

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Oscar Garner ("Garner" or "Plaintiff") and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities.

WHEREAS, Garner 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, Garner, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Garner v. Sumnicht, et al.*, 11-cv-829 (W.D. Wis.) and any other pending case between the Parties, 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 thirty days of the effective date of this Agreement, the State of Wisconsin will issue a check in the amount of Fifteen Thousand Dollars (\$15,000) to Oscar Garner.
2. DOC agrees to enter an order in Garner's medical record that reads as follows: "Mr. Garner shall be treated, as necessary, for lactose intolerance and he shall be provided with a lactose-free diet. Within 30 days of signing the Agreement, Mr. Garner shall be given a lactose-free food menu. The menu will specify the non-dairy food items and the amount of calories for each food item. DOC reserves the right to make changes or substitutions to the menu as

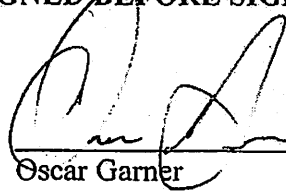
necessary. Mr. Garner retains the right to discontinue the diet, at his own request, at any time.”

3. In exchange for the consideration listed above, Garner 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 taking place on or before the time and date this Agreement is signed by Garner.
4. Garner hereby consents to a voluntary dismissal, on the merits and with prejudice, of 11-CV-829 (W.D. Wis.) (“Lawsuit”), which includes “any and all gastrointestinal issues, including any medical ailments directly resulting from gastrointestinal issues, occurring on or before the date this Agreement is signed by Plaintiff. This includes, but is not limited to, Plaintiff’s lactose intolerance.”
5. Garner also agrees to not file any cases against the Released Parties for actions or omissions occurring on or before the time and date this Agreement is signed by Garner, arising from “any and all gastrointestinal issues, including any medical ailments directly resulting from gastrointestinal issues, occurring on or before the date this Agreement is signed by Plaintiff. This includes, but is not limited to, Plaintiff’s lactose intolerance.”
6. This Release Agreement shall also be deemed to be a covenant by Garner not to sue the State of Wisconsin, the DOC, and the DOC’s officers, agents, employees for any inaction or action occurring on or before the time and date this agreement is signed by Garner, based on “any

and all gastrointestinal issues, including any medical ailments directly resulting from gastrointestinal issues, occurring on or before the date this agreement is signed by Plaintiff. This includes, but is not limited to, plaintiff's lactose intolerance."

7. This Release Agreement shall also be deemed to be a covenant by Garner not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
8. Each party will bear their own costs and attorneys' fees.
9. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
10. Garner agrees that, in making this release, Garner relies on Garner's own judgment, belief, and knowledge as to all of the issues and all phases of Garner's claim, including the nature and extent and duration of Garner's injuries. Garner warrants and acknowledges that Garner is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
11. 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.
12. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
13. Garner has had an opportunity to review the Agreement with his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

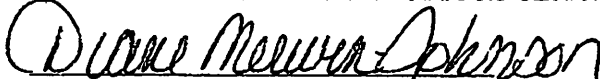
**14. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND  
UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**

  
Oscar Garner

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF GRANT     )

On this 8 day of <sup>JUNE</sup>~~May~~, 2015 before me, the undersigned Notary Public, personally appeared Oscar Garner, 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.

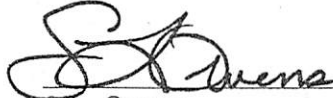
  
Notary Public, State of Wisconsin

My Commission Expires: 11-27-18

CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Oscar Garner, and in accordance with Wis. Stat.  
§ 757.38, hereby consents to the above settlement.


6/12/15  
Date

  
S.L. Owens  
Quarles & Brady LLP

CONSENT OF ATTORNEY AND SETTLEMENT

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

6/12/15  
Date

  
Brandon T. Flugaur  
Assistant Attorney General  
Wisconsin Department of Justice

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