

## SETTLEMENT AGREEMENT AND RELEASE

This Release and Settlement Agreement ("Agreement") is made between Ivan Johnson ("Mr. Johnson") and the Wisconsin Department of Corrections ("DOC"), Paul Sumnicht, Belinda Schrubbe, Charlene Reitz, Jeremy Staniec, Benjamin Hilbert, Bonnie Lind, and Jerrica Eager, in settlement of *Ivan Johnson v. Paul Sumnicht et al.*, Case No. 12-cv-891-bbc, pending in the United States District Court for the Western District of Wisconsin ("the Lawsuit").

WHEREAS, Mr. Johnson, a prisoner in the custody of the DOC, commenced the Lawsuit by filing a complaint against Paul Sumnicht, Belinda Schrubbe, Charlene Reitz, Jeremy Staniec, Benjamin Hilbert, Bonnie Lind, and Jerrica Eager (together, "Defendants"), and others, in the United States District Court for the Western District of Wisconsin alleging that the Defendants violated his constitutional rights;

WHEREAS, the Defendants have asserted affirmative defenses against Mr. Johnson in the Lawsuit; and

WHEREAS, Mr. Johnson, the Defendants, and the DOC ("the Settling Parties") desire to settle the Lawsuit, without the cost, expense and uncertainty of trial, and without admission of fault or liability, according to the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the Settling Parties hereby agree as follows:

1. Payment. The Defendants and the DOC ("Released Parties") agree to pay Mr. Johnson \$7,500.00 ("Settlement Amount") within two weeks of the Effective Date of this Agreement. This payment shall be made in the form of a check made payable to the Whyte Hirschboeck Dudek S.C. Trust Account and delivered to Thomas P. Heneghan at Whyte Hirschboeck Dudek, S.C., 33 East Main Street, Suite 300, P.O. Box 1379, Madison, Wisconsin 53701-1379, no later than 5:00 CST on the date set forth above. Should the Released Parties fail to timely pay the Settlement Amount, the Released Parties shall be deemed in Default of this Agreement.
2. Transfer. Within two weeks of the Effective Date of this Agreement, the DOC shall transfer Mr. Johnson to Columbia Correctional Institution ("CCI") in Portage, Wisconsin. Mr. Johnson shall be placed in general population at CCI immediately upon transfer provided he does not commit any rule violations prior to his transfer to CCI. If Mr. Johnson does commit a rule violation, he will be transferred in status to CCI. Should the DOC fail to honor this provision, the Released Parties shall be deemed in Default of this Agreement.
3. Length of Stay at CCI. Mr. Johnson shall remain at CCI for a minimum of 18 months absent an Emergency (as that term is currently defined in Wisconsin Administrative Code § DOC 306.02(9) (attached hereto as Exhibit 1)) or misconduct by Mr. Johnson requiring a transfer to another institution. Should the DOC fail to honor this provision, the Released Parties shall be deemed in Default of this Agreement.
4. Default. Upon Default of this Agreement, Mr. Johnson shall have no obligation to reimburse any portion of the Settlement Amount and shall have no further obligations under this Agreement.

IVAN JOHNSON

By: 

Ivan Johnson

Dated: 12-31-14

With the Consent of His Counsel:

s/ Thomas P. Heneghan

Dated: December 30, 2014

Thomas P. Heneghan  
Whyte Hirschboeck Dudek S.C.  
33 East Main Street  
P.O. Box 1379  
Madison, Wisconsin 53701-1379

**THE DEFENDANTS AND THE DEPARTMENT OF CORRECTIONS**

By: 

Dated: 12.30.14

Counsel for the Defendants and the DOC  
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