

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

In *Gidarisingh v. Bittelman, et al*, WD Wis. Case 12-CV-916, Gidarisingh alleged that various DOC employees violated his constitutional rights and other rights provided by Wisconsin law. Defendants denied all of plaintiff's allegations. Several defendants and claims were dismissed on summary judgment. The case went to trial on August 10-12, 2015. Gidarisingh's First Amendment Retaliation claim was dismissed by the court at the close of evidence. The jury returned a verdict in favor of defendants Jason Witterholt, Kelly Rickey, and Brian Franson. The jury returned a verdict against defendant Travis Bittelman for excessive force, but returned a verdict in favor of Bittelman on the state law battery claim. The jury awarded Gidarisingh \$5000 in compensatory damages and \$2000 in punitive damages.

WHEREAS, the State of Wisconsin, the DOC, and all current and former State of Wisconsin employees believe that they acted properly, but additional litigation, including but not limited to post-trial motions and appeals, would be a considerable drain on resources and budgets,

WHEREAS, Gidarisingh believes that the defendants acted improperly with respect to all of the events alleged in his complaint but is willing to settle the case on the terms and conditions set forth herein,

WHEREAS, Gidarisingh, the State of Wisconsin, the DOC, and current and former employees of those entities ("the parties") desire to settle *Gidarisingh v. Bittelman, et al*, WD Wis. Case 12-CV-916 in its entirety, including any other potential claim arising from or related

to the allegations in the Complaint, without admission of fault or liability, according to the provisions of this Agreement.

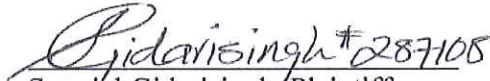
NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the parties agree as follows:

1. Within thirty days of the effective date of this agreement, the State of Wisconsin will issue a check in the amount of thirteen thousand dollars (\$13,000) to the trust account of Kirkland & Ellis, LLP. The effective date of this agreement shall be the date on which the last of Sonniel Gidarisingh, Anne Bensky, and Alec Solotorovsky executes this agreement.
2. In exchange for the consideration listed above, Gidarisingh does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, former state employees including but not limited to all current or former DOC 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, costs, claims, and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law, based on any actions or omissions arising from or related to the allegations made in the Complaint in *Gidarisingh v. Bittelman, et al*, WD Case No. 12-CV-916.
3. This Release Agreement shall also be deemed to be a covenant by Gidarisingh not to sue the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, and former employees in state or federal court, for any inaction or action arising from or related to the allegations made in the Complaint in *Gidarisingh v. Bittelman, et al*, WD Case No. 12-CV-916.

The DOC will not allocate any part of these Settlement Proceeds to Mr. Gidarisingh's Release Account.

4. Both Parties agree this Release Agreement concludes any and all litigation and or appeals in *Gidarisingh v. Bittelman, et al*, WD Case No. 12-CV-916, and both parties expressly agree they will not pursue post-trial motions in the district court, or an appeal in the Seventh Circuit Court of Appeals.
5. Each party will bear their own costs and attorneys' fees. Gidarisingh will withdraw his pending motion in *Gidarisingh v. Bittelman, et al*, WD Case No. 12-CV-916, for costs and fees associated with this action, including but not limited to fees available under the Prison Litigation Reform Act.
6. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, attorneys, successors, and assigns of the undersigned.
7. This Release Agreement is a full, final, and complete compromise and settlement of any disputed claims arising from or related to *Gidarisingh v. Bittelman, et al*, WD Case No. 12-CV-916. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims, and that any payment made above the jury verdict 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.
9. Gidarisingh has had an opportunity to review the Agreement with his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

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



Sonniel Gidarisingh, Plaintiff



CONSENT OF ATTORNEY AND SETTLEMENT

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

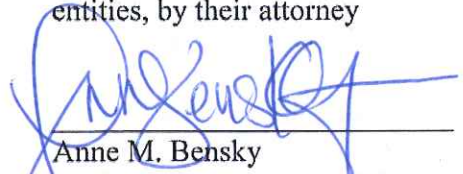
9/22/15
Date


Alec Solotorovsky
Kirkland & Ellis LLP

CONSENT OF ATTORNEY AND SETTLEMENT

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

9/22/2015
Date


Anne M. Bensky
Assistant Attorney General
Wisconsin Department of Justice