

WISCONSIN CARRY, INC. and DAVID BERNSON v. CITY OF MILWAUKEE AND

KURT KEZESKE

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made and entered into for and in consideration of the commitments set forth herein on this 20th day of August, 2011, by and between Wisconsin Carry, Inc. and David Bernson (hereafter referred to as "Plaintiffs"), and the City of Milwaukee, (hereafter referred to as "Defendant" or "City").

WHEREAS, the Plaintiffs filed a complaint in the United States District Court for the Eastern District of Wisconsin, Case Number 2:10-CV-9-CNC, against defendants, City of Milwaukee and Kurt Kezeske alleging (among other things) that defendants violated plaintiffs Fourth and Fourteenth Amendment rights against unreasonable search and seizure, and violated plaintiffs rights by application of the Gun Free School Zone law; and

WHEREAS, defendants answered, denying all liability; and

WHEREAS, the Parties wish to resolve the litigation between them by entering into this full and final settlement.

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

1. Approval. This Agreement is subject to approval in its entirety by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force, effect, or admissibility in the event it is not so approved in its entirety within 60 days of the first Common Council meeting following the date of this agreement is signed by plaintiffs.

2. Payment. The City of Milwaukee shall pay to plaintiffs the total sum of Six Thousand Five Hundred and 00/100 Dollars (\$6,500.00). Said payment will be payable to the Trust Account of Attorney John R. Monroe, and will be mailed within twenty-one (21) days of the expiration of the mayoral veto period after approval of this settlement by the Common Council of the City of Milwaukee.

3. Dismissal of the Litigation. Upon the approval of the Common Council of this settlement, and the payment of the settlement provided for above, plaintiffs agrees to dismiss the action entitled *Wisconsin Carry, Inc. and David Bernson v. City of Milwaukee, et al*, United States District Court Case No. 2:10-CV-9-CNC (the "Litigation"), with prejudice, each party to bear its own costs and attorneys' fees.

4. Releases. In exchange for the payment and dismissals contemplated by this Agreement, Wisconsin Carry, Inc. and David Bernson hereby release for themselves, their past, present and future agents, insurers, representatives, shareholders, principals, attorneys, affiliates, departments, employees and their successors and heirs, executors and assigns, from any and all legal, equitable or other claims, actions, causes of action, sums of money, damages, executions, judgments, findings, controversies and disputes, and any past, present or future duties, responsibilities or obligations, known or unknown, arising out of the facts, issues, or allegations made or referred to in the Litigation, as well as any potential state court complaint containing related facts or claims. This release includes any and all claims that were raised, or could have been raised due to the search, seizure, detention and arrest of David Bernson which began on June 6, 2009. The plaintiffs release all claims as against Kurt Kezeske, the City of Milwaukee and all other police officers, employees or agents of the City of Milwaukee with respect to the search, seizure, detention and arrest of David Bernson which began on June 6, 2009. This

release includes, but is not limited to any claims based on municipal ordinances, or based on any state or federal constitution or statute.

5. Full Release. The plaintiffs understand that this Agreement represents a complete release of any and all claims, and that neither plaintiff may make further claims against the defendants or any other Milwaukee Police Officers concerning the claims, events, transactions or facts referred to in the Litigation. David Bernson further agrees to execute the General Release attached hereto as Exhibit A.

6. Future Conduct. The Parties to this Agreement understand that it shall not act as a release of future claims which may arise out of future conduct unrelated to the claims, events, transactions or facts referred to in the Litigation.

7. Compromise. It is expressly understood and agreed between the Parties that by entering into this Agreement, the defendants do not admit to liability for any claim brought in the Litigation. Liability for any and all claims for relief is expressly denied by each of the defendants.

8. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Wisconsin.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties may not be a signatory to the same counterpart. This Agreement may be executed by facsimile or Portable Data Format (PDF) and such signatures shall be binding and deemed original for purposes of enforcing this Agreement.

10. Integrated Agreement. This Agreement 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.

11. Warranty. The Parties each warrant that 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, and 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, the Parties (through their attorneys) have executed the foregoing Settlement Agreement and Mutual Release.

WISCONINS CARRY, INC.

Dated: 8/20/2011

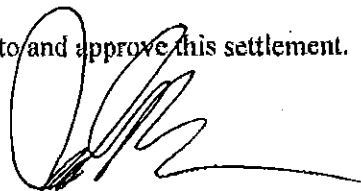

By: Nik Clark, Chairman

Dated: _____

David Bernson

Consent of Attorney

As attorney for the releasing parties, I have reviewed the terms of this Settlement Agreement and Release with them and consent to and approve this settlement.


John R. Monroe

CITY OF MILWAUKEE

Dated: _____

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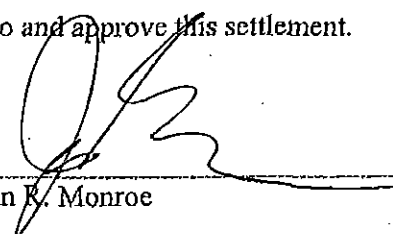
By: Nik Clark, Chairman

Dated: August 20th, 2011


David Bernson

Consent of Attorney

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John E. Monroe

CITY OF MILWAUKEE

Dated: _____

Grant F. Langley, City Attorney
Miriam R. Horwitz, Assistant City Attorney
Attorneys for Defendant

1032-2010-80:172195

