

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

STEPHEN L GRANT ,

Plaintiff,

v.

Case No. 12-cv-668

WAYNE LAUFENBERG, JOE VERDEGAN,
CO ZAGER and WILLIAM SWIEKATOWSKI,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Stephen L. Grant (hereafter "Grant") claims damages for injuries allegedly inflicted by Defendants Laufenberg, Verdegan, Zager and Swietkatowski, (hereafter collectively "Defendants") during his incarceration at Green Bay Correctional Institution ("GBCI") at Green Bay, Wisconsin;

WHEREAS, Grant filed a complaint in the United States District Court for the Eastern District of Wisconsin that was assigned case number 12-cv-668 (hereinafter the "Complaint"); and

WHEREAS, Grant and the State of Wisconsin, the Department of Corrections and Defendants desire to compromise and settle all claims that are the subject of the Complaint.

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

1. The State of Wisconsin shall remit payment of the total sum of \$5,000 (Five Thousand Dollars), hererafter ("settlement amount") to Grant subject to the terms and conditions set forth below.

2. In exchange for the consideration listed above, Grant does hereby release and forever discharge the State of Wisconsin, Department of Corrections, Defendants, and the Department of Corrections' officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as the "Defendant Released Parties") from any and all manner of 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, arising out of the events and circumstances set forth in the Complaint, including but not limited to claims related to Equal Protection and Retaliation against Defendants, up to and through the date Grant signs this agreement.

3. The parties understand and agree that the fact of this settlement and payment of monies does not constitute an admission of liability or of unsoundness of legal position by any party, liability being expressly denied by the State and the Defendants.

4. The State of Wisconsin, Defendants and Grant each agree that in making their respective promises of payment and/or releases they rely on their own judgment, belief, and knowledge as to all of the issues and all phases of their claims and that they each have had an opportunity to confer with their respective legal

counsel about this settlement. Grant affirms that he had the opportunity to consult with his legal counsel before signing this Agreement.

5. The settlement amount is to be distributed as follows: a check in the total amount of \$5,000.00 (Five Thousand Dollars) shall be made payable to Inmate Grant for deposit in his regular inmate trust account.

6. The parties understand and agree that this Release and Settlement Agreement is subject to the provisions of the Wisconsin public records law and that a release of the document by the State of Wisconsin in response to a valid public records request does not constitute a waiver of any of their rights to enforce Grant's obligations under this agreement.

12. Grant further agrees to file, through his counsel, a request for dismissal of case no> 12-cv-0668 with prejudice and without costs within 10 business days of deposit of the settlement funds in paragraph 5, above, into Grant's inmate trust account.

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

14. This Agreement may be executed in counterparts.

This Release and Settlement Agreement has been read and understood by the undersigned before signing.

Stephen L. Grant

Stephen L. Grant

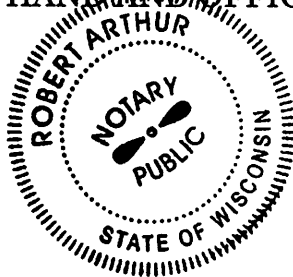
STATE OF WISCONSIN)

) ss.

COUNTY OF Brown)

On this 14th day of August, ~~2011~~ ²⁰¹⁵ before me, the undersigned Notary Public, personally appeared STEPHEN L. GRANT 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.



Robert Arthur

Notary Public

My Commission Expires: permanent

APPROVED AS TO FORM:

Robert McMillan Arthur

Dated: 8/14/2015

Robert McMillan Arthur

Arthur&Hoffman LLC

310 East Buffalo St. Suite 160

Milwaukee WI 53202-5808

Attorneys for plaintiff

Monica Burkert-Brist

Dated: 8-24-15

Monica Burkert-Brist

Assistant Attorney General

Wisconsin Department of Justice

PO Box 7857

Madison, WI 53707-7857

Attorneys for the State of Wisconsin and Released Parties