

PARTIAL SETTLEMENT AGREEMENT
Rehrauer, et al. v. City of Milwaukee, et al.
Case No. 98-CV-007745

I. RECITALS

A. James A. Rehrauer, James D. Prestidge, Glenn W. Schneeberg, Roger L. O'Brien and Glenn A. Dickau appealed from the Circuit Court's grant of summary judgment in favor of the defendants.

B. On appeal, in Case No. 00-20900-2090, the Court of Appeals, District I, reversed the Circuit Court and remanded the case back to the Circuit Court with directions.

C. On August 30, 2001, the Circuit Court ordered that declaratory judgment be granted in favor of each plaintiff-appellant, granting each plaintiff-appellant the highest level of duty disability benefits that came to contractually established during their term of active duty.

D. As a result, the plaintiff-appellants Rehrauer, Schneeberg and O'Brien have been reinstated to a duty disability retirement pension and the plaintiff-appellant Prestidge will be instated upon execution of this agreement, to a duty disability retirement pension. The plaintiff-appellant Dickau is on duty disability retirement pension and has never been removed from duty disability retirement pension.

E. The purpose of this agreement is to provide each of the plaintiff-appellants specific supplemental relief without the need for further court proceedings. This partial settlement agreement does not address the issue of the plaintiff-appellants' attorney fees, which will be addressed through further court proceedings.

II. AGREEMENT ON BEHALF OF THE PLAINTIFF-APPELLANTS.

In consideration of payments from the Employes' Retirement System ("ERS") and the City of Milwaukee ("City") set forth in Article II and Article III below, the plaintiff-appellants Rehrauer, Prestidge, O'Brien and Schneeberg hereby agree to forever release and discharge the ERS, its Annuity and Pension Board and the City, their officers, agents and employees from any and all liability arising out of the allegations contained in the complaint and amendments thereto, including liability for back disability pay, liability for income taxes paid by the plaintiff-appellants, health insurance premiums paid by the plaintiff-appellants, and liability for interest, but excluding liability for attorney fees.

III. AGREEMENT ON BEHALF OF THE ERS.

In consideration of the receipt by the ERS of a fully executed release, ERS agrees to pay the plaintiff-appellant Rehrauer the sum of \$159,969.25, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment.

In consideration of the receipt by the ERS of a fully executed release, ERS agrees to pay the plaintiff-appellant Schneeberg the sum of \$46,995.30, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment.

In consideration of the receipt by the ERS of a fully executed release, ERS agrees to pay the plaintiff-appellant O'Brien the sum of \$42,110.18, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment.

In consideration of the receipt by the ERS of a fully executed release, ERS agrees to pay the plaintiff-appellant Prestidge the sum of \$107,914.07, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment, plus the difference between any pension paid and any disability pay due subsequent to October, 2002, plus interest at 5% per annum simple on same.

IV. AGREEMENT OF BEHALF OF THE CITY.

In consideration of the receipt by the ERS of a fully executed release, the City agrees to pay the plaintiff-appellant Rehrauer the sum of \$36,921.34, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment, plus any healthcare insurance premiums deducted subsequent to October, 2002, plus interest at 5% per annum simple on same.

In consideration of the receipt by the ERS of a fully executed release, the City agrees to pay the plaintiff-appellant Schneeberg the sum of \$60,540.51, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment, plus any healthcare insurance premiums deducted subsequent to October, 2002, plus interest at 5% per annum simple on same.

In consideration of the receipt by the ERS of a fully executed release, the City agrees to pay the plaintiff-appellant O'Brien the sum of \$7,689.04, plus additional interest at 5% per annum simple from November 30, 2002 to the date of payment, plus any healthcare

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insurance premiums deducted subsequent to October, 2002, plus interest at 5% per annum simple on same.

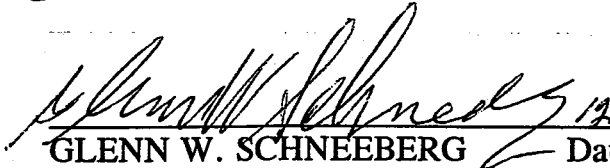
In consideration of the receipt by the ERS of a fully executed release, the City agrees to pay the plaintiff-appellant Prestidge the sum of \$38,053.79, plus additional interest at 5% per annum from November 30, 2002 to the date of payment, plus any healthcare insurance premiums deducted subsequent to October, 2002, plus interest at 5% per annum simple on same.

V. APPROVAL

This agreement is subject to the approval by the ERS Annuity and Pension Board and the City Common Council.

 12-17-02
JAMES A. REHRAUER Date

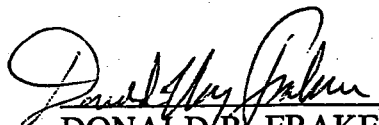
 12-18-02
JAMES D. PRESTIDGE Date

 12-17-02
GLENN W. SCHNEEBERG Date

 12-17-02
ROGER L. O'BRIEN Date

FRAKER LAW FIRM, S.C.

GRANT F. LANGLEY
City Attorney

 12-18-02
DONALD R. FRAKER Date
State Bar No. 01009193
Attorney for the Plaintiffs-Appellants

THOMAS E. HAYES Date
Special Deputy City Attorney
State Bar No. 01001970
Attorney for the
Defendants-Respondents

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