

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between the Plaintiff Deron Love ("Love") and the State of Wisconsin, the Wisconsin Department of Corrections, and Defendant William Brown (collectively, the "DOC"). Love and the DOC are collectively referred to herein as the "Parties."

WHEREAS, Love is the plaintiff in a lawsuit currently pending before the United States District Court for the Eastern District of Wisconsin, *Love v. Boscobel Prison Staff et al.* 12-cv-0010 (E.D. Wis.), and has alleged that various DOC employees violated his constitutional rights while he was incarcerated at the Wisconsin Secure Program Facility in 2010 (the "Lawsuit"); and

WHEREAS, the DOC denies the allegations in the Lawsuit, but recognizes that litigation is a considerable drain on resources and budgets; and

WHEREAS, Love and the DOC desire to settle the Lawsuit, without an admission of fault or liability by the DOC, according to the provisions of this Agreement.

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

1. **Settlement Payment.** Within thirty days of the effective date of this agreement, the State of Wisconsin will issue a check in the amount of two thousand one hundred dollars (\$2100.00) to the Godfrey & Kahn, S.C. Trust Account (IOLTA). Undersigned counsel for the DOC agrees to make its best efforts to issue the check to the Godfrey and Kahn, S.C. Trust Account by June 15, 2015.
2. **Dismissal of the Action.** Love hereby authorizes and directs his counsel, Godfrey & Kahn, S.C., to voluntarily dismiss the Lawsuit, on the merits and with prejudice, within ten days of receipt of payment in accordance with paragraph 1.
3. **Release.** In exchange for the consideration listed above, Love does hereby release and forever discharge the State of Wisconsin, the DOC, William Brown, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as the "Released Parties") from any and all 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, based on any actions or omissions relating to the Lawsuit that Love has or may have had against the Released Parties as of the effective date of this Agreement.
4. **Covenant Not to Sue.** This Agreement shall also be deemed to be a covenant by Love not to sue the Released Parties for any inaction or action relating to any of the events described in the Lawsuit that Love has or may have had as of the effective date of this Agreement.
5. **Attorneys' Fees.** Each party will bear their own costs and attorneys' fees.

6. **Full and Binding Agreement.** This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned. This Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims relating to the Lawsuit, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties, and that said Released Parties deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.
7. **Representations and Warranties.** Love acknowledges and agrees that in making this Agreement:
- a. Love has had an opportunity to review the Agreement and consult with his legal counsel prior to executing this Agreement, and that the terms of the Agreement and the consequences of the Agreement have been explained to him by his counsel and that those terms are fully understood and voluntarily accepted by him;
  - b. Love relies on his own judgment, belief, and knowledge as to all of the issues and all phases of his claim, including the nature and extent and duration of his injuries;
  - c. Love 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.
  - d. Love agrees that he is entering into the Agreement fully and freely without coercion from any party.
8. **Authority.** The Parties covenant and agree that the persons executing this Agreement are authorized to do so on behalf of the party for whom they are signing.
9. **Signature in Counterpart.** This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
10. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, without reference to principles of choice or conflict of laws.

[SIGNATURES TO FOLLOW]

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ  
AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

Dated this 4<sup>th</sup> day of June, 2015.

Deron Love  
Deron Love

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF MILWAUKEE     )

On this 4<sup>th</sup> day of June, 2015 before me, the undersigned Notary Public, personally  
appeared Deron Love 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.

Nina G. Beck  
Notary Public


My Commission Expires: ~~12/31/2016~~ IS PERMANENT



### CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Deron Love, hereby consents to the above Mutual Release and Settlement Agreement.

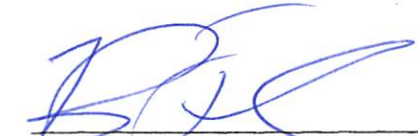
6-4-15  
Date

  
Brian Spahn  
Godfrey & Kahn, S.C.

### CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Defendant William Brown, the State of Wisconsin, and the Wisconsin Department of Corrections, hereby consents to the above Mutual Release and Settlement Agreement.

6/4/2015  
Date

  
Brandon T. Flugaur  
Assistant Attorney General  
Wisconsin Department of Justice

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