

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Hector Cubero, Jr. and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities.

WHEREAS, Cubero has alleged that various DOC employees violated his constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, and all current and former State of Wisconsin employees believe that they acted properly, but litigation is a considerable drain on resources and budgets,

WHEREAS, Cubero, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Cubero v. Grisdale et al* 13-cv-428 (W.D. Wis.) without admission of fault or liability, 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. Within thirty days of the effective date of this Agreement, the State of Wisconsin will issue a check in the amount of twenty seven thousand five hundred dollars (\$27,500) to Hector Cubero, Jr., courtesy of Cubero's undersigned counsel.
2. In exchange for the consideration listed above, Cubero does hereby release and forever discharge the State of Wisconsin, the DOC, 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, for any of the matters released or discharged by this Agreement.

3. Within ten (10) business days of the signing of this Agreement, the parties shall jointly file a stipulation of dismissal with prejudice in each of the Pending Cases. Cubero also agrees to not file any cases against the Released Parties based on any actions or omissions by Dr. Charles Grisdale relating to Cubero's psychiatric or psychological care that took place on or before the time and date this agreement is signed by Cubero.
4. This Release Agreement shall also be deemed to be a covenant by Cubero not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
5. Each party will bear their own costs and attorneys' fees.
6. This Release Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
7. Cubero agrees that, in making this release, Cubero relies on Cubero's own judgment, belief, and knowledge as to all of the issues and all phases of Cubero's claim, including the nature and extent and duration of Cubero's injuries. Cubero warrants and acknowledges that Cubero is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
8. This Release 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, 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.

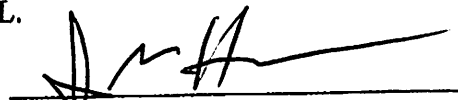
9. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
10. Cubero has had an opportunity to review the Agreement with the benefit of his counsel's advice and he agrees that he is entering into the Agreement fully and freely without coercion from any party.
11. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

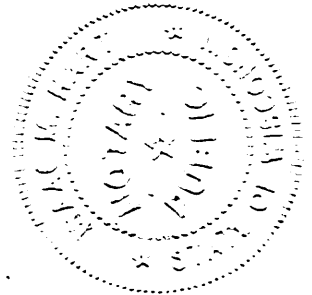

Hector Cubero, Jr.

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

On this 9th day of April, 2015 before me, the undersigned Notary Public, personally appeared Hector Cubero Jr., 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

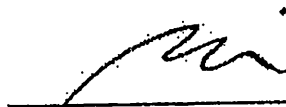


My Commission Expires: 12/9/2018

CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Hector Cubero, and in accordance with Wis. Stat. § 757.38, hereby consents to the above settlement.

4-8-2015
Date



Gabriel B. Galloway
Law Offices of Gabriel B. Galloway

CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT OF
CORRECTIONS, and EMPLOYEES of those
entities, by their attorney

April 8, 2015
Date



Brandon T. Flugaur
Assistant Attorney General
Wisconsin Department of Justice