

RELEASE OF CLAIM

KNOW ALL PERSONS BY THESE PRESENT, That the undersigned, MICHAEL R. DANIELS for and in the consideration of the mutual promises and payments set forth in the Settlement Agreement dated _____ in full compromise and settlement, does for himself, his 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 any and all claims, demands, actions and causes of action for damages of any kind or nature whatsoever for back pay, front pay and benefits, attorney's fees, costs, compensatory damages, punitive damages, or any other damages whatsoever, arising out his employment or his leaving active employment with the City of Milwaukee, including, without limitation, any claims arising out of the Wisconsin Fair Employment Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act (ADEA), federal or state constitutional claims, and any other claims whatsoever under any federal, state or local anti-discrimination laws.

For and in consideration of the mutual promises and payments set forth in the Settlement and Mutual Release Agreement, Mr. Daniels, further agrees to forever waive, discharge and release the City of Milwaukee for any liability for payment of wages, salary, benefits, or penalties which might otherwise accrue by virtue of Mr. Daniels being reported on active payroll status from October 27, 1999 to the date he is reinstated to employment pursuant to the Settlement Agreement. Mr. Daniels specifically understands that he will not receive a check for wages or salary or any employee benefits, for being connected to or on the payroll during or on those dates, other than as specifically set forth in the Settlement Agreement.

Mr. Daniels further hereby expressly stipulates the he knows of no other person who has or may have any claim to assert against the City of Milwaukee concerning his employment with the City, or his leaving active employment with the City, including without limitation, any claim, demand, action, lien or subrogated interest.

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. The undersigned acknowledges that he has had a period of at least twenty-one (21) days to consider this release and waiver and shall have a period of seven (7) days to revoke.

IN WITNESS WHEREOF I have hereunto set my hand and seal at Milwaukee,
Wisconsin, this _____ day of _____, 2002.

MICHAEL R. DANIELS

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

The foregoing instrument was executed before me this _____ day of _____, 2002, by the above named releasor who duly acknowledged to me that he read the same, knew the contents and effect thereof, and affixed his signature thereto in my presence for the uses and purposes expressed in the foregoing release.

Notary Public, State of Wisconsin
My Commission expires: _____

ATTORNEY'S ACKNOWLEDGEMENT

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

Robert M. Mihelich

Approved as to form and execution
this ____ day of _____, 2002,

Assistant City Attorney
54614

Exhibit 1

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