

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

JOEVAL JONES,

Plaintiff,

v.

Case No. 15-CV-0056

TODD RUSSELL and JOHN O'DONOVAN,,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS the parties to the above-captioned lawsuit, hereafter ("the Case") have reached a mediated settlement of the claims by the plaintiff, Joeval Jones (hereafter "Jones") against the named defendants,

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the parties agree as follows:

1. The State of Wisconsin shall remit payment of the total sum of \$50,000 (Fifty Thousand Dollars and Zero cents, hereinafter the "settlement amount") to the law firm trust account of plaintiff's counsel, Nistler Law Office, S.C. Trust Account within 30 days of the plaintiff's signing this Agreement.

2. In exchange for the consideration listed above, Jones agrees to dismiss with prejudice, the Case, and does further hereby release, forever discharge and covenant not to sue the State of Wisconsin, Department of Corrections, all named Defendants in the Case, and any current or former State of Wisconsin or Wisconsin

Department of Corrections' officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as 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, as stated in the Case and/or arising from Jones incarcerations with the Wisconsin Department of Corrections, including but not limited to claims related to alleged retaliation, up to and through the date Jones signs this Agreement.

3. Jones agrees that in making this release he relies on his own judgment, belief, and knowledge as to all of the issues and all phases of his claims in the Case and that he has had an opportunity to confer with his legal counsel about this settlement.

4. Jones agrees and understands that he will be responsible for payment of any taxes which may be owed on amounts paid pursuant to this Agreement and that he has the opportunity to consult with his counsel regarding the same

5. By signing this Agreement, Jones warrants and represents that he has not assigned, encumbered, or transferred any claim or claims that he may have against 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.

6. Upon receipt by Jones' attorneys of the settlement check described herein, Jones and his counsel agree to execute and file all papers and pleadings required to dismiss the Case (Case No. 15-Cv-0056) with prejudice and without costs beyond those paid under this Agreement.

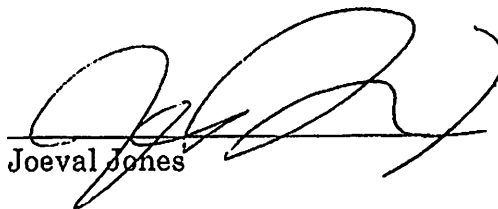
7. The parties understand and agree that the settlement amount and this agreement represent a compromise of the parties' respective positions and that neither the fact of settlement nor its dollar amount should be deemed an admission of liability, or of soundness or unsoundness of any of the parties' positions with respect to Jones' claims against the Released Parties.

8. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

9. This Agreement may be executed in counterparts.

This Release and Settlement Agreement has been read and understood by the undersigned before signing.

Signed and sealed at Portage (CITY/TOWN), Columbia County, Wisconsin, this 3rd day of November, 2016.


Joeval Jones

STATE OF WISCONSIN)

COUNTY OF Columbia) ss.

On this 3rd day of November, 2016 before me, the undersigned Notary Public, personally appeared Joeval Jones, 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.



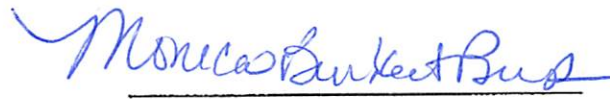
Notary Public

My Commission Expires: 12/9/2018

APPROVED AS TO FORM:



Attorney Brent Nistler
State Bar # 1033990
Attorney for Joeval Jones



Monica Burkert-Brist
State Bar #1009882
Attorney for the State and
Defendants/Released Parties