

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

---

ADAM A. LOCKE,

Plaintiff,

v.

Case No. 10-CV-430

ANTHONY FLORES and MYA HAESSIG,

Defendants.

---

RELEASE AND SETTLEMENT AGREEMENT AMONG THE STATE OF  
WISCONSIN, DEFENDANT MYA HAESSIG AND PLAINTIFF ADAM LOCKE

---

The Plaintiff, Adam Locke ("Locke"), Defendant Mya Haessig and the State of Wisconsin, ("State") hereby agree to the following terms and conditions of settlement of Locke's claims against Defendant Haessig and further hereby agree to the following in a complete and final settlement of any and all claims and issues raised by Locke in the above-captioned litigation and of any and all claims and issues against any current or former state employees of the Department of Corrections arising from the events that were the subject of the above-referenced case, except those claims against Anthony Flores in his individual capacity.

1. **No Admission of Liability.** This agreement is a full, final, and complete compromise and settlement of disputed claims. The State and Haessig do not admit any liability or wrongdoing by any past or present official, agent, or employee of the State. Likewise, Locke does not admit to any unsoundness of his stated legal position in this action.

2.     **Payment.** The State of Wisconsin, on behalf of itself and its agents, shall pay \$52,000.00 (Fifty Two Thousand Dollars and Zero Cents) as damages to Locke. Locke understands and agrees that he is responsible for any possible state or federal taxes that might later be determined to be owed on this payment. The State, upon receiving Locke's original signature on this agreement, will tender the payment of this settlement via check made out to the trust account of Locke's attorney of record in the above lawsuit, Safer & Stein. Locke agrees that upon tender of the settlement check to the Safer & Stein trust account, the State, Haessig, and all current or former state employees other than individual Defendant Anthony Flores shall have fully and completely discharged their obligations to Locke and his attorneys of record as to any claims for monetary or punitive damages, attorney fees, or costs in the above-captioned litigation.

3.     **Dismissal of Complaint and Covenant Not To Sue Civilly.** Locke agrees to stipulate to and to sign any documents necessary to withdraw and dismiss, with prejudice, any and all claims against the State and Haessig, including claims against the State and its successors, former and current employees, agents, and assigns (other than individual Defendant Anthony Flores) arising from the events that were the subject of the above-referenced case. This includes, but is not limited to, litigation in state and federal court and pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable. Locke further agrees and specifically covenants not to file any appeal of the order or judgment issued by the Court in the above-captioned lawsuit dismissing Defendant Haessig

and Locke's claims against Defendant Haessig. Locke expressly reserves his right to file an appeal of any adverse order, decision, or judgment concerning Locke's claim(s) against individual Defendant Anthony Flores, subject to the provisions of paragraph 5, below. Locke further agrees and specifically covenants to assert no further appeals or claims against the State for indemnification of Flores, nor to raise any claim that Flores was acting in the scope of his employment with respect to Locke, nor to make or assert any claim that the State is liable in any fashion to pay any damages awarded to Locke against Flores. Locke further covenants not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board against any former or current employees of the State if such claims arise from the events that were the subject of the above-referenced case.

4.     **Release.** Locke, and on behalf of his beneficiaries, heirs and assigns, releases and discharges the State, Haessig, and all present and former officials, agents, and state employees (other than individual Defendant Anthony Flores) from any and all claims, demands, or causes of action Locke has asserted, which he may have asserted, or which he could have asserted that relate in any manner to the events that were the subject of the above-referenced case. The releases apply whether or not the alleged claim is based on state or federal law, and whether or not the claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or anticipated or unanticipated.

**5. Reservation of Rights to Pursue Collection of Judgment Against Anthony Flores; Waiver of Right to Pursue Indemnification.** Locke specifically reserves all rights to pursue any judgment he obtains in this matter against former state employee, Defendant Anthony Flores, in Flores's individual capacity. No terms of this settlement agreement and release shall be construed as a satisfaction of any judgment Locke obtains against Flores personally, nor has the State agreed to be responsible for the future payment of any portions of that judgment. Locke specifically and affirmatively waives any and all rights to assert any claim against the State for payment of any judgment issued in this case against Flores, including any claims related to scope of employment, or indemnification of Flores.

**6. Review and Consultation with Counsel.** This agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. Locke affirmatively states by signing below that he had the assistance of counsel of his choosing during the negotiation and execution of the settlement represented by this agreement and that he had ample opportunity to review the ramifications of this agreement with his chosen legal counsel.


**7. Full Agreement.** This agreement constitutes the full and complete settlement agreement of the parties to this action.

By the Plaintiff:

  
Adam Locke

9/22/2015  
Date

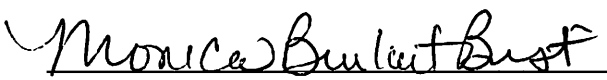
Subscribed and sworn to before me  
this 22 day of September, 2015.

  
Notary Public, State of Wisconsin  
My Commission: permanent

APPROVED AS TO FORM:

  
Attorney for Plaintiff

9/22/15  
Date

  
Monica Burkert-Brist,  
Assistant Attorney General  
Attorney for Defendant Haessig and  
State of Wisconsin

9/21/15  
Date