

appeal from Smith v. DP, 83-0001-PC, 12/22/83

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STATE OF WISCONSIN

CIRCUIT COURT

OUTAGAMIE COUNTY

PHILLIP G. SMITH,

Plaintiff,

v.

Case No. 84 CV 800

HOWARD S. BELLMAN, Secretary,
Department of Industry, Labor
& Human Relations, STATE OF
WISCONSIN, and, DONALD R.
MURPHY, Chairperson, Division
of Personnel, STATE OF WISCONSIN,

Defendants.

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APR 3 1991

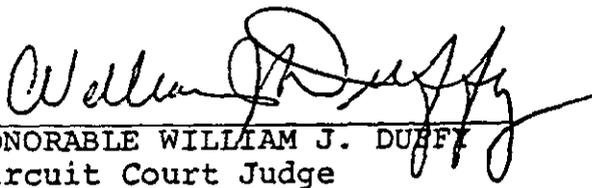
Personnel
Commission

ORDER FOR DISMISSAL

Based upon the foregoing settlement agreement, it is hereby ordered that this case is dismissed with prejudice and without further costs to either party.

April 3, 1991

BY THE COURT:


HONORABLE WILLIAM J. DUFFY
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

OUTAGAMIE COUNTY

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SETTLEMENT AGREEMENT

The parties, by their undersigned attorneys, agree as follows:

1. The parties wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to the present action, and the parties further wish to avoid the expense and burden of further litigation.

2. The parties also wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, against the State of Wisconsin, its agents or employes, relating to this lawsuit.

3. This agreement is in resolution of disputed claims and causes of action and does not constitute an admission of

liability by the defendants for any claim or cause of action, whether filed or unfiled. The defendants deny any wrongdoing by any of them, their agents or their employes.

4. It is agreed that the plaintiff's seniority date will be changed to October 1, 1981. This shall be his seniority date for purposes of determining his entitlement to any fringe benefit.

5. It is understood by the parties that for the period from October 1, 1981, through January 1983, DILHR would have contributed \$860.45 to the plaintiff's retirement account. A check payable to Phillip G. Smith will be sent to his attorney within 30 days of signing of this settlement agreement.

6. The plaintiff agrees that the present action shall be dismissed with prejudice.

7. The plaintiff agrees to release and discharge the State of Wisconsin and its agencies, the defendants, their agents, employes, legal representatives, heirs, successors and assigns, from liability for any and all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to the present action.

8. The plaintiff's attorneys agree to release and discharge the State of Wisconsin and its agencies, the defendants, their agents, employes, legal representatives, heirs, successors and assigns, from liability for any and all claims for attorneys' fees and costs under 42 U.S.C. sec. 1988 and any other provisions regarding attorneys' fees and costs arising from the present case.

9. This settlement agreement shall not be precedent for settlement of the complaint or claim of any other person.

10. The above provisions constitute the full settlement of this case.

Dated: January 19, 1990

Phillip G. Smith
PHILLIP G. SMITH
Plaintiff

Dated: Jan 27, 1990

Michael S. Siddall
MICHAEL S. SIDDALL
Attorney for Plaintiff

Dated: Feb 3, 1990

Nadim Sahar
NADIM SAHAR
Attorney for Defendants