

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Release Agreement") is made between Latasha R. Armstead and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC") and all current and former employees of those entities.

WHEREAS, Armstead, a prisoner in the custody of the Wisconsin Department of Corrections, has alleged that various DOC employees violated her constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, and all current and former State of Wisconsin employees believe that they acted properly, but litigation is a considerable drain on resources and budgets,

WHEREAS, Armstead, the State of Wisconsin, the DOC, and current and former employees of those entities ("the parties") desire to settle *Armstead v. Driscoll, et al.*, E.D. Wis. Case 12-C-756, without admission of fault or liability, according to the provisions of this Release Agreement.

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

1. Within thirty days of the effective date of this agreement, the State of Wisconsin will issue a check in the amount of two thousand, five hundred dollars (\$2,500) to the trust account of Davis & Kuelthau, S.C. That money can be released by Armstead's attorneys to Armstead or any person designated by Armstead. If any of the \$2,500 is deposited into Armstead's inmate trust account, a portion of that money will be withheld for repayment of debts, including restitution, in

accordance with DOC procedures applicable to deposits of money into inmate trust accounts.

2. In exchange for the consideration listed above, Armstead does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as the "Released Parties") from any and all 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, which Armstead now has or may in the future have against the Released Parties, arising out of the events and circumstances set forth in the Complaint filed in *Armstead v. Driscoll, et al.*, E.D. Wis. Case 12-C-756, or which could have been sought in any civil action based on the events outlined in the Complaint.
3. Armstead hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Armstead v. Driscoll, et al.*, E.D. Wis. Case 12-C-756. This Release Agreement shall also be deemed to be a covenant by Armstead not to sue the State of Wisconsin, the DOC, and the DOC's officers, agents, and employees for any of the matters released or discharged by this Release Agreement. Armstead agrees to indemnify, defend and hold harmless each Released Party from any obligation, liability, claim or expense (including reasonable attorneys' fees) resulting from a breach of this covenant not to sue.

4. Each party will bear their own costs and attorneys' fees.
5. This Release Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
6. Armstead agrees that in making this release Armstead relies on Armstead's own judgment, belief, and knowledge as to all of the issues and all phases of Armstead's claim, including the nature and extent and duration of Armstead's symptoms and injuries. Armstead warrants and acknowledges that Armstead is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
7. This Release Agreement is a full, final, and complete compromise and settlement of the disputed claims relating to or arising out of the alleged conduct and occurrences that took place on or between May 20, 2012 through May 26, 2012, as further described in the Complaint filed on July 23, 2012, in *Armstead v. Driscoll, et al.*, E.D. Wis. Case 12-C-756. It is understood and agreed by the undersigned that this settlement is the compromise of the disputed claims described in this Release Agreement, 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 herein deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.
8. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

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

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF COLUMBIA )

WITNESS MY HAND AND OFFICE SEAL.

My Commission Expires: 0706-2018

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## CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Latasha R. Armstead, and in accordance with Wis. Stat. § 757.38, hereby consents to the above settlement.

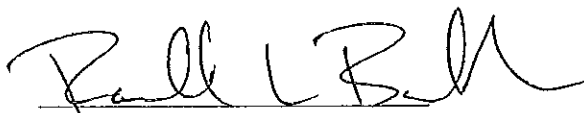
JAN. 6, 2015  
Date

A. E. Hall  
Aaron E. Hall  
Davis & Kuelthau, S.C.

CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT  
OF CORRECTIONS, and EMPLOYEES of  
those entities, by their attorney

1/6/15  
Date

A handwritten signature in black ink, appearing to read "Rachel L. Bachhuber", written over a horizontal line.

Rachel L. Bachhuber  
Assistant Attorney General  
Wisconsin Department of Justice