

STATE OF WISCONSIN

CIRCUIT COURT  
BRANCH 3

OUTAGAMIE COUNTY

---

THOMAS W. HOLTZ,

Plaintiff,

v.

Case No. 15-CV-1192

WISCONSIN DEPARTMENT OF  
CORRECTIONS and  
WISCONSIN DEPARTMENT OF  
CORRECTIONS  
PROBATION AGENT ERIC  
HABETLER,

Defendants.

---

**RELEASE AND SETTLEMENT AGREEMENT**

---

The parties in the above listed case, Plaintiff Thomas W. Holtz, and Defendant Eric Habetler, by their attorneys, and the State of Wisconsin, by the undersigned, hereby stipulate and agree as follows:

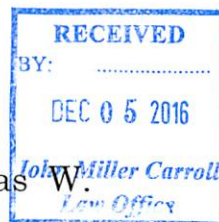
1. The Plaintiff Thomas W. Holtz and the Defendant Eric Habetler, by their respective counsel, together with the State of Wisconsin, wish to resolve all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to Mr. Holtz's claims in this action.

2. The parties and the State of Wisconsin enter into this agreement to resolve all pending disputes and solely to avoid the expense of further litigation in State Court.
3. This agreement is the resolution of disputed claims and does not constitute an admission of liability by Eric Habetler the State of Wisconsin or their agents, including, but not limited to the employees of the Wisconsin Department of Corrections. None of the parties, their counsel or agents, will publically state anything to the contrary. Eric Habetler and the State of Wisconsin have and continue to deny any wrong doing by any of them, their agents or employees.
4. Thomas W. Holtz for himself, his heirs, and assigns, releases and discharges the State of Wisconsin, and all of its agencies, officers and agents, including without limitation, Eric Habetler, from any and all claims, demands, or causes of action he has asserted, or which he could have asserted which relate in any manner to the events associated to Mr. Holtz's stay in the Outagamie County Jail from March 2014 through August 2014 which are at issue in these cases, whether based on state or federal law, and whether said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated. Thomas W. Holtz so releases and so discharges all other persons, corporations, and entities whatsoever,

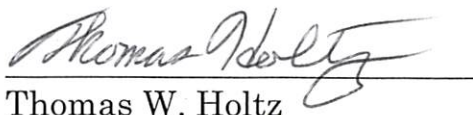
governmental and nongovernmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such persons or entities whether or not named herein. Said release and discharge extends to and includes, without limitation, any claims, demands or causes of action whatsoever.

5. Thomas W. Holtz warrants and represents that there are not known to him persons, firms, corporations, associations, government entities, insurance companies, hospitals or other health care providers, or other third parties who have or may have rights against the parties released hereunder based upon subrogation, derivation or assignment resulting from or arising out of the above-described legal actions. Thomas W. Holtz for himself, his spouse, his heirs, executors, administrators, agents and assigns, hereby agrees to indemnify and hold harmless all parties released hereunder, and their attorneys, of and from all loss, damage and expense, including all costs of defense and attorney fees, as a result of any claim based upon subrogation, derivation or assignment resulting from or arising out of the above-captioned case or any underlying agency proceedings.


6. This agreement is a full, final and complete compromise and settlement of disputed claims and the amounts to be paid as herein recited by the State of Wisconsin are the sole consideration for this settlement.
7. In exchange for the promises made herein, the State of Wisconsin as expeditiously as possible will pay Mr. Holtz \$3,500.00 for any alleged compensatory damages he may have suffered.
8. Any determinations as to the taxability or non-taxability of all or a portion of the settlement proceeds is the responsibility of plaintiff and his tax advisor. Mr. Holtz accepts full responsibility for any and all tax liability arising from these payments, and will hold the State of Wisconsin and its agents harmless from any liability arising from same.
9. The parties and the State of Wisconsin agree that Thomas Holtz will sign a stipulation to cause the state proceedings to be dismissed with prejudice and no costs or fees by filing the appropriate documents in each forum.
10. The parties and the State of Wisconsin and their agents recognize that this settlement agreement is a public document and is subject to the Wisconsin Public Records Law.
11. Thomas W. Holtz has read this document and by signing represents that he understands its terms and conditions.



12. This agreement constitutes the full settlement of Thomas W. Holtz's federal claim, and any other claims, including state claims.


  
Thomas W. Holtz

12-1-16  
Date

  
John Miller Carroll  
State Bar No. 1010478  
John Miller Carroll Law Office  
226 S. State Street  
Appleton, Wisconsin 54911

11/29/16  
Date

Attorney for Thomas W. Holtz

  
Robert B. Bresette  
Assistant Attorney General  
State Bar No. 1079925

11-22-16  
Date

Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857

Attorney for Eric Habetler