

April 18, 2011

Via Facsimile: (715) 843-9721

Thomas J. Molinaro, Esq.
Thomas J. Molinaro Attorney at Law
500 North Third Street #304
Wausau, WI 54403-4857

Re: Dale Lehman v. City of Wausau
Marathon County Circuit Court Case No. 10-CV-573

Dear Mr. Molinaro:

This will confirm that the parties have agreed to settle all claims that were made, or could have been made, arising out of Mr. Lehman's employment with the City of Wausau for \$175,000.00. A check will be issued to your trust account by the insurance company upon execution of the settlement documents. No 1099 or W-2 will be issued to Mr. Lehman because we understand that this settlement is for a personal injury claim, however, the City cannot and will not agree to be responsible for any taxes Mr. Lehman may be found to be liable for.

We will draft a Stipulation and Order for Dismissal and a Release to be signed by Mr. Lehman and approved by you.

We have been authorized to enter into this settlement with you by Zurich North American Insurance Company, the Employment Practices Liability carrier for the Defendant City of Wausau. We have conferred with the City of Wausau through the office of the City Attorney regarding this settlement. It is our understanding from the City Attorney that the Common Council does not have to approve the settlement, however, Council will be advised of it through the office of the City Attorney.

As we discussed, we will appear by telephone at 10:00 a.m. tomorrow. Please have Judge Brady's Judicial Assistant let me know in the morning if we should call the court or if the court would prefer to call us.

If this letter reflects your understanding, please sign this letter and fax it back.

Thomas J. Molinaro, Esq.

April 18, 2011

Page 2

Thank you very much.

Very truly yours,

GUNTA & REAK, S.C.

THOMAS J. MOLINARO ATTORNEY AT LAW

Gregg J. Gunta

Thomas J. Molinaro

Kevin P. Reak

KPR/GJG/tmp

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 5

MARATHON COUNTY

DALE LEHMAN,

Plaintiff,

v.

CITY OF WAUSAU,

Defendant.

Case No. 10-CV-573

Case Code: 30301

THIS IS AN AUTHENTICATED
COPY OF PLEADINGS FILED
ON THIS DATE

2011 JUN 16 PM 12:29

CLERK OF CIRCUIT COURT
MARATHON COUNTY

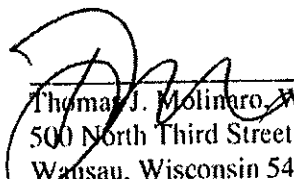
STIPULATION FOR DISMISSAL

The parties, by their undersigned counsel, hereby stipulate and agree that all claims against defendant, City of Wausau, shall be dismissed on their merits, with prejudice, and without costs or fees to either party.

Dated: 6/6/11

THOMAS J. MOLINARO
Attorney for Plaintiff, Dale Lehman

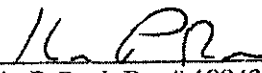
By:


Thomas J. Molinaro, WI Bar #1013539
500 North Third Street, #304
Wausau, Wisconsin 54403
Telephone: (715) 848-0600
Facsimile: (715) 843-9721

Dated: 6-3-11

GUNTA & REAK, S.C.
Attorneys for Defendant, City of Wausau

By:


Kevin P. Reak Bar # 1004316
9898 West Bluemound Road, Suite 2
Wauwatosa, Wisconsin 53226-4319
Telephone: (414) 291-7979
Facsimile: (414) 291-7960

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JUN 20 2011

GUNTA REAK

CSM

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 5

MARATHON COUNTY

DALE LEHMAN,

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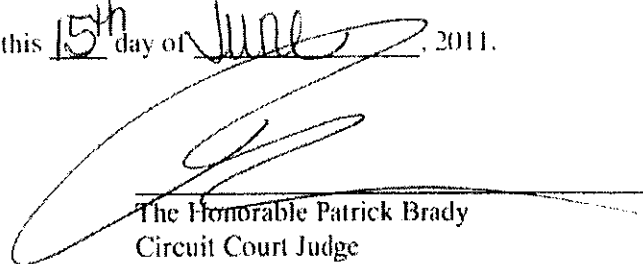
CIRCUIT COURT
MARATHON COUNTY

ORDER FOR DISMISSAL

Upon the foregoing stipulation,

IT IS HEREBY ORDERED that all claims against defendant, City of Wausau, shall be dismissed on their merits, with prejudice, and without costs or fees to either party.

Dated at Milwaukee, Wisconsin, this 15th day of June, 2011.



The Honorable Patrick Brady
Circuit Court Judge

cc: [Handwritten initials]

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JUN 20 2011

GUNTA REAK

WAIVER AND RELEASE OF CLAIMS

Dale P. Lehman ("Mr. Lehman") and the City of Wausau ("Released Party") have reached a compromise of claims and disputes arising from allegations made by Mr. Lehman that the Released Party discriminated against him, unlawfully terminated him and damaged his personal and professional reputation. It is understood by Mr. Lehman that the Released Party denies Mr. Lehman's allegations, and this Waiver and Release is the product of a compromise between the parties in order to resolve this dispute rather than engage in expenditures of legal fees, time and inconvenience associated with protracted litigation, and is not in any manner an admission of wrongdoing or liability by either party.

1. **Consideration.** In consideration for Mr. Lehman's promises in this Waiver and Release and his release of all claims against the Released Party and the officers, agents, present and former employees, insurers, successors, and assigns of any of them ("Released Parties"), the Released Party's insurer will pay a previously agreed upon sum to Mr. Lehman. The check will be made payable to the Trust Account of Thomas J. Molinaro.

2. **Settlement.** The terms and conditions of the settlement are as follows:

- A. Mr. Lehman acknowledges he no longer has any claims to any position as a City Engineer or any other position with the Released Party.
- B. A settlement check made payable to the Trust Account of Thomas J. Molinaro will be mailed to Mr. Molinaro within 14 days after this Waiver and Release is signed by Mr. Lehman and received by Gunta & Reak, S.C. This shall represent good consideration and full and complete payment to Mr. Lehman in compromise of any and all claims he has, or may have, against the Released Party.

C. Mr. Lehman agrees that he will never seek re-employment with the Released Party. However, this does not preclude Mr. Lehman from working as a consultant for the Released Party while employed by others or from seeking an elected office with the Released Party.

3. **Dismissal of Complaint.** As consideration for the above-referenced payment, the parties will dismiss the matters now pending before the Circuit Court, Marathon County, State of Wisconsin, entitled Dale Lehman v. City of Wausau, Case No. 10-CV-573, on the merits, with prejudice, and without costs or fees to any party.

4. **Waiver and Release of Claims.** Mr. Lehman, on behalf of himself, his heirs, successors, personal representatives, assigns and agents, hereby fully releases and forever discharges the Released Parties from any and all claims, demands, damages, actions, and causes of action, of whatever kind or nature which he may have arising out of Mr. Lehman's employment relationship with the Released Party or his separation of employment with the Released Party, including but not limited to matters arising at law, in equity, under the Released Party's ordinances, policies, procedures, practices, or any other matters that are or might be presented in state or federal agencies, courts, or other tribunals of competent jurisdiction, without limitation. By way of example only, and without in any way limiting the generality of the foregoing language, Mr. Lehman's release shall include all claims for relief or causes of action under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.; the Americans with Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §§ 791, 793 and 794; the Civil Rights Enforcement Statutes, 42 U.S.C. §§ 1981 through 1988; Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the National Labor Relations Act, 29 U.S.C. § 151 et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of

1970, 29 U.S.C. § 651 et seq.; the Family Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Wisconsin Fair Employment Act, Wis. Stat. § 111.31 et seq.; the Wisconsin Family and Medical Leave Act, Wis. Stat. § 103.10; the Municipal Employee Relations Act, Wis. Stats. § 111.70 et seq.; the Age Discrimination in Employment Act and any other federal, state or local statute, ordinance, or regulation dealing in any respect with discrimination or termination of employment, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, personal injury, misrepresentation, defamation, interference with contract, intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim or property interest claim of any sort under the common law of any state or jurisdiction.

5. **Non-Admission of Liability.** It is understood and agreed that this Waiver and Release is not to be construed as an admission of liability, wrongdoing, or improper conduct on the part of the Released Parties, liability and wrongful or improper conduct being expressly denied.

6. **Severability.** The provisions of this Waiver and Release will be deemed severable and the validity or the enforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

7. **Titles & Headings.** The parties acknowledge and understand that titles or headings of paragraphs are used for ease of reference only, and are not to be construed as part of the substantive provisions of this Waiver and Release or the binding obligations contained therein.

8. **Acknowledgment of Understanding.** Mr. Lehman represents and agrees that prior to the execution of this Waiver and Release, he contacted and is represented by Attorney Thomas J. Molinaro, and discussed all aspects of this Waiver and Release. He further represents and agrees

that he has carefully read and fully understands all the provisions of this Waiver and Release and he has knowingly and voluntarily entered into this Waiver and Release.

9. **Construction of Waiver and Release.** This Waiver and Release will be construed and enforced in accordance with the internal laws of the State of Wisconsin, and not the laws of conflicts.

10. **Right to Time to Consider and Revoke.**

A. The parties acknowledge that Mr. Lehman shall have a period of 21 days from the date he is given this agreement within which to consider whether to execute this Agreement.

B. The parties acknowledge that for a period of seven (7) days following the execution of the Agreement, Mr. Lehman may revoke the Agreement, and the Agreement shall not become effective or enforceable until after the revocation period has expired.

11. **Validity of Execution.** The execution of copies or counterparts of this Waiver and Release will be as effective as the execution of the original.

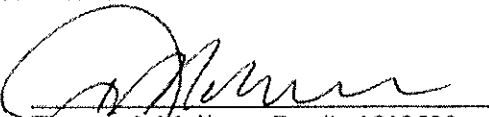
Date: 5-25-2011



Mr. Dale P. Lehman

APPROVED:

By:



Thomas J. Molinaro Bar #: 1013539
Attorney for Plaintiff
500 North Third Street, #304
Wausau, Wisconsin 54403
Telephone: (715) 848-0600
Facsimile: (715) 843-9721