

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

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STEPHEN MESSNER,

Plaintiff,

v.

Case No. 14-cv-01272

PATRICK MURPHY, et al.,

Defendants.

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**MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

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This Mutual Release and Settlement Agreement (“Agreement”) is made between Plaintiff Stephen Messner (“Plaintiff”) and Defendant Dr. Patrick Murphy (“Murphy”), the State of Wisconsin (“the State”), the Wisconsin Department of Corrections (“DOC”), the Oshkosh Correctional Institution (“Oshkosh”), and all employees of those entities (collectively, “Defendants”).

WHEREAS, Plaintiff, a former prisoner, filed a Complaint in the U.S. District Court for the Eastern District of Wisconsin (Case No. 14-cv-01272) alleging that Dr. Patrick Murphy violated his constitutional rights (the “Action”); and

WHEREAS, Plaintiff and Defendants desire to settle the 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 amount of Twenty-Two Thousand, Two Hundred Fifty Dollars (\$22,250.00) to Stephen Messner (the “Settlement

Payment”) within 30 days after full execution of this Agreement. The State shall arrange for the full payment of this amount via a check made payable to Robert N. Meyeroff S.C. Client 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 payment.

2. **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 Murphy, the State, DOC, and Oshkosh, including claims against former and current employees of those entities. This includes, but is not limited to, litigation in state and federal court, pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

3. **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 Oshkosh employee—that took place on any date before this agreement is fully executed.

4. **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, DOC, Oshkosh, 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, DOC or Oshkosh employee—that took place on any date before this agreement is fully executed.

5. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any action or inaction—of any State of Wisconsin, DOC or Oshkosh employee—that took place on any date after this agreement is fully executed.

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

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

8. **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.

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

10. **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.

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

Dated August 12, 2016.



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Stephen Messner  
*Plaintiff*

Dated August 15, 2016.

ROBERT N. MEYEROFF, S.C.

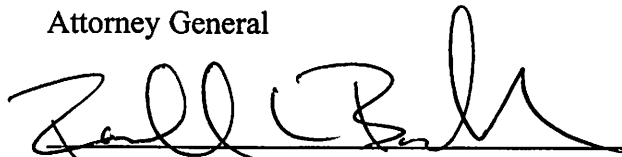


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Dated August 19, 2016.

BRAD D. SCHIMEL  
Attorney General

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

RACHEL L. BACHHUBER  
Assistant Attorney General  
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