

RELEASE AND SETTLEMENT AGREEMENT

1. Definitions.

- a. *Agreement* or *Release and Settlement Agreement* means this document.
- b. *Claimant* means Lonnie L. Jackson.
- c. *Claims* means, without limitation by reason of enumeration, any and all demands, actions, rights, or causes of action that *claimant* now has or may in the future have arising out of, in consequence of, or as a result of, the incidents, events, or circumstances described in the *complaint* or arising out of the care and treatment the *claimant* received for her claimed hearing loss, whether based on State or Federal law and whether or not said claim, demand, action, right or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated.
- d. *Complaint* means the complaint or complaints filed in *Jackson v. Hamblin, et al.*, Eastern District of Wisconsin case number 12-CV-1035, and any associated notices of claim.
- e. *Damages* means, without limitation by reason of enumeration, damages for personal injuries, past and future medical expenses, funeral expenses, past and future loss of income, past and future loss of earning capacity, past and future pain and suffering, past and future disability, past and future impairment of the enjoyment of life, past and future loss of society and companionship, past and future loss of consortium, past and future loss of the value of life, damages for alleged violations of civil rights, punitive damages, exemplary damages, statutory damages and any other

type of damages, whether known or unknown and whether based on State or Federal law, resulting from the incidents, events and circumstances described in the *complaint*, or arising out of any care and treatment the *claimant* received for her claimed hearing loss, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*.

- f. ***Released parties*** means the State of Wisconsin, the Wisconsin Department of Corrections, and all of their current and former officers, agents, employees, successors, assigns, personal representatives and insurers.
2. *Claimant* claims that she sustained certain personal injuries and other *damages* from violation of her constitutional rights by various employees of the State of Wisconsin. As a result, she filed the *complaint*.
3. WHEREAS, the *released parties* desire to compromise and settle all *claims* which *claimant* may have against them and against any and all other persons and entities arising out of the events and circumstances which are the subject of the *complaint*.
4. The State of Wisconsin on behalf of the *released parties* shall do the following within 20 business days of the execution of this *Agreement*:
 - a. Remit to Jackson's counsel the sum of \$3,500;
 - b. Arrange for payment of the balance of the filing fee in Eastern District case number 12-CV-1035;
 - c. Waive debt that claimant owes to the Department of Corrections for the outstanding balances in categories of "overdraft," "medical co-pay loans,"

and "legal loans" as identified in the October 22, 2014, trust account statement that is attached to this release as exhibit A; and

- d. Begin the process of scheduling claimant for a second hearing aid. NOTE:

Because the timing of the medical appointment is not within the control of the Department of Corrections, the State does not promise that the hearing aid will be provided within 20 calendar days or that the appointment will

be scheduled or occur within 20 calendar days. However, claimant will be provided a 2nd hearing aid for L2H EAR (signature), 11-13-14 10:05 AM

5. In consideration of the actions outlined in paragraph 4, receipt of which is hereby acknowledged, *claimant*, for herself and her heirs, administrators, executors, successors, personal representatives, and assigns, does hereby release and forever discharge 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, which the *claimant* now has or may in the future have against the released parties, or any of them, arising out of the events and circumstances set forth in the *complaint*, or arising out of arising out of the care and treatment the *claimant* received for her claimed hearing loss, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*. In addition, *claimant* so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and non-governmental alike, such as could be classified as joint tortfeasors under the laws of the State of Wisconsin or the

United States, completely barring any right of action against any such tortfeasors whether or not named herein.

6. This *Release and Settlement Agreement* shall also be deemed to be a covenant by the undersigned not to sue any of the *released parties* for any of the matters released or discharged by this *Agreement*. The *claimant* agrees to indemnify, defend and hold harmless each *released party* from any obligation, liability, claim or expense (including reasonable attorneys' fees) resulting from a breach of this covenant not to sue.
7. The *claimant* agrees that in making this *Agreement* she is relying on her own judgment, belief and knowledge as to all of the issues and all phases of her *claims*, including the nature and extent and duration of her symptoms and injuries. The undersigned warrants and acknowledges that she is not relying on representations or statements made by any of the *released parties* or anyone representing or employed by them.
8. This *Release and Settlement Agreement* is a full, final and complete compromise and settlement 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* herein deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.
9. By signing this *Release and Settlement Agreement*, the *claimant* warrants and represents that she was not married at any time covered in the allegations made in the *complaint*.

10. By signing this *Release and Settlement Agreement*, the *claimant* represents and warrants that she has not assigned, encumbered or transferred any *claim or claims* which she may have against any of the *released parties*.
11. As further consideration, the *claimant* agrees to indemnify and hold harmless the *released parties* and the State of Wisconsin from any obligation, liability, claim or expense (including reasonable attorney fees) resulting from any claim or lawsuit filed against the *released parties*, or any of them, or against any other person or entity, based on any claim, lawsuit or action by *claimant* arising out of the incidents described in the *complaint*, or arising out of the care and treatment the *claimant* received for her claimed hearing loss, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*.
12. The undersigned further agree that counsel for the parties will stipulate to dismissal of the *complaint* without an award of attorney fees or costs to any party.
13. This *Release and Settlement Agreement* shall be binding upon the *claimant* and upon the heirs, executors, administrators, personal representatives, successors and assigns of the *claimant*.
14. This *Release and Settlement Agreement* has been read and understood by the undersigned before signing.
15. This *Release and Settlement Agreement* may be executed in counterparts.

Signed and sealed at OSHKOSH (CITY/TOWN), WISCONSIN
County, Wisconsin, this 13th day of NOVEMBER, 2014.


CAUTION: READ BEFORE SIGNING


Claimant

STATE OF WISCONSIN)
) ss.
COUNTY OF WISCONSIN)

On this 13th day of NOVEMBER, 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 she executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.


Notary Public

My Commission Expires:

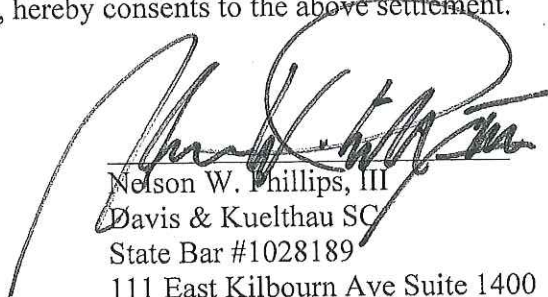
8-FEB-15



CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

The undersigned, an attorney of record for claimant Lonnie L. Jackson and in accordance with Wis. Stat. § 757.38, hereby consents to the above settlement.

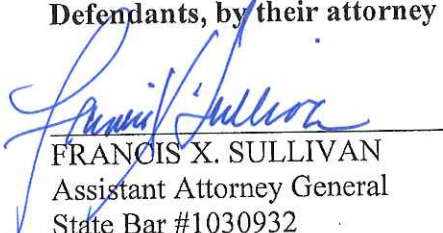
11/13/14
Date


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CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

Defendants, by their attorney

November 17, 2014
Date


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