

June 29, 2023

Remzy Bitar
Municipal Law and Litigation
730 North Grand Avenue
Waukesha, WI 53186

**Re: *FCA v. City of Franklin et al.* Case No. 20-CV-7031
FCA v. City of Franklin, Case No. 22-CV-523**

Dear Remzy:

As per our emails of earlier today I have enclosed a copy of the signed release for the settlement of the above matters containing a more legible version of my notary stamp for the Plaintiffs' signatures.

Also, David Sorensen is the signatory on the release for Franklin Community Advocates and Woodlake Village Homeowners Association and has authority to sign for both entities.

Very truly yours,


Joseph R. Cincotta

**FULL AND FINAL SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS (“RELEASE”)**

FRANKLIN COMMUNITY ADVOCATES, WOODLAKE VILLAGE HOMEOWNERS ASSOCIATION, CHAD AND KARYN ZOLECKI, JEFF AND DANELLE KENNEY, RYAN AND RACHEL RINGWELSKI, STEVE VALLEE, COLLEEN DOMASK, NICHOLAS POPLAR, TOM AND ALICE BENNING, MIKE AND JOANNE ZOLECKI, DEAN REIN, ERIC AND MICHELLE BALCEROWSKI, AND MELINDA HAMAN (the “Releasing Parties”) in consideration of Twenty-Five Thousand Dollars (\$25,000.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby and forever release and discharge THE CITY OF FRANKLIN, its officials, employees, officers, insurers, and agents (the “Released Parties”) from any and all claims and causes of action, in any way arising out of or related to their lawsuits in Milwaukee County Circuit Court, Case Numbers 2020-CV-7031 and 2022-CV-523 presenting allegations and claims against the City for its approval of a Special Use Permit (“SUP”) by Strauss Brands LLC (“Strauss”) for a proposed processing facility (“Project”) in the Loomis Business Park and against the City seeking production of records under the State’s Public Records Law about the Strauss Project, the application and approval of the SUP and other records relating to the Loomis Business Park.

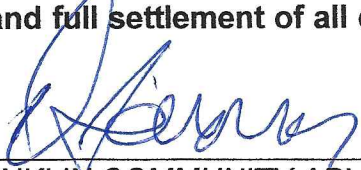
For such good and valuable consideration as described above, rendered to resolve and settle finally, fully and completely all matters or disputes that now or may exist between them arising out of the lawsuits, and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. This Release is not just limited to the allegations and claims asserted therein and includes those claims that could have been made relating to the transactions, occurrences and causes of action asserted in those lawsuits. This Release fully extinguishes all claims and causes of action, including but not limited to those for compensatory damages, punitive damages, bodily injury, property losses, subrogation, bad faith, costs and fees, attorney fees, and statutory damage awards.
2. This Release also fully extinguishes any claims or causes of action that might be brought under the Wisconsin Uniform Marital Property Act. In making this Release, all rights of RELEASING PARTIES to bring any other claims against anyone are fully extinguished since full compensation for all injuries and damages has been paid.
3. This Release by RELEASING PARTIES is also made for and binding upon their heirs, successors and assigns.
4. 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 related to the allegations and claims above.

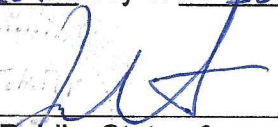
The extent of any such future injuries and damage is unknown, but it is understood that it may result in a condition substantially different than it is today.

5. It is understood and agreed that this Release is a full compromise of a disputed claim, and this Release, or the payment of money, is not to be construed as an admission of liability by the Released Parties. It is recognized that the Released Parties deny that they are liable for the claims and allegations or any alleged damages or injuries.
6. With full knowledge and understanding of the contents of this release, RELEASING PARTIES voluntarily enter into this Release and do so without having relied on any statement or representation by the Released Parties, their representatives, or anyone retained by them. RELEASING PARTIES acknowledge that they have had an opportunity to speak with legal counsel regarding this Release.
7. It is understood that in making this Release RELEASING PARTIES will have no right to make a claim against anyone, including the Released Parties, for more money even if RELEASING PARTIES later becomes dissatisfied with this Release for any reason whatsoever.
8. RELEASING PARTIES represent that no portion of their claims have been assigned to anyone else and that no other person or entity has any legal right to pursue such claims or share in the proceeds of the settlement.
9. RELEASING PARTIES agree to dismiss on the merits, with prejudice, and without any costs to any party, all claims and causes of action which they have asserted or could have asserted against the Released Parties in the Complaints pending before the Milwaukee County Circuit Court identified by Case Numbers 2020-CV-7031 and 2022-CV-523.
10. If any of the provisions of this Release are rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Release which shall remain in full force and effect.
11. The statements in this Release are contractual terms, and are not mere recitals. This Release is entered into in the State of Wisconsin. Any questions or disputes, or interpretation of, this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.
12. This Release constitutes the complete agreement of the parties concerning this matter and there is no agreement on the part of the parties to do any act or other thing other than expressly stated in this Release. Further, no oral representations and/or promises have been made that are not embodied in this Release. The provisions of this Release are severable. Thus, if any clause of this Release should ever be determined to be unenforceable, the parties understand and agree that this will not affect the enforceability of any other clause or the remainder of this Release.

I have read this Release, which consists of three pages, and understand that it is a full and complete compromise and full settlement of all claims for which I have been fully compensated.

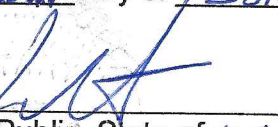

FRANKLIN COMMUNITY ADVOCATES



Subscribed and sworn to before me
this 20th day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT

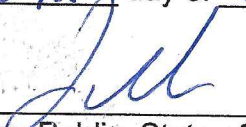

WOODLAKE VILLAGE HOMEOWNERS
ASSOCIATION

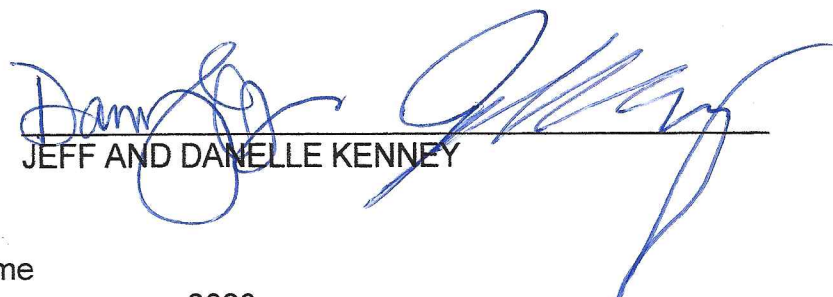
Subscribed and sworn to before me
this 20th day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT


 
CHAD AND KARYN ZOLECKI

Subscribed and sworn to before me
this 21st day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT



JEFF AND DANELLE KENNEY

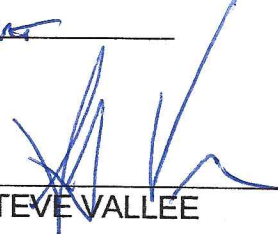
Subscribed and sworn to before me
this 14th day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: IS PERMANENT



RYAN AND RACHEL RINGWELSKI

Subscribed and sworn to before me
this 14th day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: IS PERMANENT


STEVE VALLEE

Subscribed and sworn to before me
this 21st day of JUNE, 2023.


Notary Public, State of WISCONSIN
My Commission: IS PERMANENT

Colleen Domask
COLLEEN DOMASK

Subscribed and sworn to before me
this 21st day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: IS PERMANENT

Nicholas Poplar
NICHOLAS POPLAR

Subscribed and sworn to before me
this 21st day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: IS PERMANENT

Tom and Alice Benning
TOM AND ALICE BENNING

Subscribed and sworn to before me
this 21st day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: IS PERMANENT

Mike Zolecki Joanne Zolecki
MIKE AND JOANNE ZOLECKI

Subscribed and sworn to before me
this 14th day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT

[Signature]
DEAN REIN

Subscribed and sworn to before me
this 20th day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT

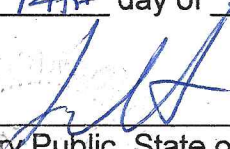
[Signature]
ERIC AND MICHELLE BALCEROWSKI

Subscribed and sworn to before me
this 19th day of JUNE, 2023.

[Signature]
Notary Public, State of WISCONSIN
My Commission: 15 PERMANENT

Melinda Haman
MELINDA HAMAN

Subscribed and sworn to before me
this 14th day of JUNE, 2023.



Notary Public, State of WISCONSIN
My Commission: IS PERMANENT