

RELEASE AND SETTLEMENT AGREEMENT

1. Definitions.

- a. **Agreement** or **Release and Settlement Agreement** means this document.
- b. **Claimant** means Keith Jackson.
- c. **Claims** means, without limitation by reason of enumeration, any and all demands, actions, rights, or causes of action that *claimant* now has or may in the future have arising out of, in consequence of, or as a result of, the incidents, events, or circumstances described in the *complaint* or arising out of the care and treatment the *claimant* received in the Wisconsin correctional system, or both, whether based on State or Federal law and whether or not said claim, demand, action, right or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated.
- d. **Complaint** means the complaint or complaints filed in *Jackson v. Hoftiezer, et al.*, Eastern District of Wisconsin case no. 12-CV-58 and any associated notices of claim.
- e. **Damages** means, without limitation by reason of enumeration, damages for personal injuries, past and future medical expenses, funeral expenses, past and future loss of income, past and future loss of earning capacity, past and future pain and suffering, past and future disability, past and future impairment of the enjoyment of life, past and future loss of society and companionship, past and future loss of consortium, past and future loss of the value of life, damages for alleged violations of civil rights,

punitive damages, exemplary damages, statutory damages and any other type of damages, whether known or unknown and whether based on State or Federal law, resulting from the incidents, events and circumstances described in the *complaint*, or arising out of the care and treatment the *claimant* received in the Wisconsin correctional system, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*.

- f. ***Released parties*** means the State of Wisconsin, the Wisconsin Department of Corrections, and all of their current and former officers, agents, employees, successors, assigns, personal representatives and insurers.
2. *Claimant* claims that he sustained certain personal injuries and other *damages* from violation of his constitutional rights by various employees of the State of Wisconsin. As a result, he filed the *complaint*.
3. WHEREAS, the defendants desire to compromise and settle all *claims* which *claimant* may have against them and against any and all other persons and entities arising out of the events and circumstances which are the subject of the *complaint*.
4. The State of Wisconsin on behalf of the *released parties* shall remit payment of the total sum of \$12,000.00 to the Quarles & Brady, LLP Trust Account within 20 business days of the execution of this *Agreement*.
5. In consideration of the above payment and waiver of restitution, receipt of which is hereby acknowledged, *claimant*, for himself and his heirs, administrators, executors, successors, personal representatives, and assigns, does hereby release and forever discharge the *released parties*, from any and all manner of 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, which the *claimant* now has or may in the future have against the released parties, or any of them, arising out of the events and circumstances set forth in the *complaint*, or arising out of the care and treatment the *claimant* received in the Wisconsin correctional system, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*. In addition, *claimant* so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and non-governmental alike, such as could be classified as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such tortfeasors whether or not named herein.

6. This *Release and Settlement Agreement* shall also be deemed to be a covenant by the undersigned not to sue any of the *released parties* for any of the matters released or discharged by this *Agreement*. The *claimant* agrees to indemnify, defend and hold harmless each *released party* from any obligation, liability, claim or expense (including reasonable attorneys' fees) resulting from a breach of this covenant not to sue.
7. The *claimant* agrees that in making this *Agreement* he is relying on his own judgment, belief and knowledge as to all of the issues and all phases of his *claims*, including the nature and extent and duration of his symptoms and injuries. The undersigned warrants and acknowledges that he is not relying on representations

or statements made by any of the *released parties* or anyone representing or employed by them.

8. This *Release and Settlement Agreement* is a full, final and complete compromise and settlement of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a doubtful and 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* herein deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.
9. By signing this *Release and Settlement Agreement*, the *claimant* warrants and represents that he was not married at any time covered in the allegations made in the *complaint*.
10. By signing this *Release and Settlement Agreement*, the *claimant* represents and warrants that he has not assigned, encumbered or transferred any *claim or claims* which he may have against any of the *released parties* and that he has no knowledge of any other person, firm, corporation, organization, association, governmental entity, insurance company, health care provider or other third party who has a claim against any of the *released parties* for any of the above described released *claims* directly or by way of subrogation rights under an insurance plan or policy.
11. As further consideration, the *claimant* agrees to indemnify and hold harmless the *released parties* and the State of Wisconsin from any obligation, liability, claim or expense (including reasonable attorney fees) resulting from any claim or lawsuit

filed against the *released parties*, or any of them, or against any other person or entity, based on any claim, lawsuit or action by *claimant* arising out of the incidents described in the *complaint*, or the care and treatment the *claimant* received in the Wisconsin correctional system, or both, or which could have been sought in any civil action based on the events outlined in the *complaint*.

12. The undersigned further agree that counsel for the parties will stipulate to dismissal of the *complaint* without an award of attorney fees or costs to any party.
13. This *Release and Settlement Agreement* shall be binding upon the *claimant* and upon the heirs, executors, administrators, personal representatives, successors and assigns of the *claimant*.
14. This *Release and Settlement Agreement* has been read and understood by the undersigned before signing.
15. This *Release and Settlement Agreement* may be executed in counterparts.

Signed and sealed at _____(CITY/TOWN), _____
County, Wisconsin, this ____ day of _____, 2015.

CAUTION: READ BEFORE SIGNING

Claimant

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned Notary Public, personally appeared claimant, 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

My Commission Expires:

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

The undersigned, an attorney of record for claimant [name] and in accordance with Wis. Stat. § 757.38, hereby consents to the above settlement.

Date

AARON WEGRZYN
State Bar #1094262
Attorneys for plaintiff
Foley & Lardner, LLP
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Milwaukee, WI 43202
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CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

Defendants, by their attorney

Date

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