

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

MICHAEL L. THOMPSON,

Plaintiff,

v.

Case No. 13-cv-00930-nj

WILLIAM HOLM, MATTHEW LARSON,
RANDALL LASHOCK, BRUCE BLEICH,
and JOHN DOE,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (Agreement) is made between Plaintiff Michael L. Thompson (Plaintiff) and the State of Wisconsin (the State), the Wisconsin Department of Corrections (DOC), and all current and former employees of those entities (collectively, Defendants).

WHEREAS, Plaintiff, a prisoner in custody at Waupun Correctional Institution, filed a Complaint in the Eastern District of Wisconsin United States District Court, Case No. 13-cv-930, alleging that various DOC employees violated his First Amendment rights;

WHEREAS, Case No. 13-cv-983 is currently pending in the Eastern 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 Michael Thompson the amount of \$3,600 (the Settlement Payment) for damages arising out of the incident that forms the basis of the Action.

2. PAY-TO-STAY FEE POLICIES DO NOT APPLY. The Released Parties agree that the settlement amount payable to the Plaintiff and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy, or provision exists now or in the future.

3. DISMISSAL OF COMPLAINT. The Plaintiff agrees 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 the DOC, including claims against former and current employees of those entities, arising out of the incident that forms the basis of this Action.

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, DOC or DOC employee—that arises out of the events and circumstances set forth in the Complaint, First Amended Complaint, and Second Amended Complaint filed in the Action.

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, DOC or DOC employee—that arises out of the events and circumstances set forth in the Complaint filed in the Action.

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

7. COSTS AND ATTORNEYS' FEE. 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. This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties.

(The remainder of this page is intentionally left blank)

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

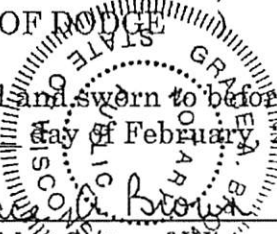


MICHAEL THOMPSON
DOC #239812

STATE OF WISCONSIN)
) ss.

COUNTY OF DODGE

Subscribed and sworn to before me
this 5 day of February, 2016.

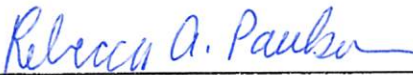


Michael A. Brown

Notary Public, State of Wisconsin
My commission expires: 5-1-16

ATTORNEY FOR DEFENDANTS:

Date: 2/5/16



REBECCA A. PAULSON
Assistant Attorney General
State Bar #1079833

Wisconsin Department of Justice
Post Office Box 7857
Madison, WI 53707-7857
(608) 266-0278