

**SETTLEMENT AGREEMENT
AND COMPLETE AND MUTUAL RELEASE**

CHARLES GRAY hereinafter referred to as the plaintiff, and State of Wisconsin Department of Corrections, and Erica Acuff, Tom Gubbin, Marla Bell, and David Melby, hereinafter collectively referred to as the defendants, for themselves, their parents, subsidiaries, agents, employees, attorneys, successors and assignees hereby agree as follows:

1. Forthwith upon the execution of this agreement the State of Wisconsin and the Wisconsin Department of Corrections will cause to be paid the following sum:

(i) The sum of \$30,345.00 to CHARLES GRAY as general damages for personal injuries and attorneys' fees, without deductions of any kind, paid in the form of a check made payable to the **"Trust Account of Jeff Scott Olson"** in the amount of \$ 30,345.00; The 1099 Form for this payment shall reflect payment to "CHARLES GRAY , Social Security No. 319-62-1353."

This sum will be paid within 31 calendar days of the date this agreement is signed by the plaintiff and transmitted to the defendants.

The payment of general damages for personal injuries to CHARLES GRAY referred to in this paragraph represents general damages for personal injuries, to wit, Mr. Gray's allegedly unlawful maintenance on probation and physical confinement beyond his appropriate release date, and is given in consideration for the release of all the plaintiff's claims against the defendants, including but not limited to claims for physical injuries and illnesses, if any, sustained by Mr. Gray during the course of said confinement.

2. Neither these payments nor the manner in which they are characterized in this agreement are intended to represent an admission of fault or liability on the part of the defendants. This entire agreement represents the decision of the parties to resolve their disputes on a

compromise basis in order to avoid the risk, expense, delay and effort necessarily associated with further litigation, and does not represent a lack of confidence on the part of any of the parties in the rectitude of their positions, the efficiency of the legal system, or the competence of their attorneys.

3. The plaintiff and the defendants hereby release each other, and each other's employees, agents, attorneys, successors, parents, subsidiaries and assignees, from all claims, liabilities and obligations of any nature whatsoever, arising out of the plaintiff's allegedly wrongful confinement beyond his appropriate release date. The parties covenant not to sue or to commence or continue any administrative proceedings against each other or against each other's employees, agents, attorneys, successors and assignees, on any such claim or cause of action.

4. The parties hereby agree to stipulate to the dismissal of Case No. 13-cv-763-slc in the United States District Court for the Western District of Wisconsin with prejudice and without any award of costs in favor of either party.

5. For the consideration set forth above, the plaintiff releases the defendants and their employees, agents, attorneys, successors and assignees from any claim for attorneys' fees or costs or both in connection with Case No. 13-cv-763-slc in the United States District Court for the Western District of Wisconsin, and covenants never to make such a claim. For the consideration set forth above, the Jeff Scott Olson Law Firm, S. C., also releases these settling defendants and their employees, agents, attorneys, successors and assignees from any claim for attorneys' fees or costs or both and covenants never to make such a claim in connection with Case No. 13-cv-763-slc in the United States District Court for the Western District of Wisconsin.

Plaintiff CHARLES GRAY

Charles Gray
CHARLES GRAY

Date: 8-26-2014

Plaintiff's Counsel
The Jeff Scott Olson Law Firm, S. C.

Jeff Scott Olson
Jeff Scott Olson

Date: 8/28/2014

State of Wisconsin/Department of Corrections

John Glink
John Glink

Date: 9-2-14

authorized agent for State of Wisconsin/Department of Corrections