

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN

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KIM LINWOOD  
and ROBERT WHITE,

Plaintiffs,

Case No. 03-C-0384

v.

CITY OF MILWAUKEE,

Defendant.

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**STIPULATION FOR DISMISSAL AND JUDGMENT**

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Plaintiffs, by their attorneys, F. Thomas Olson, Hall, Charne, Burce & Olson, S.C., and defendant City of Milwaukee, by Grant F. Langley, City Attorney, by Donald L. Schriefer, Assistant City Attorney, stipulate and agree as follows:

1. The parties have negotiated a Final Settlement Agreement by which they seek to fully and finally resolve the present FLSA action. A fully-executed copy of the Final Settlement Agreement is attached as Exhibit A and incorporated by reference hereto for the Court's review. The City's Common Council has approved the Final Settlement Agreement as required in Paragraph 7 of that Agreement.

2. Pursuant to Paragraph 8 of the Final Settlement Agreement, the parties request the Court, after its review of that Agreement, to dismiss this action with prejudice and without costs based upon the terms and conditions of that Agreement, and to direct the Court to enter judgment accordingly.

HALL, CHARNE, BURCE & OLSON, S.C.

Dated: \_\_\_\_\_, 2003

BY: \_\_\_\_\_

F. Thomas Olson  
State Bar No. 1010170  
Suite 1200  
324 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attorneys for the Plaintiffs  
(414) 273-2001

GRANT F. LANGLEY  
City Attorney

Dated: \_\_\_\_\_, 2003

BY: \_\_\_\_\_

Donald L. Schriefer  
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1061-2003-1653:76071

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**FINAL SETTLEMENT AGREEMENT**

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This Agreement is entered into between Kim Linwood and Robert White, plaintiffs in the above-captioned action, and defendant, City of Milwaukee, with the intent to fully and finally resolve all issues relating to this case. The parties agree as follow:

1. Plaintiffs, each a Dispatch Supervisor for the City of Milwaukee Fire Department, filed the complaint in this action on May 1, 2003, alleging violations of the Fair Labor Standards Act (“FLSA”) and seeking, inter alia, back overtime pay. A bona fide dispute exists between the plaintiffs and the defendant as to whether defendant has committed any violation of the FLSA, whether plaintiffs are exempt or not under the applicable “salary basis” tests as set forth in Department of Labor, Wage and Hour Division, regulations, 29 C.F.R. §§ 541.1, 541.5d, and 541.118, whether plaintiffs are entitled to damages of any type, including but not limited to compensatory damages, attorney’s fees, and costs, and whether any alleged violations of the Act occurred.

2. The parties are mutually desirous of fully and finally settling this case in accordance with the terms set forth in this Agreement.

3. The City agrees to pay \$3,537.09 to Kim Linwood and \$6,751.67 to Robert White. Plaintiffs understand that these payments are subject to standard payroll withholding practices. Plaintiffs agree: that the amount received by each pursuant to this paragraph of this Agreement, plus the attorney's fees and costs referenced in paragraph 4, below, represent payment for the promises and the releases and discharges of all claims and forms of recovery referenced in paragraph 6, below; that a bona fide dispute exists between the parties as to the precise amount of damages to which they would be entitled if the City were found liable in this case; and that the sum paid to each represents a fair and reasonable approximation of the City's back overtime pay liability to each if such liability were found to exist.

4. The City further agrees to pay \$5,348.50 to F. Thomas Olson to cover the entirety of plaintiffs' attorney's fees and costs for this case, which sum constitutes further consideration for the plaintiffs releases and discharges of all claims and forms of recovery at issue in this action as referenced in paragraph 6, below.

5. By entering into this Agreement, the City does not admit and hereby specifically denies liability to the plaintiffs or any other employee in any amount for any claim at issue in or relating in any way to the present litigation.

6. Each plaintiff releases and fully discharges the City and its elected officials, employees, and agents from any and all liability, damages, attorney's fees, costs, or any other form of relief, and from any and all causes of action, complaints, claims, or demands, of any type, that relate in any way to local, state, or federal wage and hour laws, rules, regulations, or other obligations, of any type, that arise or exist at any time up to the date the present case is dismissed by the Court with prejudice. Each plaintiff agrees not to authorize, permit, cooperate with, or benefit from any suit against the City or its elected officials, employees, or agents

involving any matter within the scope of or relating to the releases and discharges referenced in this paragraph.

7. Plaintiffs agree and understand that this Agreement is subject to Common Council approval and cannot become final or binding absent both such approval and the Court's dismissal as provided in paragraph 8, below. The City agrees to seek Common Council approval within a reasonable period of time after plaintiffs and their attorney sign this Agreement and to issue payments as required in paragraphs 3 and 4 within a reasonable time of the Common Council's approval of this Agreement and of the Court's dismissal as provided in paragraph 8, below.

8. The parties agree to submit to the Court the Stipulation for Dismissal and Judgment appended as Attachment A to this Agreement, which Stipulation is incorporated herein by reference, so as to obtain an order from the Court dismissing this case with prejudice and without costs and an entry of judgment to this effect; such dismissal and judgment are to be based upon the terms and conditions of this Agreement, a copy of which shall be attached to and incorporated by reference into the Stipulation when it is submitted to the Court. The parties agree that this present Agreement shall become final and binding only if and when such dismissal and judgment are obtained from the Court (and with Common Council approval as specified in paragraph 7, above).

9. This Agreement is a jointly negotiated instrument, no provision of which shall be construed against either party upon grounds of sole authorship.

10. This Agreement requires the signatures of each plaintiff and their attorney; plaintiffs' attorney, in signing this Agreement, releases the City from any attorney's fees or costs associated with this action except as specified in paragraph 4, above.

12. By signing this Agreement, each plaintiff acknowledges he or she has read and understands it and freely and voluntarily agrees to its terms.

Dated: \_\_\_\_\_, 2003

\_\_\_\_\_  
KIM LINWOOD, Plaintiff

Dated: \_\_\_\_\_, 2003

\_\_\_\_\_  
ROBERT WHITE, Plaintiff

Dated: \_\_\_\_\_, 2003

\_\_\_\_\_  
F. THOMAS OLSON  
Hall, Charne, Burce & Olson, S.C.  
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Milwaukee, WI 53202  
(414) 273-2001

Dated: \_\_\_\_\_, 2003

GRANT F. LANGLEY  
City Attorney

By: \_\_\_\_\_

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