

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the City of Milwaukee, in its own right and on behalf of its various departments, commissions, agencies, employees, including the City of Milwaukee Police Department, and all agents thereof (hereinafter "City"), and Stacy Lopez.

WHEREAS, Stacy Lopez has filed a complaint in the Equal Rights Division of the Department of Workforce Development of the State of Wisconsin, entitled *Stacy Lopez v. City of Milwaukee, Police Department*, ERD Case No. CR200303860, and she has filed the identical case with the United States Equal Employment Opportunity Commission, EEOC Case No. 26GA4000061 in which she alleges discrimination based upon sex or gender in regard to terms and conditions of employment and retaliation in violation of the Wisconsin Fair Employment Act, and Title VII of the Civil Rights Act of 1964, as amended (the "Pending Litigation"), and

WHEREAS, the parties wish to effect a final settlement of the Pending Litigation, and

WHEREAS, the parties further wish to avoid the expense, burden and uncertainties of further litigation in this matter,

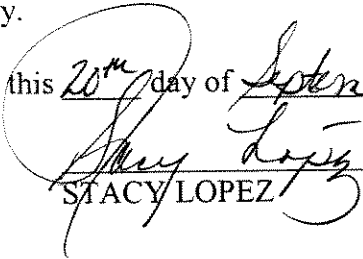
NOW, THEREFORE,

It is hereby stipulated and agreed 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. This Agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.
3. The City will pay and Stacy Lopez will accept the total gross sum of \$52,000.00. The City will report such payment in a Form 1099, for said amount. This gross amount will be paid in two checks. The City will issue one check payable to The Schroeder Group, S.C., Attorneys at Law, in the amount of \$40,000.00. The City will issue a second check payable to Stacy Lopez in the amount of \$12,000.00. The City will make these checks available to Stacy Lopez no later than 60 days after the Mayor signs the Resolution approving the Settlement Agreement.
4. Stacy Lopez agrees to keep the terms of this Agreement confidential except as to her immediate family, lawyers, tax advisors or as otherwise compelled by law.
5. For and in consideration of the above stipulations and agreements and the City's payment of the sum specified herein, Stacy Lopez hereby releases, waives and holds the City harmless for the Pending Litigation, including salary, pay, wages, or payroll related benefits, damages, attorney fees, costs, or other compensation attributed to the Pending Litigation. This release shall not apply to any claims Stacy Lopez may have arising under the Wisconsin Worker's Compensation Act, or which may arise after the execution of this Agreement.

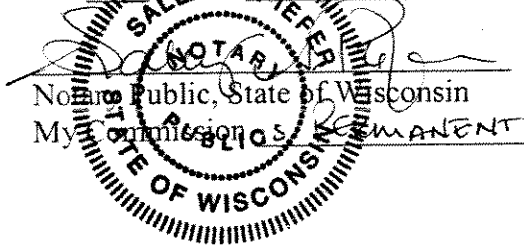
6. Based upon the settlement, Stacy Lopez agrees to execute a written agreement to dismiss and/or withdraw ERD Case No. CR200303860 and EEOC Case No. 26GA4000061 styled as *Stacy Lopez v. City of Milwaukee Police Department* in the Equal Rights Division of the Department of Workforce Development of the State of Wisconsin and the United States Equal Employment Opportunity Commission, with prejudice. Stacy Lopez will, upon receipt of the checks described above cause her attorney, Ms. Sally Piefer, to execute a stipulation for dismissal of the pending litigation, and shall take any further steps necessary to discontinue and secure an order of dismissal in each of those forums based upon settlement with prejudice and without further attorneys' fees or costs awarded to any party in said case.
7. Stacy Lopez agrees to execute the attached release, which is incorporated as **Exhibit 1**, meeting the approval of the City Attorney as to form and execution.
8. Before signing this Agreement, Stacy Lopez 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 relating to her employment discrimination claims against the City up through the date of this settlement and release. This release shall not apply to any claims Stacy Lopez may have under the Wisconsin Worker's Compensation Act or which may arise after the execution of this Agreement. She is aware of her right to consult with an attorney and, in fact, has consulted with an attorney before signing this Agreement. Stacy Lopez has signed this Agreement knowingly and voluntarily.

Dated at Milwaukee, Wisconsin, this 20th day of September, 2005.



 STACY LOPEZ

Subscribed and sworn to before me
 this 20th day of September, 2005.



Notary Public, State of Wisconsin
 My Commission Expires 08/31/2008

GRANT F. LANGLEY, City Attorney

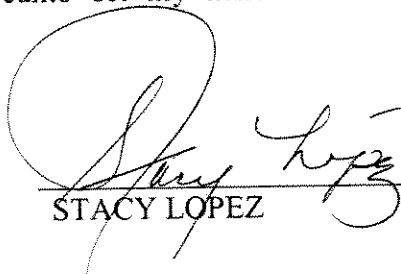
 LEONARD A. TOKUS
 Assistant City Attorney
 State Bar No. 1007764
 Attorneys for the City of Milwaukee

RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENTS, That the undersigned, Stacy Lopez for and in consideration of the mutual promises and payments set forth in the Settlement Agreement dated 9/20/05 in full compromise and settlement, does for herself, her heirs, executors and administrators forever releases and discharges the said City of Milwaukee, a municipal corporation, its successors, assigns, departments, officers, agents and employees, of and from the Pending Litigation (as defined in the Settlement Agreement dated 9/20/05) and any claims arising out of the Wisconsin Fair Employment Act, federal or state constitutional claims, and any other claims whatsoever under any federal, state or local anti-discrimination laws. This release shall not apply to any claims Stacy Lopez may have arising under the Wisconsin Worker's Compensation Act or which may arise after the execution of this Agreement.

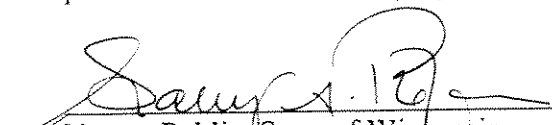
The foregoing release has been read and understood by the undersigned before signing thereof. This release has been signed knowingly and voluntarily and after due consultation with an attorney representing the undersigned.

IN WITNESS WHEREOF I have hereunto set my hand and seal at Milwaukee, Wisconsin, this 20th day of September, 2005.


STACY LOPEZ

STATE OF WISCONSIN)
WAUKESHA) ss.:
MILWAUKEE COUNTY)

The foregoing instrument was executed before me this 20th day of SEPTEMBER, 2005, by the above named releaser who duly acknowledged to me that she read the same, knew the contents and effect thereof, and affixed her signature thereto in my presence for the uses and purposes expressed in the foregoing release.


Notary Public, State of Wisconsin
My Commission Expires PERMANENT

