

RELEASE AND SETTLEMENT AGREEMENT IN
ESTATE OF CUNNINGHAM V. SUTTLE

The parties in the above-referenced case, the plaintiff, Estate of Jeremy Cunningham by its Special Administrator, Cynthia Telford (hereafter "The Estate") and the Defendant, by their undersigned counsel, have agreed upon the terms of a resolution of this case, a release of claims and a covenant by plaintiff not to file further litigation. The Estate, the State of Wisconsin and the defendant in the case desire to enter into this agreement with The Estate for the purpose of settling all of the claims in the pending case as well as to obtain a release of all pending notices of claim and any other claim, whether asserted or un-asserted by the Estate up through the date of settlement, April 24, 2017. The parties agree as follows:

1. The parties agree that the State of Wisconsin shall pay the total sum of One Million Dollars and Zero Cents (\$1,000,000.00) in full settlement of this case, any and all pending or un-asserted notices of claim, or any other filed or unfiled and un-asserted potential claims or lawsuits that the Estate may have against any State of Wisconsin official or employee arising from or related to decedent Jeremy Cunningham's incarceration in the State of Wisconsin. The State also agrees to pay all costs billed by the mediator for the mediation held on April 24, 2017. All other damages, fees and costs of any kind or type are hereby waived and forever discharged.

2. The Estate and the State of Wisconsin agree that the settlement amount shall be sent by check payable to plaintiff's counsel's trust account, First, Albrecht & Blondis, S.C. Trust Account. Payment will be tendered within 30 days of the date the

Estate's representative, Jeremy Cunningham's minor son's mother, as his parent and guardian, and the appointed guardian ad litem for Cunningham's minor son, J.C., sign this Settlement Agreement. Plaintiff's counsel agrees to hold the settlement funds in trust until such time as the court dismisses case 16-CV-1689, with prejudice and without costs to any party.

3. The Estate and the Defendant, by their counsel, will sign a stipulation for dismissal of the pending case, with prejudice and without costs, upon notice that this Settlement Agreement has been signed by all parties.

4. Amber Zuba, the mother of Jeremy Cunningham's minor son, J.C. and his legal guardian, knowingly and voluntarily enters into this agreement to waive certain possible claims belonging to J.C. Amber Zuba believes that such waiver of potential claims is in the best interest of her minor son, J.C.

5. The interests of minor son J.C. are also represented by a court appointed guardian ad litem to review J.C.'s interests. The signature of that guardian ad litem appears on this agreement as further certification that the waiver of certain possible claims belonging to J.C. in consideration of the settlement funds tendered as part of this agreement are in J.C.'s best interests. The guardian ad litem specifically represents that she has reviewed the aspects of the settlement and its effect on the interests of J.C. and approves of the settlement on his behalf.

6. The Estate, by its Special Administrator, for decedent Jeremy Cunningham, his heirs, and assigns, releases and discharges the State of Wisconsin, the Wisconsin Department of Corrections including all of its officers, employees, and agents, and

specifically the named defendant in the pending case, from any and all present or future, claims, demands, or causes of action he has asserted, which Jeremy Cunningham, the Estate of Jeremy Cunningham, or any heir of Jeremy Cunningham may have asserted, or which could have been asserted which relate in any manner to the events or circumstances arising from his incarceration in any State of Wisconsin correctional facilities, including his death in custody, whether or not based on state or federal law, and whether or not said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated.

7. The guardian ad litem for J.C., on behalf of J.C. and his heirs, and assigns, releases and discharges the State of Wisconsin, the Wisconsin Department of Corrections including all of its officers, employees, and agents, and specifically the named defendant in the pending case, from any and all present or future, claims, demands, or causes of action which were asserted on behalf of J.C.'s father by the Estate of Jeremy Cunningham or which could have been asserted which relate in any manner to the events or circumstances arising from Jeremy Cunningham's incarceration in any State of Wisconsin correctional facilities, including his death in custody, whether or not based on state or federal law, and whether or not said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated.

8. This settlement agreement relates not only to past actions described in the complaint and other pleadings of the pending case, but also to all actions described in any pending Notices of Claim filed pursuant to Wis. Stat. §893.82 and any and all claims

whether known or unknown, asserted or un-asserted against the State of Wisconsin and any current or former state employee.

9. The Estate and the Guardian ad litem, on behalf of J.C., so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and non-governmental alike, such as are classed as joint tortfeasors under the laws of the state of Wisconsin or the United States, completely barring any right of action against any such tortfeasors whether or not named herein relating to past actions named in the complaint and other pleadings in the pending case which occurred while Jeremy Cunningham was incarcerated at any correctional institution.

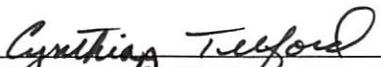
10. This agreement is a full, final and complete compromise and settlement of disputed claims arising out of Cunningham's incarceration at various facilities of the Wisconsin Department of Corrections up through the date of his death, June 22, 2011. The amount to be paid as stated in this Agreement is the sole consideration for this settlement. Neither the execution of this Settlement Agreement, nor any terms thereof, may or shall be construed or used as an admission of any liability or wrongdoing or as evidence thereof, nor as an admission by any party that its respective position in this case is anything but fully and completely meritorious.

11. This Agreement shall also be deemed to be a covenant by The Estate, the guardian ad litem on behalf of J.C., and by any heirs or assigns of Jeremy Cunningham not to sue any of the defendants for any of the matters released or discharged by this Agreement and not to file any new lawsuits against any state employee or official arising from claims discharged under the terms of this

Agreement. The Estate agrees to indemnify, defend, and hold harmless each Released Party from any obligation, liability, claim, or expense (including reasonable attorneys' fees) resulting from a breach of this covenant not to sue.

12. By signing this agreement, The Estate and guardian ad litem for J.C. represent that they have full authority to enter into this agreement, have read this settlement agreement, understand all its terms, were given an opportunity to ask questions about the agreement and confer with their legal counsel. The Estate, by the Special Administrator, and J.C. by his guardian ad litem asserts that they sign this document and accept its terms knowingly and willingly.

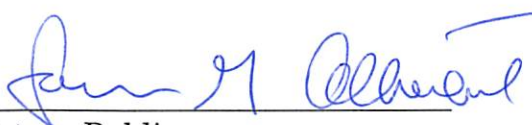
Signed and sealed this 13th day of June, 2017.


Cynthia Telford, Special Administrator
Estate of Jeremy Cunningham, Plaintiff

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

On this 13th day of June, 2017, before me, the undersigned Notary Public, personally appeared the claimant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.


Notary Public
My Commission Expires: is renewed

Signed and sealed this 14th day of June, 2017.

Amber S Zula

Amber Zuba, as mother of J.C., the minor son of
Jeremy Cunningham

STATE OF WISCONSIN)

) ss.
COUNTY OF MILWAUKEE

On this 14th day of JUNE, 2017, before me, the undersigned Notary Public, personally appeared the claimant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.



Jan M Ollendoff

Notary Public

My Commission Expires in perment

Signed and sealed this 14th day of June, 2017.

Amy M Burger

Amy M. Burger, Guardian Ad Litem for J.C., the
minor son of Jeremy Cunningham

STATE OF WISCONSIN)

) ss.
COUNTY OF MILWAUKEE

On this 14th day of June, 2017, before me, the undersigned Notary Public, personally appeared the claimant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.



[Signature]

Notary Public

My Commission Expires: is permanent

Signed this 19th day of June, 2017.

Defendants by their attorneys

BRAD D. SCHIMEL
Wisconsin Attorney General

[Signature]

MONICA BURKERT-BRIST
Assistant Attorney General
State Bar No. 1009882
burkert-bristm@doj.state.wi.us

As to Form:

Signed this 14th day of June, 2017.

Plaintiff by their attorneys

FIRST, ALBRECHT & BLONDIS, S.C.
Counsel for the Estate of Jeremy
Cunningham and J.C., the minor son of
Jeremy Cunningham

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