

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Todd Wolf ("Mr. Wolf"), the City of Sheboygan (the "City"), Ryan Sorenson, Charles Adams, Betty Ackley, Dean Dekker, Barbara Felde, Roberta Filicky-Peneski, Grazia Perrella, Angela Ramey, Zachary Rust, Amanda Salazar, and Mary Lynne Donohue (collectively, "Individual City Defendants") and Jill Pedigo Hall ("Hall") (all Defendants collectively, "Defendants") on the date subscribed below. Mr. Wolf, the City, the Individual City Defendants and Hall may be referred to in this Agreement collectively as the "Parties."

### RECITALS

WHEREAS, Mr. Wolf was employed by the City for some time;

WHEREAS, Mr. Wolf has filed a lawsuit against the Defendants with the United States District Court for the Eastern District of Wisconsin, Case No. 23-cv-149 (hereinafter referred to as the "Civil Action"), asserting ten different causes of action which included claims brought pursuant to 42 U.S.C. Section 1983 for violations of Mr. Wolf's First Amendment and Fourteenth Amendment rights; Defamation Per Se, Intentional Infliction of Emotion Distress, Civil Conspiracy, and Conversion.

WHEREAS, on September 5, 2023, the Court entered an Order granting Defendants Motion to Dismiss Plaintiff's Amended Complaint with respect to Claim Two, Claim Four, Claim Seven, and Claim Nine. These claims were dismissed in their entirety. The Motion was granted in part as to Claim One as to Wolf's claim that the Leave Directives were unconstitutionally overbroad. The Motion was granted as to Claim Five as to the Alderperson Defendants. Claim Five was further dismissed as to Sorenson and Adams in their official capacities. The Motion was granted as to Claim Six with respect to Donohue. The Motion was granted as to Claim Eight with respect to Sorenson. The Motion was denied in all other respects.

WHEREAS, the Defendants deny that they violated the law on any basis.

WHEREAS, the Parties wish to put all matters behind them and avoid the expense and disruption of further litigation between them on mutually agreeable terms by amicably entering into this Agreement; and

WHEREAS, the Parties have reached an agreement to accomplish such resolution and enter this Agreement to give effect to their agreed resolution.

### AGREEMENT

NOW THEREFORE, for and in consideration of the promises of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

**1. Recitals Incorporated.** The foregoing recitals are incorporated as part of this Agreement.

**2. Settlement.** Defendants do not admit that they have infringed upon Mr. Wolf's legal rights, and entry into this Agreement does not constitute any admission or evidence of unlawful conduct.

However, in the exercise of its business judgment, to settle additional claims Mr. Wolf may allege against the Defendants, and for other good and valuable consideration as stated herein, Defendants will cause Mr. Wolf and his legal counsel to be paid, as outlined in Paragraph 3 below, a total of Two Hundred Thirty Thousand Dollars (\$230,000.00) in full and final settlement of all of Mr. Wolf's claims or potential claims against all Defendants, whether known or unknown, from the beginning of time to the date he signs this Agreement, inclusive of attorney's fees and costs. **This Agreement, and the Defendants' ability to enter into it, is entirely contingent upon Common Council approval. If the Common Council does not approve this Agreement, the Defendants have no authority to enter into this Agreement and the Agreement cannot be finalized, does not go into effect in any way and is not enforceable. In the event the Common Council does not approve this Agreement, neither Mr. Wolf nor the Defendants are obligated under any provision of this Agreement, including but not limited to Mr. Wolf's waiver of claims and the City's payment of settlement proceeds as outlined below in this Agreement.**

**3. Allocation of Settlement Proceeds and Tax Treatment.** Mr. Wolf and the Defendants agree and acknowledge that as part of the consideration under this Agreement, the Defendants will pay:

- a. **Two Hundred Seven Thousand Dollars and No Cents (\$207,000.00)**, less applicable tax withholdings, to Mr. Wolf as consideration for entering into this Agreement. This is a wage payment. To facilitate payment, Mr. Wolf agrees to fully execute an IRS W-4 form and return it to the City's counsel at: Warren E. Buliox, Esq., MWH Law Group LLP, 735 North Water Street, Suite 610, Milwaukee, WI 53202. The City will withhold from this payment payroll taxes, including, but not limited to, federal and state income taxes and the employee's share of social security and Medicare taxes. Although characterized as a wage payment for tax purposes, this payment to Mr. Wolf encompasses payment in full and final settlement of all of his claims or potential claims against the Defendants, whether known or unknown, from the beginning of time to the date he signs this Agreement and all the wage and non-wage remedies attendant thereto excluding attorney's fees and costs.
- b. **Twenty Three Thousand Dollars and No Cents (\$23,000.00)** to Plaintiff's legal counsel, DeMaster Law LLC, as consideration for entering into this Agreement. This is a non-wage payment. The Parties agree and acknowledge that this is payment for his attorney fees and costs. To facilitate this payment, Mr. Wolf agrees that his lawyer will fully execute an IRS W-9 form and return it to Defendants' counsel at: Warren E. Buliox, Esq., MWH Law Group LLP, 735 North Water Street, Suite 610, Milwaukee, WI 53202.

Provided the Common Council approves this Agreement, the payments described herein shall be due within 21 days after approval of the Settlement Agreement by Common Council and (i) the receipt of the IRS forms referenced in this paragraph by Defendants' counsel; (ii) Mr. Wolf fully executes a joint motion or stipulation for dismissal with prejudice for Eastern District Court of Wisconsin Case

No. 23-cv-149 (to be filed within one week of Mr. Wolf's receipt of the payments); (iii) Mr. Wolf's full acceptance of all of the terms and conditions of this Agreement, meaning that he must fully execute this Agreement, deliver the same to the Defendants' counsel and refrain from revoking any part of it during the time period noted below in Paragraph 12 of this Agreement.

**4. No Future Hire.** Mr. Wolf agrees that he will not knowingly seek or accept employment in the future with or through the City. If, through mistake, inadvertence or otherwise, Mr. Wolf applies for future employment with the City, then he shall withdraw his application immediately upon notice without any recourse to the City, legal or otherwise, and to the extent that Mr. Wolf has already been hired for future employment with the City, he will resign immediately upon notice without any recourse to the City, legal or otherwise. This does not preclude Mr. Wolf from running for elected office.

**5. Waiver and Release.** For the valuable consideration from the Defendants as described in this Agreement, Mr. Wolf, for himself and his executors, successors, heirs, assigns, personal representatives, administrators, and attorneys, hereby forever, irrevocably, and unconditionally releases and discharges with prejudice Hall, the Individual City Defendants, the City, and their officers, agents, employees, representatives, attorneys, affiliates, insurers, successors and assigns and each of them (collectively, the "Released Parties"), and all other persons acting by, through, under, or in concert with any of the Released Parties, from and against any and all grievances, demands, damages, actions, lawsuits, causes of action or claims of any kind or character, in law or equity, whether known or unknown, anticipated or unanticipated, which Mr. Wolf ever had, now has, or which may hereafter accrue by reason of any matter, cause or thing occurring on or before the date of this Agreement, including without limitation any and all liability based on contract, tort, statute, or common law that he might have based upon his employment with the City and/or the conclusion of that employment and/or the investigation conducted by Hall.

The waiver and release in this Paragraph includes, without limitation, a release of rights or claims that Mr. Wolf may have: (i) for discrimination, retaliation, suspension, wrongful or constructive discharge, failure to interview, hire, appoint, transfer, promote or take any other action relating to the employment of Mr. Wolf by the City, hostile work environment, harassment, intentional infliction of emotional distress, invasion of privacy, libel, slander, defamation, civil conspiracy, personal injury, breach of contract, impairment of economic opportunity and interference with contract or prospective business relationships; (ii) for violations of his constitutional rights, including but not limited to those provided by the First Amendment, Fourteenth Amendment, under the United States and Wisconsin Constitutions; 42 U.S.C. §§ 1981, 1981a, 1983, 1984, 1985, 1986 and 1988; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; (iii) for violations under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the United States Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.; the Civil Rights Act of 1991, 42 U.S.C. § 1981 et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 29 U.S.C. § 1161 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Federal Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191), 42 U.S.C. § 201 et seq.; the Wisconsin Family and Medical Leave Act, the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; the Wisconsin Fair Employment Act, and the Older Workers Benefit Protections Act; (iv) for violations under any other law, ordinance or regulation prohibiting discrimination or otherwise regulating or relating to the employment of Mr. Wolf by the Released Parties or any activities in connection therewith (including, without limitation, the termination thereof) or for any compensatory or punitive damages, injunctive

or declaratory relief or attorneys' fees and costs actually incurred; (v) for any and all claims, causes of actions and/or damages, including but not limited to fines, costs, attorneys fees, related to public records requests submitted by or on behalf of Mr. Wolf or his attorney to the City; and/or (vi) for any other complaints, charges, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, suits, rights, losses, debts, and expenses (including attorneys' fees and costs actually incurred) of any nature, known or unknown, suspected or unsuspected, that might have been, or could have been, asserted by Mr. Wolf against the Released Parties as of the date of this Agreement. This Paragraph does not apply to any claims that might arise from events occurring after this Agreement has been executed.

**6. Scope of Release and Dismissal of Pending Claims.** Mr. Wolf acknowledges that he and/or his representatives may hereafter discover claims or facts in addition to or different from those that they now know or believe to exist with respect to any of the released claims in this Agreement, but that it is their intention to fully, finally and forever settle and release all of the matters released in Paragraph 5 of this Agreement. In furtherance of this intention, any releases granted in this Agreement shall be and remain in effect notwithstanding the discovery of any such additional or different claims or facts.

This Agreement bears the intent to fully and finally compromise and settle all claims and matters of any nature against the Defendants, and the release in Paragraph 5 should be construed as broadly as possible. The release, however, does not affect those rights or claims that cannot be waived by law. **Mr. Wolf shall cause any pending claim(s) he has against the Defendants to be dismissed with prejudice and shall complete and execute any document necessary to effectuate such dismissal.** However, nothing in this Paragraph or any other provision of this Agreement shall be construed as prohibiting Mr. Wolf from: (i) participating in any investigation or proceeding conducted by the Wisconsin Equal Rights Division ("ERD"), the Equal Employment Opportunity Commission ("EEOC") or any administrative agency; or (ii) filing an administrative charge or complaint with the ERD, EEOC or any administrative agency, provided, however, that he waives any benefits which might be conferred on him in any proceeding of any kind which may be brought against the City as a result of such a charge or complaint.

**7. Confidentiality.** Mr. Wolf agrees to uphold his obligation to maintain confidentiality with respect to all confidential and non-public information relating to his employment with the City that he had knowledge of or access to during his employment with the City (the "Confidential Information"). This does not preclude Mr. Wolf from discussing the general nature of his employment with prospective employers. This provision does not prohibit Mr. Wolf from testifying under oath in a legal proceeding in response to court order or other legal process. In the event that Mr. Wolf is requested by court order or any other legal process to provide information that he acquired during his employment with the City of Sheboygan, he agrees to notify the Released Parties attorneys of record in this litigation of such request within forty-eight (48) hours.

**8. Disclaimer of Liability.** The Parties represent and warrant that there was no prevailing party in the Civil Action. The Parties understand that the consideration described in paragraph 1 is not to be construed as an admission of liability by Releasees but represents the compromise of a disputed claim and is intended to resolve the dispute and avoid the costs and risks of litigation arising from the subject matter of the Civil Action. Releasees expressly deny that they are liable to Mr. Wolf in any manner or that they engaged in any wrongdoing, liability or non-compliance with any federal,

state or local rule, ordinance, statute, common law or other legal obligation.

**9. Non-Precedent.** Defendants and Mr. Wolf understand and agree that this Agreement shall not be considered, utilized, or cited as precedent with respect to any other matter not related to this Agreement.

**10. Entire Agreement, Choice of Law, and Severability.** This Agreement sets forth the entire agreement between Mr. Wolf and Defendants with respect to the subject matter of the Agreement, and supersedes any and all prior discussions, agreements, understandings, or contracts between them. This Agreement may not be, and shall not be deemed or construed to be, modified, amended, rescinded, cancelled, or waived, in whole or in part, except by written instrument signed by all Parties hereto. Further, this Agreement shall be governed by the laws of the State of Wisconsin. The provisions of this Agreement are severable, and, if any part of this Agreement is found to be unenforceable, the other provisions shall remain valid and fully enforceable. However, if it cannot be so amended without altering the Parties' mutual intent to facilitate Mr. Wolf's settlement with Defendants without the assertion of any of the claims released herein, then this Agreement will be null and void. If this Agreement becomes null and void, the Defendants will have no obligation to Mr. Wolf under this Agreement and he must return in full any money paid to him and his attorneys under this Agreement unless the Parties are able to negotiate a replacement agreement.

**11. Advice to Consult Legal Counsel.** Since this Agreement includes a waiver of rights, Mr. Wolf is advised to and has in fact consulted an attorney before signing this Agreement.

**12. Procedure for Accepting or Rescinding the Agreement.** To accept the terms of this Agreement, Mr. Wolf agrees that he must deliver the Agreement, after he has signed and dated it, to Defendants by hand or by mail or by email to the address below:

Warren E. Buliox, Esq.  
MWH Law Group LLP  
735 North Water Street, Suite 610  
Milwaukee, WI 53202  
[warren.buliox@mwhlawgroup.com](mailto:warren.buliox@mwhlawgroup.com)

Since this Agreement includes a waiver of rights, Mr. Wolf is advised to consult an attorney before he signs this Agreement. Mr. Wolf has **21 days** to consider this Agreement. Upon delivering to Defendants' counsel an executed original or copy of this Agreement as described in this Paragraph, this Agreement shall be binding, except Mr. Wolf shall have **seven (7) days** to revoke his release of any claims he may have under the federal Age Discrimination in Employment Act as provided for in the paragraph below.

**13. Release.** Mr. Wolf fully releases and forever discharges the Defendants, and their heirs, executors, administrators, attorneys, insurers, successors and assigns (collectively the "Releasees") of and from any and all claims, demands, actions, causes of action, suits, debts, agreements, damages, judgments, executions, obligations, liabilities and expenses (inclusive of attorney's fees and costs) of any kind whatsoever, ("Claims Against Releasees"), in law or in equity, which Mr. Wolf may now have or have ever had, fixed or contingent, foreseen or unforeseen, known or unknown, which Mr. Wolf may be entitled to pursue against Releasees as of the date of this

Agreement in any way directly or indirectly related to the subject matter of all of the Civil Action.

This Agreement releases any and all Claims based on any action or inaction of the Releasees which occurred on or prior to the date of this Agreement. Mr. Wolf acknowledges that this release specifically includes, but is not limited to:

- any claim under 42 U.S.C. § 1983, U.S. Constitution Amendments I and XIV;
- any claim under Wis. Stat. § 19.37, 893.80, § 939.31, § 942.01;
- any other claim arising under any other statute, authority or common law providing a cause of action to Plaintiffs directly or indirectly, currently known or unknown, related to the subject matter of the Civil Action; and
- any other claim arising under any other statute, authority or common law providing a cause of action directly or indirectly, currently known or unknown, related to any and all open records requests to the City related to the subject matter of the Civil Action.

It is understood and agreed that this is a full, final, and complete release of all claims against Releasees and that this release will remain effective even if new or additional facts are discovered or there are any changes in applicable law. This Agreement shall be a fully binding and complete settlement between the Parties in relation to the Civil Action.

**14. Interpretation.** The headings in this Agreement are intended for convenience only and shall not affect the meaning or interpretation hereof. In interpreting this Agreement, whenever the context so permits, (i) the singular shall include the plural and the plural shall include the singular and (ii) any gender shall include all genders.

**15. Counterparts.** This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original. The Parties agree that a signature affixed to a counterpart of this Agreement and delivered by facsimile or other electronic means by a Party shall be valid, binding, and enforceable against such Party.

**16. Successors and Assigns.** The rights and obligations of the Parties under this Agreement shall be binding and inure to the benefit of the heirs, successors, assigns, officers, executors, administrators, directors, employees, agents, attorneys, insurers, predecessors, successors, and/or affiliates, as applicable, of the Parties.

**17. Breach.** The Parties agree that if either Party brings an action to enforce this Agreement and prevails before a court of competent jurisdiction, the non-breaching Party shall be awarded its reasonable attorneys' fees and costs incurred in bringing the action to enforce this Agreement.

**18. No Strict Construction.** Mr. Wolf and the Defendants acknowledge and agree that each of them has had the opportunity to review the language of this Agreement with legal counsel, and, whether or not Mr. Wolf has chosen to consult legal counsel, the language contained herein shall be

deemed to have been mutually chosen and the normal rule of contract construction to the effect that any ambiguities are to be resolved against the Party drafting a contract shall not be employed in the interpretation of this Agreement.

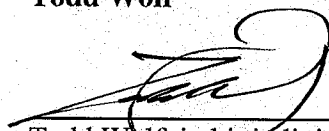
**IN WITNESS WHEREOF**, the undersigned have caused this instrument to be duly executed in the capacities noted and on the dates set forth below:

**City of Sheboygan**

\_\_\_\_\_  
By: Charles Adams, in his  
official capacity, on behalf of  
the City of Sheboygan

Date: \_\_\_\_\_

**Todd Wolf**

  
\_\_\_\_\_  
Todd Wolf, in his individual  
capacity

Date: 5-29-2024

**Charles Adams**

\_\_\_\_\_  
By: Charles Adams, in his individual  
and official capacity

Date: \_\_\_\_\_

**Ryan Sorenson**

\_\_\_\_\_  
Ryan Sorenson, in his individual and  
official capacity

Date: \_\_\_\_\_

**Betty Ackley**

\_\_\_\_\_  
Betty Ackley, in her individual and  
official capacity

Date: \_\_\_\_\_

**Dean Dekker**

\_\_\_\_\_  
Dean Dekker, in his individual and  
official capacity

Date: \_\_\_\_\_

**Barbara Felde**

\_\_\_\_\_  
Barbara Felde, in her individual and  
official capacity

Date: \_\_\_\_\_

**Roberta Filicky-Peneski**

\_\_\_\_\_  
Roberta Filicky-Peneski, in her  
individual and official capacity  
capacity

Date: \_\_\_\_\_

**Grazia Perrella**

\_\_\_\_\_  
Grazia Perrella, in her individual  
and official capacity

Date: \_\_\_\_\_

**Angela Ramey**

\_\_\_\_\_  
Angela Ramey, in her individual and  
official capacity



Date: \_\_\_\_\_

**Zachary Rust**

\_\_\_\_\_  
Zachary Rust, in his individual and  
official capacity

Date: \_\_\_\_\_

**Amanda Salazar**

\_\_\_\_\_  
Amanda Salazar, in her individual  
and official capacity

Date: \_\_\_\_\_

**Mary Lynne Donohue**

\_\_\_\_\_  
Mary Lynne Donohue, in her  
individual and official capacity

Date: \_\_\_\_\_

**Jill Pedigo Hall**

\_\_\_\_\_  
Jill Pedigo Hall, in her  
individual capacity

Date: \_\_\_\_\_