

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

HARRISON FRANKLIN,

Plaintiff,

v.

Case No. 11-CV-736-WMC

GREGORY GRAMS, DYLAN RADTKE,
BRIAN FRANSON, LT. DAVIDSON, LT.
KARNA, MARY FOSTER, ANTHONY
ASHWORTH,
CO II DOBRYZINSKI, CO BECK, SGT.
HARRIS, CO II PULVER, MS. THORPE,
DR. SCHELLER, LORI ALSUM, BARBARA
DELAP,
RYAN TOBIASZ, DR. SULIENE,
MARK CLEMENTS, et al.,

Defendants.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Harrison Franklin ("Plaintiff"), the defendants, the State of Wisconsin (the "State"), the Wisconsin Department of Corrections (DOC), Columbia Correctional Institution (CCI), and all employees of those entities (the State, CCI, DOC, and their respective employees collectively referred to as the "Defendants").

WHEREAS, Plaintiff, a prisoner in CCI custody, filed a Complaint in the U.S. District Court for the Western District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS, Case No. 11-CV-736 is currently pending in the U.S. District Court for 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 the cumulative amount of Three Thousand Dollars (\$3,000.00) to Harrison Franklin, a portion of which will pay an institution debt of no more than Three Hundred Sixty Dollars and Ninety-One Cents (\$360.91) existing on the date this Agreement is executed. The remaining amount of Two Thousand Six Hundred Thirty-Nine Dollars and Nine Cents (\$2,639.09) shall be paid to Harrison Franklin (the "Settlement Payment") within thirty days after execution of this Agreement. The State shall arrange for the Settlement Payment owed directly to Plaintiff via a check payable to the Habush Habush & Rottier, S.C. Trust Account. Plaintiff understands and agrees that he is responsible for any possible state or federal taxes that might later be determined to be owed on this Settlement Payment or on the forgiveness of debt.

2. **MEDICAL REFERRAL.** The State also agrees to provide a referral to an ENT to assess whether Plaintiff requires surgical intervention for his deviated septum. The referral will be consistent with CCI medical referral procedures (i.e., submitting an off-site services request).

3. 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 CCI, including claims against former and current employees of those entities. This includes, but is not limited to, litigation in state and federal court, and 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 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 CCI employee—that took place on any date before this Agreement is fully executed.

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 individual Defendants or their heirs, or against the State, the DOC, CCI, or their respective 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 CCI employee—that took place on any date before this Agreement is fully executed.

6. RESERVATION OF RIGHTS. Plaintiff reserves any and all rights he may have to challenge any future acts of negligence or deliberate indifference to his medical or mental health needs.

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.

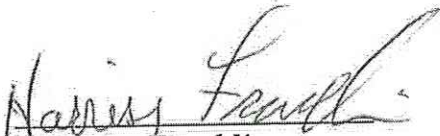
9. COMPROMISE OF DISPUTED CLAIM. This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability 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. 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.

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



Harrison Franklin

State of Wisconsin)
County of Dea (Columbia)


Subscribed and sworn to before me
this 12th day of April, 2017.


Notary Public, State of Wisconsin
My commission expires: permanently

Date: April 13, 2017


Theresa M. Anzivino (#1079343)

Attorneys for Defendants


David Blinka (#1089097)
Christopher Rogers (#1020946)

Attorneys for Plaintiff, Harrison Franklin

