

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Anthony Clark (“Mr. Clark”) and the City of La Crosse.

Mr. Clark filed suit against the City of La Crosse in the United States District Court for the Western District of Wisconsin, Case No. 16-CV-139. The City of La Crosse denies the allegations made by Mr. Clark in his Complaint.

Mr. Clark and the City of La Crosse desire to resolve all matters between them without needing to expend further effort or money and without admitting that any unlawful or improper actions occurred.

Mr. Clark and the City of La Crosse enter this Agreement and intend that it, along with the Release attached and incorporated hereto, shall embody all of the terms and conditions of their settlement and shall constitute the complete agreement between them.

In consideration of the promises contained herein, Mr. Clark and the City of La Crosse agree to the following:

1. Settlement drafts issued from Wisconsin Municipal Mutual Insurance Company (“WMMIC”) shall be made payable to Anthony Clark for \$25,000.00 and to O’Flaherty, Heim Egan & Birnbaum, Ltd for \$25,000.00.
2. The settlement payments are allocated as follows: \$25,000.00 for Mr. Clark’s alleged non-economic damages and \$25,000.00 for legal fees and costs. No portion of the settlement payment is allocated to past or future wages or benefits, though all such claims are released by Mr. Clark by the attached Release.
3. The City of La Crosse will remove and purge all discipline records against Mr. Clark.
4. Mr. Clark will not appeal the denial of his application for duty disability benefits.
5. Mr. Clark agrees that he shall not reapply for employment with the City of La Crosse nor any of its agencies or departments including, but not limited to, the Police Department.
6. Mr. Clark shall sign the attached Release which is incorporated by reference into this Agreement, and this Agreement will only become effective if Mr. Clark executes said Release.
7. Mr. Clark and the City of La Crosse shall take appropriate measures to dismiss Case No. 16-CV-139, on the merits, with prejudice and without costs.

8. Neither Mr. Clark nor the City of La Crosse shall initiate any contact with any news media representative about the settlement of these claims and, if questioned about the status of the case shall not make comment other than to state that a settlement has occurred.
9. The fact that the case has settled is not an admission by the City of La Crosse of any unlawful, harassing, or discriminatory conduct with regard to Mr. Clark or any other person. The City of La Crosse, as set forth in the attached Release, specifically and completely denies those claims.
10. Mr. Clark represents and warrants that he has not assigned, encumbered or transferred any claim or claims which he may have against any of the Released Parties (as defined in the attached Release) and that he has no knowledge of any other person or organization who has a claim against any of the Released Parties directly or by rights of subrogation. Mr. Clark agrees to indemnify and hold harmless the Released Parties from any obligation, liability, claim or expense resulting from a breach of this warranty and representation.
11. Should any provision of this Agreement be held invalid or unenforceable, this shall not affect the enforceability of the remaining provisions of this Agreement.
12. This Agreement (together with the attached Release) contains the entire understanding between Mr. Clark and the Released Parties relating to the settlement of the claims made by Mr. Clark and is agreed to by Mr. Clark without reliance on any statement, representation, promise or inducement, except as expressly stated in this Agreement and the attached Release. Mr. Clark is relying on his independent judgment, knowledge and belief and upon the advice of his attorneys as to all phases of his claims and as to the terms of this Agreement and the attached Release.
13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
14. Mr. Clark acknowledges that he has read this Agreement, that he has thoroughly and completely reviewed the agreement with his attorneys, and he understands its contents and agrees to its terms and conditions of his own free will for the purpose of making a full and final settlement of all past, present or future claims described in this Agreement and the attached Release.
15. O'Flaherty, Heim Egan & Birnbaum, Ltd, attorneys for Mr. Clark, sign this Agreement to indicate their consent to the settlement under Wis. Stats. §757.38, to approve the form and content of this Agreement and the attached Release and to release their attorney lien.

16. This Agreement and the attached Release are binding upon Mr. Clark and the City of La Crosse and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

Date

ANTHONY R. CLARK

O'FLAHERTY, HEIM, EGAN
& BIRNBAUM, LTD.

Date

JAMES G. BIRNBAUM
Attorneys for Plaintiff, Anthony R. Clark

CITY OF LA CROSSE

Date

By: _____
TIM KABAT
Mayor

RELEASE

For good and valuable consideration described in the attached Settlement Agreement, the receipt and sufficiency of which is acknowledged, Anthony Clark individually and on behalf of himself, his heirs, successors and assigns and his attorneys, (collectively referred to as the “Releasing Parties”), release and forever discharge the City of La Crosse, the City of La Crosse’s insurer, Wisconsin Municipal Mutual Insurance Company, and all past and current City of La Crosse officials, officers, employees, agents, servants, representatives, insurers, successors, and assigns (collectively referred to as the “Released Parties”) from any and all causes of action, claims, damages and liability of any kind or character whatsoever, whether known or unknown, past or future, and he had in the past, now has or may in the future have against any of the Released Parties relating in any way to Mr. Clark’s employment at the City of La Crosse.

The released claims include all claims that were or could have been alleged in Mr. Clark’s Complaints against the City of La Crosse with the Wisconsin Equal Rights Division, Equal Employment Opportunity Commission or in the Complaint filed in the United States District Court for the Western District of Wisconsin, Case No. 16-CV-139. The released claims specifically include, but are not limited to, all past, present and future claims of lost wages, lost benefits, punitive damages, emotional distress, post-traumatic stress disorder, irritable bowel syndrome or any physical, emotional, psychological or mental health condition of any kind or nature, costs, attorneys’ fees or any other type of damages or compensation.

It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages arising out of the incidents subject to this Release. The extent of any future

injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.

This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. Anthony Clark agrees to indemnify the parties released from any claims arising out of the Wisconsin Uniform Marital Property Act, including any expenses incurred in the defense of such claims.

Mr. Clark acknowledges that the consideration exchanged is paid in compromise and settlement of disputed claims, and that payment thereof shall not be construed as an admission of any liability whatsoever by any of the Released Parties by whom liability is expressly denied.

I, Anthony Clark, acknowledge that I have read this Release and have consulted with my attorneys regarding this Release and am signing this Release voluntarily.

Date

ANTHONY R. CLARK

O'FLAHERTY, HEIM, EGAN
& BIRNBAUM, LTD.

Date

JAMES G. BIRNBAUM
Attorneys for Plaintiff, Anthony R. Clark