

**INTEROFFICE COMMUNICATION
COUNTY OF MILWAUKEE**

DATE: July 1, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Mark A. Grady, Deputy Corporation Counsel *MAG*

SUBJECT: *Wilfredo Rivera v. Milwaukee County et al.*
E.D. Wis. Case No. 13-CV-1156

I request that this matter be referred to the Committee on Judiciary, Safety and General Services for approval of a settlement in the total amount of \$21,500 and placement of Mr. Rivera into the position of Technical Specialist Level IV, step 1 of the pay range. The settlement includes the payment by Wisconsin County Mutual of attorneys' fees to Rivera's attorneys in the amount of \$6,500.00 and payment by Milwaukee County of back wages in the amount of \$15,000.00. The defense of this case was handled by Attorney Roy Williams of our office and then after his departure from our office was handled by outside counsel with Lindner & Marsack through the Wisconsin County Mutual. Settlement is recommended by both their office and ours.

Rivera began his employment with the County in October of 2001 as a Tech II at the Airport. He was supervised by the Accounting Manager. When a Tech IV position became vacant, Rivera applied for the promotion. He was interviewed by a three person panel comprised of the now-retired Accounting Manager and two private individuals from outside county government. All three panelists were white males; Rivera is Hispanic. Another Tech II who applied for the position, a white male, was given the promotion. Rivera alleges that he was more qualified for the promotion. Following the promotion, Rivera alleges that he and the promoted Tech IV were nevertheless given the same duties without any meaningful distinction between them, despite Rivera's lower pay and title. Rivera alleges that the County illegally discriminated against him based on race in making the promotion decision and illegally discriminated against him following the promotion by giving him the same work as the promoted employee for less pay.

Rivera claims lost wages, including overtime, for approximately three years since the promotion of the other employee in the total of approximately \$65,000.00. Rivera will be entitled to recover his attorneys' fees if he recovers any damages in

this case. Rivera claims that his attorneys' fees are approximately \$10,000.00 at this point in time and will, of course, increase with further litigation.

The Airport has another vacant Tech IV position. The proposed settlement will promote Rivera into this Tech IV position, at step 1 of the pay range.

Outside counsel negotiated with Rivera's counsel and recently reached an agreement to settle the case for the payment by Milwaukee County of \$15,000 in back wages and the payment by Wisconsin Mutual of \$6,500 in attorneys' fees. We join with outside counsel in recommending this settlement.

cc: Raisa Koltun
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