

SETTLEMENT AGREEMENT

WHEREAS, Nancy E. Grider had filed a complaint with the United States Equal Employment Opportunity Commission (EEOC), EEOC Charge No. 260990579 and subsequently filed a complaint in United States District Court, Case No. 00-C-156, alleging discrimination, based on hostile environment, sex discrimination and sexual harassment, and further alleging Constitutional violations and liability under Section 1983, against the City of Milwaukee, the Department of Public Works, Water Works Division, and against the following persons in their individual and official capacities: James Kaminski, Carrie Lewis, A.J. Henry, Richard J. Regent, Henry Thomas, Dale Mejaki, George Greuttner, and Allan Therriault, (hereinafter referred to as the "City");

AND WHEREAS, the City has answered said complaints and denies any and all liability, and discovery has been conducted in the litigation;

AND WHEREAS, the parties now desire to enter into a private agreement, fully, finally and completely resolving any and all past and future claims which Nancy E. Grider may have against the City,

NOW, THEREFORE, in consideration of the terms, conditions and promises set forth in this agreement,

IT IS HEREBY mutually agreed between the undersigned as follows:

1. This agreement is in resolution of disputed claims and causes of action, and does not constitute an admission of liability by the City for any claim or cause of action, whether filed or unfiled.
2. The City of Milwaukee, Water Works Division will pay the sum of Thirty Three Thousand no/100th Dollars (\$33,000.00) in full and complete payment of all

damages including without limitation, back pay, front pay, compensatory damages, punitive damages, attorneys fees and costs, payable as follows: \$5,000 to Nancy E. Grider, as and for back pay which shall be subject to both state and federal tax withholding, for which the City will issue a W-2 form for said amount in the year paid; and \$28,000, to attorney Lawrence Zieger, as and for attorney fees and costs, for which the City will report such payment on a 1099 form in the year paid. Said sums shall be paid only after all of the following events have occurred: (a) the approval of this settlement by resolution of the Common Council, (b) the proper execution of all releases, stipulations or other documents required by this agreement, and (c) the issuance of an order from the State of Wisconsin, Department of Workforce Development, Workers Compensation Division, approving the full and final compromise settlement of the pending workers compensation claim, Grider v. City of Milwaukee, Case No. 1998065753.

3. The City of Milwaukee, and Nancy E. Grider hereby agree to enter into a full and final settlement agreement concerning Ms. Grider's pending workers compensation claim, Grider v. City of Milwaukee, Case No. 1998065753, for the lump sum payment of One Hundred Two Thousand Dollars and no/100 (\$102,000.00), which settlement is intended to completely release the City of Milwaukee from any and all liability which it may have under the Workers Compensation Act in connection with Ms. Grider's claims. A copy of said agreement is attached hereto as Exhibit A. Said Compromise Agreement shall be submitted to the Department of Workforce Development, Workers Compensation

Division, after the Common Council has approved the settlement called for herein. In the event the Common Council fails to approve this Settlement for any reason, then, in that event, the Compromise Agreement shall be null and void and of no legal effect.

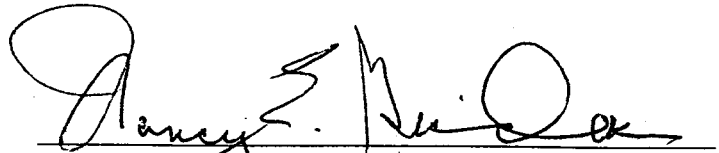
4. In the event the Compromise Agreement referred to in paragraph 3 is not approved by the Department of Workforce Development or any reason, then, in that event, the Settlement Agreement herein shall be null and void and of no legal effect.
5. In the event the Compromise Agreement referred to in paragraph 3 is reopened for any reason after the City has made payment pursuant to said Compromise Agreement, and Settlement Agreement, then, in that event, Nancy E. Grider shall fully reimburse the City for all sums paid to her, or to her attorneys on her behalf, under both the Compromise Agreement and this Settlement Agreement, within thirty days of the Compromise Agreement being reopened.
6. Nancy E. Grider hereby waives, releases and forever discharges the City, the Water Works Division, and all individually named parties from any and all liability, including without limitation, any claims for damages or for the payment of other forms of compensation or benefits concerning her past employment including without limitation, pension contributions (beyond those already paid), sick pay, vacation pay, holiday pay, injury pay, workers compensation (other than as provided in the compromise agreement), medical, dental or disability insurance or any other form of payments or compensation.

7. Ms. Grider and her attorney further agree to execute the attached release, which is incorporated as Exhibit B, meeting the approval of the City of Milwaukee's counsel as to form and execution.
8. Ms. Grider resigns from her employment and will execute the proper City Service resignation form, attached hereto as Exhibit C.
9. Before signing this agreement, Ms. Grider states that she has read the agreement, has had a full and complete opportunity to consider its terms, and that she understands the agreement and knows that she is giving up all of her claims or potential claims, including all claims filed or unfiled, known or unknown, whether by virtue of any claim of protective status under the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act, the Wisconsin or United States Constitutions or any other federal or state statutes, or by common law. Ms. Grider has signed this agreement knowingly and voluntarily.
10. Ms. Grider and her attorney agree to execute and file any and all documents necessary to carry out the intent of this agreement, including the dismissal of any complaints in the United State District Court for the Eastern District of Wisconsin, or before the Workers Compensation Division for the State of Wisconsin, or any other administrative claims or litigation in federal or state court.
11. It is understood and agreed that this agreement is subject to the approval of the Milwaukee Common Council and the Mayor, and further calls for the submission of a separate full and final compromise agreement to the State of Wisconsin, Department of Workforce Development, Workers Compensation Division, and

that the payment of any sums due hereunder shall only be paid when all of the events specified in paragraph 2 hereof have occurred.

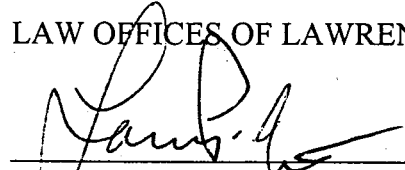
Dated at Milwaukee, Wisconsin, this 19th day of March,

2001.



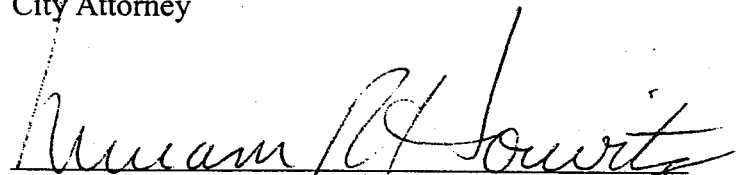
NANCY E. GRIDER

LAW OFFICES OF LAWRENCE P. ZIEGER



By: LAWRENCE P. ZIEGER
State Bar No. 01004914
Attorney for Nancy E. Grider

GRANT F. LANGLEY
City Attorney



By: MIRIAM R. HORWITZ
Assistant City Attorney
State Bar No. 1016150
Attorneys for City of Milwaukee

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