

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Sonniel Gidarisingh ("Plaintiff"), and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC") and individual named defendant ("Defendant"), in settlement of a case pending in the United States District Court for the Eastern District of Wisconsin: *Gidarisingh v. Segerstrom*, Case No. 12-CV-576.

WHEREAS, Plaintiff, Sonniel Gidarisingh, a prisoner in the custody of the Wisconsin Department of Corrections, filed a complaint in the U.S. District Court for the Eastern District of Wisconsin, Case No. 12-CV-576, alleging that DOC employee Defendant Justin Segerstrom violated his rights under the 8th Amendment ("the Lawsuit"), and

WHEREAS, after a formal mediation, Plaintiff, the State of Wisconsin, the DOC, and the Defendant ("the Parties") desire to settle this action, without the cost, expense and uncertainty of trial, and 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. DOC will cancel the entire debt owed by Plaintiff to DOC at the time of this settlement agreement.
2. DOC will pay Plaintiff the sum of \$1000 with no deductions made to this amount for his release account, federal debt, or any other purpose, unless the DOC is required to do so by federal law, state law, or court order.
3. DOC will transfer Plaintiff to Waupun Correctional Institution (WCI) within 2 weeks of the Parties' signing the Agreement.

4. DOC will provide Plaintiff with his legal materials and other property after normal processing upon arrival at WCI and without undue delay.

5. Plaintiff's single cell status will remain in place for such time as the Psychological Services Unit and Security determine that the single cell placement status is appropriate for him.

6. DOC will place Plaintiff at WCI for a minimum of 6 months from the date of transfer as long as DOC is not faced with a system emergency. DOC will agree to place Plaintiff at WCI for a minimum of 12 months from the date of transfer as long as he maintains positive behavior and DOC is not faced with a system emergency. Positive behavior is defined as Plaintiff's receiving no major conduct reports. The receipt of a major conduct report by Plaintiff is not a breach of the Agreement and the other terms of the Agreement, to the extent they remain applicable, will remain in effect, subject to Section 7 below, if Plaintiff receives a major conduct report.

7. At the time of transfer DOC will place Plaintiff on the C Range of the Segregation Unit at WCI at Step 3 status, with all Step 3 privileges (including the ability to use a television, radio, and a fan). Plaintiff's step status and privileges after the date of his arrival at WCI will be wholly dependent on his conduct and behavior at the institution, in accordance with all DOC and WCI policies and procedures. In the event that Plaintiff receives a conduct report and his step status were to change as a result, Plaintiff shall have no remedy by virtue of the Agreement.

8. In exchange for the consideration listed above, Plaintiff does hereby release and forever discharge the State of Wisconsin, the DOC, the Defendant, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as the "Released Parties") from any and all manner of 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, arising in any manner out of the events of the Lawsuit. For clarity, by this Agreement Plaintiff does not release his claims in any other pending cases.

9. This Agreement shall also be deemed to be a covenant by the Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.

10. This is a private settlement agreement as defined in 18 U.S.C. § 3626(c)(2). The Parties will execute a joint stipulation and dismissal of the complaint on the merits and with prejudice.

11. Each party will bear his/its own costs and attorneys' fees incurred in this litigation.

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

13. Plaintiff agrees that in making this release he relies on his own judgment, belief, and knowledge as to all of the issues and all phases of his claim. Plaintiff warrants and acknowledges that he is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.

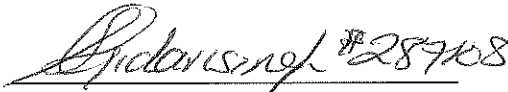
14. This Agreement is a full, final, and complete compromise and settlement of a disputed claim. It is understood and agreed by the Parties that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties herein, and that said Released Parties herein deny liability or any wrongdoing and intend merely to avoid litigation.

15. This Agreement may be executed in counterparts.

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

Signed and sealed at Columbia Correctional Institution, Wisconsin, on

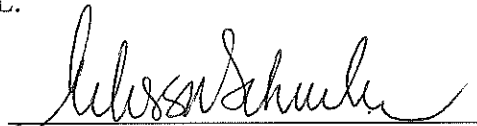
9-25-, 2014.


Sonniel Gidarisingh

STATE OF WISCONSIN)
) ss.
COUNTY OF Columbia)

On this 25 day of September, 2014, before me, the undersigned Notary Public, personally appeared claimant, 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:

10/5/14

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

JOSHUA KAUL
JOHN SKILTON
Attorneys for Plaintiff Sonniel Gidarisingh

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jkaul@perkinscoie.com

Dated this ____ day of September, 2014.

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

**STATE OF WISCONSIN, DEPARTMENT OF
CORRECTIONS, and DEFENDANT, by their
attorneys**

BRANDON FLUGAUR
CHAD GENDREAU

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gendreaucr@doj.state.wi.us
flugaurbt@doj.state.wi.us

Dated this ____ day of September, 2014.

RECEIVED

SEP 26 2014

WI DEPT OF JUSTICE
DIVISION OF LEGAL SERVICES