

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

Sterling D. Brown,
Plaintiff,

v.

Civil Action No. 2:18-cv-922

City of Milwaukee, et al.
Defendants.

SETTLEMENT AGREEMENT

The City of Milwaukee by the Mayor and Common Council, the individual capacity defendants, and Sterling D. Brown, having considered all issues and having engaged in good faith negotiations, hereby agree as follows:

1. Defendant City of Milwaukee, on its own behalf, will issue a joint statement (Exhibit A) between itself and Mr. Brown in conjunction with this Settlement Agreement expressing their shared perspectives on issues related to this matter and the obligations that will be met to resolve this litigation.
2. Among those obligations, defendant City of Milwaukee shall prepare the proposed revised policies detailed in Exhibit B – which, among other things, implement Milwaukee Police Department’s (“MPD”) embrace of a policy of anti-racism – for final action by the Fire and Police Commission (“FPC”). Additionally, the City and MPD are preparing and shall propose to FPC a discipline matrix that will ensure meaningful, certain, and reasonable consequences for violations of these new, as well as existing, MPD Standard Operating Procedures. These revised policies, including the discipline matrix, will be implemented through procedures that conform with the requirements of Wisconsin State law.
3. The proposed revised policies detailed in Exhibit B will be submitted to the FPC for final approval within sixty days of final execution of this Agreement. Defendant City of Milwaukee, with the City Attorney as appropriate, shall recommend that the FPC enact the proposed revised policies described herein. If the FPC does not enact any of the proposed revised policies prepared pursuant to this paragraph, the Parties and the Executive Director of the FPC shall meet and confer with each other to prepare another revision to the proposed revised policies for submission to the FPC for enactment.

4. The obligations undertaken herein shall sunset three years after final execution of this agreement.
5. The City of Milwaukee will promptly pay \$750,000.00 for compensatory damages, attorney's fees, and costs with the settlement check made payable to the Gingras, Thomsen & Wachs, LLP Client Trust Account.
6. Upon execution and the filing of this Settlement Agreement, the Parties consent to a dismissal of this matter, with prejudice and without further costs, and the Parties also consent to this Court's subsequent jurisdiction to enforce the terms of this Settlement Agreement.
7. Nothing in this settlement agreement shall be construed as an admission of liability by, or in a manner that would affect the employment with MPD of, the individual capacity defendants.
8. This release fully extinguishes all claims and causes of action, including but not limited to those for: compensatory damages; loss of society, companionship and consortium; punitive damages; hedonic damages; costs and fees, including attorneys' fees; statutory damage awards; and liability based upon indemnification claims. In making this release, all rights to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages will be paid.
9. This Settlement Agreement and Release shall in all respects be interpreted, enforced, and governed under the laws of the State of Wisconsin.
10. Should any specific provision or provisions of this Settlement Agreement and Release be declared or be determined by any court to be illegal, invalid, and/or against public policy, the validity of all 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.
11. This entire agreement is subject to approval by the Milwaukee Common Council and the Mayor.

Date

City Attorney Tearman Spencer
Counsel for All Defendants

Date

Attorney Mark L. Thomsen
Gingras, Thomsen, and Wachs, LLP
Counsel for Plaintiff Sterling D. Brown