

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

WHEREAS, for purposes of this agreement, a "Gentlemen's Club" is an establishment that offers erotic dance performances by semi-nude dancers, and which may also be described as adult entertainment, stripping, and/or exotic dance; and

WHEREAS, Boardroom Entertainment MKE, LLC applied for a renewal of its "Class B" Tavern and Public Entertainment Premises licenses with transfer – change of agent and shareholder at 730 North Old World Third Street in Milwaukee, Wisconsin on November 6, 2014; said application was heard by the Licenses Committee on January 6, 2015 and was held; and

WHEREAS Boardroom Entertainment MKE, LLC filed a civil complaint with the United States District Court for the Eastern District of Wisconsin, Case No. 2:15-CV-53, alleging violations of their First Amendment right to present "protected erotic entertainment"; and

WHEREAS, Boardroom Entertainment MKE, LLC applied for renewal of its "Class B" Tavern and PEP licenses with a change of entertainment to add adult entertainment, strippers, erotic dancing, patrons dancing, and dancing by performers at 730 North Old World Third Street in Milwaukee, Wisconsin on August 13, 2015; and

WHEREAS, Boardroom Entertainment MKE LLC, applied for renewal of its "Class B" Tavern and PEP licenses with a change of agent and change of entertainment to add dancing by performers, comedy acts, 11 concerts, patrons dancing, jukebox and adult entertainment/strippers/erotic dancing at 730 North Old World Third Street in Milwaukee, Wisconsin on April 29, 2015; and

WHEREAS, both matters were heard by the Licenses Committee on September 17, 2015; the Licenses Committee recommended nonrenewal of the "Class B" Tavern and PEP licenses; the Common Council adopted this recommendation on October 13, 2015; and

WHEREAS Boardroom Entertainment MKE, LLC filed a civil complaint with the Milwaukee County Circuit Court, Case No. 15-CV-8812, alleging violations of Wisconsin Statutes Chapter 125 and various constitutional violations; and

WHEREAS, Mookie Exotic, LLC filed an application for "Class B" Tavern and PEP licenses on October 8, 2015 for a proposed Gentlemen's Club at 730 North Old World Third Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on January 5, 2016 and denied by the Common Council on January 19, 2016; and

WHEREAS, Mookie Exotic, LLC filed a civil complaint with the United States District Court for the Eastern District of Wisconsin, Case No. 2:16-CV-286,

alleging violations of their First Amendment right to present “protected erotic entertainment”; and

WHEREAS, the parties wish to resolve this litigation without continued expense by amicably entering into this full and final settlement as to all claims Plaintiffs may have against Defendant; and

NOW, THEREFORE, in consideration of their mutual promises as set forth herein, and with their intention to be mutually and legally bound hereby, the Plaintiff Boardroom Entertainment MKE, LLC, Plaintiff Mookie Exotic, LLC, Dusanka Buzdum, Radomir Buzdum, and Boro Buzdum (collectively referred to as “Plaintiffs” and “Individual Signatories”) covenant and agree as follows:

1. The City agrees to hold a hearing in April 2017 to consider the “Class B” Tavern and Public Entertainment Premises (PEP) license applications filed by PPH Properties I LLC for a proposed Gentlemen’s Club at 730 North Old World Third Street in Milwaukee, Wisconsin;
2. If PPH Properties I LLC is granted the licenses referenced in Paragraph 1 by the Common Council, the Parties agree to file a stipulation of dismissal of the previously described lawsuits entitled *Boardroom Entertainment MKE LLC v. City of Milwaukee*, Case No. 2:15-cv-53, *Boardroom Entertainment MKE LLC v. City of Milwaukee*, Case No. 15-CV-8812, and *Mookie Exotic LLC v. City of Milwaukee*, Case No. 16-CV-

286 without prejudice within ten (10) days of the Common Council's  
action;

3. The stipulated dismissal shall be without costs to either party and  
without prejudice;
4. The stipulated dismissal is also predicated upon the understanding  
that the City will not enact legislation that substantially burdens the  
operation of such a Gentlemen's Club for a period of six (6) years from  
the date this Agreement is fully executed. The parties agree that public  
nudity and/or full nudity by performers continues to be lawfully  
prohibited by the City, and such prohibition does not substantially  
burden the operation of a Gentlemen's Club. Examples of legislation  
that substantially burden the operation of such a Gentlemen's Club  
include a regulation that designates a minimum room size in which  
erotic dancers are required to perform; requires erotic dancers to  
remain at a specific distance from patrons while performing; a  
regulation that requires erotic dancers to perform only on a stage;  
and/or a regulation that prohibits any touching (other than touching  
that is already prohibited by state law);
5. It is further understood that in the event that legislation  
described in Paragraph 4 is enacted within six (6) years from the date



of this Agreement, the lawsuit asserting the same as the claims and allegations as set forth in *Boardroom Entertainment MKE LLC v. City of Milwaukee*, 2:15-CV-53, *Boardroom Entertainment MKE LLC v. City of Milwaukee*, 15-CV-8812, and *Mookie Exotic LLC v. City of Milwaukee*, 2:16-cv-286, may be reinstated through the filing of a new action. It is further understood and agreed that if such a new lawsuit is filed, costs, including attorneys' fees, that were incurred during the original lawsuit will be deemed to have been incurred in the new lawsuit;

6. In the event the lawsuits described in paragraph 4 are reinstated or filed, the City agrees to waive and forego any defense based on the statute of limitations for a period of six (6) years from the date of this Agreement. It is understood that this waiver is a necessary component of this stipulation, without which the Plaintiffs would not agree to dismiss their case. It is also understood that this waiver is limited only to the circumstance described in Paragraph 4.

7. Except as provided in Paragraph 5 of this Agreement, Plaintiffs and Individual Signatories hereby terminate, waive and discharge any further claims, demands, or actions which they might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections,

administrative actions and legal proceedings whatsoever against the City with respect to the City's licensing of Taverns and Public Entertainment Premises, and hereby release, discharge and acquit the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the Plaintiffs', Potential Plaintiffs', and Individual Signatories' previously proposed Gentlemen's Clubs or the City's licensing of Taverns and Public Entertainment Premises.

8. As part of this stipulation, the Plaintiffs agree that, in the event that the City grants "Class B Tavern" and PEP licenses to PPH Properties I LLC, allowing PPH Properties I LLC, to operate a Gentlemen's Club at 730 North Old World Third Street, in Milwaukee, Plaintiffs and Individual Signatories will not file applications to obtain "Class B" Tavern or PEP licenses for any new Gentlemen's Club in the City of Milwaukee in addition to those licenses granted pursuant to or prior to the execution of this Agreement.

9. This agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.

10. Plaintiffs and Individual Signatories recognize and agree that if "Class B" Tavern and PEP licenses are granted to PPH Properties I LLC allowing it to operate an establishment offering adult entertainment/strippers/exotic dance, they are still bound by and subject to the rules and regulations as stated in Wisconsin Statutes Chapter 125, and Milwaukee Code of Ordinances Chapters 85, 90, 106 and 108.

11. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

12. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of the Case.
13. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding, except for the sole purpose of enforcing this Agreement.
14. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiffs for any of the claims asserted in the Case, and the concessions made under this Agreement shall not be construed as an admission of any such liability.
15. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

16. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.
17. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.
18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.



Dated this 6<sup>th</sup> day of April, 2017.

Boardroom Entertainment MKE LLC and  
Mookie Exotic LLC, Plaintiffs,

By

POLTROCK & GIAMPIETRO

Wayne B. Giampietro

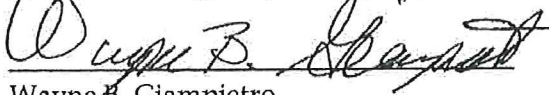
123 W. Madison, Suite 1300

Chicago, IL 60602

Phone: (312) 236-0606

Facsimile: (312) 236-9264

E-mail: [wgiampietro@giampietrolaw.com](mailto:wgiampietro@giampietrolaw.com)

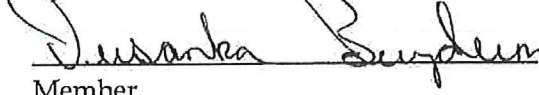


Wayne B. Giampietro

Dated this 7 day of April, 2017

Boardroom Entertainment MKE LLC

By Dusanka Buzdum



Member

Dated this 7 day of April, 2017

Mookie Exotic, LLC  
By Boro Buzdum



Member

Dated this 7 day of April, 2017



Dusanka Buzdum

Dated this 7 day of April, 2017



Radomir Buzdum

Dated this 7 day of April, 2017



Boro Buzdum

Dated this 18<sup>th</sup> day of ~~April~~<sup>May</sup>, 2017

The City of Milwaukee,  
Defendant

By

Grant F. Langley, City Attorney  
Adam B. Stephens, Deputy City Attorney  
State Bar No. 1033108  
La Keisha W. Butler, Assistant City Attorney  
State Bar No. 1072981  
200 E. Wells Street  
Milwaukee, WI 53202  
Phone: 414-286-2601  
Fax: 414-286-8550

  
For Grant F. Langley  
ATTORNEYS FOR DEFENDANTS

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

WHEREAS, for purposes of this agreement, a "Gentlemen's Club" is an establishment that offers erotic dance performances by semi-nude dancers, and which may also be described as adult entertainment, stripping, and/or exotic dance; and

WHEREAS, Six Star Holdings, LLC filed an application for "Class B" Tavern and Public Entertainment Premise ("PEP") licenses on May 4, 2012 for a proposed Gentlemen's Club at 730 North Old World Third Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on May 18, 2012 and denied by the Common Council on July 24, 2012; and

WHEREAS, Six Star Holdings, LLC filed an application for "Class B" Tavern and PEP licenses on September 12, 2013 for a proposed Gentlemen's Club at 730 North Old World Third Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on November 6, 2013 and denied by the Common Council on November 26, 2013; and

WHEREAS, on February 14, 2015, the Plaintiffs Six Star Holdings, LLC and Ferol, LLC filed a civil complaint with the United States District Court for the Eastern District of Wisconsin, Case No. 2:15-cv-175-LA, alleging violations of their First Amendment right to present erotic dance entertainment; and

WHEREAS, the parties wish to resolve this litigation without continued expense by amicably entering into this full and final settlement as to all claims Plaintiffs may have against Defendant; and

WHEREAS, MKE Downtown Ventures, LLC filed an application for "Class B" Tavern and Public Entertainment Premise ("PEP") licenses on September 24, 2014 for a proposed Gentlemen's Club at 505 South 5<sup>th</sup> Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on December 10, 2014 and denied by the Common Council on December 16, 2014; and

WHEREAS, Six Star Holdings, LLC filed an application for "Class B" Tavern and Public Entertainment Premise ("PEP") licenses on September 24, 2014 for a proposed Gentlemen's Club at 906 South Barclay Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on December 10, 2014 and denied by the Common Council on December 16, 2014; and

WHEREAS, Simplified Investments, LLC filed an application for "Class B" Tavern and PEP licenses on July 27, 2015 for a proposed Gentlemen's Club at 804 North Milwaukee Street in Milwaukee, Wisconsin; said application was heard by the Licenses Committee on September 17, 2015 and denied by the Common Council on September 22, 2015;



NOW, THEREFORE, in consideration of their mutual promises as set forth herein, and with their intention to be mutually and legally bound hereby, Plaintiff Six Star Holdings, LLC, Plaintiff Ferol, LLC, MKE Downtown Ventures, LLC, Simplified Investments, LLC, Jon Ferraro, Joe Modl, Craig Ploetz, and Scott Krahn (collectively referred to hereafter as "Plaintiffs, Potential Plaintiffs, and Individual Signatories") and the City of Milwaukee covenant and agree as follows:

1. The City agrees to hold a hearing in April 2017 to consider the "Class B" Tavern and Public Entertainment Premises (PEP) license applications filed by PPH Properties I LLC for a proposed Gentlemen's Club at 730 North Old World Third Street in Milwaukee, Wisconsin;

2. If PPH Properties I LLC is granted the licenses referenced in Paragraph 1 by the Common Council, the Parties agree to file a stipulation of dismissal the previously described lawsuit entitled *Six Star Holdings, LLC and Ferol, LLC v. City of Milwaukee*, Case No. 2:15-cv-175-LA without prejudice within ten (10) days of the Common Council's action;

3. The stipulated dismissal shall be without costs to either party and without prejudice;

4. The stipulated dismissal is also predicated upon the understanding that the City will not enact legislation that substantially burdens the operation of such a Gentlemen's Club for a period of six (6) years from the date this Agreement is fully executed. The parties agree that public nudity and/or full nudity by performers continues to be lawfully prohibited by the City, and such prohibition does not substantially burden the operation of a Gentlemen's Club. Examples of legislation that substantially burden the operation of such a Gentlemen's Club include a regulation that designates a minimum room size in which erotic dancers are required to perform; regulation that requires erotic dancers to remain at a specific distance from patrons while performing; a regulation that requires erotic dancers to perform only on a stage; and/or a regulation that prohibits any touching (other than touching that is already prohibited by state law);

5. It is further understood that in the event that legislation described in Paragraph 4 is enacted within six (6) years from the date of this Agreement, the lawsuit asserting the same claims and allegations as set forth in *Six Star Holdings, LLC and Ferol, LLC v. City of Milwaukee*, 2:15-cv-175-LA, may be reinstated through the filing of a new action;

It is further understood and agreed that, if such a new lawsuit is filed, costs, including attorneys' fees, that were incurred during the original lawsuit will be deemed to have been incurred in the new lawsuit;

6. It is further understood that if legislation described in Paragraph 4 is enacted, the Potential Plaintiffs may seek redress through the filing of a new action;

7. In the event the lawsuits are reinstated or filed for the reason stated in Paragraphs 5 and 6, the City agrees to waive and forego any defense based on the statute of limitations for a period of six (6) years from the date of this Agreement. It is understood that this waiver is a necessary component of this stipulation, without which the Plaintiffs would not agree to dismiss their case. It is also understood that this waiver is limited only to the circumstance described in Paragraph 4.

8. As part of this stipulation, the Plaintiffs, Potential Plaintiffs, and Individual Signatories agree that, in the event that the City grants "Class B" Tavern and PEP licenses to PPH Properties I LLC, allowing PPH Properties I LLC to operate a Gentlemen's Club at 730 North Old World Third Street, in Milwaukee, the Plaintiffs, Potential Plaintiffs,

and Individual Signatories will not file any new lawsuit based upon other denials of their "Class B" Tavern and PEP license applications.

9. Except as provided in Paragraphs 5 and 6 of this Agreement, Plaintiffs, Potential Plaintiffs, and Individual Signatories hereby terminate, waive and discharge any further claims, demands, or actions which they might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the City with respect to the City's licensing of Taverns and Public Entertainment Premises, and hereby release, discharge, and acquit the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the Plaintiffs', Potential Plaintiffs', and Individual Signatories' previously proposed Gentlemen's Clubs or the City's licensing of Taverns and Public Entertainment Premises.

10. As part of this stipulation, the Plaintiffs agree that, in the event that the City grants "Class B Tavern" and PEP licenses to PPH

Properties I LLC, allowing PPH Properties I LLC, to operate a Gentlemen's Club at 730 North Old World Third Street, in Milwaukee, Plaintiffs, Potential Plaintiffs, and Individual Signatories will not file applications to obtain a "Class B" Tavern license or PEP license for any new Gentlemen's Club in the City of Milwaukee in addition to those licenses granted pursuant to or prior to the execution of this Agreement.

11. This agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.

12. Plaintiffs, Potential Plaintiffs, and Individual Signatories recognize and agree that if "Class B" Tavern and PEP licenses are granted to PPH Properties I LLC allowing it to operate an establishment offering alcoholic beverages and adult entertainment/strippers/exotic dance, they are still bound by and subject to the rules and regulations as stated in Wisconsin Statutes Chapter 125, and Milwaukee Code of Ordinances Chapters 85, 90, 106 and 108.

13. Each party acknowledges that it has been represented



throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement.

Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

14. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of the Case.

15. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding, except for the sole purpose of enforcing

this Agreement.

16. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiffs for any of the claims asserted in the Case, and the concessions made under this Agreement shall not be construed as an admission of any such liability.

17. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. This Agreement may be executed in counterparts, each of

which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Dated this 5<sup>th</sup> day of April, 2017.

Six Star Holdings, LLC and Ferol, LLC, Plaintiffs,

By

THE JEFF SCOTT OLSON LAW FIRM, S.C.  
ATTORNEYS FOR PLAINTIFF

Jeff Scott Olson

State Bar No. 1016284


131 W. Wilson St., Suite 1200

Madison, WI 53703

Phone: (608) 283-6001

Facsimile: (608) 283-0945

E-mail: jsolson@scofflaw.com

  
\_\_\_\_\_  
Jeff Scott Olson

Dated this 7<sup>th</sup> day of April, 2017

Six Star Holdings, LLC

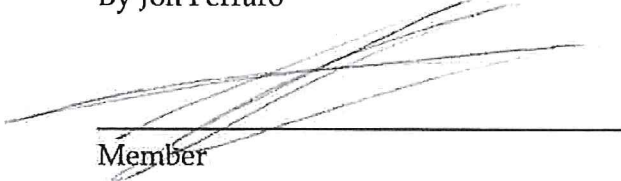
By Jon Ferraro

  
\_\_\_\_\_  
Member

Dated this 7<sup>th</sup> day of April, 2017

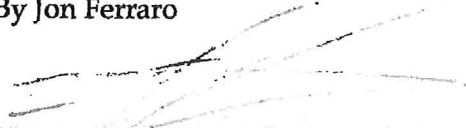
Ferol, LLC

By Jon Ferraro

  
\_\_\_\_\_  
Member


Dated this 7<sup>th</sup> day of April, 2017

MKE Downtown Ventures, LLC  
By Jon Ferraro

  
\_\_\_\_\_  
Member

Dated this 7<sup>th</sup> day of April, 2017

Simplified Investments, LLC  
By Jon Ferraro

  
\_\_\_\_\_  
Member

Dated this 7<sup>th</sup> day of April, 2017

  
\_\_\_\_\_  
Jon Ferraro

Dated this 10<sup>th</sup> day of April, 2017

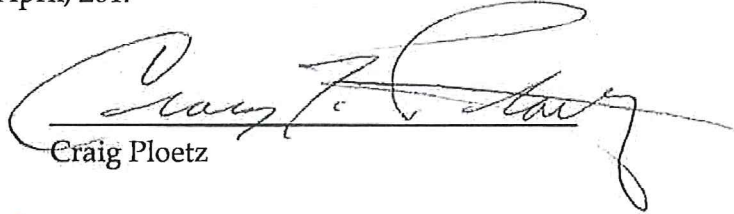
  
\_\_\_\_\_  
Joe Modl

Dated this 10<sup>th</sup> day of April, 2017

  
\_\_\_\_\_  
Scott Krahn



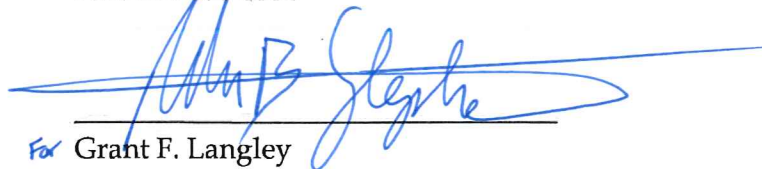
Dated this 8 day of April, 2017

  
Craig Ploetz

Dated this 18<sup>th</sup> day of ~~April~~<sup>May</sup>, 2017

The City of Milwaukee,  
Defendant  
By

Grant F. Langley, City Attorney  
Adam B. Stephens, Deputy City Attorney  
State Bar No. 1033108  
La Keisha W. Butler, Assistant City Attorney  
State Bar No. 1072981  
200 E. Wells Street  
Milwaukee, WI 53202  
Phone: 414-286-2601  
Fax: 414-286-8550

  
<sup>For</sup> Grant F. Langley  
ATTORNEYS FOR DEFENDANTS

## RELEASE OF CLAIMS

WHEREAS, for purposes of this agreement, a "Gentlemen's Club" is an establishment that offers erotic dance performances by semi-nude dancers, and which may also be described as adult entertainment, stripping, and/or exotic dance; and

WHEREAS, Roaring 20's Management, LLC filed an application for a "Class B Tavern" and Public Entertainment Premise ("PEP") License on October 20, 2016 for a proposed Gentlemen's Club at 770-772 N Milwaukee Street, in Milwaukee, Wisconsin; said application was withdrawn on October 28, 2016;

NOW THEREFORE, in consideration of their mutual promises as set forth herein, and with their intention to be mutually and legally bound hereby, John Urban and Roaring 20's Management, LLC and the City of Milwaukee covenant and agree as follows:

1. The City agrees to hold a hearing in April 2017 to consider the "Class B" Tavern and Public Entertainment Premises (PEP) license applications filed by PPH Properties I LLC for a proposed Gentlemen's Club at 730 North Old World Third Street in Milwaukee, Wisconsin;
2. The City agrees it will not enact legislation that substantially burdens the operation of such a Gentlemen's Club for a period of six (6) years from the date this Agreement is fully executed. The parties agree that public

nudity and/or full nudity by performers continues to be lawfully prohibited by the City, and such prohibition does not substantially burden the operation of a Gentlemen's Club. Examples of legislation that substantially burden the operation of such a Gentlemen's Club include a regulation that designates a minimum room size in which erotic dancers are required to perform; requires erotic dancers to remain at a specific distance from patrons while performing; a regulation that requires erotic dancers to perform only on a stage; and/or a regulation that prohibits any touching (other than touching that is already prohibited by state law).

3. As part of this stipulation, Mr. Urban agrees that, in the event that the City grants "Class B" Tavern and PEP licenses to PPH Properties I LLC, allowing PPH Properties I LLC to operate a Gentlemen's Club at 730 North Old World Third Street, in Milwaukee, neither he, nor Saleh Salen, nor anyone acting on behalf on Roaring 20's Management, LLC, will file a lawsuit based upon the application filed and subsequently withdrawn by Roaring 20's Management, LLC.
4. Mr. Urban hereby terminates, waives and discharges any further claims, demands, or actions which they might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal

proceedings whatsoever against the City with respect to the City's licensing of Taverns and Public Entertainment Premises, and hereby releases, discharges and acquits the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of Mr. Salen's previously proposed Gentlemen's Club or the City's licensing of Taverns and Public Entertainment Premises.

5. As part of this stipulation, Mr. Urban and Mr. Salen agree that, in the event that the City grants "Class B Tavern" and PEP licenses to PPH Properties I, LLC, allowing PPH Properties I LLC, to operate a Gentlemen's Club at 730 North Old World Third Street, in Milwaukee, neither Mr. Urban, nor Mr. Salen, nor anyone on behalf of either or them or on behalf of Nick Anton, will file applications to obtain "Class B" Tavern or PEP licenses for any new gentlemen's club in the City of Milwaukee in addition to those licenses granted pursuant to or prior to the execution of this Agreement.
6. This agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or

effect, nor shall it be admissible for any purpose, in the event it is not so approved.

7. Mr. Urban recognizes and agrees that if "Class B" Tavern and PEP licenses are granted to PPH Properties I, LLC allowing it to operate an establishment offering adult entertainment/strippers/erotic dance, they are still bound by and subject to the rules and regulations as stated in Wisconsin Statutes Chapter 125, and Milwaukee Code of Ordinances Chapters 85, 90, 106 and 108.
8. Each party acknowledges that it has had the opportunity to be represented throughout all negotiations leading up to this Agreement by attorneys of its choice. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.
9. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all



agreements (written or oral), representations, negotiations, and discussions made in the course of negotiation of the Case.

10. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding, except for the sole purpose of enforcing this Agreement.
11. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiffs for any of the claims asserted in the Case, and the payments made under this Agreement shall not be construed as an admission of any such liability.
12. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.
13. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.
14. Each person signing this Agreement represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into



this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.


Release of Claims  
Page 7 of 7

Dated this 7<sup>th</sup> day of April, 2017

Roaring 20's Management, LLC  
By Saleh Salen

X   
\_\_\_\_\_  
Saleh Salen, Member

Dated this 7<sup>th</sup> day of April, 2017

  
\_\_\_\_\_  
John Urban

Dated this 7<sup>th</sup> day of April, 2017  
*18<sup>th</sup> May*

The City of Milwaukee,  
Defendant

By

Grant F. Langley, City Attorney  
Adam B. Stephens, Deputy City Attorney  
State Bar No. 1007764  
La Keisha W. Butler, Assistant City Attorney  
State Bar No. 1072981  
200 E. Wells Street  
Milwaukee, WI 53202  
Phone: 414-286-2601  
Fax: 414-286-8550

  
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*For* Grant F. Langley  
ATTORNEYS FOR CITY OF MILWAUKEE