

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

BRADLEY DEBRASKA, JAMES KRAFT,
DAVID ARNDT, JAMES NISIEWICZ,
MARK NEWELL, HARRISON KERN,
ALAN WILKE, GREGORY SZABLEWSKI,

Plaintiffs,

Case No. 96-C-402
(Fair Labor Standards Act)

v.

CITY OF MILWAUKEE,

Defendant.

**ORDER APPROVING
FINAL SETTLEMENT AGREEMENT AND
TRANSMISSION TO THE WAGE AND HOUR DIVISION OF THE
UNITED STATES DEPARTMENT OF LABOR**

The parties have submitted to this Court a Final Settlement Agreement (with Attachments) setting forth the terms and conditions of a tentative settlement of all remaining outstanding issues in this proceeding. On _____, 2002, this Court issued an Order accepting these documents for filing, directing commencement of the process of implementation of the terms of settlement, approving the capacity of plaintiffs' counsel to consent to the terms of settlement on behalf of the individual plaintiffs to this proceeding, and scheduling a hearing to address all objections to the fairness and/or reasonableness of the terms of settlement. This hearing was conducted by the Court on _____, 2002.

In view of the provisions of the Final Settlement Agreement (and Attachments), and of the hearing held by the Court with respect to the fairness and reasonableness of the terms and conditions of settlement, the Court hereby issues the following

ORDER

1. The terms of the Final Settlement Agreement (including all Attachments thereto) are hereby deemed fair and reasonable and are APPROVED.

2. Any individual plaintiff to this proceeding who has not consented (individually or through counsel) as of this date to the terms of settlement hereto (as embodied in the Final Settlement Agreement and Attachments thereto) may pursue whatever claims he or she may have with respect to those issues remaining in this proceeding on an individual basis if (and only if) they notify the Court in writing of their intention to do so within sixty (60) days of the date of issuance of this Order. Any individual plaintiff who chooses to pursue an individual claim as provided herein shall not be eligible to participate in any proceeds of settlement of this proceeding and shall be required to retain their own individual counsel at their own expense, who must be independent of current plaintiffs' counsel, or to proceed *pro se*.

3. In accordance with ¶ 17 of the Final Settlement Agreement, the Wage and Hour Division of the United States Department of Labor (the "Department"), has transmitted a letter to the Court approving the provisions of Article 15 § 3.b.(3) of the City/MPA collective bargaining agreement pertaining to use of accrued compensatory time off, a true, correct and complete copy of which is attached hereto as Exhibit 1 and is incorporated herein by reference

4. Upon the Court's signing of the final Order for Judgment of Dismissal, the parties are thereupon directed to proceed expeditiously (and in no event later than 90 days following the date of that final order) with full implementation thereof including making of all payments of attorneys' fees and other monetary amounts required to be made, and implementation of all necessary revisions to the collective bargaining agreement between the City of Milwaukee and the Milwaukee Police Association, Local No. 21, IUPA, AFL-CIO.

5. Should the Department not approve of the terms of settlement of this proceeding in accordance with ¶ 17 of the Final Settlement Agreement, that Final Settlement Agreement shall thereupon become null and void, and the litigation of this proceeding shall resume.

Dated at Milwaukee, Wisconsin this _____ day of _____, 2002.

BY THE COURT:

HON. CHARLES N. CLEVERT
U.S. District Court Judge

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