

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made among Plaintiff Tommie Carter ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC") and all current and former employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff and Defendants desire to settle all of Plaintiff's current and potential litigation 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. **SETTLEMENT AMOUNT.** The State agrees to pay the amount of One Thousand Dollars (\$1,000) to Tommie Carter within 30 days after execution of this Agreement.

2. **FORGIVENESS OF DOC DEBT.** Within 30 days after execution of this Agreement, DOC will expunge and discharge the debt owed by Carter to the DOC for medical co-pay loans, institution restitution, and legal loans, identified in Exhibit A (Plaintiff's Trust Account Statement, dated May 8, 2017) attached hereto, which totals \$4,135.56 (the sum of medical co-pay loans of \$43.47, institution restitution of \$3,976.67, and legal loans of \$115.42). The State will also expunge the \$438 in sanctions awarded to the Defendants in Western District of Wisconsin Case No. 16-cv-00055.

3. **DISMISSAL**

Plaintiff agrees to sign the attached stipulations of dismissal, and any other documents necessary, to dismiss, with prejudice, the following cases:

- Western District of Wisconsin Case No. 16-cv-00055
- Eastern District of Wisconsin Case No. 16-cv-00838
- Eastern District of Wisconsin Case No. 16-cv-01676
- Eastern District of Wisconsin Case No. 16-cv-01688
- Eastern District of Wisconsin Case No. 17-cv-00008

Plaintiff agrees to dismiss and release any and all other cases in state and federal court, pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

4. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharge the State, the DOC, 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 or DOC employee—that took place on any date on or before this agreement is fully executed.

5. **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 DOC, 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 or DOC employee—that took place on or before any date before this agreement is fully executed. The Plaintiff cannot, under any circumstances, bring a future lawsuit or legal proceeding against any current or former state employee based on any acts or omissions, in any factual scenario, that took place on or before this agreement is fully executed.

6. WAIVER OF RECORDS REQUESTS. Plaintiff waives any and all rights he may have to request or review any Department of Corrections documents—including, but not limited to, public records or open records—to the extent that the documents were created 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 acts of negligence or deliberate indifference that occur after the date this settlement agreement is fully executed.

8. COSTS AND ATTORNEYS' FEES. 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 disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of a 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 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. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

Date: May 8, 2017.

Tommie L. CARTER

Tommie Carter, Plaintiff

State of Wisconsin)

County of Brown)

Subscribed and sworn to before me
this 8 day of May, 2017.

John Barth

Notary Public, State of Wisconsin

My commission expires: 11-11-18

Date: May 8th, 2017

Ann M. Peacock

Ann M. Peacock (#1046175)

Attorney for Defendants