

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

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CHARLES SHEPPARD,

Plaintiff,

v.

Case No. 12-cv-703-wmc

JOSHUA WALKER, et al.,

Defendants.

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**RELEASE AND SETTLEMENT AGREEMENT**

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This Release and Settlement Agreement (“Agreement”) is made between Plaintiff Charles Sheppard (“Plaintiff”) and the State of Wisconsin (“the State”), the Wisconsin Department of Corrections (“DOC”), and all current and former employees of those entities (collectively, “Defendants”).

WHEREAS, Plaintiff, a prisoner in custody at Wisconsin Secure Program Facility, filed a Complaint in the Western District of Wisconsin United States District Court, Case No. 12-cv-703, alleging that various DOC employees violated his Eighth Amendment rights and retaliated against him;

WHEREAS, Case No. 12-cv-703 is currently pending in the Western District of Wisconsin (the “Action”); and

WHEREAS, Plaintiff and Defendants desire to settle this Action without the cost, expense, and uncertainty of trial and without admission of fault or liability;

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

1. SETTLEMENT AMOUNT. The State agrees to pay Charles Sheppard the amount of \$10,000 (the "Settlement Payment") for damages arising out of the incident that forms the basis of the Action. The payment shall be made on or before December 18, 2015, with the check made payable to Hawks Quindel Trust Fund. In accordance with the Judgment of Conviction in Milwaukee County Case No. 99-cf-3514, as of the execution of this Agreement, none of the \$10,000 will be paid towards court-ordered restitution or fines at this time. The parties note that the Judgment of Conviction in Milwaukee County Case No 99-cv-3514, as well as the DOC administrative code, governs whether Charles Sheppard may be required to pay restitution from this settlement amount. The undersigned attorney for the defendants agrees not to take any action to interfere with the Judgment of Conviction's assignment of court-ordered restitution.

2. NON-MONETARY CONDITIONS. The State agrees to expunge Conduct Report CCI-2251263, by December 18, 2015. The State further agrees that by December 18, 2015, it will submit a referral for the Plaintiff to be transferred to Wisconsin Resource Center for treatment. The Plaintiff understands that the submission of the referral does not guarantee he will be accepted by Wisconsin Resource Center.

3. PAY-TO-STAY FEE POLICIES DO NOT APPLY. The Released Parties agree that the settlement amount payable to the Plaintiff and interest

thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future.

4. DISMISSAL OF COMPLAINT. The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Action and any and all claims against the State and the DOC, including claims against former and current employees of those entities, arising out of the incident that forms the basis of this Action.

5. RELEASE OF CLAIMS. In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney fees, claims and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law), that relate to any action or inaction—of any State of Wisconsin, DOC or DOC employee—that arises out of the events and circumstances set forth in the Complaint, First Amended Complaint, and Second Amended Complaint filed in the Action.

6. COVENANT NOT TO SUE. This Agreement shall also be deemed a covenant by the Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by this Agreement, not to file any appeal of any court decision in the Action, and not to file any new lawsuits, claims, or complaints

in any court, or with any state or federal agency or licensing board against Defendants or their heirs, or against the State, the DOC, its successors, agents, and assigns or any former or current employee of the State if such claims relate to any action or inaction—of any State of Wisconsin, DOC or DOC employee—that arises out of the events and circumstances set forth in the Complaint filed in the Action.

7. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any future acts of retaliation or deliberate indifference.

8. **COSTS AND ATTORNEYS' FEE.** Each party will bear its own costs and attorneys' fees.

9. **SCOPE OF AGREEMENT.** This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

10. **COMPROMISE OF DISPUTED CLAIM.** This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, 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 deny liability or wrongdoing and intend merely to avoid litigation and buy their peace.

11. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts.

12. **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. The Plaintiff affirmatively states by signing below, that he had the assistance of counsel during the negotiation and execution of the settlement represented by this Agreement.

**(The remainder of this page is intentionally left blank)**

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

Charles Sheppard  
Charles Sheppard  
DOC #312596

State of Wisconsin     )  
County of Grant        )

Subscribed and sworn to before me  
this 4<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2015.

Eileen K. Reiff  
Notary Public, State of Wisconsin  
My commission expires: 11-23-18

ATTORNEY FOR DEFENDANT:

Date: 12/4/15

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