

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Darreyll Thomas, DOC number 442896, and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities.

WHEREAS, Thomas has alleged that various DOC employees violated his constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, and all current and former State of Wisconsin employees believe that they acted properly, but litigation is a considerable drain on resources and budgets, and

WHEREAS, Thomas, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Darreyll Thomas v. Kaplan et al.*, 14-cv-675-bbc (W.D. Wis.) ("the Lawsuit"), without admission of fault or liability, according to the provisions of this Agreement.

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

1. Within 30 days of the date that the Agreement is signed by all parties, the State of Wisconsin will issue a check in the amount of nine thousand dollars (\$9,000) payable to the trust account of Pines Bach LLP.

2. In exchange for the consideration listed above, Thomas does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, successors, assigns, personal representatives and

insurers (hereinafter referred to as the "Released Parties") from any and all action or actions, cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney's fees, claims, and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law, based on any actions or omissions related in any way to Thomas's allegations in the Lawsuit.

3. Thomas hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Thomas v. Nitz et al* 14-cv-372-jdp (W.D. Wis.). This Agreement shall also be deemed to be a covenant by Thomas not to sue the Released Parties for any actions or omissions related in any way to Thomas's allegations in the Lawsuit.

4. Each party will bear its own costs and attorneys' fees.

5. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

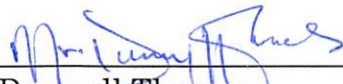
6. Thomas agrees that, in making this release, Thomas relies on Thomas's own judgment, belief, and knowledge as to all of the issues and all phases of Thomas's claims, including the nature and extent and duration of Thomas's injuries. Thomas warrants and acknowledges that Thomas is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.

7. This Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims, 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 herein deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.

8. This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

9. Thomas has had an opportunity to review the Agreement with the advice of his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

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

  
\_\_\_\_\_  
Darreyl Thomas

STATE OF WISCONSIN           )  
  ) ss.  
COUNTY OF Sheboygan       )

On this 29<sup>th</sup> day of September, 2016 before me, the undersigned Notary Public, personally appeared Darreyl Thomas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.



  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2-5-17

CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Darreyll Thomas, hereby consents to the  
above settlement.

9/29/16

Date

Aaron Dumas

Lester Pines  
Aaron Dumas  
Pines Bach LLP

CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT  
OF CORRECTIONS, and EMPLOYEES of  
those entities, by their attorney

9-29-16

Date

Brandon T. Flugaur

Brandon T. Flugaur  
Assistant Attorney General  
Wisconsin Department of Justice