

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

**CLAIM OF QIAN L. COLLINS**

This Settlement Agreement and General Release is made and entered into for and in consideration of the commitments set forth herein on this 25 day of January, 2016, by and between Qian L. Collins (hereinafter referred to as "Claimant"), and the City of Milwaukee (hereinafter referred to as "City").

WHEREAS, Claimant has asserted claims against the City of Milwaukee and its police officers alleging, among other things unreasonable or unlawful stops, searches, seizures and arrests, and other violations of his constitutional rights and civil rights under the United States Constitution, as well other state and federal laws; and

WHEREAS, in addition to making claims against the City of Milwaukee directly, Claimant has made allegations against certain former and current police officers whom he alleges to have acted in the scope of their employment as Milwaukee Police Officers; and

WHEREAS, the parties wish to resolve the expense and disruption of further litigation between them by amicably entering into this full and final settlement as to all claims Claimant may have against the City and its officers, and any other persons or parties in connection with the underlying incident;

NOW, THEREFORE, in consideration of their mutual promises as set forth herein, and with their intention to be mutually and legally bound hereby, the parties covenant and agree as follows:

1. 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.

2. Claimant Qian L. Collins, for himself, his heirs, personal representatives, executors, administrators, successors, agents and assigns, does hereby release and forever discharge the City, and all its departments, and all its current or former officers, employees or agents, and their successors, from any and all manner of action or actions, cause or causes of action, suits, debts, covenants, contracts, agreements, judgments, execution, claims, demands and expenses (including attorneys' fees and costs) whatsoever in law or equity, which he has had, now has or may have against the City for or by reason of any transaction, matter, cause or thing whatsoever up to the date of this Agreement, whether based on tort, express or implied contract, or any federal, state or local law, statute or regulation, specifically including, but not limited to, any and all claims under 42 U.S.C. § 1983; the Fourth or Fourteenth Amendments to the United States Constitution; the Wisconsin State Constitution any other applicable statute or authority of law or common law that concern any claims which have arisen or could arise out of or be connected to the facts, issues or allegations concerning any stops, searches, or seizures made of him up through the date of this Agreement.

3. Claimant agrees to execute a general release of all claims in the form approved by the City Attorney, as described in the attached Exhibit A, upon approval of this settlement by the Common Council, and as a condition precedent to their receipt of any settlement funds herein.

4. In consideration of the general release, the City of Milwaukee will pay the total sum of Twenty Seven Thousand Five Hundred and no/100 Dollars (\$27,500.00) to or on behalf

of the Claimant and his attorneys People's Law Office, payable to said attorney's client trust account.

5. With respect to the payments referred to in paragraph 4, the parties acknowledge and agree that said payment is in full and final settlement of all damages which Claimant has, or could have claimed in this matter, including without limitation compensatory damages, punitive damages, attorney fees, costs, loss of earnings or earning capacity or other economic damages. This payment is inclusive of all claims for all attorney fees, including the attorney fees that could be claimed by Robin Shellow, The Shellow Group, or any other attorney who may have represented Claimant in addition to the People's Law Office.

6. Claimant and his attorney acknowledge and agree that Claimant will be solely responsible for the payment of any state or federal taxes that may be due as a result of the payments herein, and agree to indemnify, defend and hold the City harmless from and against any and all loss, liability, damage, deficiency or claim arising out of the City not making withholdings from this amount for state and federal income taxes. Claimant further acknowledges and agrees that the sum of Twenty Seven Thousand Five Hundred Dollars is the maximum amount City will pay in this matter, irrespective any tax consequence to Claimant.

7. It is expressly understood and agreed between the parties that by entering into this Agreement, the City in no way admits that it has violated any federal, state, local statute or ordinance, or constitutional provision, or was otherwise negligent. It is further understood and agreed that this is a compromise settlement of disputed claims and that neither this Agreement nor the furnishing of the consideration provided for in this Agreement shall be deemed or construed at any time or for any purpose as an admission of liability by the City. Liability for any and all claims for relief is expressly denied by the City.

8. Claimant represents and certifies that he has carefully read and fully understand all of the provision and effects of this Settlement Agreement and General Release, and that his attorney has thoroughly discussed all aspects of this Agreement with her, that he is voluntarily entering into this Agreement, and that neither the City nor the City's attorney(s) made any representation concerning the terms or effects of this Agreement other than those contained herein.

9. Claimant expressly acknowledges that the Settlement Agreement and General Release is intended to include in its effect, without limitation, all claims concerning any incident involving any claims for unlawful stops, searches, seizures or arrests and any events incident thereto, against any and all persons or entities, regardless of whether Claimant currently has the full knowledge of the facts or the extent of her damages, and that this Settlement Agreement and General Release contemplates the extinguishment of any such claim or claims, consistent with the terms of this Agreement.

10 Each party to this Settlement Agreement and General Release agrees that in the event that any party breaches the Agreement, the breaching party will indemnify and hold the non-breaching party harmless for any costs, damages or expenses, including reasonable attorneys' fees arising out of the breach of the Agreement by that party, or arising out of any suit or claim to enforce the Agreement.

11 This Settlement Agreement and General Release shall in all respects be interpreted, enforced and governed under the laws of the State of Wisconsin.

12 This Settlement Agreement and General Release sets forth the entire Agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

13 Claimant warrants that, other than his attorneys, no other person or other legal entity has any interest in any claims, demands, causes of action, obligations, damages or liabilities covered by this Agreement; that he has the sole right and exclusive authority to execute this Agreement and to receive the consideration hereunder; and that, other than any agreement he may have with her attorney, he has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, cause of action, obligation, damage, or liability covered by this Agreement.


IN WITNESS WHEREOF, and intending to be legally bound hereby, Claimant personally and the City (through their attorneys) have executed the foregoing Settlement Agreement and General Release.

Dated: 1/25/16

  
\_\_\_\_\_  
Qian L. Collins, Claimant


PEOPLE'S LAW OFFICE

Dated: 1-28-16

  
\_\_\_\_\_  
Flint Taylor or Ben Elson  
Attorneys for Claimant

Dated: 1-29-15

THE SHELLOW GROUP

  
\_\_\_\_\_  
Robin Shellow  
Attorney for Claimant

CITY OF MILWAUKEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Grant F. Langley, City Attorney  
Miriam R. Horwitz, Deputy City Attorney  
Attorneys for City of Milwaukee

## Exhibit A

### GENERAL RELEASE OF ALL CLAIMS

Qian L. Collins, in consideration of the promised payment of Twenty Seven Thousand Five Hundred Dollars and no/100 (\$27,500.00), hereby forever releases and discharges the City of Milwaukee, and any current or former employee or agent of the City of Milwaukee, from any and all claims and causes of action, in any way arising out of or related to stops, searches or seizures that may have concerned him in the City of Milwaukee up through the date of this release. This release discharges all claims which could have been made under any legal theory concerning my treatment by the City of Milwaukee and any current or former Police Officers or employees up through the date of this release.

This release is also made for, and binding upon my heirs, successors and assigns. By this agreement, any liability of subsidiaries, parent corporations, insurers, predecessors, successors, officers, directors, agents or employees of the released parties is also released and discharged. Further, any other persons or entities that are or might be liable, even though their identity or involvement in the incidents may not be presently known, are fully released and discharged.

This release fully extinguishes all claims and causes of action, including but not limited to those for: compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees, including attorneys' fees; statutory damage awards; and liability based upon indemnification claims. In making this release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages will be paid.

I, Qian L. Collins, further agree to indemnify and hold harmless the released parties against any claims which may be made by or on behalf of any child of mine living or to be born, for any claims or causes of action including those for loss of care, companionship, protection services or other benefits.

It is understood that the money paid for this unqualified release will be received not only as a full satisfaction for all known injuries and damages, but also will be received for future injuries and damages stemming from the events which form the basis for this lawsuit. The extent of any future injuries and damages is unknown, but it is understood that they may result in a condition substantially different than today. However, this document shall not be construed to release any person from liability, relative to any events which occur after the date on which this release document is fully executed.

It is understood and agreed that this settlement is a full compromise of a disputed claim, and neither this settlement, nor the payment of money, is to be construed as an admission of liability by the released parties. It is recognized that the released parties deny that they are liable for any claimed injuries or damages.

With full knowledge and understanding of the contents of this release, I voluntarily enter into this settlement and do so without having relied on any statement or representation by the released parties, their representatives, or anyone retained by them.

I agree to indemnify the released parties for any money they may have to pay to any other person or entity asserting any claim arising out any injuries or damages I sustained in regard to any incident(s) as described in the Settlement Agreement, including any claims based upon subrogation, derivation or assignment, and any such claim, if made, will be tendered to me for defense. Also, I will indemnify the released parties for any expenses incurred in defending such claims if I refuse to defend the same.

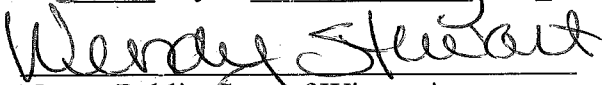
I understand that in making this release I will have no right, individually or collectively, to make a claim against anyone, including the parties released, for more money even if I later become dissatisfied with this settlement for any reason whatsoever. I also understand that I will not make any future claim or complaint against the City of Milwaukee or any other released party, regarding the events which form the basis for this lawsuit. However, this release does not preclude me from testifying in any proceeding, which may relate to the subject matter of this case, as described above, when either requested or compelled to do so by any governmental or administrative body.

The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this release shall be determined and governed by the terms of this release and the laws of the State of Wisconsin.

I have read this release, which consists of three pages, and have had it explained to me by my lawyers, and understand that it is a full and complete compromise and full settlement of all claims for which I will be fully compensated, and I am satisfied that I understand it.

  
\_\_\_\_\_  
QIAN L. COLLINS

Subscribed and sworn to before me  
this 25 day of January 2016

  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission 0626-16

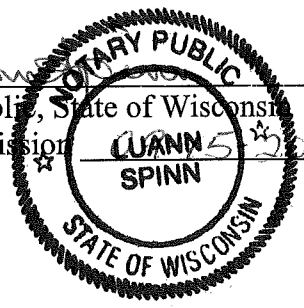
**CONSENT OF ATTORNEY**

Pursuant to the provisions of Wis. Stat. § 757.38, I acknowledge that this Full Settlement and Final Release have been entered into on the advice and recommendation of myself as attorney for Qian L. Collins.

[Handwritten Signature]

Subscribed and sworn to before me  
this 29 day of JAN, 2016

[Handwritten Signature]  
Notary Public, State of Wisconsin  
My Commission QUINN SPINN 5/2017



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