

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

WHEREAS, Cage has alleged that various DOC employees violated his constitutional rights, and

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

WHEREAS, Cage, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Cage v. Kemper*, Case No. 14-cv-633 (E.D. Wis.) and any other pending case between the Parties, without admission of fault or liability, according to the provisions of this Agreement.

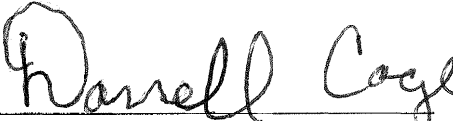
NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the parties agree as follows:

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 Darrell Cage.
2. DOC agrees to immediately approve Cage's request to be married.
3. In exchange for the consideration listed above, Cage 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 of this Agreement relating to or arising out of the above captioned lawsuit.

4. Cage hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Cage v. Kemper*, Case No. 14-cv-633 (E.D. Wis.) and any other open cases filed by Cage against any of the Released Parties. Cage also agrees to not file any cases against the Released Parties for actions or omissions occurring on or before the time and date of this Agreement that relate to arise out of the above captioned lawsuit.
5. This Release Agreement shall also be deemed to be a covenant by Cage 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 of this Agreement relating to or arising from the above captioned lawsuit.
6. This Release Agreement shall also be deemed to be a covenant by Cage not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
7. Each party will bear their own costs and attorneys' fees.
8. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
9. Cage agrees that, in making this release, Cage relies on Cage's own judgment, belief, and knowledge as to all of the issues and all phases of Cage's claim, including the nature and extent and duration of Cage's damages. Cage warrants and acknowledges that Cage is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.


10. 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.
11. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
12. Cage has had an opportunity to review the Agreement with the advice of his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.
- 13. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**

  
Darrell D. Cage

STATE OF WISCONSIN                    )  
  ) ss.  
COUNTY OF WINNEBAGO            )

On this 14 day of December, 2015 before me, the undersigned Notary Public, personally appeared Darrell D. Cage, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.

  
Notary Public

My Commission Expires: 1-8-17



**CONSENT OF ATTORNEY AND SETTLEMENT**

The undersigned, an attorney for Darrell D. Cage, hereby consents to the above settlement.

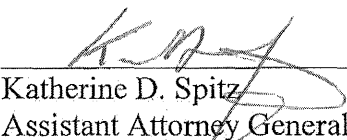
12-22-2015  
Date

  
Eric Van Schyndle  
Quarles & Brady LLP

**CONSENT OF ATTORNEY AND SETTLEMENT**

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

12-22-15  
Date

  
Katherine D. Spitz  
Assistant Attorney General  
Wisconsin Department of Justice