

IN THE CIRCUIT COURT FOR MILWAUKEE COUNTY

STATE OF WICONSIN

ORIGINAL

GEOFFREY K. DAVIDIAN,)
)
 Plaintiff,)
) Case No. 02-CV-009453
 vs,)
)
 STEVE CORDER, T. MICHAEL O'MARA,)
 JIMMY DALE SHIPLEY, and)
 JOHN C. DUFFY,)
)
 Defendants.)

TRANSCRIPT OF
SETTLEMENT AGREEMENT

July 30, 2003



STINSON REPORTING SERVICE

P.O. Box 1417, Cookeville, Tennessee 38503

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A P P E A R A N C E S

For the Plaintiff:

SAMUEL J. HARRIS, ESQ.
Attorney-at-Law
9 South Jefferson Avenue
Cookeville, Tennessee 38501

For the Defendants:

RAYMOND J. POLLEN, ESQ.
Crivello, Carlson & Mentkowski
710 N. Plankinton Avenue
Milwaukee, Wisconsin 53203

1 MR. POLLEN: There has been discussion off the
2 record and it is the intent of this to confirm an agreement
3 that we have reached, and to have this as a writing which
4 will establish the agreement that we have reached.

5 We have reached an agreement and each of us have
6 now represented that we have our clients' authority to enter
7 into this release and settlement agreement.

8 By the terms of our agreement, the judgments and
9 bills of costs that have been entered against Mr. Davidian,
10 as were previously listed in my letter to his attorney as
11 part of a prior offer to resolve the claims, would be
12 satisfied.

13 As part of the agreement, in addition to the
14 satisfaction of those amounts for judgments or bills of
15 costs, \$7,000.00 will be paid to Mr. Davidian. In exchange
16 for the satisfaction, and in exchange for the payment, it
17 would be understood that Mr. Davidian will endorse a release
18 discharging all claims as against the City of Cookeville and
19 its employees, including Mr. Corder and Mr. Shipley.

20 He will also release Mike O'Mara and John Duffy and
21 their law firms, and he will also release claims as against
22 Cookeville and its insurers, including the Tennessee
23 Municipal League.

24 In addition, he will authorize and direct that a
25 stipulation be endorsed by his attorney, which will be a

1 stipulation for the dismissal of this suit with prejudice and
2 without costs, fees, and disbursements.

3 It is the intention of the parties, in entering
4 into this settlement agreement, that all claims are resolved
5 as between Mr. Davidian and the City of Cookeville, except
6 for the litigation that continues on appeal and will be
7 subject to oral argument in the Sixth Circuit Court of
8 Appeals, and to the extent that any litigation exists and
9 continues as part of that claim, that claim would continue,
10 but as respecting anything else, this agreement discharges
11 the claim that exists and those claims in the Milwaukee
12 County Circuit Court.

13 Is that a fair summary?

14 MR. HARRIS: Let me add, by that, the only
15 thing that would be affected by the U. S. Court of Appeals
16 case, Case No. 01-6599, that is to be argued next week, would
17 be the satisfaction of the lien for the costs and any
18 interest that has accrued on all of those bills of costs.

19 MR. POLLEN: The satisfaction, implicit with
20 that, is that the satisfaction of the judgments plus interest
21 that would accrue.

22 MR. HARRIS: That's it.

23 MR. POLLEN: Okay. That's it.

24 MR. HARRIS: Let me put this on the record.
25 You draft the order, the dismissal.

1 MR. POLLEN: Sure, I'll draft the order.

2 MR. HARRIS: Only because it will be up there,
3 I feel like it will be easier.

4 MR. POLLEN: I'll draft the release and the
5 stipulation.

6 MR. HARRIS: Let me state this on the record.
7 Let's add this before we shut it off. You will agree to
8 split the appearance fee today.

9 MR. POLLEN: Oh, yeah. For the court
10 reporter, you bet.

11 MR. HARRIS: Okay. Now, as far as the
12 transcripts, I don't know yet--let's just take this off the
13 record for a minute, Phyllis.

14 (Discussion off the record.)

15 (Whereupon, the record was concluded.)

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