

ONEIDA JUDICIARY
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TRIAL COURT

Blaine Denny,

Petitioner,

v.

Docket No. 24-EMP-009

Oneida Employee Assistance Program,

Date: October 28, 2024

Respondent.

STIPULATION AND ORDER FOR DISMISSAL SUBJECT TO TERMS

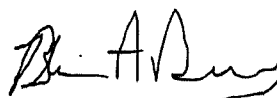
It is hereby stipulated and agreed by the undersigned Petitioner and the Respondent, by its attorney, that the above-entitled action, together with all claims raised in the pleadings, may be dismissed on its merits, with prejudice and without cost to any party, pursuant to the following terms and conditions:

1. The Petitioner has submitted a resignation from the position of Employee Assistance Program Counselor, with an effective date of August 22, 2024. Petitioner's resignation is attached hereto as Exhibit A.
2. Respondent acknowledges and accepts Petitioner's resignation, effective August 22, 2024, and the parties agree the requirements of the *Separating an Employee Work Standard 5-6-13* are satisfied.
3. Respondent removed all documentation of the August 22, 2024, termination from the Petitioner's personnel file and placed the resignation in Petitioner's personnel file.
4. When contacted for employment verification or a job reference, the Respondent will refer the contact to the Oneida Human Resources Record Department. The HR Record Department may only release the date of hire, date of separation, and employment status (Current, Full Time, Part Time, Half time) and eligibility for rehire. The Respondent will not provide negative information about the Petitioner to prospective employers.

5. Petitioner, on behalf of himself, his successors, and assigns, hereby releases and agrees not to sue the Oneida Nation or any of its divisions, departments, programs, employees, representatives, or agents with respect to any and all claims, causes of action or liabilities whatsoever, known or unknown, including all claims that could have been asserted under any fair employment, contract, or tort law, or any other tribal, federal, state, or local law, regulation or ordinance, related to Petitioner's employment and that forms the basis of the grievance complaint filed in this matter.
6. The Parties agree that this settlement is the compromise of a disputed claim and agree that nothing in this Stipulation and Order shall be construed as an admission of any fault or liability by any party.

Dated this 25th day of October, 2024.

By:



Blaine Denny

Dated this 28th day of October, 2024.

By:

Peggy A. Van
Gheem

Digitally signed by Peggy A. Van
Gheem
Date: 2024.10.28 08:13:24 -05'00'

Peggy A. Van Gheem
Attorney for Respondent

ONEIDA LAW OFFICE
N7210 Seminary Road
Post Office Box 109
Oneida, WI 54155

Phone: 920-869-4327
Fax: 920-869-4065
E-mail: pvanghee@oneidanation.org

ORDER

Upon all records, files, and proceedings herein; and upon Stipulation of the parties as set forth above;

IT IS HEREBY ORDERED that this case is dismissed with prejudice and without costs to any party.

Dated this 28 day of October, 2024.

BY THE COURT



Honorable Patricia Hoefl, Trial Court Judge

LETTER OF RESIGNATION

Blaine Denny
220 Robbins Street #2
Seymour, WI 54165
608-477-3947

August 22, 2024

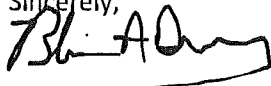
Oneida Nation - EAP Department
2685 W Mason St STE E
Green Bay, WI 54303

Dear Ms. Crystal House and Ms. Laura Laitinen-Warren:

Please accept this letter as formal notification of my resignation from my position as EAP Counselor at The Oneida Nation EAP Department, effective August, 22, 2024.

I appreciate the opportunity to have contributed to the EAP Department for the past 3 months and I am grateful for the support of the team. I wish all of you the best.

Sincerely,

A handwritten signature in black ink, appearing to read "Blaine A Denny". The signature is written in a cursive style with a horizontal line underneath the name.

Blaine A Denny