether oral or written, between the parties.

11. **Severability.** If any provision of this Agreement is held invalid, void or voidable as against public policy or otherwise, the invalidity will not affect other provisions which may be given effect without the invalid provision. The language of all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the parties.

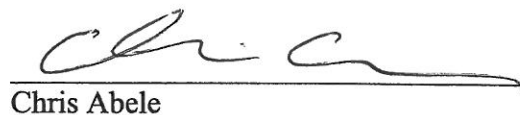
12. **Amendment.** This Agreement may not be changed, amended, modified, altered or rescinded except upon the express written consent of the parties.

13. **Governing Law; Venue.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. Any claims or legal actions by one party against the other will be commenced and maintained in state or federal court located in Milwaukee County, the Eastern District, State of Wisconsin, and you submit to jurisdiction and venue of any such court.

14. **Acknowledgment.** You acknowledge and agree that you have read and understand the contents of this Agreement, that you have been given sufficient time in which to consider the contents of this Agreement, and that you has received full, fair, and adequate representation from your counsel throughout this matter, and that you enter into this Agreement knowingly and voluntarily. Further, you acknowledge that Milwaukee County has not made any representations to you that have not been expressly stated in this Agreement.

  
\_\_\_\_\_  
John Dargle

Date: 5 Dec 2017

  
\_\_\_\_\_  
Chris Abele

Date: 12/7/17

**IF YOU DO NOT WISH TO USE THE 21-DAY PERIOD  
PLEASE CAREFULLY REVIEW AND SIGN THIS DOCUMENT**

I, John Dargle, acknowledge that I was informed and understand that I have 21 days within which to consider the attached Settlement Agreement and Release, have been advised of my right to counsel with an attorney regarding the Agreement and have considered carefully every provision of the Agreement, and that after having engaged in those actions, I prefer to and have requested that I enter into the Agreement prior to the expiration of the 21-day period.

Dated: 5 Dec 2017

Dated: 12/5/2017

  
\_\_\_\_\_  
John Dargle

  
\_\_\_\_\_  
Name:

Witness