

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Larry Dunn, DOC number 589407, and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities.

WHEREAS, Dunn has alleged that various DOC employees violated his constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, and all current and former State of Wisconsin employees believe that they acted properly, but litigation is a considerable drain on resources and budgets,

WHEREAS, Dunn, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Larry Dunn v. Donald Strahota et al 15-cv-632 (E.D. Wis.)*, 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:

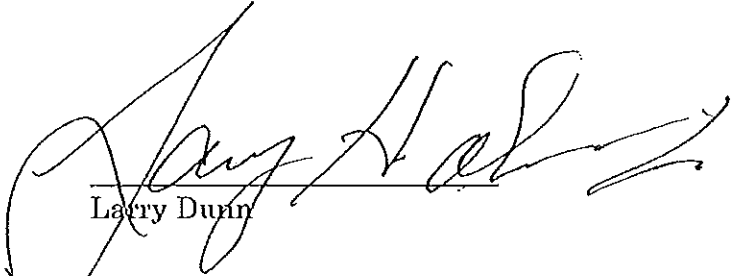
1. Within twenty days of the effective date of this agreement, the State of Wisconsin will issue a check in the amount of seven thousand five hundred dollars (\$7,500) to Larry Dunn.
2. DOC agrees to expunge WCI conduct report number 2346162.
3. DOC agrees that Division of Adult Institutions Administrator Jim Schwochert will communicate to WCI security management that statements made during the informal resolution process as part of the Inmate Complaint Review System

(ICRS) are afforded the same protection as statements made formally under the ICRS. This communication will be referenced in a letter that will also include a statement that Dunn's future requests for custody status determinations will be given due consideration and shall include no reference to expunged WCI conduct report number 2346162.

4. In exchange for the consideration listed above, Dunn does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as the "Released Parties") from any and all 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, based on any actions or omissions related in any way to receiving WCI conduct report number 2346162.
5. Dunn hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Larry Dunn v. Donald Strahota et al 15-cv-632 (E.D. Wis.)*.
6. This Release Agreement shall also be deemed to be a covenant by Dunn not to sue the State of Wisconsin, the DOC, and the DOC's officers, agents, employees for any inaction or action related in any way to receiving WCI conduct report number 2346162.
7. Each party will bear their own costs and attorneys' fees.

8. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
9. Dunn agrees that, in making this release, Dunn relies on Dunn's own judgment, belief, and knowledge as to all of the issues and all phases of Dunn's claims, including the nature and extent and duration of Dunn's injuries. Dunn warrants and acknowledges that Dunn is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
10. This Release Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims, 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.
11. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
12. Dunn has had an opportunity to review the Agreement with the advice of his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

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


Larry Dunn

STATE OF WISCONSIN)

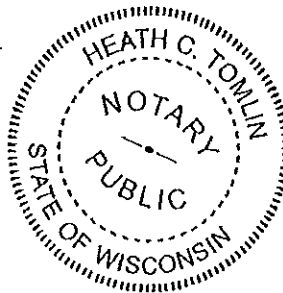
COUNTY OF WINNEBAGO)

On this 26th day of May, 2016 before me, the undersigned Notary Public,
personally appeared Larry Dunn, 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: 8-16-2019



CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Larry Dunn, hereby consents to the above settlement.

Date


Lance Mueller
Mueller S.C.

CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT
OF CORRECTIONS, and EMPLOYEES of
those entities, by their attorney

5/27/16

Date



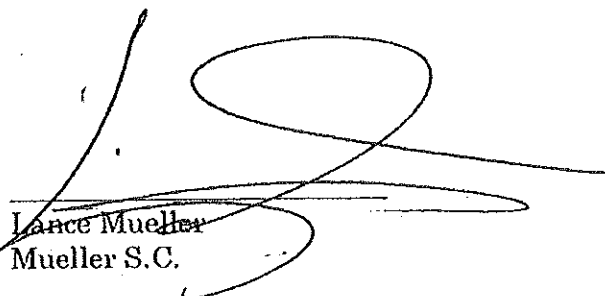
Brandon T. Flugaur
Assistant Attorney General
Wisconsin Department of Justice

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CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT
OF CORRECTIONS, and EMPLOYEES of
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