

JANA R. WILLIAMS,

Complainant,

v.

ERD Case No. CR201100286

EEOC Case No. 26G201100582C

WISCONSIN STATE LEGISLATURE,

Respondent.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Complainant, Jana R. Williams and Respondent, Wisconsin State Legislature (the "Parties"), each being represented by counsel, hereby stipulate and agree as follows:

1. The legal name of Complainant, Jana R. Williams, is now Jana R. Harris. She signs this document as "Complainant, Jana R. Williams, now known as Jana R. Harris" and is referenced throughout this document as "Williams."
2. Respondent, Wisconsin State Legislature, is referenced as "the Legislature."
3. Former State Senator Spencer Coggs is referenced as "Senator Coggs."
4. The Parties wish to resolve all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of or associated in any way with the employment of Williams within the Legislature including without limitation all claims asserted by her before the Department of Workforce Development, Equal Rights Division (the ERD) and the Equal Employment Opportunities Commission (EEOC).
5. The Parties enter into this agreement to resolve all pending disputes and solely to avoid the expense of further litigation.

6. This agreement is the resolution of all disputed claims and does not constitute an admission of liability by any entity or person within or associated with the State of Wisconsin at any time, including without limitation: (a) the Legislature, (b) any person employed at any time and in any capacity within the Legislature, (c) Senator Coggs, and (d) any person employed at any time and in any capacity with Senator Coggs. The Legislature and Senator Coggs have denied and continue to deny any wrongdoing by them, their agents or their employees.

7. Williams, for herself, her heirs, and assigns, releases and discharges from any and all claims, demands, or causes of action she has asserted, or which she could have asserted which relate in any manner to the alleged facts and circumstances arising out of Williams's employment within the Legislature, whether based on state or federal law, and whether said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated, any entity or person within or associated with the State of Wisconsin at any time, including without limitation: (a) the Legislature, (b) any person employed at any time and in any capacity within the Legislature, (c) Senator Coggs, and (d) any person employed at any time and in any capacity with Senator Coggs.

8. Williams so releases and so discharges all other persons, employees, officers, corporations, and entities whatsoever, governmental and nongovernmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such persons or entities whether or not named herein, which relate in any manner to any matters arising out of Williams's employment within the Legislature. Said release and discharge extends to and includes, without limitation, any claims, demands or causes of action whatsoever.

Notwithstanding the forgoing, nothing in this Agreement shall prevent either party from enforcing the terms of this Agreement.

9. Williams warrants and represents that there are not known to her persons, firms, corporations, associations, government entities, insurance companies, hospitals or other health care providers, or other third parties who have or may have rights against the parties released hereunder based upon subrogation, derivation or assignment resulting from or arising out of the above-described legal actions. Williams for herself, her spouse, her heirs, executors, administrators, agents and assigns, hereby agrees to indemnify and hold harmless all parties released hereunder, and their attorneys, of and from all loss, damage and expense, including all costs of defense and attorney fees, as a result of any claim based upon subrogation, derivation or assignment resulting from or arising out of the above-captioned case or any underlying agency proceedings.

10. The Parties agree and stipulate that reemployment in the office of Senator Coggs in the Wisconsin Legislature is not possible, as the term of office of Senator Coggs has ended. Williams represents that she is not seeking reemployment with the Legislature as part of the settlement. Williams further represents and states that she is not currently applying for or seeking employment within the Legislature.

11. Williams represents and states that she has not filed any complaints or charges against the Legislature or Senator Coggs with a local, state, or federal agency or court, other than the ones that serve as the basis for the above-referenced litigation. Williams further represents and states that she will not file complaints or charges against the Legislature or Senator Coggs with a local, state, or federal agency or court

relative to any matter occurring prior to the execution of this Settlement Agreement and Release.

12. The parties understand the terms of this Agreement and enter into it voluntarily.

13. This Agreement is a full, final and complete compromise and settlement of disputed claims and the amounts to be paid as herein recited by the Legislature are the sole consideration for this settlement. There shall be no modifications or amendments to this Agreement unless they are in writing, signed by the parties.

14. In exchange for the promises made herein, within thirty (30) days following its receipt of this Agreement signed by Williams and her attorneys, the Legislature will issue a check made payable to "**Jana R. Harris (SSN xxx-xx-9414) and the Law Offices of Gary R. George**" in the amount of Seventy-Five Thousand Dollars and No Cents (\$75,000). Said payment shall be delivered to the offices of the undersigned attorney for Williams.

15. Any determinations as to the taxability or non-taxability of all or a portion of the settlement proceeds is the responsibility of plaintiff and her tax advisor. Williams accepts full responsibility for any and all of her own tax liability arising from this payment, and will hold all persons and entities within or associated with the State of Wisconsin harmless from any liability arising from same. Williams represents that the amount paid to her shall be characterized as based on potential compensatory damages.

16. If the Human Resources Office of the Legislature receives a request for any employment information regarding Williams, that Office will only confirm the dates of her employment within the Legislature.

17. Williams will cause the ERD and EEOC actions to be dismissed with prejudice and without costs to either party by preparing and filing the appropriate documents forthwith in the ERD and the EEOC.

18. The Parties agree that they will not disparage the other party or its agents. Disparage as used herein shall mean any written or verbal communication of false information or the communication of information with reckless disregard to its truth or falsity.

19. The Parties and their agents recognize that this settlement agreement is a public document and is subject to disclosure under the Wisconsin Public Records Law.

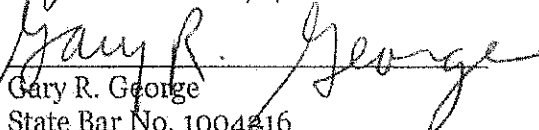
20. Williams has read this document and by signing represents that she understands its terms and conditions, she enters into it freely and knowingly, and she acknowledges that she has consulted with her legal counsel.

21. This agreement constitutes the full settlement of any and all claims by Williams against the Legislature and their respective agents and employees and former respective agents and employees.

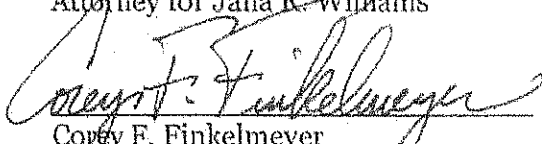
22. This Agreement shall be effective as of the last date on which the parties sign on the lines provided below.


Jana R. Williams n/k/a Jana R. Harris

May 18, 2015
Date


Gary R. George
State Bar No. 1004216
Attorney for Jana R. Williams

May 14, 2015
Date


Cory F. Finkelmeyer
Assistant Attorney General
State Bar # 1034147
Attorney for Wisconsin State Legislature and its agents

May 14, 2015
Date