

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the “Agreement”) is made and entered into by and among Alexander Bonilla (“Plaintiff”) on the one hand; City of West Allis, Wisconsin, Brandon Rapp, Jason Komorowski, and Justin Schrandt (“Defendants”) on the other (collectively, the “Parties”).

WHEREAS, Defendants are the City of West Allis, Wisconsin (“West Allis”) and three individually named police officers employed by West Allis on October 24, 2021;

WHEREAS, Plaintiff was an arrestee;

WHEREAS, Plaintiff contends that Defendants violated his civil rights by using excessive force and failing reasonably to provide medical attention at the scene of his arrest on October 24, 2021;

WHEREAS, Defendants deny Plaintiff’s allegations and deny they have any liability to Plaintiff;

WHEREAS, the Parties now desire to mutually settle and dispose of their dispute in accordance with the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the recitals and mutual undertakings contained in this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals and Definitions.** The foregoing recitals and definitions are incorporated herein fully by reference.

2. **Plaintiff’s Release.** Plaintiff hereby dismisses and forever releases Defendants, their officers, directors, agents, attorneys, representatives, employees, affiliates, predecessors, successors, heirs, assigns, insurers, and all persons acting by, through or under Defendants (collectively, “Released Parties”), from any and all manner of action or actions, causes of action, whether in law or equity, suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs or expenses of any nature whatsoever, fixed or contingent, known or unknown, which Plaintiff may have against Defendants, including without limitation any claims for attorney fees or costs, and including without limitation claims described in the recitals from the beginning of time through the date of execution of this Agreement (“Released Claims”).

3. **Claims not released.** Notwithstanding anything herein to the contrary, neither party releases claims that arise after the date this Agreement is executed; claims that the law does not allow to be released such as, by way of example, pursuing a monetary award from a government agency under applicable federal or state whistleblower statutes; and claims for breach of this agreement.

4. **Consideration.** In consideration for Plaintiff's Release of the Released Claims, Defendants will pay or cause to be paid to Plaintiff the sum of \$100,000.00 by check made payable to "**The Civil Rights Group, LLC – Client Fund Account**" or wire transfer. If a check, it will be mailed to Civil Rights Group, LLC, at 2045 W. Grand Ave., Ste B, PMB 62448, Chicago, IL, 60612, within 21 business days of Defendants' receipt of this Agreement, executed by Plaintiff.

Plaintiff acknowledges that Defendants have made no representations regarding the tax consequences of the payment received pursuant to this Agreement, and that each party is responsible for its own tax liability resulting from the payments referred to above.

5. **Representations by Bonilla.** Plaintiff hereby acknowledges and agrees to the following:

- A. Plaintiff is legally able and entitled to receive the consideration being provided to Plaintiff in settlement of the Released Claims.
- B. Plaintiff has no pending complaints, claims, or lawsuits against any of the Released Parties.

6. **Non-Admission.** This Agreement does not constitute an admission of any kind on the part of the Released Parties. This Agreement represents an amicable resolution of disputed claims.

7. **Modification/No Waiver/Severability.** This Agreement may not be amended or canceled, nor may any of its provisions be waived or modified, except in a subsequent writing signed by all of Parties. The failure of any of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be construed as a waiver thereof, or deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement. No waiver shall be binding on the part of, or on behalf of, any other party entering into this Agreement.

8. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective heirs, successors, assigns, directors, officers, employees, agents, shareholders, insurers, parents, subsidiaries and affiliates.

9. **Counsel.** This Agreement is executed voluntarily and without any duress or undue influence. Each party hereby acknowledges that they had ample opportunity to consult with attorneys of their own choice concerning the terms and conditions of this Agreement, as well as the negotiations related thereto, that they have read and understand this Agreement, and that they are fully aware of the contents of this Agreement and of its legal effect. No party is relying on any inducements, promises or representations made by any other party or any of its officers, employees, agents or attorneys other than as set forth herein. Each party agrees to pay all of their own legal fees and expenses in connection with this dispute.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among and between the Parties concerning its subject matter and supersedes all prior oral

or written communications, agreements or understandings between them. In entering into this Agreement, each party acknowledges that they have conducted their own investigation of all circumstances deemed relevant and have not relied and will not rely upon any representation, condition, understanding, agreement, warranty, promise or other statement other than as expressly set forth in this written Agreement.

11. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to Wisconsin conflict of law rules. The Parties agree to submit to the jurisdiction of the state and federal courts in Wisconsin for any matter arising out of any alleged breach of this Agreement.

12. **Signature and Counterparts.** The Parties agree that facsimile or .pdf copies of signatures to this Agreement will be binding and enforceable as original signatures. This Agreement may be executed in counterparts each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13. **Headings.** Headings are solely for the convenience of the parties and shall not be deemed to define, construe or limit any of the provisions hereof.

IN WITNESS WHEREOF, the Parties have subscribed their names and executed this Release and Settlement Agreement.

Alexander Bonilla

Dated: _____

Rebecca Monti, 1065869
Assistant City Attorney
City of West Allis

Dated: _____