

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

JERRY SAENZ,

Plaintiff,

v.

Case No. 13C697

DR. DALIA SULIENE,

Defendants.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Jerry Saenz ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), the Columbia Correctional Institution ("CCI"), and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff, a prisoner in CCI 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. 13-CV-697 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. **DOC DEBTS.** Within 30 days after execution of this Agreement, DOC will expunge and discharge the debt owed by Saenz to the DOC for medical co-pay loans, general loans, institution restitution, or legal loans. Plaintiff acknowledges that the defendants will not expunge court filing fees and those fees continue to be the plaintiff's responsibility.

2. **SETTLEMENT AMOUNT.** The State agrees to pay the amount of \$19,350.00 to Michael Best and Friedrich Trust Account (the "Settlement Payment") within 30 days after execution of this Agreement.

3. **PAY-TO-STAY FEE POLICIES DO NOT APPLY.** The released parties agree that the settlement amount payable to the Plaintiff and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future.

4. **DISMISSAL OF COMPLAINT.** The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Action and any and all claims against the State, and CCI, including claims against former and current employees of those entities. This includes, but is not limited to, litigation in state and federal court, pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

5. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the CCI, 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 any action or inaction—of any State of Wisconsin, DOC or CCI employee—that took place on any date before this agreement is fully executed. This does not preclude plaintiff from bringing an action for writ certiorari to challenge any parole decisions, *including a section 1983 claim or writ certiorari.*

6. **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 CCI, its successors, agents, and assigns or any former or current employee of the State if such claims relate to any action or inaction—of any State of Wisconsin, DOC or CCI employee—that took place on any date before this agreement is fully executed.

7. **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.

8. **COSTS AND ATTORNEYS' FEE.** Each party will bear its own costs and attorneys' fees.

9. **SCOPE OF AGREEMENT.** This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.


10. **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.

11. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts.

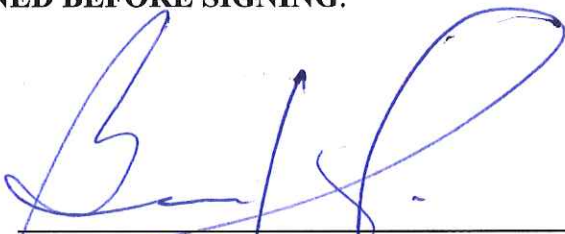
12. **REVIEW AND CONSULTATION WITH COUNSEL.** This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. The Plaintiff affirmatively states by signing below, that he had the

assistance of counsel during the negotiation and execution of the settlement represented by this Agreement.

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



Jerry Saenz
Plaintiff
Date September 11, 2015



Benjamin A. Kaplan (#1082802)
S. Edward Sarskas (#1025534)

Attorneys for Plaintiff, Jerry Saenz

Date: September 14th, 2015



Ann M. Peacock (#1046175)

Attorney for Defendants