

O'NEILCANNON

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ATTORNEY-CLIENT PRIVILEGED COMMUNICATION HIGHLY CONFIDENTIAL

To: Patricia Lauten, Deputy City Attorney
From: Erica N. Reib, Esq.
Date: September 29, 2025
Subject: Investigation Report

I. Background

On May 22, 2025, Patricia Lauten, Deputy City Attorney for the City of Madison, reached out to Erica Reib of O'Neil, Cannon, Hollman, DeJong & Laing S.C. ("OCHDL") related to a November 14, 2024 complaint filed by the Madison Professional & Supervisor Employees Association ("MPSEA") and a May 5, 2025 complaint filed by [REDACTED], both related to the alleged conduct of Norman Davis, Director, Department of Civil Rights ("DCR"), City of Madison (together, the "Complaints"). Given the high-profile nature of the individual accused of wrongdoing by the Complaints, Attorney Lauten requested that I review the complaints, speak with any appropriate individuals, and determine whether any Administrative Procedural Memorandums ("APMs") or Director Davis's employment agreement had been violated. Other than the general direction to evaluate and investigate, I was free to conduct the investigation in any manner that was determined necessary.

II. Interviews

Between June 13, 2025 and August 28, 2025, I conducted interviews with the following eleven individuals:

- On June 13, 2025, I interviewed [REDACTED] [REDACTED] MPSEA [REDACTED] who filed the November 14, 2025 complaint (the "MPSEA Complaint"). I conducted this interview, which was also attended by OCHDL law clerk Rachel Sweet, and both Ms. Sweet and I took notes. [REDACTED] attended as a MPSEA representative for [REDACTED]. At his request, I spoke [REDACTED] [REDACTED] again on June 25, 2025.
- On June 18, 2025, I interviewed [REDACTED], who filed the May 5, 2025 complaints (the [REDACTED] Complaints"). I conducted this interview, which was also attended by Ms. Sweet, and both Ms. Sweet and I took notes. [REDACTED] attended as a MPSEA representative for [REDACTED].

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- On July 3, 2025, I interviewed [REDACTED]. I conducted this interview, which was also attended by OCHDL law clerk Sydney Kojis, and both Ms. Kojis and I took notes.
- On July 16, 2025, I interviewed [REDACTED]. I conducted this interview, which was also attended by Ms. Sweet, and both Ms. Sweet and I took notes.
- On July 17, 2025, I interviewed Byron Bishop. I conducted this interview, which was also attended by Ms. Sweet, and both Ms. Sweet and I took notes. [REDACTED] attended as a MPSEA representative for Mr. Bishop. Mr. Bishop and I had a prior conversation on July 15, 2025 because he had recently been suspended and believed that it was potentially in retaliation for agreeing to be interviewed and that he would likely be terminated.
- On July 18, 2025, I interviewed [REDACTED]. I conducted this interview, which was also attended by Ms. Sweet, and both Ms. Sweet and I took notes.
- On July 18, 2027, I interviewed [REDACTED]. I conducted this interview, which was also attended by Ms. Sweet, and both Ms. Sweet and I took notes.
- On August 8, 2025, I interviewed [REDACTED]. I conducted this interview, which was also attended by Ms. Kojis, and both Ms. Kojis and I took notes. [REDACTED] [REDACTED] attended as MPSEA representatives for [REDACTED]
- On August 20, 2025, I interviewed Erin Hillson. I conducted this interview alone and took notes.
- On August 26, 2025, I interviewed [REDACTED]. I conducted this interview alone and took notes. [REDACTED] attended as a MPSEA representative for [REDACTED].
- On August 28, 2025, I interviewed Norman Davis. I conducted this interview alone and took notes. Attorney Aaron Halstead of Hawks Quindel, S.C. attended as Director Davis's counsel.

None of the interviews were recorded, and all were conducted via Teams.

I also requested to interview [REDACTED] and [REDACTED], but was unable to. [REDACTED] was on parental leave through September 2025 but responded to the request for an interview, declining the request due to, among other things, her belief that "the APM 3-5 process does not work." [REDACTED] was also on FMLA leave and chose not to meet with me. On July 23, 2025, [REDACTED] informed me that [REDACTED] would provided me with a witness statement in lieu of an interview. On August 8, 2025, [REDACTED] provided me with the witness statement that [REDACTED] had provided as part of the November 2024 MPSEA Complaint, which I reviewed. Although I anticipated receiving an updated statement, I did not receive one at any point.

I also reviewed a number of APMs, Director Davis's employment agreement, and a variety of other documents provided by various individuals.

III. Summary of Findings from Interviews

Although I was open to hearing additional background information, given the statute of limitations found in APM 3-5 (i.e., 300 days), my focus was on incidents that had occurred on or after January 19, 2024, although certain related events were discussed and are included in this summary.

On November 3, 2023, an incident occurred during a DCR training where a member of the public was disruptive. The DCR employees, including [REDACTED], were participating in the training virtually, whereas at least some of the attendees, including the disruptive individual, were in person at the Dane County Job Center. The disruptive individual had had previous contact with DCR employees, had received no contact letters from DCR in 2021 and 2022, and had been incarcerated for felony stalking. After the event, [REDACTED] emailed Director Davis about the incident and her concerns, and Director Davis responded asking [REDACTED] to call him. [REDACTED] did not call him that day, so on Monday, November 6, 2023, Director Davis asked Mr. Bishop to schedule a time for Director Davis, Mr. Bishop, and [REDACTED] to meet. [REDACTED] requested that a MPSEA representative be present. According to Director Davis, there was no reason for [REDACTED] to believe that the meeting would be disciplinary, and he specifically told her that she was not to bring a MPSEA representative.

On November 9, 2023, Director Davis and [REDACTED] met via Zoom. At the request of [REDACTED], [REDACTED] was also in attendance in his capacity as a MPSEA representative. Mr. Bishop was also in attendance. Given Director Davis's prior instruction that [REDACTED] (nor any MPSEA representative) was not to be in attendance, Director Davis asked him to leave the meeting. [REDACTED] said that he would leave if [REDACTED] asked him to, which she declined to do. Director Davis found that to be insubordinate. According to [REDACTED], Director Davis told [REDACTED] that he did not want her to tell him "no." [REDACTED] claimed that Director Davis ended the meeting; whereas Director Davis claimed that [REDACTED] terminated the meeting. All parties agree that the purpose of the meeting (i.e., to discuss the November 3, 2023 incident and [REDACTED] concerns related thereto) was not addressed. [REDACTED] categorized Director Davis's behavior during the meeting as "disrespectful" and stated that Director Davis's comments were inappropriate given the power imbalance between Director Davis and [REDACTED]. [REDACTED] felt that Director Davis was weaponizing terms like "disrespectful" and "insubordinate" as potential violations of APMs to make employees such as [REDACTED] fearful of retaliation if they opposed him.

Although the November 3, 2023 incident was not discussed at the November 9, 2023 meeting and the MPSEA Complaint suggested that nothing had been done in response to the incident, that does not appear to be accurate. Two sides emerged from this incident – one that was concerned about safety and wanted to come up with a plan in the event the individual came to DCR offices, including putting his picture

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up, and the other with concerns about stigmatizing people with mental health conditions and limiting their access to government services. Although Director Davis seems to have not communicated his process to ██████████, ██████████, or other DCR employees, which led individuals to believe that he was not addressing the matter, according to Director Davis, and supported by documentation, he continued to address the situation. Specifically, he met with HR and the City Attorney's office and spoke to the individual's parole officer, who put DCR on the individual's no contact list.

Director Davis also asked to meet with ██████████ about the November 3, 2023 incident. Although ██████████ stated that she had communicated all of the information to her supervisor, Mr. Bishop, Director Davis insisted that she meet with him personally. Although ██████████ believed that her request to not attend the meeting was a request for an accommodation because she believed that the subject matter of the meeting would trigger ██████████, Director Davis did not believe that not attending meetings was an accommodation, a conclusion that was supported by Human Resources and the City Attorney's Office. ██████████ did attend the meeting, as to not be found insubordinate.

On November 20, 2023, a meeting was conducted to review a Letter of Instruction for ██████████ related to her insubordination. Director Davis, ██████████, ██████████ in his capacity as a MPSEA representative, and ██████████ were in attendance. During the meeting, ██████████ had a list of sixteen questions that she asked Mr. Davis to respond to. Mr. Davis responded to the ones that he believed were related to the Letter of Instruction but told ██████████ that she was not an investigator for purposes of the meeting and referred her back to the Letter of Instruction. According to ██████████, Director Davis told ██████████ that his authority supersedes Mr. Bishop's and that, if he asks her to do something, she should do it and express disagreement later.

Throughout November, ██████████ continued to raise concerns about her desire to not meet one-on-one with Director Davis. ██████████ brought her concern regarding Director Davis's requirement for her to meet with him one-on-one to Human Resources Director Erin Hillson, who confirmed that Director Davis could require this of employees. However, even after that meeting, ██████████ continued to resist one-on-one meetings with Director Davis. For example, ██████████ invited Mr. Bishop to meetings with Director Davis, which created additional back and forth between Director Davis and ██████████.

On February 22, 2024, a meeting was held with ██████████, ██████████, Director Davis, ██████████ (MPSEA ██████████), and Kurt Rose (City of Madison, Human Resources). During that meeting, ██████████ was given a preliminary discipline letter for violation of APM 33 for insubordination for not meeting with Director Davis one-on-one. According to ██████████, ██████████ expressed that she was uncomfortable with Director Davis because of the power dynamic between the two and that she "felt like

a piece of property” because of the way he used his position of power. As a result of the February 22, 2024 meeting, ██████████ was issued a Verbal Warning on February 29, 2024.

Although many individuals believed that ██████████ had long-standing accommodations, it appears that those accommodations were not formalized through the process outlined in APM 2-22.¹ For example, ██████████, who was most recently ██████████ supervisor, thought that ██████████ had had formal accommodations while she was ██████████ under the supervision of ██████████ and also as ██████████ under Mr. Bishop. However, based on the interviews, ██████████ had been granted a number of informal accommodations, some of which were not related to ██████████ but, instead, things like childcare needs. At some point, likely in or around November 2023, Mr. Bishop had informally approved ██████████ to work fully remotely, but that accommodation did not go through the formal process, according to ██████████. In April 2024, ██████████ was granted a temporary accommodation of 100% work from home, but it was granted as a temporary, 90-day accommodation to be reviewed once ██████████ had received ██████████. In June 2024, ██████████ and ██████████ met to discuss the temporary accommodation, at which time ██████████ asked for an additional 90 days to see if ██████████. Mr. Bishop was willing to approve that request, but Director Davis did not believe that ██████████ could perform the essential functions of her job while working remotely full time, given the requirements of the position description. Director Davis was also concerned that ██████████ was not fully participating in meetings while working from home. ██████████ was also hesitant to grant continued 100% remote work because she did not want to give the impression that it was a permanent accommodation. ██████████ also attempted to find other reasonable accommodations, which ██████████ rejected (e.g., part of ██████████ reason for 100% remote work was that she could not drive to and from work, but when ██████████ found a spot on the State Van Pool, ██████████ refused). At this point, ██████████ requested the help of additional individuals with ██████████ accommodation process (e.g., Mr. Rose, Ms. Hillson, Director Davis, and Attorney Lauten). That group did not believe that full-time remote work was a reasonable accommodation. According to Ms. Hillson, all City positions require some amount of in person work, so this was an organizational decision, not solely Director Davis’s decision. Therefore, in September 2024, ██████████ met with ██████████ and placed her on administrative leave, pending ██████████ evaluation (██████████). The ██████████ was requested because of the concern that ██████████ could not perform the essential function of her position. According to ██████████, ██████████ “passed” the ██████████ in February 2025 but was not informed until April 2025. ██████████ stated that she and Mr. Bishop had put together a return to work plan for ██████████ but that the meeting to discuss was cancelled. However, ██████████, who was involved in the ██████████ process, stated that the ██████████ had said that ██████████ could return to in person work, with certain

¹ ██████████ stated that there were a number of supervisors within DCR who did not always follow processes when it came to accommodations.

accommodations, but that ██████ did not agree with the results, wanted a second opinion, and disclosed an additional ██████. ██████ stated that ██████ had been difficult to communicate with and refused to meet, which complicated any potential return to work.

IV. Summary of Review of Alleged Violations

i. Disability

The MPSEA Complaint alleged violations of six APMs (i.e., APM 2-21: Family and Medical Leaves of Absence; APM 2-22: Workplace Accommodations; APM 2-33: Standard Expectations and Rules of Conduct; APM 2-35: Alternative and Flexible Work Schedules; APM 3-5: Prohibited Harassment and/or Discrimination Policy; APM 2-40: Fitness for Duty Examinations) and the Americans with Disabilities Act as a result of Director Davis's "Discrimination Against Employees with Disabilities." ██████ Complaints allege violations of APM 2-33 and APM 3-5 related to disability discrimination.

When considering the incidents within the applicable time frame (i.e., on or after January 19, 2024), I cannot sustain a finding that Director Davis violated the APMs or statutes, as alleged. The main allegations within the applicable time frame relate to the denial of ██████ request to work remotely 100% of the time. When considering the essential functions of ██████ position, Director Davis coordinated with the Occupational Accommodations Specialist, the City's Human Resources Department, and City Attorney's Office, and the group determined that allowing ██████ to work remotely 100% of the time was not a reasonable accommodation. Alternative options were explored through the interactive process, although no resolution was found. When no resolution could be found, a ██████ Evaluation was requested. Although the MPSEA Complaint frames this as an "unreasonable inquiry" into ██████, it appears to have been job-related and consistent with business necessity. Although Director Davis actively participated in both ██████ process, he was not the sole decisionmaker.

The other disability related incident that potentially falls within the applicable time frame is related to the office remodel and its affect on ██████ private office. As a result of an office remodel, non-supervisory employees, including ██████ were not granted private offices. ██████ previously had a private office. Director Davis specifically stated that ██████ had not mentioned the need for a private office to him and at no time framed it as a request for an accommodation ██████. In his interview, Director Davis stated that ██████ had received a private office because all ██████ employed by the City had bargained for private offices through ██████ negotiations and that it applied to ██████ as well. Director Davis stated that he felt frustrated by this because ██████ had not previously requested an

office and that he did not like being surprised. [REDACTED], on the other hand, stated that he had always had a private office, largely due to confidentiality reasons, but that he had discussed needing an office [REDACTED], which Director Davis told him to submit [REDACTED] and initially objected to but eventually agreed with. It appears that Director Davis's version of events is supported by the documentation. However, even taking [REDACTED] account as accurate, it is my conclusion that, given his strict adherence to rules, Director Davis would not have considered it an "official" accommodation request until it was made to an Occupational Accommodations Specialist pursuant to APM 2-22. Moreover, the request was eventually granted. There were concerns raised by the MPSEA Complaint that the proposal to cut [REDACTED] position was retaliatory for his request for an accommodation. However, [REDACTED] did not share this view, and after receiving information through the interviews about the decline [REDACTED] that [REDACTED] has needed to perform and the impact of that position on DCR's budget, I cannot conclude that this proposal was retaliatory.

ii. Gender

The MPSEA Complaint alleged violations of two APMs (i.e., APM 2-33: Standard Expectations and Rules of Conduct; APM 3-5: Prohibited Harassment and/or Discrimination Policy), the City of Madison Personnel Rules, the Equal Pay Act, and Title VII of the Civil Rights Act as a result of Director Davis's "Discrimination Against Female Employees."

After conducting the interviews, I cannot sustain a finding that Director Davis violated the APMs, rules, or statutes, as alleged. Although numerous employees had concerns about Director Davis's behavior, frequently classifying it as "authoritarian" or "bullying," I cannot conclude that these actions were directed toward female employees because of their sex. Although many instances were with female employees, the makeup of DCR is largely female. Moreover, when reviewing how Director Davis treats male employees (e.g., Mr. Bishop, [REDACTED]), it appears that he displays the same tendencies (e.g., insistence on one-on-one meetings; strict rule adherence). Director Davis's strict adherence to policies and general expectations that employees respect his position are gender neutral.

iii. General Misconduct

The MPSEA Complaint alleged violations of four APMs (i.e., APM 2-12: Employee Assistance Program; APM 2-25: Workplace Violence and Prevention Policy; APM 2-33: Standard Expectations and Rules of Conduct; APM 3-5: Prohibited Harassment and/or Discrimination Policy), the City of Madison Personnel Rules, General Municipal Employees Handbook, and Professional, Confidential, and Supervisors Employees Handbook) as a result of Director Davis's "Executive Misconduct and Neglect of Managerial Duties."

After conducting the interviews, I cannot sustain a finding that Director Davis violated the APMs, rules or handbooks, as alleged. MPSEA is not entitled to be in non-disciplinary meetings. Although there may be valid reasons for employees to *want* them in such meetings, Director Davis's refusal to permit it is not a violation. There is also no credible allegation that Director Davis prevented anyone from accessing EAP. Finally, although the MPSEA Complaint alleges that Director Davis did not adequately address the safety issue posed by the individual in November 2023, that is not accurate. Although the actions may not have been communicated, they were taken.

iv. Employment Agreement

The MPSEA Complaint alleged violations of the Employment Agreement between the City of Madison and Norman D. Davis. After conducting the interviews, and for the reasons expressed in subsections i-iii, I cannot sustain a finding that Director Davis violated his Employment Agreement.

V. Additional Notes

Many of the individuals I spoke with had concerns about Director Davis's management of DCR and expressed their fear of retaliation for participating in the investigation. I found those concerns to be genuinely expressed. Although my investigation does not sustain a finding that Director Davis violated any APM, his employment contract, or any rules, handbooks, or statutes, as his actions appear in line with his authority and supported by other individuals within the City of Madison with whom he has consulted, [REDACTED]

[REDACTED] Although Director Davis's actions may be "by the book," the workplace culture that has been created by his actions and lack of explanation is problematic [REDACTED]. Director Davis's rigidity (e.g., not allowing [REDACTED] to attend a non-disciplinary meeting at the request of [REDACTED]; insisting on meeting with [REDACTED] despite her request not to because of the subject matter of the meeting) and lack of explanation for his actions (e.g., not explaining what had occurred with the individual who was disruptive at the November 3, 2023 event) has caused a severe lack of trust within DCR.

There was also an expressed concern about DCR specifically and the City of Madison in general not taking complaints "seriously," (e.g., employees feel like a complaint will not result in any changes). Multiple individuals who were interviewed stated that they do not speak up and report what they believe to be violations because they feel like nothing will be solved and that they may face retaliation for doing so.

END.