

## GLOBAL SETTLEMENT AGREEMENT AND RELEASE

### **I. Recitals and Individual Settlement Agreements.**

This Global Settlement Agreement (“Global Agreement”) is made and entered into on this \_\_\_\_ day of December, 2015, by and between the following parties:

- PEOPLE’S LAW OFFICE, THE SHELLAW GROUP, LOEVY & LOEVY, SAMSTER, KONKEL & SAFRAN, S.C. and ALEX FLYNN & ASSOCIATES S.C. (collectively, “Plaintiffs’/Claimants’ Firms”) on behalf of themselves and their clients; and
  
- CITY OF MILWAUKEE, ITS EMPLOYEES AND FORMER EMPLOYEES (“Released Parties”).

WHEREAS, this Global Agreement is made in conjunction with, to complement, and pursuant to the execution of the individual Full Settlement and Final Release Agreements entered into by plaintiffs/claimants, and related to certain cases and claims involving the City of Milwaukee and current and former City of Milwaukee employees, and allegations of unlawful police-related stops, searches and/or seizures, for which a template of the individual Full Settlement and Final Release Agreement is attached hereto and marked as “Exhibit A” for plaintiffs, and “Exhibit B” for claimants, and is incorporated into this Global Settlement Agreement and Release.

Those cases include the following:

<u>Name of Case</u>	<u>Case No.</u>
<i>Ashford, et al. v. City of Milwaukee, et al.</i> <i>R.M. v. City of Milwaukee, et al.</i> <i>D.J.B., et al. v. City of Milwaukee, et al.</i> <i>Biami, et al. v. City of Milwaukee, et al.</i>	13-CV-00771
<i>Caine v. City of Milwaukee, et al.</i>	14-CV-01548
<i>Collier v. City of Milwaukee, et al.</i>	15-CV-00311
<i>Dotson v. City of Milwaukee, et al.</i>	15-CV-00197
<i>Freeman v. City of Milwaukee, et al.</i>	13-CV-00918
<i>Gibson v. City of Milwaukee, et al.</i>	13-CV-01021
<i>Hoskin v. City of Milwaukee, et al.</i>	13-CV-00920

<u>Name of Case</u>	<u>Case No.</u>
<i>Lawrence v. City of Milwaukee, et al.</i>	14-CV-00312
<i>Mann v. City of Milwaukee, et al.</i>	13-CV-00919
<i>Mukes v. City of Milwaukee, et al.</i>	13-CV-01268
<i>Phillips v. City of Milwaukee, et al.</i>	15-CV-00679
<i>R.S., et al. v. City of Milwaukee, et al.</i>	13-CV-01485
<i>Ragland v. City of Milwaukee, et al.</i>	13-CV-01118
<i>Wright v. City of Milwaukee, et al.</i>	13-CV-01028

Those claims involve the following claimants:

**Name of Claimant**

Chappel, Jeremiah

Corder, Daniel

Evans, Damon

Grandberry, Rodney

Love, Cortland

McGinnis, Christian

Mosby, Justin

Patterson, Brian

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Released Parties and Plaintiffs' Firms hereby agree as follows:

## II. Global Agreement Terms.

- A. Attorneys' Settlement Payment. Released Parties will pay Plaintiffs' Firms the total sum of \$2,065,000.00 as full and final compensation for attorneys' fees, from the Released Parties and \$218,827.00 for costs, incurred in the prosecution of the cases and claims subject to this Global Settlement Agreement. It is the intention of the parties that each of the plaintiffs and claimants referenced in Section I above will bear a proportionate share of the costs, to be deducted from the payment of damages to him/her under this Global Settlement Agreement.
- B. Attorney Release. Plaintiffs' Firms, on behalf of themselves, their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns, and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby forever release and discharge Released Parties, together with their predecessors, successors, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates and assigns and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns and successors in interest, and all persons acting by, through, under or in concert with them, and each of them, from all attorneys' fees and other costs in any way related to, arising from, associated with, or incurred in the context of the City of Milwaukee cases and claims referenced in Section I above.
- C. All Known and Unknown Fees and/or Costs. Released Parties and Plaintiffs' Firms acknowledge that the consideration set forth in this Global Agreement, which includes, but is not limited to, the Attorneys' Settlement Payment, is in full settlement of all known, unknown, past, current and future attorneys' fees and/or other costs from the Released Parties in any way related to, arising from, associated with, or incurred in the context of the City of Milwaukee cases and claims referenced in Section I above. By signing this Global Agreement, and accepting the consideration provided herein, Plaintiffs' Firms forever forfeit any right to seek further attorneys' fees and/or other costs in any way related to, arising from, associated with, or incurred in the context of the City of Milwaukee cases and claims referenced in Section I above. In addition, Plaintiffs' Firms acknowledge that, having released all claims for attorney fees and costs associated with the work or legal services they performed through the effective date of this Global Settlement Agreement with respect to the subject matter of the cases and claims referenced in Section I above, no claims may be made in any future or additional cases or claims for new or additional plaintiffs or claimants, concerning that subject matter for work or legal services performed prior to the effective date of this Global Settlement Agreement. The effective date of this Global Settlement Agreement shall be the date it is executed by the City Attorney.

- D. No Admission of Liability. It is understood and agreed that this Global Agreement, and any consideration set forth in this Global Agreement, is not to be construed as an admission of liability by Released Parties, including the City of Milwaukee and any of its affiliates, employees, police supervisors, police officers, or agents, and in fact, all defendants expressly deny any such liability.
- E. Settlement of Plaintiffs' Claims. The Plaintiffs' Firms agree, on behalf of their respective clients, that all cases and claims subject to this Global Settlement Agreement shall be and hereby are settled and fully resolved for a maximum total sum of \$2,935,000.00, less \$218,827.00 for costs, for a total of \$2,716,173.00, payable to the plaintiffs and claimants identified in Section I, in addition to the settlement of the claims for attorneys' fees, as outlined in Section II(A). This maximum settlement amount assumes compliance with the Global Settlement Agreement Conditions described in Section III, below, and it is understood that the actual settlement amount may be less if said conditions are not satisfied. It is also understood that a total amount of \$896,560.15 will be set aside by Plaintiffs'/Claimants' Firms, in their client trust accounts for the payment of the debt itemized on the "Appendix A" documents provided for each of their clients, and that Plaintiffs'/Claimants' Firms will be responsible for seeing that all such debt is paid, and that counsel for the Released Parties is promptly provided with proof of such payment. All such proof of payment will be provided to counsel for the Released Parties no later than 90 days following receipt of the settlement funds. If any plaintiff or claimant, or his/her counsel has been successful in negotiating or contesting any of the debts or liens identified on his/her respective "Appendix A" document, then within ninety (90) days following receipt of the settlement funds, counsel must also provide to the Office of the Milwaukee City Attorney verification that the debt has been reduced, forgiven, or a lien release was issued. The apportionment of the maximum settlement amount between individual plaintiffs and claimants is provided in the Settlement Categories of Plaintiffs/Claimants, which is attached as "Exhibit C" and incorporated by reference into this Global Settlement Agreement And Release.

### **III. Global Settlement Agreement Conditions.**

- A. No Outstanding or Known Future Claims/Plaintiffs. Plaintiffs'/Claimants Firms affirm that they are not currently involved in any pending legal actions or proceedings relating to allegations of unlawful body-cavity searches, unlawful strip searches, and allegations of unlawful stops and unlawful seizures involved with the events related to the allegations of unlawful body cavity searches and unlawful strip searches, which occurred on or before December 14, 2015 against the City of Milwaukee, or any of its current or former affiliates, employees, police supervisors, police officers, or agents, other than the City of Milwaukee cases and claims referenced in Section I above. Plaintiffs' Firms also affirm that they have not been retained by any other potential plaintiffs or any other individuals seeking to, or interested in, filing either a claim or a lawsuit against the City of Milwaukee, or any of its current or former affiliates, employees, police

supervisors, police officers, or agents, in any way related to, arising from, or associated with any claims involving allegations of unlawful body cavity searches, unlawful strip searches, and allegations of unlawful stops and unlawful seizures involved with the events related to the allegations of unlawful body-cavity searches and unlawful strip searches, which occurred on or before December 14, 2015.

- B. Execution of Plaintiffs' Full Settlement and Final Release Agreements and Safety Valve Provision. Plaintiffs' Firms affirm that it is the parties' intention that a Full Settlement and Final Release Agreement associated with the City of Milwaukee cases and claims referenced in Section I above will be signed by each and every individual plaintiff named in those cases, and by all claimants identified prior to the date of this Agreement, and that a signed and notarized copy of the same will be returned to counsel for Released Parties within thirty (30) days of the execution of this Global Agreement. It is understood that no distribution of any settlement funds will be made until all such releases have been received by counsel from the Office of the Milwaukee City Attorney. If a Plaintiff or Claimant withdraws from this Agreement prior to the distribution of funds, then the Parties will meet and confer and determine a mutually agreeable resolution that could result in referral to Judge Adelman for possible enforcement of the settlement with respect to that particular Plaintiff(s)/Claimant(s) if permitted by the court, or possible exclusion of the particular Plaintiff(s)/Claimant(s) from the Global Agreement if agreed to by the Released Parties. Invocation of this resolution process will not automatically result in dissolution of the Global Agreement; however, an inability to obtain all releases from Plaintiffs/Claimants, without a mutually agreeable resolution for exceptions, will result in dissolution of the Global Agreement.
- C. Restitution, Child Support and Other Obligations and Debts. Consistent with the Full Settlement and Final Release Agreements associated with the City of Milwaukee cases and claims referenced in Section I above, to the extent that any individual plaintiff or claimant owes moneys for child support, restitution ordered in the context of a criminal case, and/or other debt owed to governmental entities, including unpaid liens, costs of supervision, federal and state tax liens, as identified in the Appendix A to the Full Settlement and Release Document provided to each plaintiff and claimant, those moneys will be paid by Plaintiffs'/Claimants' Firms directly to the appropriate parties/entities to satisfy those obligations and/or debts, up to the limit of the respective Settlement Amount for each individual plaintiff/claimant, less the proportionate contribution by each plaintiff/claimant to the \$218,827.00 in costs, as noted in Sections II(A) and II(E), above, and liens to their attorneys, within ninety (90) days following the receipt of the settlement funds. The City of Milwaukee does not represent that it has discovered or listed each and every debt or lien that may exist with respect to each individual, and each plaintiff or claimant shall remain individually liable for any child support, restitution or other debt owed by him/her to the extent it may not be paid under the terms of this agreement.

D. Open Arrest Warrants. Consistent with the Full Settlement and Final Release Agreements associated with the City of Milwaukee cases and claims referenced in Section I above, any individual plaintiff or claimant who is the subject of a known pending arrest warrant and who is not presently incarcerated will not be entitled to, and will not receive, any settlement proceeds, unless any and all such arrest warrants have been cleared. For the Plaintiffs/Claimants who are incarcerated at the time that the Global Agreement is executed, it is the parties' understanding that the Wisconsin Department of Corrections, the Milwaukee County Sheriff's Department, and/or the United States Department of Justice will be specifically informed of all open warrants currently known by the Plaintiff Firms and by the Released Parties, with the expectation that said agencies will utilize their regular policies and procedures to confirm the existence of any open arrest warrants and to clear the same prior to the release of the Plaintiff/Claimant.

#### IV. Additional Representations.

- A. Agreement is Legally Binding. Released Parties and Plaintiffs'/Claimants' Firms intend this Global Agreement to be legally binding upon, and inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs and estates.
- B. Entire Agreement. The Recitals set forth at the beginning of this Global Agreement are incorporated by reference and made a part of this Global Agreement. This Global Agreement and any attachments thereto, along with the Full Settlement and Final Release Agreement referenced in Section I above, and any attachments thereto, constitutes the entire agreement and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Global Agreement shall be binding unless it has been reduced to writing and signed by each of the parties hereto.
- C. Severability Clause. Should any provision of this Global Agreement be declared or be determined by any court to be illegal or invalid, neither the legality nor the validity of the remaining parts, terms and provisions shall be affected thereby.
- D. Governing Law. The statements in this Global Agreement are contractual terms, and are not mere recitals. Any questions concerning this Global Agreement shall be determined and governed by the terms of this Global Agreement and by the laws of the State of Wisconsin.
- E. Authority to Execute Agreement. By signing below, Plaintiffs' Firms warrant and represent that the person signing this Global Agreement on their behalf has authority to bind that party and the party's clients, and that the party's execution of this Global Agreement is not in violation of any by-law, covenant and/or other

restriction placed upon them by their respective entity. Further, it is understood and agreed that the authority to execute this Global Agreement on behalf of the Released Parties is contingent upon the adoption of related Settlement Resolutions by the Common Council of the City of Milwaukee.

I HAVE READ THIS GLOBAL SETTLEMENT AGREEMENT AND RELEASE, WHICH CONSISTS OF EIGHT PAGES, AND UNDERSTAND THAT IT IS A FULL AND COMPLETE COMPROMISE AND FULL SETTLEMENT OF ALL CLAIMS, INCLUDING ATTORNEYS' FEES AND OTHER COSTS IN ANY WAY RELATED TO, ARISING FROM, ASSOCIATED WITH, OR INCURRED IN THE CONTEXT OF THE CITY OF MILWAUKEE CASES AND CLAIMS REFERENCED IN SECTION I ABOVE AGAINST THE RELEASED PARTIES.

BY PLAINTIFFS' FIRMS:

Dated this 11<sup>th</sup> day of, December 2015.

/s/G.Flint Taylor

[Authorized Agent]

PEOPLE'S LAW OFFICE

Dated this 11<sup>th</sup> day of December, 2015.

/s/ Robin Shellow

[Authorized Agent]

THE SHELLLOW GROUP

Dated this 11<sup>th</sup> day of December, 2015.

/s/ Heather Lewis Donnell

[Authorized Agent]

LOEVY & LOEVY

Dated this 11<sup>th</sup> day of December, 2015.

/s/ Jonathan Safran

[Authorized Agent]

SAMSTER, KONKEL & SAFRAN, S.C.

Dated this 11<sup>th</sup> day of December, 2015.

/s/Alex Flynn

[Authorized Agent]

ALEX FLYNN & ASSOCIATES

BY RELEASED PARTIES:

Dated this      day of January, 2016.

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Grant F. Langley  
MILWAUKEE CITY ATTORNEY