

***JEANINE JACKSON v. CITY OF MILWAUKEE, GARY CHERONE,
ADAM FRUEND, JASON MUCHA, and JOHN DOE***

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release is made and entered into for and in consideration of the commitments set forth herein on this ____ day of _____, 2014, by and between Jeanine Jackson, (hereafter referred to as “Plaintiff”), the City of Milwaukee (hereafter referred to as “City”), Gary Cherone, Adam Freund, and Jason Mucha, (hereafter referred to collectively with the City as “Defendants”) (Plaintiff and Defendant hereafter referred to together as the “parties”).

WHEREAS, Plaintiff filed a Complaint in the United States District Court for the Eastern District of Wisconsin, Case Number 12-CV-490, alleging (among other things) that the Defendants had violated her civil rights in relation to the actions of Milwaukee police officers at the scene of a repossession of a motor vehicle from her by a private actor on or about May 19, 2009, and

WHEREAS, the Defendants answered, denying all liability; and

WHEREAS, the parties wish to resolve the expense and disruption of litigation between them by amicably 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. 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. Plaintiff hereby releases and forever discharges the Defendants, and all departments, officers, employees or agents thereof, 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 she has had, now has or may have against the Defendants 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 United States Constitution or Wisconsin Constitution or any other statute or authority of law providing a cause of action that concern any claims which have arisen or could arise out of or be connected to the facts, issues or allegations made or referred to in *Jeanine Jackson v. City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and John Doe*, U.S.D.C.E.D.W. Case Number 12-CV-490, as well as any state court complaint concerning those facts, or related claims.

3. The parties to this Release and Settlement Agreement understand that it represents a complete release of any and all claims, that it is intended further to be mutual, and that none of the parties to this release may make further claims against the others concerning the claims, contracts, events, transactions or facts referred to in *Jeanine Jackson v. City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and John Doe*, U.S.D.C.E.D.W. Case Number 12-CV-490, or any state court complaint concerning those facts, or related claims.

4. The parties agree to execute a stipulation or joint motion to dismiss *Jeanine Jackson v. City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and John Doe*, U.S.D.C.E.D.W. Case Number 12-CV-490, with prejudice and without further costs upon approval of this settlement by the Common Council.

5. Plaintiff agrees to execute a general release of all claims in the form approved by the City Attorney, as described in the attached Exhibit 1, upon approval of this settlement by the Common Council, and as a condition precedent to her receipt of any settlement funds herein.

6. In consideration of the general release, and the motion to dismiss the action, the City of Milwaukee will pay the total sum of Eight Thousand Dollars (\$8,000.00) to the Plaintiff, payable to the trust of her attorney, Alex Flynn, Alex Flynn & Associates, S.C., 1223 N. Prospect Avenue, Milwaukee, WI 53202.

7. With respect to the payment referred to in ¶ 6, the parties acknowledge and agree that said payment is in full and final settlement of all damages which Plaintiff has, or could have claimed in this matter, including without limitation compensatory damages, punitive damages, consequential damages, attorney fees, costs, lost profits or other economic damages. Plaintiff and her attorney acknowledge and agree that Plaintiff will be solely responsible for the payment of any state or federal taxes that may be due as a result of the payment herein, and agree to indemnify, defend and hold the Defendants harmless from and against any and all loss, liability, damage, deficiency or claim arising out of the Defendants not making withholdings from this amount for state and federal taxes. Plaintiff further acknowledges and agrees that the sum of Eight Thousand Dollars is the maximum amount the Defendants will pay in this matter, irrespective any tax consequence to Plaintiff.

8. It is expressly understood and agreed between the parties that by entering into this Agreement, the Defendants in no way admit that they violated any federal, state, local statute or ordinance, contractual provision, 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 Defendants. Liability for any and all claims for relief is expressly denied by the Defendants.

9. Plaintiff represents and certifies that she has carefully read this Agreement and fully understands all of the provision and effects of this Settlement Agreement and General Release, and that her attorney has thoroughly discussed all aspects of this Agreement with her; that she is voluntarily entering into this Agreement, and that neither the Defendants nor the Defendants' attorney(s) made any representation concerning the terms or effects of this Agreement other than those contained herein.

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. Should any provision of this Settlement Agreement and General Release be declared or be determined by any court to be illegal, invalid, and/or against public policy, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal and invalid provision or term shall be deemed not to be part of the Agreement.

13. 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.

14. Plaintiff warrants that, other than her attorney, 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 Jeanine Jackson has the sole right and exclusive authority to execute this Agreement and to receive the consideration hereunder; and that, other than any agreement she may have with her attorney, she 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 General Release.

Plaintiff

Dated: _____

Jeanine Jackson

Dated: _____

Alex Flynn
Alex Flynn & Associates, S.C.
Attorney for Plaintiff

Defendants

Dated: _____

Grant F. Langley, City Attorney
Robin A. Pederson, Assistant City Attorney
Attorneys for Defendants

Exhibit 1

..Number

140484

..Version

ORIGINAL

..Reference

..Sponsor

THE CHAIR

..Title

Resolution to approve the settlement agreement in the matter of *Jeanine Jackson v. City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and John Doe*, United States District Court for the Eastern District of Wisconsin, Case Number 12-CV-490...Analysis

This resolution authorizes settlement of litigation pending in the United States District Court for the Eastern District of Wisconsin, *Jeanine Jackson v. City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and John Doe*, Case Number 12-CV-490 in the amount of Eight Thousand and no/100 Dollars (\$20,000) for all damages of any nature, including compensatory, punitive and consequential damages, lost profits or other economic damages, attorneys fees and costs, and any other claim for damages that could be brought concerning the subject matter of the litigation.

..Body

Whereas, Jeanine Jackson filed suit against the City of Milwaukee, Gary Cherone, Adam Freund, Jason Mucha, and a John Doe in United States District Court for the Eastern District of Wisconsin, alleging that the Defendants had violated her civil rights in relation to the actions of Milwaukee police officers at the scene of a repossession of a motor vehicle from her by a private actor on or about May 19, 2009; and

Whereas, The Defendants answered denying any wrongful conduct; and

Whereas, The parties have agreed to settle this lawsuit in the amount of Eight Thousand and no/100 Dollars (\$8,000.00), for all damages, lost profits or other economic losses, attorney fees, costs, compensatory damages, punitive damages and any other claims for damages of any nature that could have been brought, as set forth in the attached proposed Settlement Agreement; now, therefore, be it

RESOLVED, By the Common Council of the City of Milwaukee, that the City Attorney be and hereby is authorized to execute the attached Settlement Agreement, and such further documents as may be necessary and related thereto; and, be it

FURTHER RESOLVED, By the Common Council of the City of Milwaukee that upon execution of the settlement agreement, in a form approved by the City Attorney, the proper City officers be and hereby are authorized and directed to issue a City check in the amount of \$8,000 to Jeanine Jackson, payable to the trust of her attorney, Alex Flynn, Alex Flynn & Associates; and, be it

FURTHER RESOLVED, That these funds shall be charged to the Damages and Claims Fund, Account No. 0001-1490-S118-006300.

..Requestor
City Attorney
..Drafter
RAP
June 16, 2014

1032-2012-1836:204418