

ERNESTO RIVERA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. 14-CV-6
	)	
C. LISA HOCUTT <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	

WHEREAS, Plaintiff is a prisoner in the DOC's custody and was incarcerated at the Kettle Moraine Correctional Institution in June 2013;

WHEREAS, on June 19, 2013, Plaintiff was transported to St. Agnes Hospital for treatment of appendicitis and a ruptured appendix;

4831-2316-4980.3

WHEREAS, the Action is currently pending and set for trial August 23rd, 24th, and 25th of 2016;

WHEREAS, Plaintiff and Defendants desire to settle all disputes and claims between Plaintiff and Defendants relating to the Action without the cost, expense, and uncertainty of trial and without admission of fault or liability; and

WHEREAS, this Agreement is not, and in no way shall be construed to be, a release of claims and liens against C. Lisa Hocutt, the third named defendant in the Action;

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 Plaintiff the amount of Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00) (the "Settlement Payment") within 30 calendar days after execution of this Agreement. The State shall arrange for the full payment of this amount via a check made payable to the Foley & Lardner Trust Account and delivered to Plaintiff's attorney, Timothy J. Patterson, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202. Plaintiff understands and agrees that he is responsible for any possible state or federal taxes that might later be determined to be owed on this payment.

2. **PAY-TO-STAY FEE POLICIES DO NOT APPLY.** The released parties agree that the settlement amount payable to the Plaintiff and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future.

3.     SETTLEMENT AMOUNT NOT SUBJECT TO REIMBURSEMENT FOR UNPAID MEDICAL BILLS OR RELATED COSTS. The State and the DOC hereby release, acquit, and forever discharge Plaintiff and his heirs and assigns from any and all actions, causes of action, claims, demands, liabilities, damages, loss of services, expenses and compensation in any way relating to the events underlying the Action, including but not limited to any and all costs for medical or hospital care rendered to Plaintiff by an employee or independent contractor of the State of Wisconsin or a third party, regardless of whether the care was rendered at Kettle Moraine Correctional Institution or at an offsite hospital or treatment facility. To the extent that there are unpaid bills or other amounts owed for medical or hospital care rendered to Plaintiff, the State and the DOC hereby agree to pay those bills or other amounts owed and agrees not to seek reimbursement from Plaintiff pursuant to Wis. Stat. §§ 302.38 and 302.381 for those unpaid bills or other amounts owed.

4.     DISMISSAL OF CLAIMS AGAINST DEFENDANTS PALM AND ROBINSON. The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, all claims against Defendants related to the Action, whether past or present, known or unknown, actual or potential.

5.     RELEASE OF CLAIMS ON BEHALF OF PLAINTIFF. In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, the Defendants, together with their respective officers, agents, employees, successors, personal representatives, and insurers, 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 in any way to the Plaintiff's claims in this Action; provided, however, that this release shall not extend to any of Plaintiff's claims against C. Lisa Hocutt nor shall it bar any claim she may have to contribution from her employer or former employer, or their respective insurers.

6. RELEASE OF CLAIMS ON BEHALF OF DEFENDANTS. Defendants hereby release, acquit, and forever discharge Plaintiff and his heirs and assigns 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), in any way relating to the Claim, including but not limited to any and all costs for medical or hospital care rendered to Plaintiff by Defendants or a third party, regardless of whether the care was rendered at Kettle Moraine Correctional Institution or at an offsite hospital or treatment facility.

7. COVENANT NOT TO SUE. This Agreement shall also be deemed a covenant between Plaintiff and Defendants not to sue the other for any of the matters released or discharged by this Agreement, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board against one another or their heirs, successors, or assigns for claims that relate to any of the underlying events of this Action.

8. RESERVATION OF RIGHTS. Plaintiff reserves any and all rights he may have to challenge any future acts of negligence or deliberate indifference to his medical or mental health needs.

9. COSTS AND ATTORNEYS' FEES. Each party will bear its own costs and attorneys' fees.

10. SCOPE OF AGREEMENT AND APPLICABLE LAW. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned. This Agreement shall be and is deemed to be entered into under the laws of the State of Wisconsin and shall be construed and be given effect in accordance with the laws of that state on the effective date of this agreement and not otherwise.

11. COMPROMISE OF DISPUTED CLAIM. This Agreement is a full, final, and complete compromise of the disputed claim against Defendants. It is understood and agreed by the undersigned that this settlement is the compromise of the disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Defendants herein, and that said Defendants deny liability or wrongdoing and intend merely to avoid litigation and buy their peace.

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

13. SIGNATORY AUTHORITY. This Agreement may be executed on behalf of Defendants by an authorized representative of each. The signatory to this Agreement represents and warrants that he or she has the authority to execute the

Agreement on behalf of himself or herself, to bind any person or entity for which he or she may be signing.

14. REVIEW AND CONSULTATION WITH COUNSEL. This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. The Plaintiff affirmatively states by signing below, that he had the assistance of counsel during the negotiation and execution of the settlement represented by this Agreement.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the matters addressed herein and, except as set forth in the Agreement, no representations, warranties, or promises have been made or relied upon by the Parties to this Agreement. No changes, modifications or amendment to this Agreement shall be effective unless signed by the parties hereto.

(The remainder of this page is intentionally left blank)

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

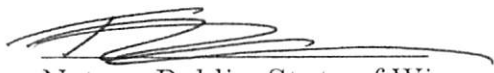
  
PLAINTIFF Ernesto Rivera

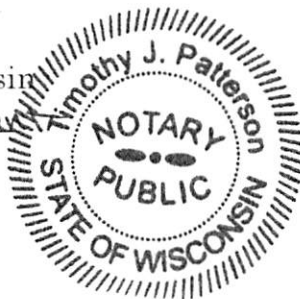
State of Wisconsin )  
County of Sheboygan )

  
David Simon Foley & Lardner LLP

Subscribed and sworn to before me  
this 20<sup>th</sup> day of July, 2016.

*Attorney for Plaintiff, -----*

  
Notary Public, State of Wisconsin  
My commission expires: ~~February 1, 2017~~



Date: July 21, 2016



Laure Rakvic-Farr (#1049540)

*On Behalf of Defendants Palm and  
Robinson, the State of Wisconsin, and the  
Wisconsin Department of Corrections*