

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

JEREMY CLARK,

Plaintiff,

v.

Case No. 16-CV-108

ANGELA MINK, SGT. NEIS and C.O.
WOHLAND,

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Jeremy Clark ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), the Wisconsin Secure Program Facility ("WSPF"), and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff, a prisoner in WSPF custody, filed a Complaint in the U.S. District Court for the Western District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS, Case No. 16-c-108 is currently pending in the U.S. District Court for the Western District of Wisconsin (the "Action"); and

WHEREAS, Plaintiff and Defendants desire to settle this Action 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 Ten Thousand Dollars (\$10,000.00) to Jeremy Clark (the "Settlement Payment") within 30 days after execution of this Agreement. The State shall arrange for the full payment of this amount via a check made payable to the Plaintiff's trust account. 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. **DISMISSAL OF COMPLAINT.** The Plaintiff agrees to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Action. A stipulation for dismissal is enclosed with this agreement.

3. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, WSPF, 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 the Action.

4. **COVENANT NOT TO SUE.** This Agreement shall also be deemed a covenant by the Plaintiff 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, DOC, WSPF, its successors, agents, and assigns or any former or current employee of the State if such claims relate to the Action.

5. **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.

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. **REVIEW.** 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 has been given an opportunity to

review this agreement and that he enters into it by his signature below with full knowledge of the benefits conferred and the rights given up.

(The remainder of this page is intentionally left blank)

Dated: 7-29-2016

By: Mr. [Signature] [Signature]
Jeremy Clark, Plaintiff

Dated: 8-1-2016

By: [Signature]
Katherine D. Spitz, Assistant Attorney General
Counsel for Defendants