

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made among Plaintiff Andrey Aponte ("Aponte"), Plaintiff Parish Golden ("Golden"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC") and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiffs Aponte and Golden filed a Complaint in the U.S. District Court for the Eastern District of Wisconsin and the case is pending in that court as Case No. 15-CV-1517; and

WHEREAS, Plaintiff Aponte, Plaintiff Golden and Defendants desire to settle Case No. 15-CV-1517 without the cost, expense, and uncertainty of trial and without admission of fault or liability; and

WHEREAS, Plaintiff Golden filed a Complaint in the U.S. District Court for the Eastern District of Wisconsin and the case is pending in that court as Case No. 16-CV-871; and

WHEREAS, Plaintiff Golden and Defendants desire to settle Case No. 16-CV-871 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 Two Thousand Two Hundred Fifty Dollars (\$2,250) to Parish Golden within 20 business days after execution of this Agreement. The State agrees to pay the amount of One Thousand Five Hundred Dollars (\$1,500) to Andrey Aponte within 20 business days after execution of this Agreement.

2. DISMISSAL

Plaintiffs Aponte and Golden agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, Eastern District Case No. 15-CV-1517

Plaintiff Golden agrees to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, Eastern District Case No. 16-CV-871.

With the exception of Plaintiff Aponte's case currently pending in the Western District of Wisconsin as Case No. 14-CV-132, Plaintiffs Aponte and Golden agree to dismiss and release any and all claims against the State, 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.

This Agreement does **not** prevent Aponte from pursuing Western District of Wisconsin Case No. 14-CV-132.

3. RELEASE OF CLAIMS. In exchange for the consideration listed above, Plaintiffs Aponte and Golden release and forever discharge 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 or DOC employee—that took place on any date before this

agreement is fully executed. There is one exception to this paragraph: Aponte is not prevented from pursuing Western District of Wisconsin Case No. 14-CV-132.

4. COVENANT NOT TO SUE. This Agreement shall also be deemed a covenant by the Plaintiffs 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 or DOC employee—that took place on any date before this agreement is fully executed. There is one exception to this paragraph: Aponte is not prevented from pursuing Western District of Wisconsin Case No. 14-CV-132.

5. RESERVATION OF RIGHTS. Plaintiffs reserve any and all rights they may have to challenge any future acts of negligence or deliberate indifference.

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.

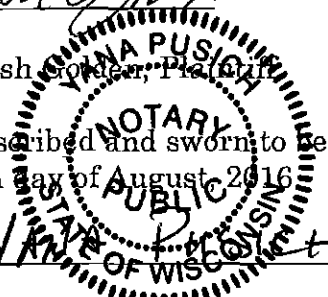
8. COMPROMISE OF DISPUTED CLAIM. This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability 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. **THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**



Parish Golden, Plaintiff
Subscribed and sworn to before me this
30th day of August, 2016


Yanna Pusich
Notary Public, State of Wisconsin
My commission expires: 7/13/2020


Andrey Aponte, Plaintiff

Subscribed and sworn to before me this
30th day of August, 2016.

Notary Public, State of Wisconsin

My commission expires: _____

Date: August 30, 2016



Ann M. Peacock (#1046175)

Attorneys for Defendants

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.

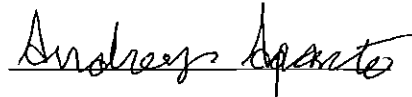
10. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

Parish Golden, Plaintiff

Subscribed and sworn to before me this
30th day of August, 2016.

Notary Public, State of Wisconsin

My commission expires: _____



Andrey Aponte, Plaintiff

Subscribed and sworn to before me this
30th day of August, 2016.



Notary Public, State of Wisconsin

My commission expires: 3/8/2019

Date: August 30, 2016



Ann M. Peacock (#1046175)

Attorneys for Defendants