

RECEIVED

SEP 29 2025

WEST ALLIS
CITY ATTORNEY

CLAIMANT CONTACT INFORMATION



Name: Sixt Rent A Car, LLC.
Address: P.O. Box 8188 Fort Lauderdale
FL 33310

Phone: (+1) 888 749 8555
Email: liabilityclaims-usa@sixt.com

INSTRUCTIONS

Complete this form, print and sign it, and serve a hard copy upon the West Allis City Clerk. If you have questions about how to fill out this form, please contact a private attorney who can assist you.

NOTICE OF CLAIM

Date of incident: 03/23/2025 Time of day: _____
Location: Madison, WI

Describe the circumstances of your claim here. You may attach additional sheets or exhibits. Some helpful information may be the police report, pictures of the incident or damage, a diagram of the location, a list of injuries, a list of property damage, names and contact information for witnesses to the incident, and any other information relevant to the circumstances.

An investigation concluded that on March 23, 2025, a Sixt Rent A Car customer driving Sixt vehicle, WA-C30819X - 2024 JEEP COMPASS - Silver - C4NJDDN5RT145020, was wrongfully stopped at Madison, WI, with a false felony. Our customer was pulled over by 8 police officers of West Allis PD, including police officer Daniel Floy who handled the case, at gunpoint stating the vehicle was involved in a robbery, causing personal injury and distress to our customer driving the Sixt vehicle at that time.

Upon further investigation, it was discovered that on March 22, 2025, when the vehicle was on rent with a different customer from a previous rental, Police Officer Nicholas Zaragoza, of Milwaukee Police Department Special Investigations Division Fugitive Apprehension Unit 414-935-7411 Police Department was investigating Case: C2503210062.

As part of our general liability process and Standards, Sixt had to compensate the valuable customer for the unnecessary distress and experience caused in scope of enjoying the services provided by Sixt Rent A Car.

You as the handling law enforcement on duty are held liable for the general liability compensation made to the customer for unnecessary personal injury and distress. Sixt Rent A Car, LLC. is not liable for personal distress and injury. Sixt Rent A Car, LLC. made the compensation to settle the distress in a timely manner. At this time, Sixt Rent A Car, LLC. is holding West Allis PD liable for the customers personal injury and distress and subrogating City of West Allis for the compensation paid out by Sixt due to wrong handling of the false arrest by West Allis PD. Please see attached the itemized charges for the payments made by Sixt, to the customer.

Check one:

- ☒ I am seeking damages at this time (complete Claim Amount section below)
☐ I am submitting this notice without a claim for damages. This claim is not complete and will not be processed until I submit a claim for damages on a later date.

Signed: _____

Date: 9/19/25

CLAIM AMOUNT

To complete this claim, attach an itemized statement of damages sought. If any damages are for repair to property, include at least 2 estimates for repairs.

The total amount sought is: \$ 13,507.07

SAVE

PRINT



City of West Allis
ATTN: CLAIMS
7525 W. Greenfield Ave. West Allis, WI 53214

9/19/2025

Dear City of West Allis

An investigation concluded that on **March 23, 2025**, a Sixt Rent A Car customer driving Sixt vehicle, **WA-C30819X - 2024 JEEP COMPASS – Silver - C4NJDDN5RT145020**, was wrongfully stopped at Madison, WI, with a false felony.

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Item	Charge Description	Amount
Rental Invoice (RA 9600091240)	Total Cost of Rental paid by Renter at the time of vehicle checkout	\$418.07
Rental Invoice Refund (Final Invoice_ Final Amount)	Final Invoice showing Rent paid 0.00 USD. Charge refunded to Customer	\$0.00
Sixt Vehicle Recovery Towing (NSD INV 5875853)	One Way Tow to recover Sixt vehicle abandoned due to wrongful arrest	\$589.00
Liability Compensation Kathy M. Lewis (Remittance Reference 14535223)	Liability Compensation Kathy M. Lewis (Remittance Reference 14535223)	\$7,500
Liability Compensation Graham Lewis Sisson (Remittance Reference 145443)	Liability Compensation Graham Lewis Sisson (Remittance Reference 145443)	\$5,000
	Total:	\$13,507.07

This invoice is due immediately and payable to:

Sixt Rent A Car, LLC.
P.O. Box 8188
Fort Lauderdale, FL 33310



Settlement Instructions for the receipt of domestic payments into our account:

Bank: JPMorgan Chase Bank, N.A.
4 New York Plaza, Floor 13
New York, NY, 10004
ABA: 021000021 (Wires and ACH)

Payment of this invoice must be made within 60 days of receipt. Failure to make payment within 60 days will result in a lawsuit being filed against you. Questions relating to this claim should be directed to liabilityclaims-usa@sixt.com.

Sincerely,

X

A handwritten signature in black ink, appearing to read "Nicholas Go", written over a horizontal line.

Nicholas Go
Director of Liability

Sixt Rent A Car, LLC.
Attn: Liability Claims
P.O. Box 8188
Fort Lauderdale, FL 33310

Phone: (+1) 888 749 8555
Fax: (+1) 888 365 1244
Email: liabilityclaims-usa@sixt.com
Business Hours: Monday-Friday, 9:00 am – 5:00 pm

EVAN C. GOYKE
City Attorney

MARY L. SCHANNING
ROBIN A. PEDERSON
NAOMI E. SANDERS
JULIE P. WILSON
Deputy City Attorneys


**CITY OF
MILWAUKEE**
Office of the City Attorney

Milwaukee City Hall Suite 800 • 200 East Wells Street • Milwaukee, Wisconsin 53202-3551
Telephone: 414.286.2601 • TDD: 414.286.2025 • Fax: 414.286.8550

August 19, 2025

Sixt Rent A Car
c/o Nicholas Go
1501 NW 49th Street
Fort Lauderdale, FL 33309


RE: C.I. File No.1032-2025-864
Communication from SIXT RENT A CAR

Dear Mr. Go:

We are in receipt of your subrogation demand regarding an event that occurred on March 23, 2025 involving a Silver 2024 Jeep Compass - rented to Kathy Lewis & Graham Sisson.

Our investigation revealed that Milwaukee Police Department (MPD) was investigating the subject vehicle involved in an Armed Robbery that occurred on March 21, 2025. Further investigation revealed that on March 23, 2025, the subject vehicle was recovered and then cleared. MPD was not involved in conducting the traffic stop, and we recommend you submit your claim to West Allis Police Department. Accordingly, this claim will be placed on file in this office and no further action will be taken.

Very truly yours,


EVAN C. GOYKE
City Attorney


MICHELLE THOMPSON-GRAY
Investigator Adjuster

ECG/MTG/cdr

KATHRYN Z. BLOCK
THOMAS D. MILLER
PETER J. BLOCK
PATRICK J. MCCLAIN
ANDREA J. FOWLER
JOANNA FRACZEK
HANNAH R. JAHN
MEIGHAN M. ANGER
ALEXANDER R. CARSON
GREGORY P. KRUSE
ALEX T. MUELLER
ALEXANDER D. COSSI
KATHERINE A. HEADLEY
SHEILA THOBANI
STACY J. MILLER
JORDAN M. SCHETTLE
THERESA A. MONTAG
ALEXANDER E. FOUNDOS
TRAVIS J. GRESHAM
KYLE W. BAILEY
JOSEPH M. DOBBS
WILLIAM K. HOTCHKISS
CLINT B. MUCHE
TYLER M. HELSEL
ZACHARY A. HATFIELD
MEGHAN C. MCCABE
CYNTHIA HARRIS ORTEGA
OLUWASEUN CHRIS IBITOYE
KEVIN P. TODT
NATHANIEL E. ADAMSON
MATTEO REGINATO
Assistant City Attorneys

1032-2025-864





RENTAL AGREEMENT 9600091240

Time out

23.03.2025 / 10:56 AM
Milwaukee Mitchell Int Airport

Renter/ Driver

Kathy Lewis
NO ADDITIONAL AUTHORIZED
DRIVERS WITHOUT OUR PRIOR
WRITTEN CONSENT



Due in

28.03.2025 / 05:00 PM
Milwaukee Mitchell Int Airport
5300 S Howell Ave, Milwaukee,
WI 53207-6156

Renter/ Invoice Recipient

Res-No.: 9939342595

Description:	Amount:	Single price:	Sum:	
Rental days	1	231.28 USD	231.28 USD	A1
Prepaid fuel / EV charge	1	42.90 USD	42.90 USD	A1
Personal Accident Cov.	6	8.00 USD	48.00 USD	A0
Vehicle License Fee	6	0.95 USD	5.70 USD	A1
Rental Facility Charge	6	0.50 USD	3.00 USD	A1
AP Concession Recovery Fee	11.11 %	36.42 USD	36.42 USD	A1
A1 Rental Car Tax 8.00% + Sales Tax 7.90%			50.77 USD	
A0 Tax exempt				
Sum gross:			418.07 USD	

VEHICLE DETAILS

License plate: WA-C30819X
Model: JEEP COMPASS UTL PET
Mileage: AUT
Parking spot: 28343
Vehicle class: BR-RL-B-7
Fuel level: IFAR
8 / 8

PAYMENT DETAILS

Payment method: MASTERCARD
Card: *****963
Authorization: 23/03/2025 10:48 618.07 USD
Transaction-ID: 50323TZRMHXUIHQSB
Terminal-ID: 47554pp172
Receipt no.: 1530
EMV-Data: 000008000/E800/00000000
0/FE50BCF800/FE50BCA000/1
E0300//901290000230300000
008000E80001/EC4F9A86/40

BOOKING DETAILS

Incl. mileage: all ml incl.

All designated discounts have been included in the stated final price.

We offer for an additional charge the following optional products: Loss Damage Waiver (LDW), Partial Damage Waiver (PDW), Personal Accident Coverage (PAC), Extended Roadside Protection, Supplemental Liability Insurance Select (SLI), and Supplemental Liability Insurance (SLI300) for certain select vehicles. Before deciding whether to purchase any of these products, you may wish to determine whether your personal insurance or credit card affords you coverage during the rental period. The purchase of any of these products is not required to rent the vehicle.

You agree to purchase PAC. You acknowledge receiving the summary of the terms of the PAC policy that is printed on the jacket that holds this Face Page.

You decline to purchase any supplemental liability insurance. You accept primary responsibility for, damage or injury you cause to others or their property.

Authorized Drivers are the only persons permitted to drive the Vehicle. If

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

Download
SIXT App now





you permit anyone other than the Renter or an Additional Driver listed above to drive the Vehicle, or any other person defined as an Authorized Driver on the rental jacket, we will hold you responsible for damage to the Vehicle and for damage to others and their property caused by the unauthorized driver. Damage caused by unauthorized drivers is not covered by Loss Damage Waiver. There is a small fee to add Additional Drivers to this Agreement.

You agree to purchase a full tank of fuel for the Vehicle for the fee shown above. It is not necessary to return the vehicle with a full tank. There will be no credit for unused fuel. If you have an electric Vehicle, you agree to prepay your charging fee and that you can return your vehicle at any charge level above 20% and that you will not be refunded any amount despite the charge level of your Vehicle at return. You further agree, if you return your vehicle below 20%, you will be charged an additional USD 20.00.

You decline to purchase Extended Roadside Protection.

Each time you drive the Vehicle through an automated express/toll lane, the license plate is photographed and we are notified that you used the express/toll lane. We offer Toll Pass, an additional service that permits you to use automated express/toll lanes at a fixed daily price. Certain toll roads do not accept cash. If you do not purchase Toll Pass, to avoid toll violations and associated fines, fees, and taxes (and our administrative fees for processing violations and citations), you must pay all tolls with a personal transponder; use only cash lanes and pay cash (even if you purchased Toll Pass); plan a route to avoid tolls; or consult local authorities for other payment methods.

You decline to purchase Toll Pass. If you use an automated express/toll lane without purchasing Toll Pass, you will pay us our administrative fee of 14.99 USD per usage day, up to a maximum amount of \$90 per rental agreement plus the applicable toll fee for each time you use an automated express/toll lane during your rental according to the terms of Paragraphs 5 and 5a of the Terms and Conditions. This fee will be charged to your credit card account after the close of this rental transaction.

You decline to purchase Personal Property Coverage (PPC).

GEOGRAPHICAL RESTRICTIONS: The Vehicle may only be used in the Contiguous United States (the "Region"). If the vehicle is driven in violation of the territorial restrictions, we will charge you an excess mileage fee of \$0.50 for each mile the vehicle has been driven during the rental. This fee does not limit in any way the total amount or any compensation owed to us under this Agreement. The Vehicle shall not be used in Mexico under any circumstances.

For One-Way Rentals: If you have a reservation for a one way rental to return the Vehicle in a state other than the state of pick-up (as shown on the Face Page), the territorial restrictions described above do not apply. However, you may only use the Vehicle in the continental United States, Ontario British Columbia, Canada.

All vehicles are non-smoking. A USD 400 Cleaning Fee will be assessed for violations to this policy.

The vehicle has the following damage:

Windscreen	Passenger side	stone chip	surface only
Windscreen	Passenger side	stone chip	surface only

The vehicle has the following minor damage:

Side view Mirror	Passenger side	scratch	5-10 cm superficial
Bumper loading strip	middle	scratch	< 5 cm (down to primer)

Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310
United States

reservations-usa@sixt.com
customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

Download
SIXT App now





Bumper, rear	Passenger side	Dent	up to 1 cm (with paint damage)
Bumper, rear	Driver side	scratch	< 5 cm (down to primer)
Wing / Fender, rear	Passenger side	Dent	> 3 cm (without paint damage)

Vehicle Condition: It is your responsibility to inspect the Vehicle for damage before leaving our facility. If you discover damage, return to our office and notify us of the damage.

By signing below, you agree to the Terms and Conditions printed on the rental jacket and to the terms found on this Face Page, which together constitute this Agreement. You acknowledge that you have been given an opportunity to read this Agreement before being asked to sign it, and that all information you have provided is true and correct.

Your signature constitutes your agreement to purchase the optional products described above. Your signature allows us to process credit or debit card vouchers in your name for all amounts due us under this Agreement. You permit us to reserve against your card at the beginning of the rental an amount up to three times the estimated total charges as a deposit, in no event less than USD 200, or the amount listed on the Face Page. For Vehicles in the executive or luxury categories, you authorize us to reserve up to USD 5,000 against your card. We may use your deposit to pay any amounts owed to us under this Agreement. You authorize us to charge your credit/debit card after the rental concludes for all tolls and parking violations and fines or penalties assessed against you, us, or the Vehicle during the rental plus our administrative fee of USD 40.00 for each such charge and to release your rental and credit/debit card information to the charging authorities for processing purposes.

I further acknowledge and consent to the dispute resolution provisions contained in the Terms and Conditions.

WHAT IF YOU FAIL TO PAY A PARKING TICKET? We Will Charge Your Credit Card For Unpaid Parking Tickets You May Incur While The Vehicle Is In Your Possession.

NOTICE ABOUT CHARGES AGAINST YOUR CREDIT CARD FOR UNPAID PARKING TICKETS IF YOU FAIL TO PAY Any forfeitures, costs, or towing and storage charges for nonmoving traffic violations incurred while you are in possession of the rental or leased vehicle, the rental company may pay those sums and CHARGE TO YOUR CREDIT CARD the amount paid for the forfeitures, costs, or charges plus an administrative fee of not more than \$30.

Driver Signature

Accident or Breakdown Hotline: 1-888-749-8543

You want to extend your current rental period or get an overview of your previous rents? Then register or log in at www.sixt.com/mysixt, your online customer portal.

Internet: www.sixt.com

E-Mail: service@sixt.com

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Fort Lauderdale, FL 33310
United States

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customerservice-usa@sixt.com
Call: 1 888 749 8227
Fax: 1 888 722 2980
www.sixt.com

Check or Money order
Sixt Rent a Car, LLC
P.O. Box 8188
Fort Lauderdale, FL 33310

Download
SIXT App now





Call: +1(888)749-8227, Fax: +1(888)722-2980

Thank you for choosing Sixt. Have a pleasant journey!

23.03.2025 15:56:28

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Fort Lauderdale, FL 33310
United States

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Fort Lauderdale, FL 33310

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P.O. Box 8188
Fort Lauderdale, FL 33310
United States

0000000000/US/C/EB

I N V O I C E (C O P Y)

Document: 9600091240/00/M/00/N

Company/Mr/Ms

LEWIS

KATHY

81 GIBBS AVE APT 2

NEWPORT RI 028402216

03/26/2025

Cust.: 9699676 VAT no. NA

Drivers name: LEWIS KATHY

Registration No: 0030001001 WA-C30819X

JEEP COMPASS UTL PET AUT

Group: IFAR USW8U000 STANDARD WEB

Order no:

Second Order :

Third Order:

Costc. Cu.:

Payment : EC *****963

Res No. 9939342595

Vcr: NA

Time out:	03/23/2025 / 10:56	ml:	28343	City:	Milwaukee Mitchell I
Time in :	03/26/2025 / 08:26	ml:	28483	City:	Milwaukee Mitchell I
		NUMBER		SINGLE PRICE	
Rental days	3	1 x	135.75	135.75	USD A1
Mls inclusive		140			
Prepaid fuel / EV charge		1 x	42.90	42.90	USD A1
Personal Acciden		3 x	8.00	24.00	USD A0
Vehicle License		3 x	0.95	2.85	USD A1
Rental Facility Charge		3 x	0.50	1.50	USD A1
AP Concession Recovery Fee	11.11 %			22.83	USD A1
Discount	0.00 %			229.83-	USD
Subtotal				0.00	USD
A0 Tax exempt					
A1 Sales Tax 7,90% + Rental Car Tax 8,00%					
Total				0.00	USD
Final amount				0.00	USD

24/7Roadside Assist.Hotline included

Thank you for booking Sixt !

The service has been rendered between check out date and check in date.

This amount has been charged to your MasterCard account.

This is not a payment request. This is the invoice for your records.

E-Mail: customerservice-usa@sixt.com

Branch	Date	Time	mls/out	mls/in	mls	Plate	CO2	GLP*
Milwaukee	26.03.25	08:26	28343	28483	140	WA-C30819X		35630




Kreditor
Buchungskreis

281017762
S088

Name
Ort

Kathy M. Lewis
NEW PORT

Kathy M. Lewis

	St	ZW	RefSchlK_1	Referenz	Fa	Ar	ZSp	Pe	Belegdatum	St	Gegenkonto	S/H	Betr. in HW	Wahrg
<input type="checkbox"/>		R	14535223	14535223		KR	U	4	10.04.2025	U0	49400	H	7.500,00-	USD
*													7.500,00-	
** Konto 81017762													7.500,00-	

**CONFIDENTIAL SETTLEMENT AGREEMENT,
MUTUAL RELEASE AND ASSIGNMENT**

This Confidential Settlement Agreement and Mutual Release (the "Agreement") is entered into between Sixt Rent a Car, LLC, together with any and all affiliated companies ("Sixt"), on the one hand, and Kathy Lewis ("Lewis"), on the other hand, as of the date of the last Party to sign the Agreement (the "Effective Date"). Collectively, Sixt and Lewis are referred to herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, Lewis rented a vehicle from Sixt at Mitchell International Airport in Milwaukee, Wisconsin, on or about March 23, 2025, and

WHEREAS, unbeknownst to the Parties, the vehicle in question had allegedly been used by a prior renter to commit a felony, after which it was returned to Sixt without notice of those events, and

WHEREAS, the Milwaukee Police Department subsequently placed a "felony hold" on the vehicle license plate number without informing the Parties, and also without determining the current status and whereabouts of the vehicle as of the time it was being rented to Lewis, and

WHEREAS, Lewis was thereafter pulled over by the West Allis (Wisconsin) Police Department pursuant to the felony hold that had been placed by the Milwaukee Police Department, and

WHEREAS, prior to realizing the error, the West Allis Police Department put Lewis through an ordeal involving potential apprehension and arrest, and

WHEREAS, the Parties wish to resolve any claims and disputes that might otherwise exist between them relative to the unfortunate circumstances just mentioned, and have therefore come to an agreement to do so as set forth below, and

WHEREAS, The Parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and intending to be legally bound, the Parties agree as follows:

SETTLEMENT AND MUTUAL RELEASE

1. **Payment of specific sum.**

(a) In consideration of the Releases and other valuable consideration agreed upon herein, Sixt shall pay Lewis the sum of Seven Thousand Five Hundred and no/100's Dollars (\$7,500.00).

(b) The check for the payment referenced in this Section of the Agreement shall be made payable to "Kathy Lewis" and shall be issued within 21 days of the Effective Date of this Settlement Agreement.

2. **Mutual Releases.**

(a) **Releases by Lewis.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Lewis, for herself, her successors, assigns, attorneys and agents, hereby releases, acquits, and forever discharges Sixt and any of Sixt's parent companies, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(b) **Release by Sixt.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sixt, for itself and its parent companies, subsidiaries, affiliated entities, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents, hereby releases, acquits, and forever discharges Lewis, for themselves, successors, assigns, attorneys and agents, from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(c) Each Party agrees not to institute any action, proceeding, or arbitration against any other Party to this Agreement based upon any claims, obligations, and liabilities released and discharged in subparagraphs 2(a) and (b) above.

3. **Representations and Warranties.** The Parties warrant and represent to each other that no other person or entity has, or has had at any time in the past, any interest in any claims which might have been asserted, and each Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration specified in it, and that each Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, or obligations referenced in this Agreement. In making this representation the parties agree to indemnify each other for any payment that they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in the incidents referred to in

the underlying Litigation, including any claims based on subrogation, derivation or assignment. Also, the parties will indemnify each other for any expenses incurred in defending such claims.

4. **Opportunity to Consult with Counsel.** The Parties represent that they have each had the opportunity to consult with legal, financial, and other professional advisors as they have deemed appropriate in connection with the consideration, execution, and delivery of this Agreement. Each Party represents that they and their representatives have read the Agreement carefully and understand all of its terms.
5. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent.
6. **Future Actions.** The Parties agree to cooperate fully to execute and deliver any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
7. **No Acknowledgement of Fault.** It is expressly understood and agreed that this Agreement constitutes a compromise and settlement of disputed claims. By entering into this Agreement, none of the Parties admits liability for any claims that have or could have been asserted by any Party, and all Parties expressly deny any such liability. This Agreement is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any Party to this Agreement.
8. **Severability.** Should any part, term, or provision in this Agreement be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not a part of this Agreement, and all remaining provisions shall remain valid and enforceable.
9. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior or contemporaneous agreements, representations, and understandings between the Parties pertaining to or relating to the subject matter of this Agreement. The Parties shall have no cause of action based on, or remedies arising out of or related to, any agreement, representation, or understanding superseded hereunder.
10. **Successors.** The Parties agree that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Survival and Benefits.** The warranties and representations contained in this Agreement shall survive the completion of any of the performances required hereunder. This Agreement shall be binding upon the Parties and all of their successors, assigns, parent corporations, divisions, and legal representatives.
12. **Modification to Agreement.** This Agreement may not be modified, amended, or terminated except by a written agreement signed by each of the Parties. No failure to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein, or by law or in equity.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.

14. **Forum for Disputes.** Any controversy arising under or relating to this Agreement shall be determined by the Wisconsin Circuit Court for Milwaukee County. The Parties agree not to present any such controversy to any other court or forum. The Parties consent to the jurisdiction of the Wisconsin Circuit Court for Waukesha County.

15. **Enforcement.** In the event that any Party pursues legal action to enforce the terms of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including actual attorneys' fees, incurred or paid in connection therewith, which obligations shall survive this Agreement.

16. **Nondisclosure.** The Parties represent and agree that they shall maintain the terms of this Agreement, and the consideration therefor, entirely confidential, except for complying with Paragraphs 6, 14 and 15 or as necessary in a legal action to enforce this Agreement. Each Party agrees that it shall not publish, publicize, communicate, or disclose or cause to be published, publicized, communicated or disclosed in any manner, information relating to the nonpublic substance or contents of their underlying dispute or this Agreement to any person or persons, unless required by law or to their banks, insurers, accountants, tax preparers or legal counsel to the extent necessary to allow each to provide appropriate advice or service, or as necessary for tax purposes. The Parties may also produce the Agreement pursuant to a court order or subpoena provided that the producing Party provides notice to the other Parties at least three (3) business days prior to any production.

17. **Non-disparagement.** The Parties agree to not make disparaging, harmful and/or negative remarks or comments about each other by any means whatsoever including but not limited to any form of social media, including but not limited to the following: their character; their business(es); business and individual practices; policies (including but not limited to employment practices and policies); and/or their owners/officers/employees/representatives/agents. Any social media postings that pre-date this agreement and which contain disparaging content shall immediately be removed and/or deleted.

18. **Non-Waiver of and Assignment of Claims Against Third-Parties.** In further consideration of the Releases and other valuable consideration agreed upon herein, the Parties hereby agree that this Agreement shall not act as a waiver or extinguishment of any claims which any of the Parties may have against any and all third parties who may be liable for the circumstances which give rise to this agreement, including but not limited to the Milwaukee Police Department and the West Allis Police Department. Rather, Lewis hereby recognizes that those claims may exist and hereby expressly assigns to Sixt any and all such claims that she may otherwise be entitled to pursue. Lewis hereby expressly acknowledges that by entering into this assignment, she will not pursue any such claims but rather assigns to Sixt the sole right to do so.

19. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via email transmission shall have the same force, validity, and effect as the originals thereof.

20. **Warranty of Capacity for Corporation.** The undersigned warrants and represents that he or she has full authority to execute this Agreement on behalf of the entity for which he or she is signing and that he or she has full authority to bind that entity.

The Parties have executed this Agreement by signing below.

Dated: April ____, 2025.

Kathy Lewis

Dated: April 7, 2025.

Sixt Rent a Car

By: _____

Name: _____

Title _____

281017792
S088

Grahm Lewis Sisson
New Port

New Port

** Konto 81017792

**CONFIDENTIAL SETTLEMENT AGREEMENT,
MUTUAL RELEASE AND ASSIGNMENT**

This Confidential Settlement Agreement and Mutual Release (the "Agreement") is entered into between Sixt Rent a Car, LLC, together with any and all affiliated companies ("Sixt"), on the one hand, and Graham Sisson ("Sisson"), on the other hand, as of the date of the last Party to sign the Agreement (the "Effective Date"). Collectively, Sixt and Sisson are referred to herein as the "Parties," and each individually as a "Party."

RECITALS

WHEREAS, Sisson was an occupant in a vehicle rented from Sixt at Mitchell International Airport in Milwaukee, Wisconsin, on or about March 23, 2025, and

WHEREAS, unbeknownst to the Parties, the vehicle in question had allegedly been used by a prior renter to commit a felony, after which it was returned to Sixt without notice of those events, and

WHEREAS, the Milwaukee Police Department subsequently placed a "felony hold" on the vehicle license plate number without informing the Parties, and also without determining the current status and whereabouts of the vehicle as of the time it was being rented to Sisson, and

WHEREAS, Sisson was thereafter pulled over by the West Allis (Wisconsin) Police Department pursuant to the felony hold that had been placed by the Milwaukee Police Department, and

WHEREAS, prior to realizing the error, the West Allis Police Department put Sisson through an ordeal involving potential apprehension and arrest, and

WHEREAS, the Parties wish to resolve any claims and disputes that might otherwise exist between them relative to the unfortunate circumstances just mentioned, and have therefore come to an agreement to do so as set forth below, and

WHEREAS, The Parties desire to memorialize their agreement.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and intending to be legally bound, the Parties agree as follows:

SETTLEMENT AND MUTUAL RELEASE

1. **Payment of specific sum.**

(a) In consideration of the Releases and other valuable consideration agreed upon herein, Sixt shall pay Sisson the sum of Five Thousand and no/100's Dollars (\$5,000.00).

(b) The check for the payment referenced in this Section of the Agreement shall be made payable to "Grahm Sisson" and shall be issued within 21 days of the Effective Date of this Settlement Agreement.

2. **Mutual Releases.**

(a) **Release by Sisson.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sisson, for himself, successors, assigns, attorneys and agents, hereby releases, acquits, and forever discharge Sixt and any of Sixt's parent companies, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(b) **Release by Sixt.** In consideration of the Releases and performance of the obligations contained herein, and other good and valuable consideration, Sixt, for itself and its parent companies, subsidiaries, affiliated entities, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents, hereby releases, acquits, and forever discharges Sisson, for themselves, successors, assigns, attorneys and agents, from any and all past, present or future claims, demands, damages (including, but not limited to, all compensatory, special, consequential, exemplary or other damages), losses, liabilities, actions, causes of action, or claims for relief of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or which may hereafter accrue, for or because of any matter or thing done, or omitted or suffered to be done concerning, related to, or arising from the occurrence(s) or incident(s) described above, which occurred on or about March 23, 2025.

(c) Each Party agrees not to institute any action, proceeding, or arbitration against any other Party to this Agreement based upon any claims, obligations, and liabilities released and discharged in subparagraphs 2(a) and (b) above.

3. **Representations and Warranties.** The Parties warrant and represent to each other that no other person or entity has, or has had at any time in the past, any interest in any claims which might have been asserted, and each Party has the sole right and exclusive authority to execute this Agreement and to receive the consideration specified in it, and that each Party has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, or obligations referenced in this Agreement. In making this representation the parties agree to indemnify each other for any payment that they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in the incidents referred to in

the underlying Litigation, including any claims based on subrogation, derivation or assignment. Also, the parties will indemnify each other for any expenses incurred in defending such claims.

4. **Opportunity to Consult with Counsel.** The Parties represent that they have each had the opportunity to consult with legal, financial, and other professional advisors as they have deemed appropriate in connection with the consideration, execution, and delivery of this Agreement. Each Party represents that they and their representatives have read the Agreement carefully and understand all of its terms.
5. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent.
6. **Future Actions.** The Parties agree to cooperate fully to execute and deliver any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
7. **No Acknowledgement of Fault.** It is expressly understood and agreed that this Agreement constitutes a compromise and settlement of disputed claims. By entering into this Agreement, none of the Parties admits liability for any claims that have or could have been asserted by any Party, and all Parties expressly deny any such liability. This Agreement is not intended, nor shall it be construed by anyone, to be an admission of liability by or on behalf of any Party to this Agreement.
8. **Severability.** Should any part, term, or provision in this Agreement be determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not a part of this Agreement, and all remaining provisions shall remain valid and enforceable.
9. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior or contemporaneous agreements, representations, and understandings between the Parties pertaining to or relating to the subject matter of this Agreement. The Parties shall have no cause of action based on, or remedies arising out of or related to, any agreement, representation, or understanding superseded hereunder.
10. **Successors.** The Parties agree that this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
11. **Survival and Benefits.** The warranties and representations contained in this Agreement shall survive the completion of any of the performances required hereunder. This Agreement shall be binding upon the Parties and all of their successors, assigns, parent corporations, divisions, and legal representatives.
12. **Modification to Agreement.** This Agreement may not be modified, amended, or terminated except by a written agreement signed by each of the Parties. No failure to exercise, and no delay in exercising, any right, remedy, or power under this Agreement shall operate as a

waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy, or power provided herein, or by law or in equity.

13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to principles of conflicts of law.

14. **Forum for Disputes.** Any controversy arising under or relating to this Agreement shall be determined by the Wisconsin Circuit Court for Milwaukee County. The Parties agree not to present any such controversy to any other court or forum. The Parties consent to the jurisdiction of the Wisconsin Circuit Court for Waukesha County.

15. **Enforcement.** In the event that any Party pursues legal action to enforce the terms of this Agreement, the non-prevailing Party shall reimburse the prevailing Party for all costs and expenses, including actual attorneys' fees, incurred or paid in connection therewith, which obligations shall survive this Agreement.

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The Parties have executed this Agreement by signing below.

Dated: April ____, 2025.

Grahm Sisson

Dated: April 7, 2025.

Sixt Rent a Car

By: _____

Name: Nicholas Go

Title Director of Liability



(561) 226-3600 ext 258
ar@nationssafedivers.com
5600 Broken Sound Blvd NW, Boca Raton, FL 33487

Invoice Number: 5875853
Case Number: 14854917
Claim Number: 9307260946
Member Number: 9600091240
Producer: 157880

Invoice Date: 4/11/25
Billing Amount: 589.00
Net 30

SIXT RENT A CAR, LLC
1501 NW 49TH STREET, SUITE 100
FORT LAUDERDALE FL 33309

Summary

Name: Kathy Lewis
Vehicle Description: 2024 Jeep Compass
VIN: 3C4NJDDN5RT145020
Odometer:

Purchase Order: 12963245
Incident Type: LDT
Incident Description: Light Duty Towing

Disablement Business Name: The Dutch Mill Park & Ride in
Disablement Location: Madison
46 Collins Ct Madison WI 53716
Destination Business Name:
Destination Location: 4876 S 6th St Milwaukee WI 53221
Delivery Date / Time: 3/26/25

Loaded Mileage: 81
Unloaded Mileage: 0
Days In Storage: 0
Storage Per Diem: -

Details

Dispatch Fee	-
Service Fee	589.00
Initial Tow (Release Fee)	-
Benefit Over Miles Fee	-
Storage Fee	-
Additional Fee (Credit Card Fee)	-
Administration Fee	-
Cleanup Fee	-
Deadhead Mile Fee	-
Dollies Fee	-
Extra Man Fee	-
Extra Truck Fee	-
Flatbed Fee	-
Fuel Fee	-
Garage Fee	-
Hub Tool Fee	-
Jump Start Fee	-
Key Fee	-
Labor Fee	-
Loaded Miles Fee	-
Lockout Fee	-
Material Fee	-
Mileage Fee	-
Out Of Area Fee	-
Police Release Fee	-
Skates Fee	-
Surcharge Fee	-
Tax Fee	-
Tire Change Fee	-
Tire Inflation Fee	-
Title Fee	-
Toll Fee	-
Unloaded Miles Fee	-
Wait Time Fee	-
Wheel Lift Fee	-
Winching Fee	-
Yard Fee	-

Total Amount 589.00

Payment is due within 30 days. Remit Payment to Nation Motor Club, LLC.
Thank you for your business.