

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

THOMAS J. BLAKE,

Plaintiff,

v.

Case No. 14-cv-903-jdp

WISCONSIN DEPARTMENT OF CORR.,
MICHAEL DONOVAN, MICHAEL
BAENEN, CATHY FRANCOIS, MICHAEL
MOHR, DENNIS MOSHER, KELLI R.
WILLARD-WEST, CHARLES FACKTOR,
BRIAN FOSTER, KELLY SALINAS, CINDY
O'DONNELL, and JODENE PERTTU,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made between Plaintiff Thomas Blake ("Blake") 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, Blake, a prisoner in custody at Green Bay Correctional Institution, filed a Complaint in the Western District of Wisconsin United States District Court, Case No. 14-cv-903, alleging that various DOC employees violated his First and Fourteenth Amendment rights and violated the Religious Land Use and Institutionalized Persons Act;

WHEREAS, Case No. 14-cv-903 is currently pending in the Western District of Wisconsin (the "Action"); and

WHEREAS, Blake and the 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. FILING FEE. The State agrees to pay Blake the amount of \$350.00 to reimburse him for the filing fee he paid in commencing this Action. The payment shall be in the form of a check made payable to Thomas Blake.

2. NEW RELIGIOUS PROPERTY TO BE ALLOWED FOR BLAKE. The State agrees that during Blake's incarceration in Wisconsin State prison facilities, Blake will be allowed to possess the following items in his cell, subject to prior approval/inspection by the facility staff to ensure safe possession and use (for example, no metal construction or ornamentation, no hidden compartments):

- (a) One set of square wood rune tiles or one set of rune cards;
- (b) One casting bag;
- (c) One blunted mead horn, 3 – 6 inches long;
- (d) One wooden bowl, 6 inches or less in diameter;
- (e) One white commercially manufactured cloth, up to 36 inches x 36 inches in size.

3. CONDITIONS OF NEW PROPERTY: Possession of the property listed in paragraph 2 shall be contingent on the following conditions:

- a. PROPERTY SOURCE. If Blake wishes to obtain any of the property listed in paragraph 2, the item(s) must be purchased from a vendor catalog that has been approved by the prison at which Blake is incarcerated at the time of the purchase.
- b. PROPERTY COST. Blake will be responsible for the cost of any of the property listed in paragraph 2 which he chooses to purchase.
- c. PROPERTY ALLOWANCES. The religious property items listed in paragraph 2 will not count towards Blake's specific allotment of bowls, cups, or handkerchiefs. However, Blake's total property allowance will not be increased by this Agreement. Blake's total property amount must remain within the total property allowances set by the controlling Division of Adult Institution, DOC, and facility policies.
- d. PROPERTY LOCATION. The property listed in paragraph 2 shall remain in Blake's cell at all times, and is intended only for individual religious use.
- e. PROPERTY MISUSE. The property listed in paragraph 2 may be confiscated at any time if it is used for something other than its intended religious purpose.
- f. EFFECTIVE DATE. The new property allowances listed in paragraph 2 shall go into effect on the date this Agreement is executed.

4. DISMISSAL OF COMPLAINT. Blake 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 Defendants, including claims against former and current employees of those entities, arising out of the incident that forms the basis of this Action.

5. RELEASE OF CLAIMS. In exchange for the consideration listed above, Blake 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 filed in the Action.

6. COVENANT NOT TO SUE. This Agreement shall also be deemed a covenant by Blake 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 DOC 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.

7. RESERVATION OF RIGHTS. Blake reserves any and all rights he may have to challenge any future violations of religious rights.

8. COSTS AND ATTORNEYS' FEE. Other than Blake's filing fee, which is addressed in paragraph 1 above, each party will bear its own costs and attorneys' fees.

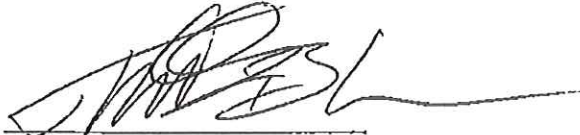
9. SCOPE OF AGREEMENT. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

10. 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.

11. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts.

(The remainder of this page is intentionally left blank.


12. REVIEW. This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. The parties affirmatively state by signing below, that this release and settlement agreement has been read and understood by the undersigned before signing.



THOMAS BLAKE
DOC #493244

State of Wisconsin)
) ss.
County of Brown)

Subscribed and sworn to before me
this 9 day of May, 2016.


Notary Public, State of Wisconsin
My commission expires: 11/1/18

ATTORNEY FOR DEFENDANTS:

Date: 5/9/16



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