

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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This Mutual Release and Settlement Agreement ("Agreement") is made among Plaintiff LaDell Evans ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC") and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff filed a Complaint in the U.S. District Court for the Western District of Wisconsin and the case is pending in that court as Case No. 15-cv-00340; and

WHEREAS, Plaintiff and Defendants desire to settle Case No. 15-cv-00340 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 the amount of Twelve Thousand Eight Hundred Fifty Dollars (\$12,850) to LaDell Evans within 30 days after execution of this Agreement, with a check made payable to the "Godfrey & Kahn Trust Account."

2. **MEDICAL ASSESSMENT.** The State agrees that, within 30 days of the execution of this agreement by the parties, the DOC will provide plaintiff with an in-person medical evaluation by a DOC physician that Evans has not seen before. Before the evaluation, the physician shall, at a minimum, review plaintiff's medical history from January 1, 2012 to the present. Within 30 days of the evaluation, the physician shall issue an assessment identifying all current diagnoses and medications, and providing recommendations for future medical

treatment, including recommendations for treatment to address Plaintiff's migraines. The physician shall also give an opinion as to whether Plaintiff should be referred to outside providers for specialty care.

3. **DISMISSAL**

Plaintiff agrees and stipulates to sign any documents necessary to withdraw and dismiss, with prejudice, Western District Case No. 15-cv-00340.

Plaintiff agrees to dismiss and release any and all claims against the State, including claims against former and current employees of the State. This includes, but is not limited to, litigation in state and federal court, as well as pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

4. **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 or DOC employee—that took place on any date before this agreement is executed by the Plaintiff.

5. **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 or DOC employee—that took place on any date before this agreement is executed by the Plaintiff.

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

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


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

9. **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.

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

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


Signed and sealed at the Wisconsin Secure Program Facility, Boscobel, Grant County, Wisconsin, this 1<sup>st</sup> day of June, 2017.

  
LaDell Evans

STATE OF WISCONSIN )  
COUNTY OF Grant ) ss.

On this 1 day of June, 2017, before me, the undersigned Notary Public, personally appeared claimant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.

  
Notary Public

My Commission Expires:

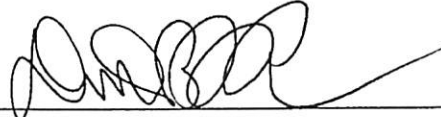
07/22/2017

### CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

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

June 14, 2017

Date



DUSTIN B. BROWN  
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### CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

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

June 15, 2017

Date



ANN M. PEACOCK  
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