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From Deputy Corporation Counsel, Office of Corporation Counsel, recommending payment in the amount of \$83,000 by the Wisconsin Mutual Insurance Corporation on behalf of Milwaukee County to settle the matter of *Candy Lab, Inc. v. Milwaukee County*, Case No. 2017-CV-569-JPS, by recommending adoption of the following:

A RESOLUTION

WHEREAS, on April 21, 2017, Candy Lab, Inc., a Nevada-based corporation, filed a lawsuit against the Milwaukee County (the County) Department of Parks, Recreation, and Culture in the United States District Court for the Eastern District of Wisconsin alleging First Amendment violations in Section 47.03 of the Milwaukee County Code of General Ordinances (the Code), per adopted File No. 16-637; and

WHEREAS, Section 47.03(3) of the Code and adopted File No.16-637 required permits for augmented realty games within County Parks; and

WHEREAS, on July 20, 2017, the Court entered a Preliminary Injunction that Section 47.03(3) of the Code violated the First Amendment and enjoined the County from enforcing it; and

WHEREAS, following the Court’s Order for Preliminary Injunction, the parties have stipulated to converting the Preliminary Injunction to a Permanent Injunction that the Ordinance will not be enforced, thus providing for declaratory relief and a monetary award for a portion of Candy Lab, Inc.’s costs and attorneys’ fees; and

WHEREAS, the adjuster for the Wisconsin County Mutual Insurance Corporation and Deputy Corporation Counsel, Office of Corporation Counsel, recommends this settlement; and

WHEREAS, the Committee on Judiciary, Safety and General Services, at its meeting of November 30, 2017, recommended adoption of File No. 17-788 (vote 4-0); now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors approves the payment by the Wisconsin County Mutual Insurance Corporation on behalf of Milwaukee County in the amount of \$83,000 to Candy Lab, Inc., for a portion of its costs and attorneys’ fees, in exchange for a complete release of all claims in this matter.