

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Peter B. Kisken (“Mr. Kisken”) and the City of La Crosse.

Mr. Kisken filed a Discrimination Complaint against the City of La Crosse with the Wisconsin Equal Rights Division (CR201300132) and the Equal Employment Opportunity Commission (26G201300409C). The City of La Crosse denies the allegations made by Mr. Kisken in his Discrimination Complaint.

Mr. Kisken and the City of La Crosse desire to resolve all matters between them without needing to expend further effort or money and without admitting that any unlawful or improper actions occurred.

Mr. Kisken and the City of La Crosse enter this Agreement and intend that it, along with the Release attached and incorporated hereto, shall embody all of the terms and conditions of their settlement and shall constitute the complete agreement between them.

In consideration of the promises contained herein, Mr. Kisken and the City of La Crosse agree to the following:

1. The City of La Crosse and RSUI Indemnity Company will pay to Peter B. Kisken and to Fox & Fox, S.C. the amount of \$260,000. The payment of \$260,000 is not for wages, but for compensatory damages, attorney fees and costs.
2. The City of La Crosse will change Mr. Kisken’s “termination” to a “resignation” effective April 12, 2013. The status change does not grant or entitle Mr. Kisken to any additional benefits.
3. Mr. Kisken agrees that he shall not seek or accept future employment with the City of La Crosse.
4. Mr. Kisken shall sign the attached Release which is incorporated by reference into this Agreement, and this Agreement will only become effective when Mr. Kisken executes said Release.
5. Within seven days of signing this Settlement Agreement and Release, Mr. Kisken shall take appropriate measures to dismiss with prejudice ERD Case No. CR201300132 and EEOC Charge No. 26G201300409C.
6. Neither Mr. Kisken, his attorneys or representatives nor the City of La Crosse shall initiate any contact with any news media representative about this settlement and if contacted or questioned about the status of the matter shall not make comment other than to state that a settlement has occurred.

7. The fact that this matter has settled is not an admission by the City of La Crosse of any unlawful, harassing, or discriminatory conduct with regard to Mr. Kisken or any other person. The City of La Crosse, as set forth in the attached Release, specifically and completely denies those claims.
8. Mr. Kisken represents and warrants that he has not assigned, encumbered or transferred any claim or claims which he may have against any of the Released Parties (as defined in the attached Release) and that he has no knowledge of any other person or organization who has a claim against any of the Released Parties directly or by rights of subrogation.. Mr. Kisken agrees to indemnify and hold harmless the Released Parties from any obligation, liability, claim or expense resulting from a breach of this warranty and representation.
9. Should any provision of this Agreement be held invalid or unenforceable, this shall not affect the enforceability of the remaining provisions of this Agreement.
10. This Agreement (together with the attached Release) contains the entire understanding between Mr. Kisken and the Released Parties relating to the settlement of the claims made by Mr. Kisken and is agreed to by Mr. Kisken without reliance on any statement, representation, promise or inducement, except as expressly stated in this Agreement and the attached Release. Mr. Kisken is relying on his independent judgment, knowledge and belief and upon the advice of his attorneys as to all phases of his claims and as to the terms of this Agreement and the attached Release.
11. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
12. Mr. Kisken acknowledges that he has read this Agreement, that he has thoroughly and completely reviewed the agreement with his attorneys, and he understands its contents and agrees to its terms and conditions of his own free will for the purpose of making a full and final settlement of all past, present or future claims described in this Agreement and the attached Release.
13. Fox & Fox, S.C., attorneys for Mr. Kisken, sign this Agreement to indicate their consent to the settlement under Wis. Stat. §757.38, to approve the form and content of this Agreement and the attached Release and to release their attorney lien.
14. This Agreement and the attached Release are binding upon Mr. Kisken and the City of La Crosse and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

Date

PETER B. KISKEN

FOX & FOX, S.C.

Date

MICHAEL R. FOX
Attorney for Complainant, Peter B. Kisken

CITY OF LA CROSSE

Date

By: _____
TIM KABAT
Mayor

RELEASE

For good and valuable consideration described in the attached Settlement Agreement, the receipt and sufficiency of which is acknowledged, Peter Kisken individually and on behalf of himself, his heirs, successors and assigns and his attorneys, (collectively referred to as the “Releasing Parties”), release and forever discharge the City of La Crosse, the City of La Crosse’s insurer, RSUI Indemnity Company, and all past and current City of La Crosse officials, officers, employees, agents, servants, representatives, attorneys, insurers, successors, and assigns (collectively referred to as the “Released Parties”) from any and all causes of action, claims, damages and liability of any kind or character whatsoever, whether known or unknown, past or future, and he had in the past, now has or may in the future have against any of the Released Parties arising out of, resulting from or related to the allegations and claims particularly described in the Discrimination Complaint ERD Case No. CR201300132 and EEOC Charge No. 26G201300409C.

The released claims include all claims that were or could have been alleged against the Released Parties in Mr. Kisken’s Discrimination Complaint against the City of La Crosse with the Wisconsin Equal Rights Division and the Equal Employment Opportunity Commission, as well as any and all claims that have been or could have been asserted in any other forum. The released claims specifically include, but are not limited to, all past, present and future claims of lost wages, lost benefits, punitive damages, emotional distress, post-traumatic stress disorder, or any physical, emotions, psychological or mental health condition of any kind or nature, costs, attorneys’ fees or any other type of damages or compensation.

This Release fully extinguishes all claims and causes of action, including but not limited to those for any and all claims or causes of action under federal or state statutes, common law or other rules of law, including, but not limited to, the United States Constitution, the Wisconsin Constitution, the Wisconsin Fair Employment Act, §111.31-111.395, the Wisconsin Family and Medical Leave Act, §103.10, Title VII, 42 U.S.C. 2000e et seq., as amended, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 *et seq.*, the Older Workers Benefit Protection Act, the Family & Medical Leave Act, as amended, 29 U.S.C. § 2601, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, any “whistleblower” law, 42 U.S.C. § 1983 and 42 U.S.C. § 1985. Further, this Release fully extinguishes any claim for wages, benefits, compensatory and/or punitive damages; costs and disbursements; attorney's fees; or any other element of recovery.

This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. Peter B. Kiskien agrees to indemnify the Released Parties from any claims arising out of the Wisconsin Uniform Marital Property Act, including any expenses incurred in the defense of such claims.

It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages arising out of the incidents subject to this Release. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.

I understand that in making this Release I will have no right to make a claim against anyone, including the Released Parties, for more money even if I later become dissatisfied with this settlement for any reason whatsoever.

It is understood and agreed that this agreement is a full compromise of a disputed claim, and is not to be construed as an admission of liability by the Released Parties. It is recognized that the Released Parties deny that they are liable for the claimed damages. It is hereby stipulated that no party to this Agreement and Release is to be considered a "prevailing party" for any purpose.

PETER B. KISKEN understands that the compensation paid to him under this Release represents non-wage damages. PETER B. KISKEN further understands that the payment may nonetheless be subject to certain taxes and that the Released Parties make no representations or promises regarding the taxability or non-taxability of the settlement proceeds. PETER B. KISKEN agrees to be responsible for all taxes, if any, related to or arising from the settlement paid under this Settlement Agreement and Release. PETER B. KISKEN agrees to indemnify and hold the Released Parties harmless from any and all tax liability or related costs or expenses associated with this payment, including but not limited to any liability for tax payments, interest or penalties, and any attorney, accountant or other professional fees or costs incurred as a result of any failure of PETER B. KISKEN to meet his obligations under this provision.

I, Peter B. Kisken, acknowledge that I have read this Release and have consulted with my attorney regarding this Release and am signing this Release voluntarily. I shall have 21 days to consider whether to accept and execute this Agreement and Release. If I accept, I have 7 days after acceptance to revoke acceptance if I so wish. The Agreement and Release will not become effective until the 7 day period has passed.

Date

PETER B. KISKEN