

POST MEDIATION AGREEMENT

The parties hereto, John Gross ("Gross"), Department of Corrections ("DOC"), and Jolene Mason ("Mason"), in Western District of Wisconsin Case No. 12-cv-577-wmc, have submitted the facts and issues to Patrick J. Fiedler, the mutually agreed upon mediator, have fully and completely resolved the dispute as follows:

Payment. Jolene Mason will pay \$5,000 to John Gross as follows:

1. \$1,500 on or before July 1, 2015 payable to Peterson, Johnson + Murray Trust Account.
2. Starting August 1, 2015 and the first of the month for twelve months equal payments totaling \$3,500 for the twelve months payable to Peterson, Johnson + Murray Trust Account.

The State of Wisconsin and all defendants other than Ms. Mason will pay \$20,000 to John Gross by payment to Peterson, Johnson + Murray Trust Account within 30 days of May 26, 2015.

In consideration of these monetary payments, John Gross will dismiss with prejudice all pending litigation against the State of Wisconsin or any State employee. This includes, but is not limited to, case numbers 12-cv-577 and 14-cv-782. ~~inclusive of all costs, disbursements and attorneys' fees for damages, whether compensatory, liquidated and/or punitive. All payments shall be made no later than~~

The Parties agree that 14-cv-782 remain sealed.
to plaintiff's attorney trust account, Federal ID: _____.


No party to this agreement shall at any time hereafter make any claims, institute any lawsuit or make any demands for payment from the other for any alleged reason or causes arising out of facts and issues of this matter.


Each party releases the other from any and all claims and/or liability arising from this matter. This agreement is final and binding upon the undersigned.


All parties will bear their own costs and attorneys fees.

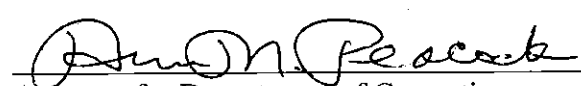
By signing this agreement John Gross agrees to release all current or potential claims, whether unknown or known, against the State of Wisconsin or any current or former employee of the State of Wisconsin.

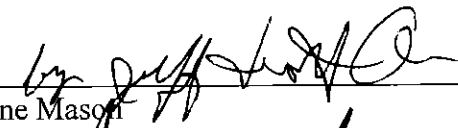
up to the date of this settlement agreement. This includes claims for any action or inaction by the State of Wisconsin or any current or former employee of the State to the extent that the inaction or action occurred before May 26, 2015.

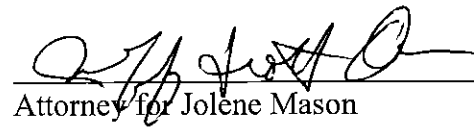

John Gross

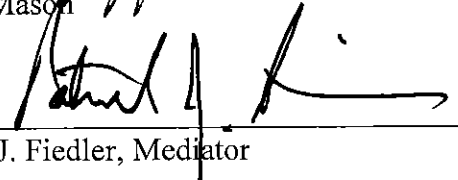

Attorney for John Gross
Grace Kulkoski


Department of Corrections


Attorney for Department of Corrections


Jolene Mason


Attorney for Jolene Mason


Patrick J. Fiedler, Mediator