

SETTLEMENT AGREEMENT

This 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 Milwaukee Police Department and the Fire and Police Commission, and all agents thereof (hereinafter "City"), and Eric J. Moore.

WHEREAS, Eric J. Moore has filed administrative charges of race discrimination, has alleged violations of Title VII of the Civil Rights Act of 1964, as amended, and the Wisconsin Fair Employment Act, and has stated intentions to assert claims under 42 U.S.C. §§ 1981, 1983 and/or 1985 relating to equal protection based upon race and/or association with whites, including the charge filed with the Equal Employment Opportunity Commission, EEOC Charge No. 260-2004-00710 and Equal Rights Division for the State of Wisconsin ERD Case No. CR200304864 against the City of Milwaukee, in connection with his alleged failure to be promoted to Captain of Police at a date earlier than his actual promotion to that rank in December, 2003, and

WHEREAS, the parties wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature whether filed or unfiled, arising from Eric J. Moore's employment and/or failure to be promoted to the rank of Captain of Police by the City of Milwaukee, including, without limitation, all claims arising out of the facts and circumstances which gave rise to the foregoing ERD and EEOC charges, 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 issue a check to Eric J. Moore in the amount of Twenty thousand and no/100th dollars (\$20,000.00) which represents reimbursement for attorney fees and costs in the sum of \$5,000, and compensatory damages in the sum of \$15,000. The parties stipulate and agree that Eric J. Moore sustained no actual past wage loss because his earnings as a lieutenant of detectives exceeded the earnings he would have received as a captain of police had he been promoted to the rank of captain earlier than his actual promotion date. Eric J. Moore agrees, however, that by this settlement and release, he is releasing and discharging any potential claim for back pay or wage loss, as more fully provided in paragraph 4 and 6 herein.
4. For and in consideration of the City's payment of the sum specified herein, Eric J. Moore hereby releases, waives and holds the City harmless for any and all claims for payment of any salary, pay, wages, or payroll related benefits, damages, attorney fees, costs, or other compensation.
5. Based upon the settlement, Eric J. Moore will advise the State of Wisconsin Department of Workforce Development, Equal Rights Division of the final settlement of all claims or otherwise dismiss with prejudice any claim still pending before them. Eric J. Moore and his attorney shall execute any and all documents necessary to

dismiss his ERD or other claims on the merits, with prejudice, and without costs or attorney's fees.

6. Eric J. Moore and his attorney agree to execute the attached release, which is incorporated as **Exhibit 1**, meeting the approval of the City Attorney as to form and execution.
7. Before signing this agreement, Eric J. Moore states that he has read the agreement, has had a full and complete opportunity to consider its terms, and that he understands the agreement, and knows that he is giving up all of his claims or potential claims, relating to his employment discrimination claims against the City up through the date of this settlement and release. He is aware of his right to consult with an attorney and, in fact, has consulted with an attorney before signing this agreement. Eric J. Moore has signed this agreement knowingly and voluntarily.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 2004.

ERIC J. MOORE

Subscribed and sworn to before me
this ____ day of _____, 2004.

Notary Public, State of Wisconsin
My Commission _____

JOHN R. PAUNAN
State Bar No. _____
Attorney for Eric J. Moore

GRANT F. LANGLEY
City Attorney

MIRIAM R. HORWITZ
Assistant City Attorney
State Bar No. 01016150
Attorneys for the City of Milwaukee

ATTORNEY'S ACKNOWLEDGEMENT

The undersigned, as attorney representing Eric J. Moore, acknowledges that I have read and explained the foregoing release to Mr. Moore, and that he has signed it knowingly and voluntarily.

John R. Paunan

Approved as to form and execution
this ___ day of _____, 2004,

Assistant City Attorney

1095-2003-3729:79620