


Dated this 18th day of December, 2014.



Dennis E. Jones
Plaintiff, *Pro Se*
Wisconsin Secure Program Facility
1101 Morrison Drive
P.O. Box 9900
Boscobel, Wisconsin 53805

Dated this _____ day of December, 2014.

Spencer A. Brown
Plaintiff, *Pro Se*
Green Bay Correctional Institution
2833 Riverside Drive
P.O. Box 19033
Green Bay, Wisconsin 54307-9033

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

MUSTAFA-EL K.A. AJALA a.k.a Dennis E. Jones-El,
and SPENCER A. BROWN,

Plaintiffs,

v.

Case No. 13-cv-184-bbc

KELLI WEST, RICK RAEMISCH, TODD OVERBO,
CATHY JESS, PETER HUIBREGTSE, TIM HAINES,
CHARLES COLE, and ANTHONY BROADBENT,

Defendants.

SETTLEMENT AGREEMENT

The parties to the above-entitled action enter into this agreement for the purpose of settling the above-entitled action on following terms:

1. This agreement is a full, final and complete compromise and settlement of disputed claims. This agreement will not be construed as an admission of liability or wrongdoing on the part of the defendants, who specifically deny there is any basis for liability to the plaintiffs.

2. In order to resolve the disputes between them, the defendants agree to pay plaintiff Dennis E. Jones (#223971) \$950.00, and plaintiff Spencer A. Brown (#400499) \$950.00. These payments will be made as expeditiously as possible by the issuance of two (2) checks: a check will be made payable to Dennis E. Jones (#223971) in the amount of \$950.00, and a check will

be made payable to Spencer A. Brown (#400499) in the amount of \$950.00. The defendants agree to permit a manual hold on deduction ~~from~~ ^{on} Mr. Jones's account so that as close to 250⁰⁰ as can be achieved remains after deposit of the \$950⁰⁰ check. Any expenses incurred from the date this agreement is signed to the date the check is deposited in Mr. Jones's account will be deducted from the remaining 250⁰⁰.

3. In exchange for such payment, the plaintiffs, for themselves, their heirs and assigns, agree to fully release and discharge the defendants and all other officials and employees of the State of Wisconsin, individually and in their official capacities, from any and all claims, demands and causes of action they have asserted, which they may have asserted, or which they could have asserted in the above-entitled action, whether or not based on state or federal law, and whether or not said claims, demands, or causes of action now exist or may hereafter accrue, are known or unknown, or are anticipated or unanticipated. The plaintiffs agree that the payment of \$950.00 to each of them is accepted in full satisfaction of any and all such claims, demands and causes of action in this case, including any entitlement to costs or fees.

4. The plaintiffs agree that in signing this agreement they are relying on their own judgment, belief, and knowledge as to all phases of their claims and that they are not relying on representations or statements made by the defendants or anybody representing them.


5. The parties agree that upon execution of this settlement agreement, defense counsel will cause this action to be dismissed with prejudice and without costs by filing the attached *Stipulation of Dismissal* with the federal court.

6. The parties recognize that this settlement agreement is a public document and is subject to the Wisconsin Public Records Law.

7. The plaintiffs agree that they have read this document and by signing represent that they understand its terms and conditions.

8. This agreement constitutes the full settlement of plaintiffs' claims in the above-captioned action.

Dated: 12-18-14



Dennis E. Jones
Plaintiff, *Pro Se*

Dated: _____

Spencer A. Brown
Plaintiff, *Pro Se*

Dated: _____

Jody J. Schmelzer
Assistant Attorney General
Attorney for Defendants