

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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This Mutual Release and Settlement Agreement ("Agreement") is made among Plaintiff Allen Payette ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC") and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff filed a Complaint in the U.S. District Court for the Western District of Wisconsin, Case No. 14-cv-0515 (the "Action"); and

WHEREAS, Plaintiff and Defendants desire to settle Case No. 14-cv-0515 without the cost, expense, and uncertainty of trial and without admission of fault or liability;

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the Parties agree as follows:

1.     **SETTLEMENT AMOUNT.** The State agrees to pay the amount of Twenty Thousand Dollars (\$20,000) to Allen Payette within 30 days after execution of this Agreement. The State shall arrange for the full payment of this amount via a check made payable to **Boardman & Clark LLP Trust Account**. Plaintiff understands and agrees that he is responsible for any possible state or federal taxes that might later be determined to be owed on this payment.

2.     **DISMISSAL**

Plaintiff agrees and stipulates to and sign any documents necessary to withdraw and dismiss, with prejudice, Western District Case No. 14-cv-0515.

Plaintiff agrees to dismiss and release any and all claims against the State, including claims against former and current employees of those entities, arising out of the same alleged facts and legal allegations raised in Western District Case No.

14-cv-0515. This includes, but is not limited to, litigation in state and federal court, pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

3.     **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharge the State, the DOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney fees, claims and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law), that relate to any action or inaction—of any State of Wisconsin or DOC employee—that took place on any date before this agreement is fully executed, arising out of the same alleged facts and legal allegations raised in Western District Case No. 14-cv-0515.

4.     **COVENANT NOT TO SUE.** This Agreement shall also be deemed a covenant by the Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by this Agreement, not to file any appeal of any court decision in the Action, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board against Defendants or their heirs, or against the State, the DOC, its successors, agents, and assigns or any former or current employee of the State if such claims relate to any action or inaction—of any State of Wisconsin or DOC employee—that took place on any date before this agreement is fully executed, arising out of the same alleged facts and legal allegations raised in Western District Case No. 14-cv-0515.

5. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any acts of negligence or deliberate indifference that do not arise from the same alleged facts and legal allegations in Western District Case No. 14-cv-0515.

6. **COSTS AND ATTORNEYS' FEES.** Each party will bear its own costs and attorneys' fees.

7. **SCOPE OF AGREEMENT.** This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

8. **COMPROMISE OF DISPUTED CLAIM.** This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties herein, and that said Released Parties deny liability or wrongdoing and intend merely to avoid litigation and buy their peace.

9. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts.

10. **THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**

Date: June 12<sup>th</sup>, 2017

Allen Payette  
Allen Payette, Plaintiff

Kathryn Harrell 6/26/17  
Kathryn A. Harrell (#1061612)  
BOARDMAN & CLARK LLP  
*Attorneys for Plaintiff*

Date: June 28<sup>th</sup>, 2017

Rachel L. Bachhuber

Rachel L. Bachhuber (#1052533)  
Assistant Attorney General  
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