

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

In *Hamlin v. Wenzel*, WD Wis. Case 13-202, Hamlin alleged that various DOC employees violated his constitutional rights. Defendants denied all of plaintiff's allegations. The case went to trial on March 16-17, 2015. Defendant Derek Schouten was dismissed as a defendant at the close of evidence. The jury returned a verdict in favor of defendants Anthony Lo Bianco, Scott Ross, and Matthew Burns. The jury was unable to reach a unanimous verdict as to a claim against defendant Jason Wenzel.

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

WHEREAS, Hamlin, the State of Wisconsin, the DOC, and current and former employees of those entities ("the parties") desire to settle *Hamlin v. Wenzel*, WD Wis. Case 13-202 and any other potential claim, 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 five thousand dollars (\$5,000) to the trust account of Boardman and Clark LLP.
2. In exchange for the consideration listed above, Hamlin 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, based on any actions or omissions taking place on or before the time and date this agreement is signed by Hamlin.

3. Hamlin hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Hamlin v. Wenzel*, WD Wis. Case 13-202.
4. This Release Agreement shall also be deemed to be a covenant by Hamlin not to sue the State of Wisconsin, the DOC, and the DOC's officers, agents, employees for any inaction or action occurring on or before the time and date this agreement is signed by Hamlin.
5. Each party will bear their own costs and attorneys' fees.
6. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
7. Hamlin agrees that, in making this release, Hamlin relies on Hamlin's own judgment, belief, and knowledge as to all of the issues and all phases of Hamlin's claim, including the nature and extent and duration of Hamlin's injuries. Hamlin warrants and acknowledges that Hamlin is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
8. This Release Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims, 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.

9. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

10. Hamlin 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.

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

  
Christopher Hamlin, Plaintiff

**CONSENT OF ATTORNEY AND SETTLEMENT**

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

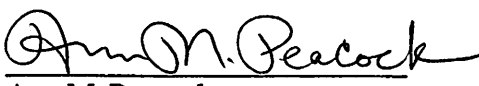
March 18, 2015  
Date

  
Catherine Rottier  
Boardman & Clark LLP

**CONSENT OF ATTORNEY AND SETTLEMENT**

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

March 19, 2015  
Date

  
Ann M. Peacock  
Assistant Attorney General  
Wisconsin Department of Justice