

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Jeremy Wine, DOC number 201135, and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities.

WHEREAS, Wine 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, and

WHEREAS, Wine, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Jeremy Wine v. Pollard et al.*, 14-cv-838 (E.D. WI) and *Jeremy Wine v. Sandra Johnston, et al.*, 14-cv-1276 (E.D. WI) 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, which is the date all parties have signed this Agreement, the State of Wisconsin will issue a check in the amount of one thousand five hundred dollars (\$1,500) payable to Jeremy Wine.
2. Within thirty days of the effective date of this Agreement, the Wisconsin Department of Justice will file a motion with the Wisconsin Court

of Appeals in *State v. Klotz*, Case Nos. 02-0246-CR and 02-1096-CR (the Motion.) The Motion will ask the court to amend the official publication of the court opinion, 258 Wis.2d 983, to remove all references to Jeremy Wine or Wine and to replace all references to Jeremy Wine or Wine with the term “confidential informant”. The Motion will be filed under seal and a copy of the Motion will be provided to Wine. The Wisconsin Court of Appeals decision on the Motion will be provided to Wine. Wine agrees and understands that the terms of this Agreement remain in full of effect regardless of the decision reached by the Wisconsin Court of Appeals on the Motion.

3. In exchange for the consideration listed above, Wine does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC’s current and former 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 occurring up to the effective date of this Agreement.

4. Wine hereby consents to a voluntary dismissal, on the merits and with prejudice of *Jeremy Wine v. Pollard et al.*, 14-cv-838 (E.D. WI) and *Jeremy Wine v. Sandra Johnston, et al.*, 14-cv-1276 (E.D. WI). This Agreement shall also be

deemed to be a covenant by Wine not to sue the Released Parties for any actions or omissions up to the effective date of this Agreement.

5. Each party will bear their own costs and attorneys' fees.

6. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

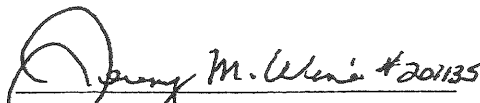
7. Wine agrees that, in making this release, Wine relies on Wine's own judgment, belief, and knowledge as to all of the issues and all phases of Wine's claims, including the nature and extent and duration of Wine's injuries. Wine warrants and acknowledges that Wine is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.

8. This 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.

9. This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

10. Wine has had an opportunity to review the Agreement and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

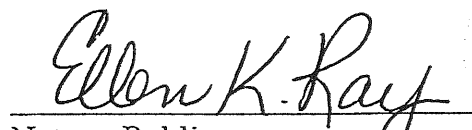
11. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

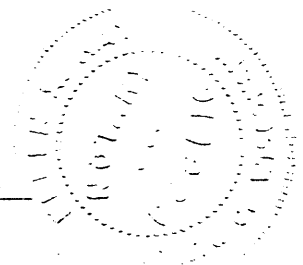

Jeremy Wine

STATE OF WISCONSIN)
) ss.
COUNTY OF GRANT)

On this 13th day of October, 2016 before me, the undersigned Notary Public, personally appeared Jeremy Wine, 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: 11/23/18

CONSENT OF ATTORNEY AND SETTLEMENT


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

10/11/2016
Date


Brandon T. Flugaur
Assistant Attorney General
Wisconsin Department of Justice

CONSENT OF ATTORNEY AND SETTLEMENT

10/11/2016
Date


Samuel C. Hall, Jr.
Zachary J. Flood
Crivello Carlson, S.C.
Attorneys for Defendant Edward Wall