

**EXHIBIT A**

**TO RESOLUTION**

DRAFT TEMPLATE

## [DRAFT] SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is entered into by the City of Milwaukee, as well as its officers, directors, and managers (collectively, “City”) and \_\_\_\_\_ (“Plaintiff”). Plaintiff and the City will be referred to hereinafter as the “Parties” when referred to collectively or as a “Party” when referred to interchangeably.

WHEREAS, Plaintiff as part of a case filed against the City of Milwaukee captioned either *Anthony Bruno et al. v. City of Milwaukee*, filed as Case No. 24CV000965 or *Lisa Rewolinski v. City of Milwaukee*, filed as Case No. 24CV006164 in Milwaukee County Circuit Court (the “Lawsuits”);

WHEREAS, the Lawsuits allege, on behalf of 29 individuals, including Plaintiff, that the City violated Wisconsin’s agreed upon wage provisions by failing to pay Plaintiff pursuant to Part II, Section 9(c) of the relevant Salary Ordinance, and Section 11 of the Wage Payment Compliance Policy for General City Employees for snow and ice control;

WHEREAS, Plaintiff was employed by the City in the Department of Public Works and performed as part of snow and ice control operations during the timeframe in which violations were alleged under the Lawsuits;

WHEREAS, The City has denied Plaintiff’s claims as alleged in the Lawsuits;

WHEREAS, the Parties have negotiated in good faith and at arms-length to fully and finally resolve, in light of the inherent risks and expenses of continued litigation, all claims by Plaintiffs’ against the City;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto acknowledge that the aforementioned recitals are true and correct and agree that such recitals, together with the definitions set forth therein and in the preamble to this Agreement, are hereby incorporated into this Agreement by reference.

2. **PAYMENTS DUE TO PLAINTIFF AND PLAINTIFF’S COUNSEL.** In consideration of the representations and undertakings in this Agreement, The City agrees to pay the total sum of \$203,640.50 to 29 Plaintiffs and Plaintiffs’ Counsel. Of that sum, sixty-eight thousand nine hundred forty-four dollars and

forty-eight cents (\$68,944.48) shall be payable to Hawks Quindel, after receipt of an IRS compliant Form W-9, for attorneys' fees and costs. The remaining portion of the settlement fund, in the amount of one hundred thirty-four thousand six hundred ninety-six dollars and two cents (\$134,696.02), pre-tax withholding, shall be allocated by plaintiffs' counsel on a pro rata basis to each individual plaintiff, of which Plaintiff's total payment is to be allocated as set forth in the Schedule of Allocations Due to Plaintiffs (Exhibit 1) in two payments:

- a. \$ [W2 Amount], payable by check made out to the Plaintiff and made with normal payroll withholdings, as payment for unpaid wages alleged by the Plaintiffs in this matter;
- b. \$ [Civil Penalties Amount] payable by check made out to the Plaintiff and made without any withholdings, as payment for liquidated damages and civil penalties allegedly due to Plaintiffs in this matter.

The City shall report payments listed under subparagraph a. above on an IRS W2 Form addressed to the recipient(s) as required by law. The City shall report payment listed under subparagraphs b. above on an IRS 1099 Form addressed to the recipient(s) as required by law.

All 1099 payments as set forth above shall be remitted to Hawks Quindel, S.C., Attn: Attorney Summer Murshid at 5150 N. Port Washington Road, Suite 243, Milwaukee, WI, 53217 within 60 days of the City's receipt of 90% of all plaintiffs' executed Settlement Agreements and IRS compliant Form W-9s. Hawks Quindel, S.C. shall provide a completed IRS W-9 Form to the City's Counsel to facilitate the City's compliance with the tax requirements for all payments made to Hawks Quindel, S.C.

**3. EFFECT OF UNSIGNED AGREEMENTS FROM OTHER PLAINTIFFS.** The Plaintiff and the City recognize that this case involves 29 Plaintiffs who all have claims pending before the Court pursuant to the joinder mechanism. The Plaintiff recognizes the City's interest in obtaining releases for all claims and the City recognizes that if a Plaintiff provides an executed copy of this Agreement, his or her payment should not be withheld based on another Plaintiff's inaction. In light of these considerations, the City agrees that if 90% or more of the Plaintiffs sign Settlement Agreements and IRS compliant Form W-9s, they will issue payment to all Plaintiffs who have signed Settlement Agreements and IRS compliant Form W-9s, within 60 days of the City's receipt of 90% of the executed Agreements and IRS compliant Form W-9s. The City shall not be obligated to make payments to Plaintiffs who do not sign Settlement Agreement or complete and IRS compliant Form W-9, and as such, the City will be

entitled to retain the pro rata amount owed to any Plaintiff who fails to execute a Settlement Agreement by December 15, 2024.

4. **BREACH AND OPPORTUNITY TO CURE.** Nothing in this Agreement shall be construed as a waiver of the Parties' rights to pursue legal recourse for a breach of this Agreement. The Parties agree that in the event the other Party breaches this Agreement, the breaching Party will indemnify and hold the non-breaching Party harmless for any costs, damages and expenses, including reasonable attorney's fees, arising out of the breach of this Agreement by that Party, or arising out of any suit or claim to enforce this Agreement. If the City breaches the payment provisions as set forth in paragraph 2 above, Plaintiff or Plaintiff's counsel will provide counsel for the City with written notice of the same and the City will have opportunity to cure within 14 business days of the notice of breach by making the payments as set forth above. Should a breach cause a Party to incur additional attorneys' fees and/or costs, the non-breaching Party shall be entitled to collect reasonable attorneys' fees and costs incurred in connection with such from the Party and/or any successor entity. The Parties agree that the payments contemplated herein cannot be discharged in bankruptcy or similar insolvency proceedings, subject to applicable laws.

5. **PLAINTIFF'S RELEASE OF CLAIMS.** Plaintiff agrees that, by signing this Agreement and accepting the consideration described herein, Plaintiff unconditionally and irrevocably releases the City from any and all claims arising out of the City's alleged failure to pay Plaintiff for on-call time under Section 9(c) of the Salary Ordinance and Section 11 of the Wage Payment Compliance Policy for General City Employees for Snow and Ice Control at the City through October 31, 2023. Nothing in this Agreement shall limit Plaintiff's rights to pursue claims that might arise after the date of this Agreement. This release shall not affect Plaintiff's rights or claims that cannot be waived by law or to pursue a breach of this Agreement as stated in Paragraph 3 above. Within 7 business days of receipt of the payments outlined in paragraph 2 of this Agreement, the Parties shall enter and file with the court, joint stipulations for dismissal of each of the Lawsuits with prejudice.

6. **APPLICABLE LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the applicable laws of the United States of America. Venue for any dispute concerning this Agreement is proper in the appropriate federal or state courts located in Milwaukee County, Wisconsin. The City and Plaintiff agree that this Agreement, and any claims arising from or relating to this Agreement are not subject to any arbitration agreement.

7. **AUTHORITY.** The Parties agree that the persons executing this Agreement are authorized to do so on behalf of the Party for whom they are signing and hereby bind themselves and their principals.

8. **NON-ASSIGNMENT.** The Parties each represent and warrant that neither they nor any of their agents, representatives, officers, or attorneys have made or have purported to make, assign, transfer, pledge, or hypothecate, any actual or alleged claims, demands, causes of action, obligations, or liabilities which, but for such assignment or transfer, would be subject to the releases in this Agreement.

9. **BINDING OF SUCCESSORS AND ASSIGNS.** The Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties as previously defined.

10. **CONSTRUCTION.** The Parties each acknowledge and agree that each has been represented by counsel in the negotiation and drafting of this Agreement, and that no party is entitled to have any wording of this Agreement construed against any other in the event of a dispute in connection with this Agreement.

11. **FULL DISCLOSURE.** The Parties warrant and represent that, before signing this Agreement, they (1) have fully informed themselves of its terms, contents, and conditions; (2) have received the advice of their respective legal counsel; and (3) fully understand the terms and provisions of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** The Parties agree that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original and a valid and enforceable acceptance and acknowledgement of the sufficiency of this Agreement by the Party signing, and all executed counterparts taken together shall be considered one and the same agreement. This Agreement may be executed electronically, delivered by email or facsimile, and copies of executed signature pages shall be binding as originals.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the Parties' final and entire understanding with respect to resolution of the Lawsuit. This Agreement supersedes all previous agreements, whether written or oral, relating to such matters, and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. The Parties have not made any representations not stated herein, nor have they relied upon any representation outside of this Agreement not stated herein in deciding whether to enter into this Agreement. The provisions of this Agreement may not be changed, discharged, terminated, altered, or waived, except by a written instrument signed by the Parties.

**WHEREFORE**, the Parties, having fully read and understood the terms of this Agreement, have executed their signatures on the dates indicated below with the intention that they be legally bound by this Agreement.

**By Plaintiff:**

**ANTHONY BRUNO**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**NAJJAR ABDULLAH JR.**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**GREG AHL**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**DONALD L. APPLING**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**PATRICK BLOCHOWITZ**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**ALISTAIR BOYLE**

\_\_\_\_\_  
Signature  
Date \_\_\_\_\_

**CRAIG BURNETT**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**DENNIS R. CHERUBINI**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**ANTHONY CROOK**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**HARVEY DUERR**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**JOSE A. HERRERA**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**LAURENT S. JAGUENAUD**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**GEORGE JONES**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**ANDREW F. KASHUBA**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**NOAH A. MACEK**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**BRIAN E. MARION**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**KEVIN A. MOURADIAN**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**ZAKEITHIUS K. NEELY**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**DWAYNE REINHARDT**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**JORDAN REVELS**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_



**JERRY SCOTT**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**ADAM C. UNGER**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**MARSHAUN WILLIAMS**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**DEANDRE DONALD**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**WILLIAM A. JUSTUS**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**CHRISTOPHER RILEY**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**JOEVONTE PORTER**

\_\_\_\_\_  
Signature  
Date\_\_\_\_\_

**KLAYTON K. KNAPP**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**LISA REWOLINSKI**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**On behalf of the City of Milwaukee**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/ Title

Date \_\_\_\_\_

DRAFT TEMPLATE