



MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (“Agreement”) is made between Sonniel R. Gidarisingh (“Plaintiff”), and the State of Wisconsin, the Wisconsin Department of Corrections (“DOC”) and Mark Lesatz (“Defendant”), in settlement of a case pending in the United States District Court for the Eastern District of Wisconsin: *Gidarisingh v. Pollard, et al.*, Case No. 12-CV-455.

WHEREAS, Plaintiff, Sonniel R. Gidarisingh, a prisoner in the custody of the Wisconsin Department of Corrections, filed a complaint in the U.S. District Court for the Eastern District of Wisconsin, Case No. 12-CV-455, alleging that Defendant, a DOC employee, violated his rights under the 8th Amendment, and

WHEREAS, after a formal mediation, Plaintiff, the State of Wisconsin, the DOC, and Defendant (“the Parties”) desire to settle this action, without the cost, expense and uncertainty of trial, and 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. DOC will pay Plaintiff the sum of \$3000 with no deductions made to this amount for his release account, federal debt, or any other purpose, unless the DOC is required to do so by federal law, state law, or court order.
2. Defendant will join in Plaintiff’s motion to seal the record in this case in the Eastern District of Wisconsin and the Seventh Circuit. In particular, Defendant will join such a

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motion filed in the Eastern District of Wisconsin and, as necessary to seal the record in this case, such a motion filed in the Seventh Circuit.

3. Counsel for Defendant and counsel for Plaintiff will jointly investigate Waupun Correctional Institution's policies regarding the ability of inmates to make international telephone calls and attempt to come to a solution that allows Plaintiff to make phone calls to an individual in Jamaica.
4. In exchange for the consideration listed above, Plaintiff does hereby release and forever discharge all claims against Defendant arising out of Defendant's alleged failure to protect Plaintiff on October 28-29, 2007, and the injuries Plaintiff suffered on October 29, 2007. For clarity, by this Agreement Plaintiff does not release his claims in any other pending case.
5. This Agreement shall also be deemed to be a covenant by the Plaintiff not to sue the State of Wisconsin, the DOC, or Defendant for Defendant's alleged failure to protect Plaintiff on October 28-29, 2007, or the injuries Plaintiff suffered on October 29, 2007.
6. Each party will bear his/its own costs and attorney's fees incurred in this litigation.
7. The Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
8. Plaintiff 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 claim. Plaintiff warrants and acknowledges that he is not relying on representations or statements made by the State of Wisconsin, the DOC, or Defendant or anyone representing or employed by them.

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9. This Agreement is a full, final, and complete compromise and settlement of a disputed claim. It is understood and agreed by the Parties that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the State of Wisconsin, the DOC, or Defendant, and that the State of Wisconsin, the DOC, and Defendant deny liability or any wrongdoing and intend merely to avoid litigation.
10. This Agreement may be executed in counterparts.

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

Signed and sealed at Waupun Correctional Institution, Wisconsin, on

Feb. 17, _____, 2015.

Sonniel R. Gidarisingh #287108

Sonniel R. Gidarisingh

STATE OF WISCONSIN)

)

COUNTY OF Dodge)

On this 17 day of February, 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 acknowledgement to me that he executed the same for the purposes
therein contained.

WITNESS MY HAND AND OFFICE SEAL.



Angelia E. Kroll


Notary Public

My Commission Expires:

4/17/16


CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

STATE OF WISCONSIN, DEPARTMENT OF
CORRECTIONS, and DEFENDANT, by their
attorneys

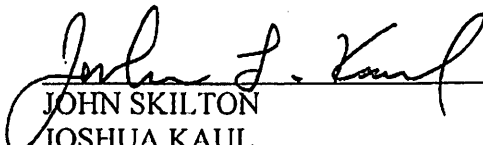


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Dated this 18th day of February 2015.


CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION


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Dated this 17th day of February, 2015.