

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN

NATHAN M. POKE,

Plaintiff,

v.

Case No. 19-CV-33

CITY OF LA CROSSE, WISCONSIN and
RON TISCHER,

Defendants.

FULL SETTLEMENT AND UNQUALIFIED RELEASE OF ALL CLAIMS

Parties to Full Settlement and Final Release of All Claims

1. In this Full Settlement and Unqualified Release of All Claims, Nathan M. Poke is hereinafter referred to as “Poke.”
2. In this Full Settlement and Unqualified Release of All Claims, the City of La Crosse, Wisconsin and Ron Tischer are hereinafter referred to as the “Released Parties.”
3. In this Full Settlement and Unqualified Release of All Claims, Poke and the Released Parties are collectively hereinafter referred as the “Parties.”

Intent of Agreement

4. Poke freely and voluntarily enters into this Full Settlement and Unqualified Release of All Claims hereinafter referred to as the “Agreement.” In executing this Agreement, Poke agrees this Agreement clearly evidences his intent to fully and finally resolve all claims and causes of action, known, unknown, past, and future in any associated with or related to the allegations contained in Case No. 19-CV-33 filed in the United States District for the Western District of Wisconsin.

Consideration for Agreement

5. In consideration for the payment of Eighty-Three Thousand and 00/100 Dollars (\$83,000.00), which is hereinafter referred to as “Consideration,” Poke agrees to be bound by all the “Terms” set forth in paragraphs 7 through 28 of this Agreement.

6. The Consideration referred to in paragraph 5 of this Agreement represents the payment to Poke for a full and final resolution of all claims against the Released Parties for general damages for personal injuries, attorneys’ fees, and costs.

Terms of the Agreement

7. Paragraphs 7 through 28 of this Agreement are hereinafter referred to as the “Terms” of the Agreement.

8. Poke agrees the Consideration set forth in paragraph 5 of this Agreement is sole consideration for the execution of this Agreement. Further, Poke agrees the Consideration set forth in paragraph 5 of this Agreement is legally sufficient to support the Agreement.

9. Poke has agreed the Consideration paid for this Agreement is received not only as full and final resolution of all known and unknown injuries and damages, but is also received as full and final resolution of all future injuries and damages attributable to alleged wrongful acts that have occurred prior to the date of this Agreement. Poke has acknowledged the extent of any such future injuries and/or damages is presently unknown, but it is understood that any such future injuries and/or damages may result in injuries and damages different.

10. Payment of the Consideration shall be in the form of a check made payable to the Jeff Scott Olson Law Firm, S. C. Trust Account, Tax I.D. No. 39-1950272. The 1099 Form shall reflect payment to “the Jeff Scott Olson Law Firm, S. C., Tax I.D. No. 39-1950272.”

11. Consideration shall be paid by the City of La Crosse or its insurer within fourteen (14) calendar days of approval of this Agreement by the City of La Crosse Common Council, the

execution of this Agreement by Poke, and the transmittal of the executed Agreement to counsel for the Released Parties. If payment of any portion is not made when due, said unpaid portion shall bear interest at the rate of 1% per week.

12. The execution of this Agreement fully extinguishes all claims and causes of action and employment with the City of La Crosse, Wisconsin whether known, unknown, against the Released Parties, including but not limited to those under: Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States, 42 U.S.C. §§ 1981 and 1983, the Americans with Disabilities Act, the Age Discrimination in Employment Act, all claims in equity, and all state law tort claims, including but not limited to defamation, infliction of emotional distress, tortious interference with contract. This Agreement also fully extinguishes all claims and causes of action against any parent corporations, subsidiaries, insurers, predecessors, successors, officers, directors, agents, or employees of the Released Parties.

13. The execution of this Agreement fully extinguishes all damages attributable to alleged wrongful acts that have occurred prior to the date of this Agreement whether known, unknown, past, and/or future against the Released Parties, including but not limited to those for: compensatory damages, punitive damages, statutory damages, attorney's fees, and costs. This Agreement also fully extinguishes all damages against any parent corporations, subsidiaries, insurers, predecessors, successors, officers, directors, agents, or employees of the Released Parties.

14. The execution of this Agreement also fully extinguishes all claims or causes of action under the Wisconsin Uniform Marital Property Act.

15. Poke has stipulated and agreed this Agreement is a compromise of disputed claims and the settlement of this lawsuit and the payment of Consideration is not to be construed as an admission of liability or fault by the Released Parties. Poke has recognized the Released Parties deny they are liable for the claimed injuries and damages. Neither the Consideration nor the

manner in which the Consideration is characterized in this Agreement is intended to represent an admission of liability or fault on the part of the Released Parties.

16. Poke represents that no portion of his claims has been assigned to another person or entity, and no other person or entity has any legal right to pursue his claims or share in the proceeds of the settlement.

17. Poke agrees to indemnify the Released Parties for any money they have to pay to any other person or entity asserting any claim based upon subrogation, derivation, or assignment attributable to alleged wrongful acts that have occurred prior to the date of this Agreement. Poke agrees to indemnify the Released Parties for any expenses incurred in defending such claims. Poke agrees to indemnify and hold harmless the Released Parties against any other claims, obligations, actions, causes of action, liens, or demands for payment sounding in subrogation, derivation, or assignment which may be made related to Poke's claims in this matter.

18. Poke represents there are no claims, liens, or rights to recover by an insurer, medical provider, person, or entity. Poke represents he is not aware of any possible claims, liens, or rights of recovery by an insurer, medical provider, person, or entity. Poke agrees to protect the interests of Medicare or Medicaid, if any such interests exist. Poke also agrees to protect the interests of any governmental entity, insurer, medical provider, person, or corporation and will set aside funds sufficient to protect such entities' past, present, and future interests, including applying for and receiving approval of a Medicare Set-Aside from the Center for Medicare and Medicaid Services as necessary. Poke acknowledges and agrees to abide by all regulations and statutes governing Medicare Set-Asides.

19. Poke understands and agrees this settlement is conditioned upon payments being reimbursed to lienholders or subrogated parties, if applicable, and he agrees to reimburse any past, present, and future payment to such entities. If a lien or reimbursement right is asserted against

the settlement proceeds or against the Released Parties, Poke agrees to pay and satisfy such lien or reimbursement right, to obtain a release of the Released Parties, and to indemnify and hold harmless the Released Parties from any costs, expenses, actual attorney fees, claims, actions, judgments, penalties, or settlements resulting from the assertion or enforcement of any such lien or reimbursement right.

20. Poke understands that after he executes this Agreement he will have no right to make a claim against the Released Parties, for more money or relief even if he later becomes dissatisfied with the terms of this Agreement for any reason.

21. Poke represents and warrants no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement. Poke asserts he has the sole right and exclusive authority to execute this Agreement and receive the Consideration specified in it. Poke warrants he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement.

22. Poke represents he has relied upon the advice of his attorney, who is the attorney of his own choice, concerning the legal and income tax consequences of this Agreement; that the terms of this Agreement have been completely read and explained to him by his attorney(s); and that the terms of this Agreement are fully understood and voluntarily accepted by him. With full knowledge and understanding of the contents of this Agreement, Poke voluntarily enters into this Agreement and does so without having relied on any statement or representation by the Released Parties, their representatives, or anyone retained by them.

23. The parties agree they have had a full and fair opportunity to review and revise the language of this Agreement and the language is deemed to be the language chosen by all parties to express their mutual intent. In the event of any dispute arising between the Parties in connection

with this Agreement, it is the intent of the parties that no party shall be entitled to have any wording of this Agreement construed either in favor of or against any other party based on the fact that such party is alleged to have been the drafter of the wording of this Agreement.

24. Any questions concerning this Agreement shall be determined and governed by the terms of this Agreement and the law of the State of Wisconsin. The parties will execute a Stipulation for Dismissal with Prejudice and Without Costs of Case No. 19-CV-33 in the United States District Court for the Western District of Wisconsin.

25. If any provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, the provision shall be deemed severed and deleted. Neither the inclusion of such provision nor its severance and deletion shall affect the validity of the remaining provisions of this Agreement.

26. This Agreement contains the entire agreement between the parties, and the terms of this Agreement are contractual and not a mere recital.

27. This Agreement is the full and final agreement among the parties. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral, except the Separation Agreement executed in August of 2016. Each of the parties acknowledges no other party, nor any agent or attorney of any party, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter of this Agreement to induce that party to execute this instrument, and acknowledge they have not executed this instrument in reliance on any such promise, representation, or warranty not contained in this writing. No modification of this Agreement shall be binding on any party unless that modification has been agreed to in writing, is signed by each party, and is specifically identified as an amendment to this Agreement.

28. This Agreement shall become effective immediately upon execution.

Acknowledgements

By his signature below, Poke agrees and states he has read this Agreement, has had the opportunity to discuss it with his attorney(s), and understands it is a full and complete compromise and full settlement of all claims for which he has been fully compensated



Nathan M. Poke

Subscribed and sworn to before me
this 3 day of April, 2020

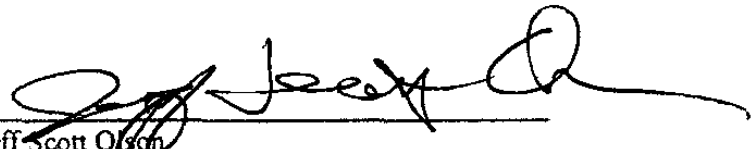


Notary Public, State of Wisconsin Kenosha
My commission expires: 1/31/2025

Consent of Attorney

As attorney for Nathan M. Poke, I have reviewed the terms of this Full Settlement and Final Release of All Claims with Nathan M. Poke I consent to this settlement as required by Wis Stat. § 757.38

Dated this 3rd day of April, 2020



Jeff Scott Olson
State Bar No. 1016284
Attorney for Nathan M. Poke

Dated this _____ day of April, 2020

City of La Crosse