

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN**

**KARL H. KRAAI, on behalf of himself and all
others similarly situated,**

Case No.: 2:20-CV-909

Plaintiff,

v.

CITY OF MILWAUKEE

Defendant.

**JOINT MOTION TO SEAL A CERTAIN PART OF THE
JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, CERTIFICATION OF A RULE 23 CLASS
AND CERTIFICATION OF A COLLECTIVE ACTION**

Pursuant to General Local Rule 79, the parties respectfully submit this motion to file under seal certain papers being filed with the parties' Joint Motion for Preliminary Approval of Class Action Settlement, Certification of a Rule 23 Class and Certification of a Collective Action being filed today. Specifically, the parties seek to seal:

- Exhibit 1 to Exhibit A (the executed Settlement Agreement).

There is good cause to grant the parties' motion. Exhibit 1 contains confidential payment information pertaining to each class member in this case. The City of Milwaukee does not make this information publicly available and the parties see no reason that it should be disclosed in this instance. While the public may have an interest in knowing the general terms of the parties' settlement agreement, it does not have an interest in the specifics of each class member's potential individual payment under that agreement.

For these reasons, the parties respectfully request that their motion to seal be granted.

Dated this 10th day of August 2022.

MACGILLIS WIEMER, LLC
Counsel for Plaintiff

s/ Christopher J. MacGillis

Christopher J. MacGillis, State Bar No. 1068944
Kevin P. Todt, State Bar No. 1097341

MacGillis Wiemer, LLC
11040 W. Bluemound Rd., Suite 100
Milwaukee, WI 53226
Telephone: (414) 727-5150
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chris@macgilliswiemer.com
kevin@macgilliswiemer.com

CITY OF MILWAUKEE
Counsel for Defendant

s/ Robin Pederson

Robin Pederson, State Bar No. 1045759

City of Milwaukee.
200 E. Wells St., Room 800
Milwaukee, WI 53202
Phone: (414) 286-2601
Fax: (414) 286-8550
rpederson@milwaukee.gov

Exhibit A

(Settlement Agreement)

Exhibit to
Joint Motion for Preliminary Approval
Of Class Action Settlement,
Certification of a Rule 23 Class
and Certification of a Collective Action

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 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 check 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: _____

By: _____

Printed Name: _____

Title: _____

On Behalf of Himself and Similarly Situated
individuals

Date: _____

By: _____

Printed Name: _____

Title: _____

On Behalf of the City of Milwaukee

REVIEWED AND APPROVED AS TO FORM:

MACGILLIS WIEMER, LLC

Date: _____

By: _____

Printed Name: _____

Title: _____

REVIEWED AND APPROVED AS TO FORM:

CITY OF MILWAUKEE

Date: _____

By: _____

Printed Names: _____

Title: _____

Exhibit 1

to

Settlement Agreement

No.	NAME	TOTAL UNDERPAYMENT	TOTAL INCLUDING LIQUIDATED DAMAGES
1	Abdullah, Humzah I.	\$5,471.74	\$6,745.14
2	Abdullah, Ibraheem	\$235.65	\$290.49
3	Acevedo, Daniel	\$658.38	\$811.60
4	Acker, William L.	\$356.39	\$439.33
5	Adams, Bryant L.	\$309.05	\$380.97
6	Adams, Nicholas	\$54.39	\$67.05
7	Aguilar, Carmello C.	\$151.05	\$186.20
8	Aguilar, Luis	\$23.77	\$29.30
9	Aitch, Ezra C.	\$152.48	\$187.97
10	Alonte, Joel J.	\$1,869.62	\$2,304.72
11	Alonte, Kandace J.	\$303.66	\$374.33
12	Alvarado, Teodoro C.	\$362.99	\$447.47
13	Alwin, Scott R. (II)	\$645.10	\$795.23
14	Amrozewicz, Tanner J.	\$583.50	\$719.29
15	Anderson, Brian M.	\$82.66	\$101.90
16	Anderson, David L.	\$129.88	\$160.11
17	Anderson, LaMont A.	\$0.00	\$0.00
18	Anderson, Peter J.	\$2,327.39	\$2,869.03
19	Anthony, Mason R.	\$763.74	\$941.48
20	Antkowski, John R.	\$589.49	\$726.68
21	Armus, Samuel C.	\$55.81	\$68.80
22	Arps, James A.	\$2,380.04	\$2,933.93
23	Arroyo, Jeremiah	\$79.33	\$97.79
24	Ashley, Kendrick L.	\$2,066.12	\$2,546.95
25	Asmussen, Christian E.	\$3,200.77	\$3,945.66
26	Austen, Matthew F.	\$420.11	\$517.88
27	Bachman, Glenn A.	\$405.14	\$499.43
28	Balash, Ryan A.	\$704.40	\$868.33
29	Ball, Michael J.	\$0.00	\$0.00
30	Ballmann, Michael A.	\$0.00	\$0.00
31	Barachy, Gregory J.	\$2,197.34	\$2,708.71
32	Barbian, David M. (Jr.)	\$2,272.88	\$2,801.83
33	Barmore, John D.	\$612.82	\$755.44
34	Barnowski, Gregory O.	\$0.00	\$0.00
35	Barsch, Daniel L.	\$0.00	\$0.00
36	Bass, David J.	\$7,733.91	\$9,533.77
37	Baus, Benjamin R.	\$1,196.98	\$1,475.54

38	Bayer, Daniel J.	\$0.00	\$0.00
39	Bayer, Steven D.	\$367.24	\$452.71
40	Beasley, Kevin R.	\$0.00	\$0.00
41	Beattie, Ryan E.	\$0.00	\$0.00
42	Beaumont, Timothy J.	\$3,064.76	\$3,778.00
43	Becker, Troy A.	\$792.85	\$977.36
44	Behling, Alexander J.	\$114.94	\$141.69
45	Behling, Bradley S.	\$394.21	\$485.95
46	Bellanger, Michael E.	\$364.97	\$449.91
47	Belott, Jonathan M.	\$460.05	\$567.11
48	Belott, Schuyler L.	\$369.79	\$455.85
49	Bennett, Brad A.	\$1,727.84	\$2,129.95
50	Berendt, Benjamin P.	\$932.94	\$1,150.06
51	Bergemann, Domenic E.	\$323.64	\$398.96
52	Berger, Stephen P.	\$599.64	\$739.19
53	Bergmann, Donovan M.	\$260.40	\$321.00
54	Bertoni, Antonio G.	\$79.30	\$97.75
55	Bertram, Lance M.	\$85.56	\$105.47
56	Bertsche, Jared N.	\$143.92	\$177.41
57	Bevirt, Andrew H.	\$284.32	\$350.49
58	Biesboer, Brett R.	\$1,174.38	\$1,447.68
59	Bilicki, Michael R.	\$0.00	\$0.00
60	Billings, Brett W.	\$77.69	\$95.77
61	Bland, Robert M.	\$1,056.34	\$1,302.17
62	Block, Samuel C.	\$276.04	\$340.28
63	Boatman, Eddie L.	\$0.00	\$0.00
64	Bohlmann, Mark H.	\$130.52	\$160.89
65	Boivin, Joshua J.	\$118.53	\$146.11
66	Bongiorno, Michael A.	\$0.00	\$0.00
67	Borchert, Cameron E.	\$3,202.14	\$3,947.35
68	Bradley, Belinda K.	\$1,441.69	\$1,777.20
69	Brandt, Leonard R. (Jr.)	\$26.90	\$33.16
70	Breznik, Jordan D.	\$0.00	\$0.00
71	Brhely, Michael A.	\$22.21	\$27.38
72	Brock, Christopher K.	\$1,345.40	\$1,658.51
73	Brodaczynski, Dylan J.	\$0.00	\$0.00
74	Brooks, Anthony D.	\$324.74	\$400.31
75	Brown, Christopher L.	\$427.95	\$527.54
76	Brunner, John M.	\$863.84	\$1,064.88
77	Bryant, Matthew A.	\$829.55	\$1,022.61

78	Bubolz, Jacob A.	\$2,822.39	\$3,479.22
79	Buckland, Tracy F.	\$0.00	\$0.00
80	Budnowski, Steven S.	\$1,686.09	\$2,078.48
81	Budzinski, Jacob L.	\$1,082.23	\$1,334.09
82	Buege, Matthew J.	\$165.24	\$203.70
83	Bukowski, Steven J.	\$0.00	\$0.00
84	Bunger, Dakota B.	\$729.90	\$899.76
85	Burczyk, Peter J.	\$771.70	\$951.29
86	Burger, Daniel S.	\$636.38	\$784.48
87	Burke, Michael K.	\$1,708.99	\$2,106.71
88	Burke, Ryan F.	\$159.91	\$197.12
89	Burroughs, Daryan A.	\$51.64	\$63.66
90	Buschmann, Amber L.	\$1,190.32	\$1,467.33
91	Buschmann, Justin M.	\$228.91	\$282.18
92	Butler, Hilberto M.	\$714.90	\$881.27
93	Butts, Leon (Jr.)	\$0.00	\$0.00
94	Butzlaff, William C.	\$385.83	\$475.62
95	Bykowski, Alan C.	\$3,187.13	\$3,928.85
96	Byrge, Matthew B.	\$602.89	\$743.20
97	Calhoun, Tyler S.	\$23.12	\$28.50
98	Callies, Minh-Hieu	\$0.00	\$0.00
99	Cambronero, Gabriel	\$1,688.38	\$2,081.30
100	Campbell, Christopher M.	\$577.28	\$711.63
101	Carlson, Troy C.	\$1,248.05	\$1,538.50
102	Carstens, Carl W.	\$631.29	\$778.21
103	Casarez, James M.	\$264.48	\$326.03
104	Cashin, Daniel P.	\$48.64	\$59.96
105	Charles, Curt J.	\$755.11	\$930.84
106	Chelstowski, John R.	\$676.23	\$833.60
107	Chitel, Alan D.	\$1,604.46	\$1,977.85
108	Christensen, Raymond A.	\$0.00	\$0.00
109	Christensen, Todd A.	\$53.69	\$66.18
110	Christman, Brian D.	\$2,387.91	\$2,943.63
111	Christman, Donald J.	\$288.67	\$355.85
112	Cieciwa, Michael J.	\$90.93	\$112.09
113	Cieslak, Jonathan W.	\$120.22	\$148.20
114	Ciganek, Sandra K.	\$834.80	\$1,029.08
115	Cleary, Kyle J.	\$474.52	\$584.95
116	Cloud, Michael S.	\$1,877.36	\$2,314.26
117	Cocker, Aaron R.	\$138.82	\$171.13

118	Cockroft, Emanuel D.	\$85.10	\$104.90
119	Cockroft, Philip J.	\$0.00	\$0.00
120	Code, William R.	\$552.35	\$680.89
121	Coffey, David M.	\$576.33	\$710.46
122	Coker, Temitayo D.	\$300.74	\$370.73
123	Coleman, Frederick A.	\$0.00	\$0.00
124	Coleman, Marvin L. (II)	\$1,890.75	\$2,330.77
125	Coleman, Marvin L.	\$126.64	\$156.11
126	Collum, Jeffrey J.	\$574.32	\$707.98
127	Condon, Brigid A.	\$241.26	\$297.41
128	Consigny, Paul M.	\$259.54	\$319.94
129	Cook-Carter, Jalen X.	\$0.00	\$0.00
130	Cook-Carter, Jared I.	\$0.00	\$0.00
131	Cooley, John M.	\$90.36	\$111.39
132	Coon, Wendi M.	\$0.00	\$0.00
133	Correa-Volkman, Carlos P.	\$3,713.77	\$4,578.05
134	Correa, Joel	\$202.09	\$249.12
135	Correa, Ryan M.	\$47.64	\$58.73
136	Cox, Brian D.	\$0.00	\$0.00
137	Cronce, Owen R.	\$123.36	\$152.07
138	Crumble, Courtney B.	\$0.00	\$0.00
139	Curtis, Lanny T.	\$302.86	\$373.34
140	Czajkowski, David A.	\$214.64	\$264.59
141	Dahlberg, Sharlea F.	\$145.75	\$179.67
142	Daley, Robert B.	\$64.21	\$79.15
143	Dammer, Thomas J.	\$262.46	\$323.54
144	Danes, Gregg T.	\$73.39	\$90.47
145	Daun, Eric J.	\$653.70	\$805.83
146	Davila, Anthony R.	\$766.05	\$944.33
147	Davis, Bradley W.	\$0.00	\$0.00
148	De Jesus-Ortiz, Shirley N.	\$54.78	\$67.53
149	Deford, Eric L.	\$305.80	\$376.97
150	Dehli, Christopher W.	\$553.63	\$682.47
151	Deleon, Joel S.	\$223.88	\$275.98
152	Deleon, Robert (Jr.)	\$122.12	\$150.54
153	Delvalle, Anthonio M.	\$3,633.49	\$4,479.09
154	DeWald, Brent D.	\$0.00	\$0.00
155	Dewindt, Allen O. (III)	\$290.14	\$357.66
156	Dickinson, John R.	\$492.57	\$607.20
157	Dietsche, Logan T.	\$410.80	\$506.40

158	Disimile, Daniel T.	\$906.84	\$1,117.88
159	Doerr, Justin P.	\$767.41	\$946.00
160	Dolly, Johnson M.	\$1,631.36	\$2,011.01
161	Donaldson, Kendria S.	\$1,505.21	\$1,855.51
162	Draeger, Eric A.	\$226.70	\$279.46
163	Drover, Michael D.	\$1,014.28	\$1,250.33
164	Duchow, James D.	\$435.95	\$537.41
165	Duffey, Sean N.	\$0.00	\$0.00
166	Dunham, Matthew T.	\$101.38	\$124.97
167	Dunn, Jeremiah H.	\$413.76	\$510.05
168	Dzioba, Ronald L.	\$1,580.91	\$1,948.82
169	Eberle, Joseph J.	\$295.26	\$363.97
170	Ebo, Jermaine D.	\$610.00	\$751.96
171	Eide, Alyssa G.	\$99.35	\$122.47
172	Ellis, Aleah L.	\$226.53	\$279.25
173	Ellis, Lloyd D.	\$998.90	\$1,231.37
174	Elz, James W.	\$0.00	\$0.00
175	Emmrich, Michael J.	\$293.31	\$361.57
176	Enters, Matthew D.	\$922.24	\$1,136.87
177	Erdmann, Jace R.	\$88.67	\$109.31
178	Erickson, Benjamin S.	\$1,787.53	\$2,203.53
179	Ewert, Gregory R.	\$491.70	\$606.13
180	Falk, Steven A.	\$2,105.34	\$2,595.30
181	Faust, Richard C.	\$0.00	\$0.00
182	Felsecker, Jeremy J.	\$1,245.11	\$1,534.88
183	Felsman, Bradd C.	\$60.32	\$74.36
184	Felzer, Daniel J.	\$5,327.88	\$6,567.80
185	Fetzer, Nicholas J.	\$357.36	\$440.53
186	Firnrohr, Ronald L. (Jr.)	\$612.71	\$755.30
187	Fisher, John P.	\$6,979.04	\$8,603.22
188	Fisher, Joshua J.	\$1,129.93	\$1,392.89
189	Flees, Bradley J.	\$956.02	\$1,178.51
190	Flick, Joseph M.	\$612.19	\$754.66
191	Flores, Roger R.	\$128.86	\$158.85
192	Foth, Conrad I.	\$713.38	\$879.40
193	Francart, Stuart J.	\$493.07	\$607.82
194	Franz, Joseph M.	\$363.12	\$447.63
195	Frazier, Otis R.	\$136.29	\$168.01
196	Freeman, Keveon M.	\$68.31	\$84.21
197	Freitag, Jeffrey S.	\$1,137.22	\$1,401.88

198	Freund, Adam J.	\$776.90	\$957.70
199	Fritz, David R.	\$265.50	\$327.29
200	Frost, Jonathan	\$136.65	\$168.45
201	Fryer, Jordan I.	\$0.00	\$0.00
202	Fryer, Ronald L.	\$272.39	\$335.78
203	Fuchs, Steven M.	\$793.56	\$978.24
204	Fullington, Justin D.	\$74.07	\$91.31
205	Fulsom, Jorim D.	\$965.65	\$1,190.38
206	Funk, Curt G.	\$1,071.96	\$1,321.43
207	Gabriel, Joseph K.	\$605.69	\$746.65
208	Gaenslen, Maria E.	\$474.86	\$585.37
209	Gaeth, Ryan W.	\$968.08	\$1,193.37
210	Gaglione, Anthony W.	\$632.90	\$780.19
211	Galarza, Hernan J.	\$78.05	\$96.21
212	Gallo, Anthony J.	\$260.90	\$321.62
213	Gangemi, Christopher R.	\$0.00	\$0.00
214	Garcia, Ariel A.	\$332.76	\$410.20
215	Garcia, Benjamin R.	\$148.51	\$183.07
216	Garcia, Mitchell A.	\$742.02	\$914.70
217	Garcia, Philip L. (Jr.)	\$1,436.76	\$1,771.13
218	Gardner, Brian J.	\$859.42	\$1,059.43
219	Garncarz, Andrew P.	\$836.63	\$1,031.33
220	Garski, Dean A.	\$779.30	\$960.66
221	Gatton, Patrick B.	\$0.00	\$0.00
222	Gauthier, Jeffrey J.	\$420.30	\$518.11
223	Gawin, Mitchell	\$267.77	\$330.09
224	Gebhardt, Emily A.	\$40.08	\$49.41
225	Gelles, Sean H.	\$157.31	\$193.92
226	Gerasopoulos, Christos D.	\$418.80	\$516.26
227	Gerharz, Scott G.	\$0.00	\$0.00
228	Germano, Mark C.	\$0.00	\$0.00
229	Giegerich, Brian W.	\$283.43	\$349.39
230	Gingery, Sean G.	\$227.68	\$280.67
231	Ginster, David G.	\$1,622.35	\$1,999.91
232	Ginster, Zachary D.	\$1,383.87	\$1,705.93
233	Glad, Anthony C.	\$733.23	\$903.87
234	Gladney, Julian L.	\$0.00	\$0.00
235	Glancey, Brian J.	\$74.09	\$91.33
236	Glass, Melody A.	\$0.00	\$0.00
237	Glavan, Jeffrey P.	\$91.58	\$112.89

238	Glinski, Scott S.	\$64.14	\$79.07
239	Goeden, Andrew S.	\$1,009.86	\$1,244.88
240	Gonzalez, Gilberto (Jr.)	\$574.15	\$707.77
241	Gonzalez, Israel (Jr.)	\$148.03	\$182.48
242	Gonzalez, Luis J.	\$0.00	\$0.00
243	Gooding, Nicholas S.	\$746.46	\$920.18
244	Goodwin, James V. (Jr.)	\$284.99	\$351.31
245	Gordon, Matthew C.	\$480.12	\$591.85
246	Gordy, Jacob A.	\$185.50	\$228.67
247	Gosse, Thomas J.	\$1,006.59	\$1,240.85
248	Grade, Mark H.	\$696.37	\$858.43
249	Grade, Matthew D.	\$360.77	\$444.73
250	Gradisher, Andrew P.	\$223.63	\$275.67
251	Graham, Michael B.	\$61.56	\$75.89
252	Grams, David M.	\$245.34	\$302.44
253	Grams, Joshua R.	\$1,304.78	\$1,608.43
254	Grau, Collin W.	\$0.00	\$0.00
255	Green, Nathaniel C.	\$1,011.00	\$1,246.28
256	Gregory, Jason J.	\$155.03	\$191.11
257	Griffin, Paul R.	\$242.72	\$299.21
258	Gross, Dennis J.	\$1,993.89	\$2,457.91
259	Gruber, Brian P.	\$10.81	\$13.33
260	Grudzina, Robert D.	\$710.25	\$875.54
261	Gudgeon, Joshua D.	\$694.44	\$856.05
262	Gudynowski, Bradley J.	\$954.17	\$1,176.23
263	Guehlstorf, Anthony J.	\$119.96	\$147.88
264	Guerrero, Agustin E.	\$475.04	\$585.59
265	Gumm, Jeremy B.	\$2,713.97	\$3,345.57
266	Guyant, David A.	\$0.00	\$0.00
267	Haasch, Joseph J.	\$3,859.05	\$4,757.14
268	Hafemann, Kevin D.	\$0.00	\$0.00
269	Halbur, Thomas G.	\$19.46	\$23.99
270	Halbur, Timothy G.	\$54.03	\$66.60
271	Halcomb, Natalia S.	\$0.00	\$0.00
272	Hall, Christopher M. (Jr.)	\$291.39	\$359.20
273	Hall, Julie A.	\$0.00	\$0.00
274	Hall, Scott A.	\$443.55	\$546.77
275	Halsey, Jeffrey J.	\$40.37	\$49.77
276	Halsey, Noah H.	\$0.00	\$0.00
277	Halverson, Timothy A.	\$557.25	\$686.93

278	Hamburg, Zachariah H.	\$427.69	\$527.22
279	Hammer, Michael L.	\$0.00	\$0.00
280	Hargarten, Andrew M.	\$112.61	\$138.82
281	Harrell, Mark E.	\$0.00	\$0.00
282	Harris, David J. (III)	\$618.71	\$762.70
283	Harris, Deon P.	\$0.00	\$0.00
284	Harris, Prince E.	\$511.28	\$630.27
285	Hart, Brandon J.	\$61.39	\$75.68
286	Hart, Kevin P.	\$297.94	\$367.28
287	Harthun, Kurt J.	\$0.00	\$0.00
288	Hartung, Robert A.	\$321.22	\$395.98
289	Hawthorne, Richard M. (Jr.)	\$109.26	\$134.69
290	Hayes, Joseph R.	\$366.86	\$452.24
291	Hegeman, Joseph F. (Jr.)	\$0.00	\$0.00
292	Hegwood, James A. (Jr.)	\$915.13	\$1,128.10
293	Heinowski, Michael J.	\$131.27	\$161.82
294	Heling, Timothy M.	\$1,435.47	\$1,769.54
295	Hendricks, Matthew D.	\$1,568.17	\$1,933.12
296	Hennessey, Zachary J.	\$1,842.61	\$2,271.43
297	Hensel, Patrick V.	\$874.49	\$1,078.00
298	Hensley, David J.	\$543.85	\$670.42
299	Hepp, Kristin A.	\$2,413.29	\$2,974.92
300	Herbert, Makinon P.	\$291.69	\$359.57
301	Hermann, Michael D.	\$2,198.15	\$2,709.71
302	Herriges, Amanda L.	\$287.99	\$355.01
303	Herring, Dustin E.	\$3,318.99	\$4,091.39
304	Herrmann, John J.	\$188.97	\$232.95
305	Hille, Joseph V.	\$1,217.43	\$1,500.75
306	Hinickle, Michael D.	\$423.14	\$521.61
307	Hinsenkamp, Aiden S.	\$0.00	\$0.00
308	Hinsenkamp, Jacob T.	\$281.19	\$346.63
309	Hinsenkamp, Joshua C.	\$490.63	\$604.81
310	Hinsenkamp, Sean M.	\$469.49	\$578.75
311	Hippmann, Nicholas E.	\$0.00	\$0.00
312	Hoberg, Joel J.	\$167.82	\$206.88
313	Hoffer, Jacob A.	\$486.09	\$599.21
314	Holcomb, Lowell D.	\$1,124.41	\$1,386.09
315	Holdmann, Benjamin R.	\$275.82	\$340.01
316	Holdmann, Daniel C.	\$609.20	\$750.97
317	Holley, Drue V.	\$20.34	\$25.07

318	Holzworth, Steven F.	\$262.91	\$324.10
319	Hooks, Tyron J.	\$0.00	\$0.00
320	Hoose, Christiaan D.	\$479.58	\$591.19
321	Hopgood, Julian P.	\$1,919.57	\$2,366.30
322	Hopson, Devontae A.	\$0.00	\$0.00
323	Horne, James W.	\$684.66	\$844.00
324	Hornik, Andrew J.	\$628.18	\$774.37
325	Huber, Timothy M.	\$364.17	\$448.92
326	Huff, Teri L.	\$342.06	\$421.67
327	Hull, Jeffery J.	\$20.63	\$25.43
328	Hunley, John R.	\$426.82	\$526.15
329	Ihlenfeld, Craig V.	\$280.36	\$345.61
330	Ingram, Timothy J.	\$126.44	\$155.87
331	Izquierodo, Victor J.	\$1,627.62	\$2,006.40
332	Jackson, Bradley A.	\$578.58	\$713.23
333	Jacobs, Anthony	\$1,868.22	\$2,303.00
334	Jacobson, Noah J.	\$45.75	\$56.40
335	Jaeger, Matthew A.	\$84.39	\$104.03
336	Jaksic, Ivan A.	\$633.53	\$780.97
337	Jakubiak, Michael J.	\$139.24	\$171.64
338	Jameson, Brian T.	\$26.97	\$33.25
339	Janzen, Alexander L.	\$342.37	\$422.05
340	Jardanowski, Adam C.	\$519.97	\$640.98
341	Jardanowski, Christian C.	\$0.00	\$0.00
342	Jasso, Michael A.	\$0.00	\$0.00
343	Jauch, David E.	\$424.77	\$523.62
344	Jensen, Willis J. (III)	\$42.90	\$52.88
345	Jimenez, Jose L.	\$373.95	\$460.98
346	Joers, Andrew W.	\$280.91	\$346.28
347	Joestgen, Daniel J.	\$1,259.27	\$1,552.33
348	Johanneck, Paul D.	\$357.20	\$440.33
349	Johnson, Harold E.	\$3,460.86	\$4,266.28
350	Johnson, John M.	\$1,010.84	\$1,246.09
351	Johnson, JorDon M.	\$35.94	\$44.30
352	Johnson, Lance A.	\$25.32	\$31.21
353	Jones, Brent R.	\$584.66	\$720.72
354	Jones, Darius D.	\$182.37	\$224.81
355	Jones, Darrin	\$1,818.13	\$2,241.25
356	Jones, Thomas S.	\$695.98	\$857.95
357	Jones, Tony M. (Jr.)	\$776.89	\$957.69

358	Jones, Torance M.	\$459.46	\$566.39
359	Jones, Travis L.	\$190.11	\$234.35
360	Jordan, Zanique D.	\$6.80	\$8.38
361	Jozwiak, David L.	\$133.70	\$164.82
362	Kabelowsky, Kevin J.	\$455.53	\$561.54
363	Kaine, Nicholas B.	\$0.00	\$0.00
364	Kais, Kory K.	\$88.79	\$109.45
365	Kaiser, Nicholas J.	\$1,110.26	\$1,368.64
366	Karow, Andrew J.	\$797.17	\$982.69
367	Kasprzak, Daniel	\$1,538.10	\$1,896.05
368	Kasprzak, Thomas	\$1,506.52	\$1,857.12
369	Kaye, Timothy R.	\$579.84	\$714.78
370	Kazik, Charles A.	\$376.93	\$464.65
371	Kazmierczak, James D.	\$1,351.46	\$1,665.98
372	Keenan, Dillon P.	\$28.45	\$35.07
373	Keller, Christopher J.	\$168.61	\$207.85
374	Keller, Daniel W.	\$1,261.72	\$1,555.35
375	Keller, Nathan J.	\$102.50	\$126.35
376	Kelley, James E.	\$99.54	\$122.71
377	Kelly, Maryeva G.	\$96.03	\$118.38
378	Kelly, Shawn T.	\$516.46	\$636.65
379	Kelly, Wayne D. (Jr.)	\$171.02	\$210.82
380	Kemp, Doran J. (II)	\$0.00	\$0.00
381	Kendall, Robert L. (III)	\$0.00	\$0.00
382	Kendall, Robert L. (Jr.)	\$3,470.68	\$4,278.39
383	Kentowski, Eric W.	\$886.86	\$1,093.25
384	Kietzke, Christopher J.	\$26.77	\$33.00
385	Kilsdonk, Cory S.	\$177.07	\$218.28
386	King, Nathan A.	\$1,095.37	\$1,350.29
387	Kinnebrew, Pharoah K.	\$579.26	\$714.07
388	Kirsch, Joseph R.	\$107.23	\$132.18
389	Klajbor, Stephen E.	\$1,711.83	\$2,110.21
390	Klemstein, Troy T.	\$300.01	\$369.83
391	Klenz, Nathan C.	\$279.81	\$344.93
392	Klinko, Steven M.	\$338.78	\$417.62
393	Klockow, Scott L.	\$789.59	\$973.35
394	Klockow, Timothy A.	\$328.21	\$404.59
395	Klotka, Joseph M.	\$185.93	\$229.20
396	Knessel, Matthew S.	\$1,033.16	\$1,273.60
397	Knowles, Christopher A.	\$512.45	\$631.71

398	Koback, Dennis P.	\$4,942.94	\$6,093.27
399	Koch, Steven W.	\$382.56	\$471.59
400	Kokalj, John M.	\$205.46	\$253.28
401	Koll, Brian E.	\$343.35	\$423.26
402	Kolosovsky, Kyle A.	\$792.27	\$976.65
403	Komesar, Paul A.	\$318.54	\$392.67
404	Konkel, Alec S.	\$0.00	\$0.00
405	Korducki, Andrew J.	\$0.00	\$0.00
406	Kornburger, Ralph W. (III)	\$7,478.36	\$9,218.74
407	Kornitz, Avery B.	\$994.17	\$1,225.54
408	Koskovich, Joseph A.	\$322.42	\$397.45
409	Kotlowski, Timothy J.	\$414.68	\$511.19
410	Kowalski, Dennis J.	\$39.62	\$48.84
411	Kowalski, Jacob J.	\$82.99	\$102.30
412	Kowalski, John T.	\$609.81	\$751.73
413	Kowalski, William T.	\$202.12	\$249.16
414	Kraai, Karl H.	\$6,491.85	\$8,002.65
415	Kraemer, Jason J.	\$104.40	\$128.70
416	Kramschuster, Joel D.	\$48.66	\$59.98
417	Krasemann, Kody R.	\$90.60	\$111.68
418	Krause, Daniel R.	\$1,310.67	\$1,615.69
419	Krebs, Gregory M.	\$391.96	\$483.18
420	Krebsbach, David R.	\$1,126.36	\$1,388.49
421	Kreil, Aaron M.	\$710.22	\$875.50
422	Krez, Carolyn A.	\$144.98	\$178.72
423	Krohn, Zachary A.	\$0.00	\$0.00
424	Krueger, Jeffrey T.	\$246.26	\$303.57
425	Krueger, Joshua M.	\$66.36	\$81.80
426	Krygiel, Richard A.	\$6,055.77	\$7,465.09
427	Kurth, Daniel C.	\$423.76	\$522.38
428	Kuster, Robert F.	\$7.41	\$9.13
429	Kutzke, Edward J.	\$1,740.41	\$2,145.44
430	Kwiatkowski, Daniel J.	\$469.61	\$578.90
431	LaCount, Kali M.	\$0.00	\$0.00
432	LaDue, Joshua J.	\$203.69	\$251.09
433	Lane, Tonnie	\$1,465.65	\$1,806.74
434	Lang, Jeffrey H.	\$367.19	\$452.64
435	Lang, Joshua N.	\$578.94	\$713.67
436	Langer, Brian K.	\$220.70	\$272.06
437	Larson, Greg A.	\$318.09	\$392.12

438	Latona, Timothy R.	\$827.22	\$1,019.73
439	Lauer, James M.	\$124.13	\$153.02
440	Lea, Tahj M.	\$63.36	\$78.11
441	Ledvorowski, Jeffrey A.	\$278.74	\$343.61
442	Leff, Nathan J.	\$170.29	\$209.92
443	Leistiko, Jason L.	\$200.42	\$247.06
444	Lemberger, Patrick N.	\$607.17	\$748.47
445	Lemke, Justin J.	\$203.05	\$250.30
446	Leonard, Brandon K.	\$1,491.09	\$1,838.10
447	Lepak, Steven T.	\$148.02	\$182.47
448	Lester, Jessica L.	\$221.65	\$273.23
449	Leszczynski, Timothy M.	\$1,666.31	\$2,054.10
450	Leveraus, Darin J.	\$0.00	\$0.00
451	Lewis, Anthony L.	\$870.15	\$1,072.65
452	Lewis, Dennis D. (Jr.)	\$533.51	\$657.67
453	Lewis, Robert J.	\$455.55	\$561.57
454	Liebherr, Jason M.	\$518.58	\$639.27
455	Liempeck, Jason A. (Jr.)	\$401.45	\$494.88
456	Lindstad, Tyler K.	\$692.44	\$853.59
457	Lipski, Aaron D.	\$0.00	\$0.00
458	Lipski, Daniel C.	\$0.00	\$0.00
459	Liss, Daren R.	\$1,433.36	\$1,766.94
460	Loehner, Justin S.	\$272.71	\$336.18
461	Loncaric-Gaeth, Michael C.	\$178.51	\$220.05
462	Long, Joshua L.	\$99.24	\$122.34
463	Lopez, Benjamin D.	\$137.04	\$168.93
464	Lopez, Ysabel T.	\$129.41	\$159.53
465	Loucks, James E.	\$2,092.52	\$2,579.50
466	Love, Shelton L.	\$0.00	\$0.00
467	Lowery, Michael J.	\$322.90	\$398.05
468	Lucas, Christopher M.	\$4,424.55	\$5,454.24
469	Lucht, Caleb J.	\$1,169.61	\$1,441.80
470	Lucht, Jacob L.	\$5,592.97	\$6,894.58
471	Luna, Jose M. (Jr.)	\$77.72	\$95.81
472	Lyon, Timothy J.	\$846.32	\$1,043.28
473	Lyons, Gregory A.	\$65.63	\$80.90
474	MacDonald, James D.	\$825.99	\$1,018.22
475	Mackenzie, Donald F.	\$630.34	\$777.03
476	Madden, Melanie A.	\$42.49	\$52.38
477	Madderom, Brian R.	\$699.71	\$862.55

478	Maduscha, Kraig J.	\$120.42	\$148.44
479	Mahaffey, Michael R.	\$488.59	\$602.30
480	Maher, John J.	\$768.38	\$947.20
481	Maier, David F.	\$2,036.40	\$2,510.32
482	Majewski, Michael E.	\$678.28	\$836.13
483	Makinen, Daniel W.	\$23.46	\$28.92
484	Malecki, James R.	\$83.26	\$102.64
485	Malovec, Evan A.	\$0.00	\$0.00
486	Manna, Peter A.	\$1,191.87	\$1,469.25
487	Manske, Brian M.	\$975.43	\$1,202.43
488	Marcowka, Thomas	\$1,079.51	\$1,330.74
489	Marek, John M.	\$84.31	\$103.93
490	Markowski, Cora R.	\$302.13	\$372.44
491	Marquette, Alec C.	\$0.00	\$0.00
492	Marquez, Luis A.	\$740.90	\$913.32
493	Martinez, Kenneth C.	\$441.98	\$544.84
494	Martinez, Travis J.	\$246.50	\$303.87
495	Martinson, Stephen L.	\$1,099.17	\$1,354.97
496	Marz, Peter R.	\$810.81	\$999.50
497	Mathaus, John J.	\$440.94	\$543.56
498	Mathe, Brandon P.	\$237.14	\$292.33
499	Matias, Andrew R.	\$230.48	\$284.12
500	Matiszik, Richard O.	\$435.52	\$536.88
501	Matkovich, Allen C.	\$0.00	\$0.00
502	May, Loren J.	\$402.96	\$496.74
503	Mayfield, Alex E.	\$285.21	\$351.58
504	McCann, Robert J.	\$0.00	\$0.00
505	McCarthy, Emmet J.	\$447.06	\$551.10
506	McClintock, John P. (II)	\$181.79	\$224.10
507	McCullough, Travis J.	\$135.48	\$167.01
508	McDade, Alexander M.	\$1,011.10	\$1,246.41
509	McGarry, Patrick M.	\$208.52	\$257.05
510	McGill, Michael A.	\$74.02	\$91.25
511	McGuire, Patrick D.	\$34.27	\$42.25
512	McInnes, Jerome K.	\$0.00	\$0.00
513	McLain, Eric G.	\$52.40	\$64.59
514	McMenamin, Thomas A.	\$332.44	\$409.81
515	McMillan, Sean W.	\$0.00	\$0.00
516	McNulty, Brian J.	\$145.69	\$179.60
517	Meach, Jake T.	\$1,278.38	\$1,575.89

518	Meleski, Thomas J.	\$2,502.75	\$3,085.20
519	Mercado-Sanchez, Jesus	\$274.70	\$338.63
520	Merkel, Brian C.	\$317.49	\$391.38
521	Metzen, Brett A.	\$586.46	\$722.94
522	Meyer, Christopher J.	\$253.10	\$312.00
523	Michaels, Scott P.	\$274.21	\$338.02
524	Michalak, John A. (Jr.)	\$478.70	\$590.10
525	Mikolajczak, Paul J. (Jr.)	\$550.04	\$678.05
526	Miksic, Thomas M.	\$1.46	\$1.80
527	Miller, Brent D.	\$553.60	\$682.44
528	Miller, Gregory J.	\$150.67	\$185.73
529	Miller, Joseph D.	\$703.56	\$867.29
530	Miller, Timothy J.	\$174.01	\$214.51
531	Mills, Justin D.	\$739.72	\$911.87
532	Milton, Daniel J.	\$41.99	\$51.76
533	Mindt, Gregory D.	\$2,292.20	\$2,825.65
534	Moczynski, David L.	\$3,054.99	\$3,765.96
535	Moes, Jerry L.	\$382.12	\$471.05
536	Monaghan, Kevin P.	\$486.55	\$599.78
537	Monfre, Robert R.	\$0.00	\$0.00
538	Monroe, Joseph A.	\$288.36	\$355.47
539	Monzel, Jenny L.	\$1,832.43	\$2,258.88
540	Monzel, Michael J.	\$1,620.17	\$1,997.22
541	Moore, Brian T.	\$1,675.78	\$2,065.77
542	Moran, Jennifer C.	\$0.00	\$0.00
543	Moravec, Timothy J.	\$11,030.85	\$13,597.98
544	Morgan, David P.	\$498.07	\$613.98
545	Morgan, Jamie L.	\$134.62	\$165.95
546	Moss, Kyle S.	\$103.69	\$127.82
547	Mraz, Jennifer A.	\$413.61	\$509.87
548	Mrotek, Jesse L.	\$79.14	\$97.56
549	Muehlbauer, Eric M.	\$399.68	\$492.69
550	Mueller, Benjamin E.	\$988.25	\$1,218.24
551	Mueller, Rick A.	\$3.54	\$4.36
552	Muelver, Matthew C.	\$899.39	\$1,108.70
553	Murphy, Alexandra J.	\$0.00	\$0.00
554	Muzia, Rita A.	\$147.36	\$181.65
555	Myers, Anthony M.	\$263.01	\$324.22
556	Nadboralski, Joseph C.	\$950.30	\$1,171.46
557	Nash, James E. (II)	\$592.76	\$730.71

558	Nawrocki, Jacob M.	\$941.20	\$1,160.24
559	Nessler, Zachary W.	\$726.10	\$895.08
560	Nevins, Edward J. (IV)	\$511.13	\$630.08
561	Nilsen, Mark A.	\$119.11	\$146.83
562	Noble, Tremell A.	\$2,138.13	\$2,635.72
563	Nowak, Michael E.	\$2,563.23	\$3,159.75
564	Nycz, Peter E.	\$2,070.82	\$2,552.75
565	Oberg, Jason C.	\$9,600.76	\$11,835.08
566	Oby, Bryan J.	\$227.20	\$280.07
567	Oconnell, David S.	\$276.91	\$341.35
568	Olinger, Michael J.	\$1,073.91	\$1,323.83
569	Oliva, Jason R.	\$109.72	\$135.25
570	Olson, Robert E.	\$814.93	\$1,004.58
571	Olson, Ryan E.	\$194.89	\$240.25
572	Ornstein, David E.	\$486.32	\$599.50
573	Osell, Christian E.	\$17.80	\$21.94
574	Ostrowski, Ryan A.	\$1,337.28	\$1,648.50
575	Otoole, Brian M.	\$128.68	\$158.63
576	Owens, Justin A.	\$951.65	\$1,173.12
577	Palmer, Daniel K.	\$0.00	\$0.00
578	Palmer, Michael G.	\$268.06	\$330.44
579	Parello, Craig	\$239.05	\$294.68
580	Parish, Joshua E.	\$122.99	\$151.61
581	Paterson, Gregory R.	\$216.71	\$267.14
582	Patrick, Noah C.	\$162.50	\$200.32
583	Paukner, Steven L.	\$931.50	\$1,148.28
584	Paulin, William J.	\$0.00	\$0.00
585	Paulus, Michael D.	\$395.73	\$487.83
586	Payne, Michael A. (II)	\$45.73	\$56.37
587	Peck, Todd R.	\$141.65	\$174.62
588	Pecoraro, Thomas A. (Jr.)	\$148.21	\$182.70
589	Peden, Michael	\$1,224.49	\$1,509.46
590	Pegelow, Mark T.	\$1,047.07	\$1,290.75
591	Pelnar, Bradley M.	\$0.00	\$0.00
592	Penegor, Elyse E.	\$149.42	\$184.19
593	Perifanos, John	\$63.42	\$78.18
594	Perry, Jamaal I.	\$1,633.67	\$2,013.86
595	Perry, Jermaine O.	\$822.59	\$1,014.03
596	Peterburs, Darin T.	\$113.88	\$140.38
597	Pfeifer, James R.	\$247.41	\$304.99

598	Phillippi, Patrick K.	\$1,363.65	\$1,681.00
599	Phillips, Tyler D.	\$1,774.38	\$2,187.32
600	Pichotta, Donald R. (Jr.)	\$545.89	\$672.93
601	Pichotta, Joseph F.	\$1,654.43	\$2,039.45
602	Pickett, Steven F.	\$279.43	\$344.46
603	Picotte, Michael R.	\$417.55	\$514.72
604	Pierce, Samuel H.	\$1,463.36	\$1,803.92
605	Pietz, Douglas A.	\$251.01	\$309.43
606	Pinkalla, Trevor R.	\$396.99	\$489.38
607	Pippin, Lamon	\$4,821.36	\$5,943.40
608	Pisarek, Kenneth W.	\$1,264.37	\$1,558.62
609	Pisarek, Ronald K.	\$119.14	\$146.87
610	Plant, Daniel A.	\$393.95	\$485.63
611	Plautz, Michael R.	\$197.10	\$242.97
612	Pokora, Steven A.	\$1,206.15	\$1,486.85
613	Polachowski, David R.	\$558.11	\$687.99
614	Poliak, Nicholas R.	\$1,402.94	\$1,729.44
615	Pollock, Thomas F.	\$272.59	\$336.03
616	Ponder, Jordan C.	\$302.25	\$372.59
617	Poore, Jacob M.	\$0.00	\$0.00
618	Poppy, Matthew T.	\$562.05	\$692.85
619	Potter, Matthew T.	\$645.51	\$795.73
620	Prewitt, Markez R.	\$293.76	\$362.12
621	Price, Ricky L. (Jr.)	\$54.45	\$67.12
622	Price, Warren J.	\$1,333.47	\$1,643.80
623	Primus, David	\$302.49	\$372.89
624	Prudhomme, Scott M.	\$45.90	\$56.58
625	Purifoy, Sharon P.	\$202.13	\$249.17
626	Quigley, Richard D.	\$0.00	\$0.00
627	Quillin, Cade F.	\$0.00	\$0.00
628	Raasch, Christopher S.	\$2,725.76	\$3,360.11
629	Radomski, Steven P.	\$27.91	\$34.41
630	Ramsdell, Spencer K.	\$731.49	\$901.72
631	Ray, Donald P.	\$285.60	\$352.07
632	Reagan, Ronald C.	\$2,784.76	\$3,432.84
633	Rebholz, Nathan T.	\$195.92	\$241.52
634	Rechlitz, Joel P.	\$400.03	\$493.13
635	Rechlitz, John R.	\$0.00	\$0.00
636	Rehberger, Robert M.	\$2,082.27	\$2,566.86
637	Rezash, Grant C.	\$1,086.03	\$1,338.77

638	Rheams, Darryl J.	\$933.23	\$1,150.41
639	Ricca, Matthew M.	\$58.14	\$71.67
640	Rice, Michael J.	\$280.92	\$346.30
641	Rightmyre, Bruce S.	\$0.00	\$0.00
642	Rittmeyer, Reinhard D.	\$131.31	\$161.87
643	Rivard, Russell H.	\$11.37	\$14.02
644	Rivera, Calvin J.	\$2,178.41	\$2,685.38
645	Roberson, Adrian C.	\$16.94	\$20.88
646	Roberts, Harry S. (Jr.)	\$808.99	\$997.26
647	Roche, Acasio (III)	\$735.18	\$906.27
648	Rode, Daniel C.	\$1,028.98	\$1,268.45
649	Roden, Erich J.	\$0.00	\$0.00
650	Rodriguez, Armando	\$229.98	\$283.50
651	Rodriguez, Enrique	\$17,900.76	\$22,066.67
652	Rodriguez, Jason M.	\$196.08	\$241.71
653	Rodriguez, Joel	\$12.67	\$15.62
654	Rodriguez, Jonah K.	\$1,703.43	\$2,099.86
655	Rodriguez, Manuel J.	\$327.63	\$403.88
656	Roemer, Joshua J.	\$395.50	\$487.54
657	Roman-Cortes, Miguel A.	\$212.94	\$262.50
658	Rosemond, Trayvon D.	\$3,252.52	\$4,009.46
659	Rosploch, Adam J.	\$85.45	\$105.34
660	Ross, Jason M.	\$408.04	\$503.00
661	Ross, Randy M. (Jr.)	\$590.59	\$728.03
662	Roszak, Nicholas A.	\$1,786.70	\$2,202.51
663	Rothmeier, Jeffrey J.	\$347.05	\$427.82
664	Rouse, Robert D.	\$77.86	\$95.98
665	Rueda, Anthony S.	\$779.22	\$960.56
666	Rupp, Andrew R.	\$64.30	\$79.26
667	Rutowski, Parker J.	\$0.00	\$0.00
668	Ryan, Michael P.	\$518.36	\$638.99
669	Ryan, Nicholas J.	\$489.00	\$602.80
670	Rydell, Craig S.	\$192.72	\$237.57
671	Sanchez, Jan A.	\$2,922.93	\$3,603.16
672	Santiago, Jeremiah A.	\$241.62	\$297.85
673	Saskowski, Michael P.	\$16.16	\$19.92
674	Saugstad, Gary D.	\$0.00	\$0.00
675	Sawinski, Jeffrey D.	\$150.54	\$185.57
676	Sayeg, Alana M.	\$55.27	\$68.13
677	Schad, Paul C.	\$755.78	\$931.67

678	Schaefer, Jennifer M.	\$323.15	\$398.35
679	Schaefer, Jeremy M.	\$1,570.44	\$1,935.92
680	Schaefer, Steven J.	\$2,088.50	\$2,574.54
681	Schenzel, Michael E.	\$550.82	\$679.01
682	Scherer, Steven R.	\$899.76	\$1,109.15
683	Schmidt, Joshua R.	\$0.00	\$0.00
684	Schmidt, Ross J.	\$803.49	\$990.48
685	Schmitt, Craig E.	\$663.80	\$818.28
686	Schneider, Fred R. (Jr.)	\$923.24	\$1,138.10
687	Schneider, James A.	\$2,007.56	\$2,474.76
688	Schneider, Oliver R.	\$778.73	\$959.96
689	Schoenecker, Robert M.	\$61.04	\$75.25
690	Schoessow, Jason E.	\$551.66	\$680.04
691	Schott, Edward W.	\$371.44	\$457.88
692	Schultz, David E.	\$294.50	\$363.04
693	Schultz, Stephen K.	\$879.22	\$1,083.83
694	Schultz, Thomas W.	\$870.91	\$1,073.59
695	Schulz, David M.	\$2,134.61	\$2,631.38
696	Schutte, Christopher J.	\$59.25	\$73.04
697	Schwade, Michael P.	\$1,641.05	\$2,022.96
698	Schwendtner, Steven A.	\$1,154.91	\$1,423.68
699	Scianni, Michael J.	\$0.00	\$0.00
700	Scott, Anthony R.	\$537.94	\$663.13
701	Sczesny, Kevin S.	\$430.50	\$530.69
702	Sczesny, Robert F.	\$231.44	\$285.30
703	Seager, David R. (Jr.)	\$851.81	\$1,050.05
704	Seidler, Andrew R.	\$645.51	\$795.73
705	Seitz, Robert S.	\$4,161.98	\$5,130.57
706	Sells, David R.	\$4,161.98	\$5,130.57
707	Sells, Thomas J.	\$600.83	\$740.66
708	Seymour, Kevin B.	\$852.64	\$1,051.07
709	Sharp, Michael A.	\$237.76	\$293.09
710	Sharp, Tyler J.	\$620.71	\$765.16
711	Shaw, Nicholas A.	\$617.18	\$760.81
712	Shea, Michael K.	\$633.71	\$781.19
713	Shepardson, Chad E.	\$1,833.87	\$2,260.65
714	Shinn, Ryan P.	\$0.00	\$0.00
715	Shock, Justin M.	\$172.35	\$212.46
716	Sides, Jack K.	\$0.00	\$0.00
717	Sieben, Dennis J.	\$957.55	\$1,180.39

718	Simon, Cassidy G.	\$0.00	\$0.00
719	Sims, Avery B.	\$272.07	\$335.39
720	Skaradzinski, Robert G.	\$0.00	\$0.00
721	Slowey, Sean W.	\$0.00	\$0.00
722	Smith, Lowell E.	\$438.13	\$540.09
723	Smith, Marcus J.	\$106.54	\$131.33
724	Smith, Shane T.	\$134.52	\$165.83
725	Smoots, De Wayne	\$0.00	\$0.00
726	Soderbeck, Jesse W.	\$341.78	\$421.32
727	Spicer, John F. (Jr.)	\$864.33	\$1,065.48
728	Spiewak, Joseph M.	\$360.01	\$443.79
729	Sporleder, Paul D.	\$475.54	\$586.21
730	Stainback, Jack F. (Jr.)	\$73.88	\$91.07
731	Stamschror, Charles D.	\$510.11	\$628.82
732	Stanley, Nicholas J.	\$171.24	\$211.09
733	Starr, Jeremy S.	\$179.38	\$221.13
734	Stefanski, Kevin G.	\$269.02	\$331.63
735	Stemo, Michael A.	\$0.00	\$0.00
736	Stenz, Andrew J.	\$4,382.84	\$5,402.83
737	Stille, Todd A.	\$0.00	\$0.00
738	Stjohn, Brent N.	\$524.98	\$647.15
739	Stjohn, John A.	\$14.59	\$17.99
740	Stocks, John D.	\$0.00	\$0.00
741	Stoekl, Daniel J.	\$1,376.60	\$1,696.97
742	Stolzman, Patrick H.	\$772.95	\$952.83
743	Stoner, Michael C.	\$477.85	\$589.06
744	Stremlau, Ronald L. (Jr.)	\$995.56	\$1,227.25
745	Stricklin, Stephen S.	\$2,337.22	\$2,881.14
746	Strzelecki, Jason M.	\$772.61	\$952.41
747	Stubley, Scott C.	\$968.31	\$1,193.66
748	Surges, John J.	\$506.22	\$624.03
749	Szeklinski, Chad R.	\$941.19	\$1,160.23
750	Tadysak, Phillip J.	\$1,982.87	\$2,444.33
751	Taylor, Eric K.	\$120.71	\$148.80
752	Tepp, Mark K.	\$0.00	\$0.00
753	Terris, Scott L.	\$338.84	\$417.70
754	Theiler, Rick E.	\$163.30	\$201.30
755	Thomas, Colin G.	\$307.65	\$379.25
756	Thomas, Danny M. (II)	\$285.86	\$352.39
757	Thomas, Shane A.	\$598.12	\$737.32

758	Thompson, Christopher A.	\$0.00	\$0.00
759	Thompson, Jason R.	\$0.00	\$0.00
760	Thompson, Jordan S.	\$797.05	\$982.54
761	Thompson, NyQuesta A.	\$0.00	\$0.00
762	Thundercloud, Matthew D.	\$2,325.13	\$2,866.24
763	Thurrow, Michael S.	\$1,050.03	\$1,294.40
764	Timm, Andrew P.	\$0.00	\$0.00
765	Tjaaland, John S.	\$2.48	\$3.06
766	Tobin, Daniel P.	\$0.00	\$0.00
767	Torpy, Michael E.	\$0.00	\$0.00
768	Trampas, Thomas P.	\$165.66	\$204.21
769	Tremaine, Jeremiah M.	\$0.00	\$0.00
770	Trepanier, Michael S.	\$381.59	\$470.39
771	Trepczyk, Matthew J.	\$322.11	\$397.07
772	Treutelaar, Thomas C.	\$292.96	\$361.14
773	Triplett, Jared J.	\$1,908.17	\$2,352.24
774	Trost, Nickolas D.	\$354.71	\$437.26
775	Trumble, Timothy J.	\$383.72	\$473.02
776	Ulatowski, Luke J.	\$61.31	\$75.58
777	Unger, Adam N.	\$275.33	\$339.41
778	Uribe, Samuel R.	\$0.00	\$0.00
779	Uscanga, Alberto	\$283.57	\$349.56
780	Valley, Nate W.	\$723.55	\$891.94
781	Vanderhoef, Joseph J.	\$1,457.89	\$1,797.17
782	Velazquez-Sanchez, Carlos I.	\$0.00	\$0.00
783	Velazquez, Jason G.	\$0.00	\$0.00
784	Venne, Ryan T.	\$431.61	\$532.06
785	Veriga, Kenneth J.	\$475.30	\$585.91
786	Vester, Robert J.	\$908.19	\$1,119.55
787	Vilter, Scott F.	\$159.88	\$197.09
788	Vinson, Blake W.	\$562.97	\$693.99
789	Voeltner, David W.	\$753.54	\$928.91
790	Vogt, Christopher M.	\$502.31	\$619.21
791	Volk, Brett R.	\$2,776.82	\$3,423.05
792	Voltner, Daniel A.	\$203.63	\$251.02
793	Volz, Michael J.	\$1,688.34	\$2,081.26
794	Volz, Nathaniel J.	\$0.00	\$0.00
795	Vossekuil, Andrew J.	\$205.20	\$252.95
796	Votsis, David C.	\$0.00	\$0.00

797	Wachowiacz, Brian D.	\$56.82	\$70.04
798	Wagner, Thadeus J.	\$730.98	\$901.10
799	Walker, Quincy V. (Jr.)	\$842.77	\$1,038.90
800	Walsh, Patrick R.	\$503.86	\$621.12
801	Weaver, Christopher J.	\$182.91	\$225.48
802	Webb, Brian A.	\$483.81	\$596.40
803	Weber, Jeffry M.	\$159.71	\$196.88
804	Wegner, Joshua S.	\$333.09	\$410.61
805	Weigel, Andrew J.	\$0.00	\$0.00
806	Weinkauf, Steven J.	\$169.17	\$208.54
807	Weinzierl, Thomas M.	\$1,166.00	\$1,437.35
808	Wellens, Jonathan J.	\$1,053.29	\$1,298.41
809	Weller, Christopher J.	\$1,576.52	\$1,943.41
810	Wellinghoff, Thomas J.	\$711.77	\$877.42
811	Wempe, Carl E.	\$375.84	\$463.31
812	Wendlick, Daryl E.	\$329.32	\$405.96
813	Wenger, Robert C.	\$375.37	\$462.73
814	Wenzel, Jason W.	\$541.48	\$667.49
815	Wetzel, John P.	\$100.93	\$124.42
816	Whyte, Jeremy J.	\$436.85	\$538.51
817	Wilde, Joshua J.	\$1,270.24	\$1,565.85
818	Wildt, John D.	\$180.59	\$222.62
819	Wilke, Andrew J.	\$11.11	\$13.70
820	Williams, Lorenzo A.	\$1,591.04	\$1,961.31
821	Williamson, Matthew W.	\$159.86	\$197.06
822	Willis, Marcus M. (Jr.)	\$405.09	\$499.36
823	Wills, Jeffrey A.	\$985.36	\$1,214.68
824	Wilms, Timothy J.	\$171.87	\$211.87
825	Wilson, Cody U.	\$0.00	\$0.00
826	Wilson, Robert M.	\$0.00	\$0.00
827	Winfrey, Kelly J.	\$89.64	\$110.50
828	Wise, Michael R.	\$0.00	\$0.00
829	Wohlgemuth, Peter C.	\$132.99	\$163.94
830	Wojnar, Michael J.	\$0.00	\$0.00
831	Wolters, Matthew J.	\$2,626.14	\$3,237.30
832	Woods, Diontra M.	\$413.45	\$509.67
833	Wray, Nyles J.	\$228.85	\$282.11
834	Wright, Michael D.	\$0.00	\$0.00
835	Wusler, Theodore J.	\$463.45	\$571.31
836	Young, John R.	\$878.75	\$1,083.26

837	Youngblood, James N.	\$0.00	\$0.00
838	Zalewski, Mark W.	\$1,126.22	\$1,388.32
839	Zanoni, Hayden M.	\$0.00	\$0.00
840	Zaworski, John D.	\$225.87	\$278.44
841	Zgola, Jeffrey M.	\$418.19	\$515.51
842	Zidek, Anthony G.	\$146.92	\$181.11
843	Zidek, Daniel G.	\$2,743.66	\$3,382.17
844	Ziech, James H.	\$662.46	\$816.63
845	Zielke, Charles J.	\$0.00	\$0.00
846	Ziems, Jessica A.	\$1,625.88	\$2,004.26
847	Ziems, Matthew M.	\$2,631.20	\$3,243.54
848	Zietlow, Darrell G.	\$3,222.61	\$3,972.58
849	Zietlow, David W.	\$639.15	\$787.89
850	Zimmermann, David P.	\$256.94	\$316.74
851	Zych, Joseph T.	\$77.12	\$95.07
852	Zyniecki, Michael J.	\$83.58	\$103.03
	TOTALS	\$591,103.71	\$728,667.00

Exhibit 2
to
Settlement Agreement

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN**

**KARL H. KRAAI,
on behalf of himself and all
others similarly situated,**

Plaintiff,

v.

Case No.: 2:20-CV-909

CITY OF MILWAUKEE,

Defendant.

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, CERTIFICATION OF A RULE 23 CLASS, AND
CERTIFICATION OF A COLLECTIVE ACTION**

Based on the parties' submissions in support of their Joint Motion for Preliminary Approval of Class Action Settlement, Certification of a Rule 23 Class and Certification of a Collective Action, as well as the record as a whole, IT IS ORDERED THAT:

1. Preliminary approval of the parties' Settlement Agreement and Release of Claims (the "Settlement Agreement") is granted as the Court finds that the settlement terms negotiated by the Parties and described in the Settlement Agreement are a fair and reasonable resolution of a bona fide dispute between Defendant and all affected employees and other persons who performed production work for Defendant during the relevant timeframes at the relevant facilities.

2. Plaintiff's Rule 23 class is certified for settlement purposes pursuant to Fed. R. Civ. P. 23. The Court finds that this class meets the requirements of Fed. R. Civ. P. 23(a) and Fed. R. Civ. P. 23(b)(3). The class is defined as follows:

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.

3. Karl Kraai shall serve as the representative for the certified Fed. R. Civ. P. 23 class.

4. The law firm of MacGillis Wiemer, LLC is hereby appointed as class counsel for the certified Fed. R. Civ. P. 23 class.

5. The Court certifies this case as a collective action pursuant to 29 U.S.C. § 216(b) with respect to the following collective:

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 based upon an undercalculation of the regular rate.

6. The Court approves the Notice of Class Action and Collective Action Settlement (the "Notice") and Consent and Claim Form attached as Exhibits 3 and 4 to the Settlement Agreement.

7. The Notice 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.

8. 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 any such responses must be received by _____. Each potential Collective member, if different, who wishes to be included in the Collective, must affirmatively opt-in to the Settlement per the instructions set forth in the Notice, and any such responses must be received by _____.

9. Any 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 the Settlement Agreement.

10. The Court will conduct a Fairness Hearing on _____ at _____ to determine whether the Settlement Agreement should be approved as fair, reasonable and adequate and whether the proposed final order approving the Settlement Agreement should be entered.

12. Class Counsel shall file a Petition for Approval of Attorneys' Fees and Costs at least twenty-one (21) days prior to the Fairness Hearing. Any supplemental brief in support of final approval of the Settlement Agreement or in response to any objections to the application for attorneys' fees is to be filed at least seven (7) days before the Fairness Hearing. 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.

13. Any Class 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 Court will not consider objections of any Class Member who has not properly served copies of his or her objections on a timely basis.

Entered this ____ day of _____, 2022.

BY THE COURT:

William E. Duffin, Magistrate Judge
United States District Court
Eastern District of Wisconsin

Exhibit 3

to

Settlement Agreement

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

If you worked as non-FLSA-exempt employee of the Milwaukee Fire Department engaged in fire protection activities since May 8, 2017, you may be entitled to benefits under this settlement.

THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.

This is not a solicitation from a lawyer. A Federal Court has authorized this Notice.

**NOTICE OF CLASS ACTION AND COLLECTIVE ACTION
SETTLEMENT:**

TO: Non-FLSA-Exempt Milwaukee Fire Department Employees Engaged in Fire Protection Activities

RE: Settlement of Claims for Alleged Miscalculation of Overtime Compensation

- Karl Kraai (the “Class Representative”) sued the City of Milwaukee (“City”) for allegedly failing to pay overtime at the correct regular rate (the “Lawsuit”).
- The City denied the allegations but, to avoid costly and time-consuming litigation, entered into a Settlement Agreement and Release of Claims (the “Settlement”) with the Class Representative.
- For settlement purposes, the Court certified the Lawsuit as a class action and collective action on behalf of 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 based upon an undercalculation of the regular rate.
- This Notice is to inform you about the status of the Lawsuit, including your potential right to receive a share of the monies set aside by the City to resolve the Lawsuit (the “Settlement Fund”). **Your legal rights are affected and you have a choice to make in this action now:**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

PARTICIPATE IN THE SETTLEMENT	If you have already opted-into the Lawsuit, you will automatically receive a portion of the Settlement Fund and need do nothing further. If you have not already opted-into the Lawsuit, you must sign and return the enclosed Consent and Claim Form by _____ if you wish to receive a portion of the Settlement Fund.
EXCLUDE YOURSELF	You will be unable to participate in the Settlement if you choose this option, but will retain any rights you may have against Defendant over the claims in this case.
OBJECT	Write the Court about why you do not like the Settlement.
ATTEND THE HEARING	Ask to speak to the Court about the fairness of the Settlement.
DO NOTHING	If you do not wish to participate in this Lawsuit or receive a portion of the Settlement Fund, you need do nothing further.

Your options are explained in this Notice. Please read it carefully. To exclude yourself from the Settlement you must act before **[DATE]**.

1. What is this Lawsuit about?

On May 8, 2020, the Class Representative filed this Lawsuit in Wisconsin State Court, later removed to the United States District Court for the Eastern District of Wisconsin on May 17, 2020, on behalf of himself and other similarly-situated City of Milwaukee Fire Department employees. The Lawsuit alleges violations of the Fair Labor Standards Act (“FLSA”) as well as Wisconsin state law and seeks unpaid overtime compensation, interest, liquidated damages, and attorneys’ fees.

Specifically, the Class Representative alleges that the City unlawfully failed to pay non-FLSA-exempt Milwaukee Fire Department employees engaged in fire protection activities overtime pursuant to the correct regular rate. The City contends that overtime was calculated and paid consistent with the provisions of the collective bargaining agreements between the City and Local 215, IAFF, AFL-CIO. The City wishes to settle this Lawsuit, however, to avoid costly and time-consuming litigation, but does not admit to any wrongdoing or liability.

2. Who is included in the Class and the Collective?

The following Class has been certified for state law claims: 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 this action’s filing

date and have not been compensated for all hours worked in excess of two hundred four (204) hours per twenty-seven (27) day work period.

The following Collective has been certified for federal law claims: 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 this action's filing date and have not been compensated for all hours worked in excess of two hundred four (204) hours per twenty-seven (27) day work period.

3. Why is this Lawsuit Both a Class Action and a Collective Action?

The Class Representative has brought claims under both state and federal law. The state law claims are subject to the class action procedures of Federal Rule of Civil Procedure 23. The federal law claims are subject to the collective action procedures of the FLSA. With a class action, an individual is presumed to be part of the class action and must affirmatively "opt-out" if he or she does not want to participate in the class action. With a collective action, an individual is not presumed to be part of the collective action and must affirmatively "opt-in" to become a "Collective Member" and participate in the collective action.

If you have already opted-into the Lawsuit, and are thereby a Collective Member, you are already eligible to receive a portion of the Settlement Fund. However, if you have not yet opted-into the Lawsuit, you must sign and return the enclosed Consent and Claim Form in order to become a Collective Member and be eligible to receive a portion of the Settlement Fund.

4. What are the Benefits and Terms of the Settlement?

To settle this Lawsuit, the City agreed to pay up to a total of \$1,150,000 as the Settlement Fund, inclusive of all alleged unpaid wages, liquidated damages, penalties, enhancement payment, interest, costs, attorneys' fees and settlement administration costs. If you elect to participate, you shall receive, if the Court approves the Settlement, a portion of the Settlement Fund, after payment of attorneys' fees, costs and expenses. Each participating Class and Collective Member will be entitled to receive a payment amount to be determined by calculating the correct regular rate pursuant to 29 C.F.R. 778, *et. seq.*, as calculated by Plaintiffs' counsel. The FLSA regular rate is "the hourly rate actually paid the employee for the normal, nonovertime workweek for which he is employed," *Walling v. Youngerman-Reynolds Hardwood Co.*, 325 U.S. 419, 424 and "includes all remuneration for employment paid to, or on behalf of, the employee," with some specifically enumerated exceptions. 29 U.S.C. § 207(e); 29 C.F.R. 778, *et. seq.*

Assuming the Court approves the Settlement as submitted and you are participating in the Settlement, you will receive a gross settlement payment in the approximate amount indicated on the enclosed Consent and Claim Form.

5. Who is Class Counsel?

The Court Appointed the following lawyers as Class Counsel to represent the certified Class:

Christopher J. MacGillis
MacGillis Wiemer, LLC
11040 W. Bluemound Ave., Ste. 1000
Milwaukee, Wisconsin 53226
(414)727-5150
chris@macgilliswiemer.com

Kevin P. Todt
MacGillis Wiemer, LLC
11040 W. Bluemound Ave., Ste. 1000
Milwaukee, Wisconsin 53226
(414)727-5150
kevin@macgilliswiemer.com

6. How much are Attorneys' Fees?

Class Counsel has pursued the Lawsuit on a contingent basis and has not received any payment of fees or any reimbursement of their out-of-pocket expenses related to the recovery on behalf of the Class/Collective. As part of the Settlement, subject to Court approval, Class Counsel will apply for fees and expenses in an amount not to exceed \$400,000. Under this Settlement, Class Counsel will recover compensation from the Settlement Fund. Participating Class/Collective Members will not be required to make any payments to Class Counsel for attorneys' fees or other litigation costs from their individual settlement amounts. Class Members may object to the terms of the Settlement and/or to the Class Counsel's request for attorneys' fees and expenses, pursuant to Paragraph 9(c).

7. How much are Administration Costs?

The parties have elected to retain an outside claims administrator, American Legal Claim Service, LLC. ("ALCS"), to handle the administration of the Settlement. It is estimated that ALCS' administration costs will total approximately \$30,000.00. Under the Settlement the Plaintiff will recover its administration costs in an amount not to exceed \$30,000.00 from the Settlement Fund. Any administration costs over and above this amount will be paid by the Plaintiff and will not be recovered from the Settlement Fund.

8. What happens if the Court Approves the Settlement?

If the Court approves the proposed Settlement, it will enter a judgment that will dismiss the Lawsuit with prejudice on the merits as to all Class Members who do not exclude themselves and all Collective Members who opt-in. This means that Class Members who do not exclude themselves will be barred from bringing their own lawsuits for recovery against the City for all Wisconsin state wage and hour claims that arose in the course of such Class Member's work for the City of Milwaukee as non-FLSA-exempt employees of the Milwaukee Fire Department engaged in fire protection activities since May 8, 2017. Similarly, Collective Members who opt-in will be barred from bringing their own lawsuits for recovery against the City for all federal wage and hour claims for that same time period.

Class Members who validly and timely request exclusion from the Settlement will not release any Wisconsin state wage and hour claims, if any. Individuals who do not opt-in to the collective action will not release any federal wage and hour claims, if any.

9. What happens if the Court does not approve the Settlement?

If the Court does not approve the proposed Settlement, the case will proceed as if no settlement has been attempted and there can be no assurance that the class will recover more than is provided for in this Settlement or, indeed, anything.

10. When is the Fairness Hearing?

A hearing will be held before the Honorable William E. Duffin, United States District Court for the Eastern District of Wisconsin, 517 East Wisconsin Avenue, Milwaukee, Wisconsin, on [DATE] at [TIME]. The purpose of the hearing is for the Court to decide whether the proposed Settlement is fair, reasonable, and adequate and should be approved and, if so, to determine what amount of attorneys' fees and expenses should be awarded to Class Counsel. The time and date of this hearing may be changed without further notice.

11. What are my options regarding the Settlement?

If you are receiving this Notice, you have the following options:

A. **Participate in the Settlement:** If you have already opted-into the case, you need do nothing further; you will automatically participate in the Settlement. If you have not already opted-into the case but wish to receive a share of the Settlement Fund, sign and return the enclosed Consent and Claim Form and, assuming the Court approves the Settlement, receive a check in the approximate gross (before withholding and deductions) amount indicated on that form. Claim forms must be postmarked by [DATE] to be considered timely.

B. **Request to be Excluded:** If you wish to be excluded from the Class, you must submit a request for exclusion. To be effective, the request for exclusion must: (i) include your full name, address, and telephone number; (ii) include your dates of employment with Defendant and job title(s); and, (iii) specifically state your desire to be excluded from the settlement in *Kraai v. City of Milwaukee*, Case no.: 2:20-CV-909. Requests for exclusion must be postmarked by [DATE] to be considered timely. **If you exclude yourself, you will not receive any monies from the Settlement Fund.**

Failure to include the required information or to timely submit your request will result in your remaining a member of the Class and being bound by any final judgment. If you validly and timely request exclusion from the Class, you will not be bound by any final judgment, and you will not be precluded from instituting or prosecuting any individual claim you may otherwise have against the City related to the subject matter of this Lawsuit.

C. **Object:** If you are a Class Member and you do not request to be excluded, you may object to the terms of the Settlement and/or to the Class Counsel's requests for attorneys'

fees and expenses. If you object and the Settlement is approved, and you fail to submit a timely valid request to be excluded, you will be barred from bringing your own individual lawsuit asserting claims related to the matters released through this Settlement, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

If you object to the Settlement, the Class Counsel's request for attorneys' fees and expenses or the City's recovery of administrative costs, you must, on or before [DATE], file any such objection with the Court and provide copies of the objection to: Christopher J. MacGillis, MacGillis Wiemer, LLC, 11040 West Bluemound Road, Suite 100, Milwaukee, Wisconsin 53226. The objection shall state (i) the objector's full name, address, and telephone number; (ii) the objector's dates of work for 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. Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

D. Do Nothing: If you do not wish to participate in the Lawsuit or receive a portion of the Settlement Fund, you need do nothing further. However, you will be bound by any final judgment and will release all Wisconsin state wage and hour claims that arose in the course of your work for the City during the Class Period.

12. Are there more details available?

For additional information you may contact Class Counsel by (a) calling Christopher J. MacGillis at (414)727-5150; (b) sending correspondence to Christopher J. MacGillis, MacGillis Wiemer, LLC, 11040 West Bluemound Road, Suite 100, Milwaukee, Wisconsin 53226, chris@macgilliswiemer.com or (c) contacting the claims administrator, American Legal Claim Services, LLC at [telephone number].

NO INQUIRIES SHOULD BE DIRECTED TO THE COURT.

Dated: _____

BY ORDER OF THE COURT

Clerk of the Court

Exhibit 4

to

Settlement Agreement

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF WISCONSIN**

KARL H. KRAAI
on behalf of himself and all
others similarly situated,

Plaintiff,

v.

Case No.: 2:20-CV-909

CITY OF MILWAUKEE

Defendant.

CONSENT AND CLAIM FORM

TO: **[INSERT NAME]**

YOU ARE RECEIVING THIS FORM BECAUSE YOU MAY BE ENTITLED TO PARTICIPATE IN THE SETTLEMENT OF THIS LAWSUIT. YOUR RIGHTS IN THE SETTLEMENT OF THIS CASE ARE OUTLINED IN THE NOTICE THAT ACCOMPANIES THIS FORM. PLEASE READ THESE DOCUMENTS CAREFULLY.

If you have already opted-into this lawsuit, you need do nothing further. If the Court approves the settlement, you will receive a check in the approximate gross settlement amount indicated below.

If you have not yet opted-into this lawsuit but wish to participate and receive a portion of the settlement funds, you must complete and return this consent and claim form. If you have not yet opted-into this lawsuit and do not wish to participate, you need do nothing further. In order to be timely, this form must be postmarked by _____.

Your individual gross settlement amount is approximately: \$ **[REDACTED]**.

By signing below, you consent to opt-in to this case pursuant to your rights under the FLSA, and to make a claim against the City of Milwaukee (the "City") for unpaid wages. You also affirm that at some point since May 8, 2017, you worked for the City of Milwaukee Fire Department and that you believe that the City underpaid you. By participating in this settlement and receiving payment, you agree to completely release and forever discharge the City and the City's past, present and future affiliates, parents, subsidiaries, attorneys, insurers, independent contractors, principals, agents, servants and representatives, including any staffing agency through which you were assigned to work at the City 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 you have or may have had against the City Released Parties under any state or federal wage and hour laws at any time on or after May 8, 2017.

I declare under penalty of perjury that my response on this form is true and correct.

Date: _____ Signature: _____

Print Name: _____

Address: _____

City / State / Zip: _____

Home Telephone: _____

Mobile Telephone: _____

E-mail Address: _____