

**FULL SETTLEMENT AND FINAL RELEASE OF ALL CLAIMS**  
**AGAINST THE CITY OF MILWAUKEE**

Kenneth and Cara Meyer, in consideration of Twenty Two Thousand Dollars (\$22,000.00), the receipt of which is hereby acknowledged, do hereby forever release and discharge the City of Milwaukee (hereafter referred to as the released party) from any and all claims and causes of action, in any way arising out of or related to, an incident which occurred on or about June 2, 1999, at or near 754 South Layton Boulevard, City and County of Milwaukee, Wisconsin, and more particularly described in Milwaukee County Circuit Court Case No. 02-CV-005369. This Release is given for the purposes of perfecting a settlement of the \$25,000 limit of coverage afforded by the City of Milwaukee to Kenneth and Cara Meyer. This Release hereby credits and satisfies that portion of the total amount of damages sustained by Kenneth and Cara Meyer to the extent of \$25,000 as if the full sum of \$25,000 has been paid. Kenneth and Cara Meyer expressly reserve their claim against Safeco Insurance Company for damages in excess of \$25,000. Also, this Release is intended to be a Loy (type) Release. See Loy v. Bunderson, 107 Wis. 2d 400 (1982).

This Release by Kenneth and Cara Meyer is also made for and binding upon my heirs, successors and assigns. By this agreement any liability of insurers, predecessors, successors, officers, directors, agents and employees of the released party are also released and discharged.

This Release fully extinguishes all claims and causes of action against the released party, including but not limited to those for: uninsured motorist coverage; compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; and statutory damage awards. This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. In making this Release, all rights to bring any other claims against the released party are fully extinguished.

Kenneth and Cara Meycr further agree to indemnify the released party against any claims which may be made by or on behalf of any child of Kenneth and Cara Meyer living or to be born for any claims or causes of action including those for loss of care, companionship, protection, services or benefits.

It is understood that the money paid for this Release is received not only for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.

It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the released party. It is recognized that the released party denies that it is liable for the claimed injuries and damages.

With full knowledge and understanding of the contents of this release, we voluntarily enter into this settlement and do so without having relied on any statement or representation by the released party, its representatives, or anyone retained by them.

Kenneth and Cara Meyer represent that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement. In making this representation Kenneth and Cara Meyer agree to indemnify the released party for any money it may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in this incident, including any claims based upon subrogation, derivation or assignment. Also, we will indemnify

the released party for all expenses incurred in defending such claims, including reasonable attorney fees.

We understand that in making this Release, we will have no right to make a claim against the released party for more money even if we later become dissatisfied with this settlement for any reason whatsoever.

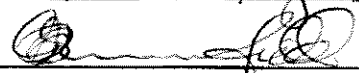
The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.

**We have read this Release, which consists of three pages, and understand that it is a full and complete compromise and full settlement of all claims against the City of Milwaukee.**

Dated this 16<sup>th</sup> day of August, 2004.

  
KENNETH MEYER


Subscribed and sworn to before me  
this 16<sup>th</sup> day of August, 2004.

  
NOTARY PUBLIC / State of Wisconsin  
My Commission: per permanent

Dated this 16<sup>th</sup> day of August, 2004.


  
CARA MEYER

Subscribed and sworn to before me  
this 16<sup>th</sup> day of August, 2004.

  
NOTARY PUBLIC - State of Wisconsin  
My Commission: permanant

As attorney for Kenneth and Cara Meyer, I have reviewed the terms of this  
settlement. I consent to this settlement as required by Wisconsin Statute Sec. 757.38.

Dated this 16<sup>th</sup> day of August, 2004.

  
CHARLES BLUMENFIELD  
Attorney for Kenneth and Cara Meyer