Settlement Agreement and Release of Claims

This Agreement, along with all exhibits hereto (collectively, the "Settlement Agreement"), is entered into by and between the City of Milwaukee ("the City" or the "Defendant") and Karl Kraai (the "Class Representative" or the "Plaintiff"), for himself and on behalf of a class of similarly-situated individuals, in the case of *Kraai v. City of Milwaukee*, Case No.: 2:20-cv-909, filed in the United States District Court for the Eastern District of Wisconsin (the "Lawsuit").

RECITALS

WHEREAS, the Class Representative filed a lawsuit under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* and Wisconsin wage payment and overtime laws, Wis. Stat §§ 103, 104, 109, *et seq.*, as a class and collective action to recover unpaid wages against the City on May 8, 2020 (Dkt. 1-1);

WHEREAS, the Defendant filed a Petition for Removal on June 17, 2020 (Dkt. 1-1);

WHEREAS, Defendant filed an Answer denying the material allegations in the Amended Complaint on June 23, 2020 (Dkt. 3);

WHEREAS, the Class Representative is represented in the Lawsuit by the law firm of MacGillis Wiemer, LLC ("Class Counsel");

WHEREAS, Defendant denies all of the allegations in the Lawsuit and any and all liability and damages of any kind to anyone with respect to the alleged facts or causes of action asserted in the Lawsuit, but nonetheless, without admitting or conceding any liability or damages whatsoever, has agreed to settle the Lawsuit on the terms and conditions set forth in this Settlement Agreement to avoid the burden, expense, and uncertainty of continuing the Lawsuit;

WHEREAS, the parties recognize that the outcome in the Lawsuit is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time and expense;

WHEREAS, the Class Representative and his counsel have conducted an investigation and evaluation of the facts and law relating to the claims asserted in the Lawsuit to determine how best to serve the interests of all potential class members and believe, in view of the costs, risks, and delay of continued litigation balanced against the benefits of settlement, that the settlement as provided in this Settlement Agreement is in the best interest of all and that the settlement provided in this Settlement Agreement represents a fair, reasonable, and adequate resolution of the Lawsuit;

WHEREAS, the parties have agreed to settle this case as to: All persons who are or have been employed by the City of Milwaukee as non-FLSA-exempt employees of the Milwaukee Fire Department engaged in fire protection activities, within two (2) years prior to May 8, 2020, and who allege they have not been fully compensated for all hours worked in excess of two hundred four (204) hours per twenty-seven (27) day work period based upon an undercalculation of the regular rate (these individuals are hereinafter referred to as the "Class Members");

WHEREAS, for purposes of the settlement, the parties have agreed to jointly seek certification of a Rule 23 class and certification of a collective action;

WHEREAS, Class Counsel has agreed to send notice of this settlement agreement to all Class Members and to all individuals eligible to "opt-in" to the Lawsuit as plaintiffs pursuant to the FLSA; and

WHEREAS all individuals that have already opted-in to this case pursuant to the FLSA, or that later opt-in to this case by [Date Certain from Notice] pursuant to the FLSA (collectively the "Collective Members"), will be eligible to participate in the settlement;

NOW, THEREFORE, the parties, intending to be legally bound and in consideration of the mutual covenants and other good and valuable consideration set forth below, do hereby agree as follows:

AGREEMENT

1. **Settlement.** It is agreed by and among the parties that this action, and any claims, damages, or causes of action arising out of or related to any underpayment related to an improper calculation of the regular rate, be settled and compromised as among the Class Representative, Class Members, Collective Members and Defendant, subject to court approval and pursuant to the terms and conditions set forth in this Settlement Agreement.

2. **Settlement Fund.** Defendant agrees to establish a Settlement Fund in the amount of One Million One Hundred and Fifty Thousand and 00/100 Dollars ($1,150,000.00) ("Settlement Fund") as consideration to resolve any and all federal and Wisconsin state law wage and hour claims of the Class Representative, Class Members and Collective Members. This Settlement Fund is inclusive of attorney's fees, costs, and liquidated damages, such that Defendant's settlement liability, including its share of any settlement administration costs and the Enhancement Payment, shall not exceed One Million One Hundred and Fifty Thousand and 00/100 Dollars ($1,150,000.00).

3. **Allocation.** Each Class Member that is already a Collective Member as of the Effective Date shall be entitled to receive the amounts allocated to him or her on **Exhibit 1** of this Settlement Agreement (the "Settlement Share") without doing anything further. In addition, each Class Member that returns an executed Consent and Claim Form (attached as **Exhibit 4**) by the due date shall be entitled to receive his or her Settlement Share. All Class Members that are already Collective Members as of the Effective Date and any Class Members that return an executed

Consent and Claim Form by the due date are hereinafter referred to as "Participating Members." The amounts allocated to Class Members and Collective Members (as identified on **Exhibit 1**), costs, settlement administration and Enhancement Payment shall not exceed One Million One Hundred Fifty Thousand and 00/100 Dollars ($1,150,000.00). Any amounts allocated to the Class Members or Collective Members that are not claimed through the process described above shall revert to Defendant.

4. **Attorneys' Fees and Costs.** Class Counsel will apply for an award of attorneys' fees, to be paid from the settlement fund, to be approved by the Court, not to exceed Four Hundred Thousand and 00/100 Dollars ($400,000.00). Class Counsel will also apply for an award of costs, to be paid from the settlement fund, to be approved by the Court, not to exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00). Defendant does not oppose such applications.

5. **Enhancement Payment.** The Class Representative will receive an additional Five Thousand and 00/100 Dollars ($5,000.00), to be paid from the settlement fund, in recognition of his efforts in bringing this claim and the assistance he provided counsel in bringing this matter to resolution.

6. **Settlement Approval Process.**

A. The parties agree to seek the Court's approval for the Settlement Agreement and, for settlement purposes only, certification of the following Fed. R. Civ. P. 23 Class (the "Settlement Class"):

> All persons who are or have been employed by the City of Milwaukee as non-FLSA-exempt employees of the Milwaukee Fire Department engaged in fire protection activities, within three (3) years prior to May 8, 2020, and who allege they have not been fully compensated for all hours worked in excess of two hundred four (204) hours per twenty-seven (27) day work period.

B. The Parties will file a Joint Motion for Preliminary Approval of Class Action Settlement, Certification of a Rule 23 Class and Certification of a Collective Action and a proposed order in a form substantially similar to the form attached hereto and made a part of the Settlement Agreement as **Exhibit 2.** The parties will cooperate and take all necessary steps to effectuate judicial approval of this Settlement Agreement.

C. Preliminary Approval of Settlement. As soon as practicable after the execution of this Settlement Agreement, Class Counsel shall present this Settlement Agreement to the Court, along with a joint motion requesting that the Court issue an Order Granting Preliminary Approval of the Settlement, Certification of a Rule 23 Class and Certification of a Collective Action ("Preliminary Approval Order"), which shall include the following:

i. Preliminary approval of the settlement memorialized in this Settlement Agreement as fair, reasonable, and adequate;

ii. Certification of this case for settlement purposes, as a class action under Federal Rule of Civil Procedure 23;

iii. Appointing Karl Kraai as Class Representative;

iv. Appointing MacGillis Wiemer, LLC as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g);

v. Certification of this case for settlement purposes, as a collective action pursuant to the Fair Labor Standards Act, 29 2l6(b); U.S.C. § 216(b);

vi. Approving the Notice of Class Action and Collective Action Settlement (the "Notice") substantially in the form of **Exhibit 3** for distribution to all Class Members and potential Collective Members;

vii. Approving the Consent and Claim Form substantially in the form of **Exhibit 4** for distribution to all Class Members and potential Collective Members;

viii. A finding that the Notice to be given constitutes the best notice practicable under the circumstances, including individual notice to all Class Members and potential Collective Members who can be identified with reasonable effort, and constitutes valid, due, and

sufficient notice to Class Members and potential Collective Members in full compliance with the requirements of applicable law, including the due process clause of the United States Constitution;

ix. A direction that each potential Class Member who wishes to be excluded from the Settlement Class must opt-out per the instructions set forth in the Notice, and that any such responses must be received by the date set forth in the Preliminary Approval Order;

x. A direction that any potential Class Member who has not properly and timely requested exclusion from the Settlement Class shall be bound in the event the Court issues a Final Order Approving Settlement;

xi. A direction that each potential Collective Member who wishes to be included in the Settlement Class must opt-in per the instructions set forth in the Notice, and that any such responses must be received by the date set forth in the Preliminary Approval Order;

xii. A direction that any potential Collective Member who has not properly and timely requested inclusion in the Settlement Class shall not be bound in the event the Court issues a Final Order Approving Settlement;

xiii. The scheduling of a Fairness Hearing to determine whether this Settlement Agreement should be approved as fair, reasonable, and adequate and whether the proposed Final Order Approving Settlement should be entered;

xiv. A direction that Class Counsel shall file a Petition for Approval of Attorneys' Fees and Costs at least twenty-one (21) days prior to the Fairness Hearing, and a direction that any supplemented brief in support of final approval of the Settlement Agreement or in response to any objections to the application for attorneys' fees be filed at least seven (7) days before the Fairness Hearing, and that the Court shall determine at the Fairness Hearing in what amount attorneys' fees and reimbursement of costs and expenses should be awarded to Class Counsel; and

xv. A direction that any Participating Member who wishes to object in any way to the proposed Settlement Agreement must file and serve such written objections per the instructions set forth in the Notice no later than sixty (60) days after the mailing of the Notice, together with copies of all papers in support of his or her position. The Notice shall state that the Court will not consider objections of any Participating Member who has not properly served copies of his or her objections on a timely basis.

D. Objection to Settlement. Any Participating Member who intends to object to the fairness of the Settlement Agreement must, by the date specified in the Preliminary Order Approving Settlement (which shall be sixty (60) days after the mailing of the Class Notice), which shall be no less than fifteen (15) business days before the Fairness Hearing, file any such objection with the Court and provide copies of the objection to:

> Christopher J. MacGillis, MacGillis Wiemer, LLC, 11040 W. Bluemound Rd., Suite 100 Milwaukee, WI 53226, and
>
> Robin Pederson, City of Milwaukee, 200 E. Wells St., Room 800 Milwaukee, WI 53202.

Any objection to the Settlement Agreement must include: (i) the objector's full name, address, and telephone number; (ii) the objector's dates of service with Defendant and job title(s) while there; (iii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of all persons who will be called to testify in support of the objection; and (vi) a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

Any Participating Member who does not file a timely written objection to the settlement and notice of his or her intent to appear at the Fairness Hearing shall be foreclosed from seeking any adjudication or review of the settlement by appeal or otherwise.

E. Request for Exclusion. Any Class Member who wishes to be excluded from the Settlement Class must submit a request for exclusion to the address specified in the Class Notice by the date specified in the Preliminary Order Approving Settlement (which shall be sixty (60) days after the mailing of the Notice), which shall be no less than fifteen (15) business days

before the Fairness Hearing. To be effective, the request for exclusion must: (i) include the Class Member's full name, address, and telephone number; (ii) include the Class Member's dates of service with Defendant and job title(s) while there; and (iii) specifically state his or her desire to be excluded from the settlement in the Lawsuit.

Any Class Member who fails to submit a timely request to be excluded shall be subject to and bound by this Settlement Agreement and every order or judgment entered pursuant to this Settlement Agreement.

F. Parties' Right to Withdrawal Based Upon Requests for Exclusion. In the event that twenty-five percent (25%) or more of Class Members elect to opt-out of the Settlement, Class Counsel shall provide Defendant with notice within five (5) days of the close of the Notice period, and either party shall have the right, in its or his sole discretion, to void this Agreement, which will have no further effect upon filing, with the Court, a Notice of Withdrawal From Settlement by Counsel. In no event shall either party file such a Notice of Withdrawal later than ten (10) days after the close of the Notice period. If a party files such a Notice of Withdrawal, the case will proceed as if no settlement had been attempted. In that event, the parties agree to enter into new good-faith negotiations relative to the terms of any settlement before resuming litigation.

G. Fairness Hearing. On the date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will: (i) decide whether to certify the Settlement Class; (ii) decide whether to approve the Settlement Agreement as fair, reasonable, and adequate, and (iii) decide any petitions for attorneys' fees and costs.

If this Settlement Agreement is finally approved by the Court, a Final Order Approving Settlement and directing the entry of judgment pursuant to Federal Rule of Civil Procedure 54(b) shall be entered as follows:

i. Approving the Settlement Agreement as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e);

ii. Declaring that the Settlement Agreement represents a fair and reasonable resolution of a bona fide dispute under the Fair Labor Standards Act;

iii. Declaring the Settlement Agreement to be binding on Defendant and the Class Representative, as well as all of the Class Members who have not been excluded and all Collective Members;

iv. Granting Class Counsel's petition for attorneys' fees in the requested amount of not more than Four Hundred Thousand and 00/100 Dollars ($400,000.00);

v. Granting Class Counsel's petition for costs in the requested amount of not more than Twenty-Five Thousand and 00/100 dollars ($25,000.00);

vi. Approving the settlement payments set forth in the Court's Order Granting Preliminary Approval of Class Action Settlement, Certification of a Rule 23 Class, and Certification of a Collective Action; and

vii. Dismissing this action on the merits with prejudice.

7. **Settlement Administration.** If the Court grants preliminary approval of this Settlement Agreement, the settlement will be administered by American Legal Claim Services, LLC (the "Settlement Administrator"). Fees and expenses of the settlement administration shall be paid out of the Settlement Fund. The parties estimate that these fees and expenses will be approximately Thirty Thousand and 00/100 Dollars ($30,000.00) and are allocating that amount accordingly in the Settlement Fund. The Plaintiff will be solely responsible for payment of any amounts above Thirty Thousand and 00/100 Dollars ($30,000.00).

The parties agree to the following procedure for settlement administration:

A. Settlement Calculations. Individual Settlement Shares shall be made in the amounts set forth in **Exhibit 1**. These amounts were calculated and determined by Plaintiff's

counsel. The City makes no representation as to the accuracy of such calculations but accepts them as a term of the Settlement Agreement.

B. Issuance of Notice. Within ten (10) days of the Court's order granting preliminary approval of the Settlement, the Settlement Administrator will mail the Notice and Consent and Claim Form to the Class Members, Collective Members and potential Collective Members in a form substantially similar to what is attached hereto and made a part of this Settlement Agreement as **Exhibits 3 and 4**. The Notice shall inform Class Members of their right to exclude themselves from the settlement, and Collective Members of their right to include themselves from the settlement. If any Notices are returned by the postal service as undeliverable, Defense counsel agrees to provide the Settlement Administrator with that individual's social security number, and otherwise cooperate with the Settlement Administrator to make the best efforts in locating the individual. The Notices will be promptly re-mailed to the updated address. If, after a second mailing of the Notice, the Notice is returned by the postal service as undeliverable, the parties shall be deemed to have satisfied their obligation to provide the applicable Notice to that individual.

C. Any shortfall in the settlement fund with regard of payments due and owing to Participating Members, the Settlement Administrator, and Plaintiff's counsel, shall be taken from and reduce the share to be paid to Plaintiff's counsel.

8. Release.

A. Upon the Court entering a Final Order Approving Settlement, the Class Representative's claims shall be deemed to have been dismissed with prejudice.

B. Upon the Court entering a Final Order Approving Settlement, the Class Representative, Collective Members who have opted in and any Class Members who do not

exclude themselves from the settlement shall be deemed to have completely released and forever discharged the City and the City's past, present and future affiliates, parents, subsidiaries, attorneys, insurers, independent contractors, principals, agents, servants and representatives, including any temporary agency through which the Class Representative, Collective Members, or Class Members were assigned to work at Defendant (collectively the "City Released Parties") from any and all rights, claims, demands, debts, contracts, accounts, torts, statutory claims, claims for compensatory or punitive damages, claims for statutory penalties, misfeasance, malfeasance, costs, losses, expenses, attorney fees, obligations, causes of action, damages and liability of any kind or character whatsoever, whether known or unknown, matured or unmatured, asserted or unasserted, and whether legal, equitable or injunctive in nature, that he or she has raised or could have raised in the Lawsuit or which he or she may have had against the City ("Released Party") under any state and federal wage and hour laws involving the calculation or underpayment of compensation for all hours worked from May 8, 2017 to the date the parties sign this Settlement Agreement, including without limitation Wis. Stats. § 109, 104, 103, the Wisconsin Administrative Code, and 29 U.S.C. § 201, *et seq.*, at any time on or before the Effective Date of this Settlement Agreement.

9. **Settlement Payments.**

A. Settlement Checks to Current City of Milwaukee Fire Department Fire Department Employees and Contract Workers. If no objections to the settlement are filed, the Settlement Administrator shall issue payment from the Settlement Fund, of the individual Settlement Share, to Participating Members who are current City employees; all within ten (10) days after the Court enters the Find Order Approving Settlement. If objections to the settlement are filed, but the settlement is approved, and no appeals filed, then the Settlement Administrator

shall issue payments from the Settlement Fund for the individual Settlement Share to Participating Members who are current City employees; all within forty (40) days after the Court enters the Final Order Approving Settlement. If an appeal is filed, no payments shall be issued until and unless the settlement is upheld on appeal or the objection is otherwise resolved. If an appeal is filed and the settlement is upheld or the objection is otherwise resolved, the Settlement Administrator shall issue payment from the Settlement Fund for the individual Settlement Share to Participating Members who are current City employees; all within ten (10) days after the resolution.

B. Settlement Checks to Non-Current City of Milwaukee Fire Department Employees. If no objections to the settlement are filed, the Settlement Administrator shall issue payment from the Settlement Fund: (i) to Class Counsel for the Court-approved attorney's fees and costs; and (ii) to Participating Members who are not current City employees for the Class Member's or Collective Member's individual Settlement Share; all within ten (10) days after the Court enters the Find Order Approving Settlement. If objections to the settlement are filed, but the settlement is approved, and no appeals filed, then the Settlement Administrator shall issue payments from the Settlement Fund: (i) to Class Counsel for the Court-approved attorney's fees and costs; and (ii) to Participating Members who are not current City employees for the Class Member's or Collective Member's individual Settlement Share; all within forty (40) days after the date the Court enters the Find Order Approving Settlement. If an appeal is filed, no payments shall be issued until and unless the settlement is upheld on appeal or the objection is otherwise resolved. If an appeal is filed and the settlement is upheld or the objection is otherwise resolved, the Settlement Administrator shall issue payment from the Settlement Fund: (i) to Class Counsel for the Court-approved attorneys' fees and costs, (ii) to the Class Representative for the Court

approved Enhancement Payment; and (iii) to Participating Members who are not current City employees for the Class Member's or Collective Member's individual Settlement Share, all within ten (10) days of the resolution.

C. Reissuing of Payments to Non-Current City of Milwaukee Fire Department Employees. If any settlement checks are returned as undeliverable within one hundred eighty (180) days of issuance, Defense Counsel shall notify Settlement Administrator of the returned check and Settlement Administrator shall promptly attempt to locate the person (including using the Social Security Number of that Participating Member). Upon request by a Participating Member, the Settlement Administrator will promptly reissue checks that were mailed but not cashed by the Participating Member, during the one hundred eighty (180)-day time period. Any settlement cheek that remains undeliverable or is not cashed after one hundred eighty (180) days following its issuance shall be cancelled and voided. The Settlement Administrator will not reissue checks after the one hundred eighty (180)-day time period.

D. Reversion of Payments. Any settlement check that remains undeliverable or is not cashed after one hundred eighty (180) days following its issuance, and following its cancellation and voiding, shall revert back to Defendant. Further, any amount in the Settlement Fund allocated to a Participating Member who does not claim that allocated amount through the process described in paragraph 3 above shall revert to Defendant.

E. Tax Treatment. For tax purposes, each Participating Member's Settlement Share, as set forth in **Exhibit 1**, constitutes a combination of alleged unpaid wages, as well as liquidated damages. Thirty-eight percent (38%) of the payment shall be characterized as 1099 income (liquidated damages) and the remaining sixty-two percent (62%) shall be characterized as back-pay wages. Defendant shall be responsible for all employer side taxes related to the payment

of wages to any current or former City employee. The portion of Participating Members' Settlement Shares characterized as back-pay wages is subject to all legally required garnishments, liens, wage withholding orders, regular withholdings, and similar obligations, and reported on an IRS Form W-2. The remaining liquidated penalty payment shall be deemed compensation for interest and liquidated damages, shall not be subject to payroll withholdings, and shall be reported on an IRS Form 1099. The amounts payable under this Settlement will not trigger any additional benefits or liabilities under Defendant's benefits plans, including any retirement plans in which Class Members or Collective Members participate. Attorney's fees and costs paid pursuant to Paragraph 4 shall be paid without withholding and shall be reported to the IRS and Class Counsel under Class Counsel's name and taxpayer identification number, which Class Counsel shall provide for this purpose through an executed IRS Form W-9, on an IRS Form 1099.

10. **No Admission of Liability.** By entering into this Settlement Agreement, Defendant admits no liability of any kind, and Defendant expressly denies any liability or wrongdoing. Accordingly, the parties agree that none of them has prevailed nor shall this Settlement Agreement be construed as evidence that any party has prevailed in this matter. This Settlement Agreement shall not be admissible in any court or other proceeding except as necessary in connection with a claim of breach of this Settlement Agreement or an effort to enforce this Settlement Agreement.

11. **Choice of Law.** The enforcement of this Settlement Agreement shall be governed and interpreted by and under the laws of the State of Wisconsin whether or not any party is or may hereafter be a resident of another state.

12. **Extension of Time.** The parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice to the Court, subject to Court approval as to Court dates.

13. **No Waivers, Modifications. Amendments.** This Settlement Agreement constitutes the entire agreement of the parties concerning the subjects contained herein, and all prior and contemporaneous negotiations and understandings between the parties shall be deemed merged into this Settlement Agreement. No waiver, modification, or amendment of the terms of this Settlement Agreement, whether purportedly made before or after the Court's approval of this Settlement Agreement, shall be valid or binding unless in writing, signed by or on behalf of all parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the other provisions of this Settlement Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

14. **Court Retains Jurisdiction to Enforce Agreement.** The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement. Any action to enforce this Settlement Agreement shall be commenced and maintained only in this Court.

15. **Agreement to Cooperate/Severability.** The parties acknowledge that it is their intent to consummate this settlement, and they agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. The provisions of this Settlement Agreement shall be deemed severable, and the invalidity or

unenforceability of any one or more of its provisions shall not affect the validity or enforceability of any of the other provisions.

16. **Counterparts.** This Settlement Agreement shall become effective upon its execution, subject to subsequent Court approval. The parties may execute this Settlement Agreement in counterparts, and execution in counterparts shall have the same force and effect as if the Class Representative and Defendant had signed the same instrument. Any signature made and transmitted by facsimile for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be binding upon the signing party.

17. **Corporate Signatories.** Each party executing this Settlement Agreement or any of its exhibits on behalf of any party hereto warrants that such person has the authority to do so. Any person executing this Settlement Agreement or any such related documents on behalf of a corporate signatory hereby warrants and promises for the benefit of all parties hereto that such person is duly authorized by such corporation to execute this Settlement Agreement or any such related documents.

18. **Captions.** The captions or headings of the paragraphs in this Settlement Agreement are inserted for convenience or reference only and shall have no effect upon the construction or interpretation of any part of this Settlement Agreement.

19. This Settlement Agreement is contingent upon approval of the City of Milwaukee Common Council and the Mayor.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the dates indicated below and agree that it shall be effective as of the date of the last party to execute the Settlement Agreement below ("Effective Date").

Date: 12-20-2022

By: [signature]

Printed Name: Karl Kraai

Title: Class Rep

On Behalf of Himself and Similarly Situated individuals

Date: Dec. 22, 2022

By: [signature]

Printed Name: Robin Pederson

Title: Deputy City Attorney

On Behalf of the City of Milwaukee

REVIEWED AND APPROVED AS TO FORM:

MACGILLIS WIEMER, LLC

Date: 12/21/2022

By: [signature]

Printed Name: Christopher J. MacGillis

Title: Class Counsel

REVIEWED AND APPROVED AS TO FORM:

CITY OF MILWAUKEE

Date: Dec. 22, 2022

By: [signature]

Printed Names: Robin Pederson

Title: Deputy City Attorney