

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

HISPANIC CHAMBER OF COMMERCE)	
OF WISCONSIN, INC.,)	
)	
Plaintiff,)	
)	
AMERICAN INDIAN CHAMBER)	
OF COMMERCE OF WISCONSIN, INC.,)	
)	
Intervenor Plaintiff,)	
)	
v.)	Case No. 12-cv-545
)	
CITY OF MILWAUKEE,)	
)	
Defendant and Third-)	
Party Plaintiff,)	
)	
v.)	
)	
D. WILSON CONSULTING GROUP, LLC, and)	
GEMINI INSURANCE COMPANY,)	
)	
Third Party Defendants.)	

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement and Mutual Releases (“Agreement”) is by and among Plaintiff, Hispanic Chamber of Commerce of Wisconsin, Inc. (“**HCCW**”), Intervenor Plaintiff, American Indian Chamber of Commerce of Wisconsin, Inc. (“**AICCW**”), two non-profit corporations organized and existing under the laws of the State of Wisconsin; Defendant City of Milwaukee (“**City**”), a municipal corporation organized and existing under the laws of the State of Wisconsin; and Third Party Defendants D. Wilson Consulting Group, LLC (“**Wilson**”), a limited liability corporation organized and existing under the laws of the State of Florida, and Gemini Insurance Company (“**Gemini**”), an insurance carrier organized and existing under the laws of the State of Connecticut.

1. Definitions. In this Agreement:

(a) “**Case**” means the action pending in the Eastern District of Wisconsin titled *Hispanic Chamber of Commerce of Wisconsin, et al. v. City of Milwaukee v. D. Wilson Consulting Group, LLC, et al.*, Case No. 12-CV-545.

(b) “**Court**” means the United States District Court for the Eastern District of Wisconsin, Judge Adelman presiding.

(c) The “**Study**” means the disparity study and any and all of its related data, qualitative and quantitative analysis, results, reports, and appendices, conducted by Wilson under contract with the City (Contract No. B0000008430, executed on or about January 16, 2009), summarized in a report authored by Wilson entitled “Disparity Study for the City of Milwaukee” and dated December 20, 2010.

(d) “**HCCW**” means the Hispanic Chamber of Commerce of Wisconsin, Inc., including all of its employees, officers, volunteers, representatives, attorneys and members.

(e) “**AICCW**” means the American Indian Chamber of Commerce of Milwaukee, Inc. including all of its employees, officers, volunteers, representatives, attorneys and members.

(f) “**City**” means the City of Milwaukee, including all of its employees, representatives, attorneys, departments, offices, divisions, sections, Boards, Board members, committees, Common Council, other councils, legislative bodies and all members or representatives thereof.

(g) “**Wilson**” means D. Wilson Consulting Group, LLC, including all of its employees, officers, representatives, attorneys, insurers, and subconsultants retained by Wilson who performed any work or services related to the Study.

(h) “**Gemini**” means Gemini Insurance Company, including all of its employees, representatives, agents, attorneys, officers, directors, parent companies, subsidiaries and affiliates.

(i) “**Chapter 370**” means Chapter 370 of City of Milwaukee Code of Ordinances, as enacted by the City and effective on or around January 1, 2012, including any and all sections, subdivisions, provisions or portions thereof.

2. Approval. This agreement is subject to approval by the Common Council of the City. It shall be deemed null and void, and will have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved. Approval by the Common Council means that the Council has passed a resolution authorizing this settlement and that said resolution is no longer subject to mayoral veto. The parties expressly acknowledge and understand that the City Attorney must have Common Council approval to sign and execute this agreement. By signing this Agreement, the City Attorney’s office represents that it has received Common Council approval to execute this Agreement, and once executed, this Agreement is binding on the City.

3. Chapter 370. Related to Chapter 370, the parties, including the City, stipulate and affirm as follows:

(a) On February 18, 2013, the City of Milwaukee suspended enforcement of the race- and gender-based participation provisions of Chapter 370, specifically, 370-15(1)(a) and (b); 370-15(2)(a) and (b); and 370-21(1) and (2).

(b) The suspension of Ordinances 370-15(1)(a) and (b); 370-15(2)(a) and (b); and 370-21(1) and (2) will remain in place until the City repeals those provisions from the City Code of Ordinances.

(c) The City will repeal Ordinances 370-15(1)(a) and (b); 370-15(2)(a) and (b); and 370-21(1) and (2) from the City Code of Ordinances within a reasonable time period after the execution of this Agreement.

(d) The City will not enact any new race- or gender-based contract preference goals based upon the Study.

4. Payment of Fees and Costs. Wilson and/or its insurance carrier agree to ensure that the following payments be made to the below entities as indicated within twenty-one (21) days from the date of this Agreement's execution:

(a) Payment of \$92,500 to Michael Best & Friedrich, LLP Client Trust Account for the benefit of HCCW.

(b) Payment of \$22,500 to Godfrey & Kahn, S.C. Client Trust Account for the benefit of AICCW.

(c) Payment of \$175,000 to the City of Milwaukee.

5. Mutual Releases. In consideration of the covenants, promises, payments, settlements and other agreements set forth herein, the sufficiency of which is expressly agreed to by the parties hereto,

(a) all parties hereby forever and irrevocably dismiss, release, discharge and waive any and all claims, suits, demands, causes of action, whether in law, in equity or otherwise, costs, damages, fees or expenses against each other arising out of or relating to the claims brought by the AICCW and HCCW in this Case; and

(b) the City agrees to hereby forever and irrevocably dismiss, release, discharge and waive any and all claims, suits, demands, causes of action, whether in law, in equity or otherwise, costs, damages, fees or expenses against Wilson and/or Gemini arising out of or related to future legislative actions regarding Chapter 370 by the City.

6. Stipulation for Dismissal. No later than thirty (30) days after the execution of this Agreement, the parties shall (a) enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court. The parties shall not, however, be required to comply with the obligations set forth in this Paragraph unless and until full payment is made in accordance with Paragraph 4 above.

7. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

8. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

9. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) no one party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute.

10. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. 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.

11. No Assignment or Transfer. All parties represent and warrant that each party has not assigned or transferred and will not assign or transfer to another party any of the claims in the Case.

12. Entire Agreement. 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 the settlement of the Case.

13. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement or litigating a breach of this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

14. No Admissions of Liability. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to the Plaintiffs for any of the claims asserted in the Case. Likewise, by entering into this Agreement, Wilson and Gemini do not admit any liability to the Plaintiffs or the City for any of the claims asserted in the Case. Any payments made under this Agreement shall not be construed as an admission of any liability.

15. Authorization to Sign Agreement. Each person signing this Agreement on behalf of each Party represents and warrants that such 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.

16. Reading of Agreement. Each person signing this Agreement acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, and that the person freely and voluntarily signs this Agreement.

<p>HISPANIC CHAMBER OF COMMERCE OF WISCONSIN, INC.</p> <p>By: Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Ste. 3300 Milwaukee, WI 53202-4108</p> <hr/> <p>Paul E. Benson State Bar ID No. 1001457 Aaron H. Kastens State Bar ID No. 1045209 Jose A. Olivieri State Bar ID No. 1014755</p> <p><i>Attorneys for Plaintiff, Hispanic Chamber of Commerce of Wisconsin</i></p> <p>Date: June __, 2013</p>	<p>AMERICAN INDIAN CHAMBER OF COMMERCE OF WISCONSIN, INC.</p> <p>By: Godfrey & Kahn, S.C. 780 North Water Street Milwaukee, WI 53202</p> <hr/> <p>Matthew T. Kemp State Bar ID No. 1080009 Brian L. Pierson State Bar ID No. 1015527</p> <p><i>Attorneys for Intervenor Plaintiff, Hispanic Chamber of Commerce of Wisconsin</i></p> <p>Date: June __, 2013</p>
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CITY OF MILWAUKEE

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Date: June __, 2013

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Date: June __, 2013

**GEMINI INSURANCE
COMPANY**

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Jeffrey A. Goldwater

*Attorney for Third Party Defendant
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Date: June __, 2013