

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

DAKOTA INTERTEK CORP.,

Plaintiff,

vs.

CITY OF WEST ALLIS,

Defendant.

Case No. 15-CV-004949

FEB 24 2016

JOHN BARRETT
Clerk of Circuit Court

**STIPULATION AND ORDER DISMISSING LAWSUIT WITH
PREJUDICE AND WITHOUT COSTS TO EITHER PARTY**

IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto, by and through their respective attorneys of record, that any and all claims against the Defendant, City of West Allis, may be dismissed on the merits, with prejudice, without costs and without further notice to any party.

MCDONALD & KLOTH, LLC
Attorneys for Plaintiff

By: 

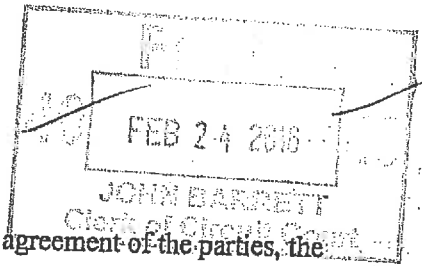
Shannon D. McDonald
SBN: 1036954
1840 North Farwell Ave.
Suite 205
Milwaukee, WI 53202
Main: 414-395-8774
sdm@themklaw.com

CITY OF WEST ALLIS
Office of City Attorney

By: 

Jeffrey J. Warchol *Scott E Post*
SBN: 1021153 1016450
7525 W. Greenfield Ave.
West Allis, WI 53214
414-302-8450
jwarchol@westalliswi.gov

ORDER

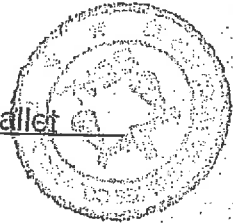


IT IS HEREBY ORDERED that upon the stipulation and agreement of the parties, the above-captioned action is hereby dismissed with prejudice and without costs to either party.

Dated this 24 day of February, 2016.

BY THE COURT:

S/ Rebecca F. Dallet
Rebecca F. Dallet
Circuit Court Judge



RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to **MCDONALD & KLOTH CLIENT TRUST ACCOUNT**, on behalf of **Dakota Intertek Corporation**, its client, of the sum of **Fifteen Thousand and 00/100 Dollars (\$15,000.00)**, the receipt of which is hereby acknowledged, **Dakota Intertek Corporation**, do hereby release, acquit, and forever discharge the City of West Allis, Wisconsin, A Municipal Corporation, Its Departments, Commissions, Officials, Agents and Employees, his, her, it's or their successors and assigns and all other persons, firms or corporations who are or might be liable from any and all claims, demands, damages, costs, actions and causes of action, **including those of subrogated parties as well as any claims from We Energies**, of whatever kind or nature which it may now have or may hereafter have, on account of, or in any way growing out of, any and all known and unknown contractual issues and damages as a result of the performance by **Dakota Intertek Corporation** of 2013 Project No. 20, for the City of West Allis.

It is further understood and agreed that this settlement is the compromise of doubtful and disputed claims and that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms, or corporations released; liability being by it, him or them expressly denied.

It is further understood and agreed that this Release and payment pursuant thereto is not be construed as a waiver by or estoppel of any party released to prosecute a claim or action for any damages sustained.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

The undersigned, on behalf of Dakota Intertek Corporation, has read the foregoing Release and fully understands it. I further acknowledge that I had the opportunity to discuss the terms of this Release with my attorney and have been advised to sign the same.

Dated: 2/17/2016

[Signature]
Dakota Intertek Corporation

Subscribed and sworn to before me
this 17th day of February, 2016.

[Signature]

Notary Public, State of Wisconsin
My Commission: March 22, 2019

LW:ke