

## 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20, 2016 for a proposed Gentlemen's Club at 770-772 N Milwaukee Street, in Milwaukee, Wisconsin; said application was withdrawn on October 28, 2016;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acting on behalf on Roaring 20's Management, LLC, will file a lawsuit based upon the application filed and subsequently withdrawn by Roaring 20's Management, LLC.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.

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

Roaring 20's Management, LLC  
By Saleh Salen

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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

The City of Milwaukee,  
Defendant

By

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