

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made among Plaintiff Thomas W. Zach ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC") and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff filed a Complaint in the U.S. District Court for the Western District of Wisconsin (Case No. 13-cv-849) alleging that various DOC employees violated his constitutional rights ("the Action"); and

WHEREAS, Plaintiff and Defendants desire to settle the 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 Five Thousand Dollars (\$5,000) to Plaintiff 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 Michael Best & Friedrich LLP Client Trust Account.

2. **DISMISSAL**

Plaintiff agrees and stipulates to sign any documents necessary to withdraw and dismiss, with prejudice, the Action.

3. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all causes of action that were raised in 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, the DOC, its successors, agents, and assigns or any former or current employee of the State if such claims were raised in the Action.

5. RESERVATION OF RIGHTS. Plaintiff reserves any and all rights he may have to challenge any action or inaction not specifically released or discharged by this Agreement.


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.

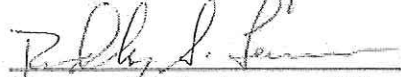
9. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts.

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

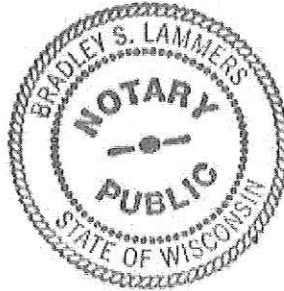
 April 20, 2017
Thomas Zach

State of Wisconsin)
County of DANE)


Subscribed and sworn to before me
this 20th day of APRIL, 2017.



Notary Public, State of Wisconsin
My commission expires: 09/16/2017

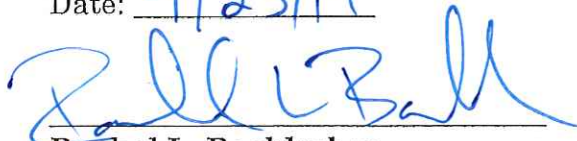


Date: 4/20/17



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Date: 4/25/17



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