

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Scott A. Konitzer a/k/a Donna Dawn Konitzer ("Konitzer") and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC") and all current and former DOC employees.

WHEREAS, Konitzer, a prisoner in the custody of the Wisconsin Department of Corrections, has alleged that various DOC employees violated Konitzer's constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, and current and former DOC employees believe that they acted properly, but they wish to settle *Konitzer v. Mink, et al.*, WD Wis. Case No. 11-cv-426-slc because litigation is a considerable drain on resources and litigation budgets, and

WHEREAS, Konitzer, the State of Wisconsin, the DOC, and current and former DOC employees ("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. Within ten calendar days of the effective date of this Agreement, DOC will expunge and discharge the debts owed by Konitzer to the DOC for medical co-pay loans, legal loans, and institution restitution. The total amount of all DOC debts to be expunged is \$279.97.
2. Within thirty days of the effective date of this Agreement, DOC will issue a check in the amount of twenty thousand dollars (\$20,000) to the trust account of Perkins Coie LLP, Konitzer's attorneys. That money can be released by Konitzer's attorneys to Konitzer or any person or persons designated by Konitzer.

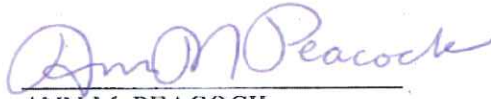
- a. The State of Wisconsin and DOC agree that no part of the above-listed \$20,000 will be used to pay for the cost of Konitzer's incarceration, including but not limited to the cost of medical care received by Konitzer. The State of Wisconsin and DOC further agree that no fees, surcharges, deductions, or similar charges will be applied to the above-listed \$20,000 that relate in any way to the cost of Konitzer's incarceration. This paragraph does not apply to legal loans that are incurred by Konitzer after the effective date of this Agreement. Nor does this paragraph preclude the DOC from deducting required medical co-pay costs incurred by Konitzer after the effective date of this Agreement from Konitzer's employment wages.
3. In exchange for the consideration listed above, Konitzer 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 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, arising in any manner out of the November 12, 2010 attack that was the subject of the lawsuit or any injuries from that attack, or any medical treatment of injuries from the attack up to the date this Agreement is signed. This paragraph does not preclude Konitzer from pursuing treatment for hair loss as specified in *Konitzer v. Suline*, WD Wis. Case No. 12-cv-874-bbc.
4. Konitzer hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Konitzer v. Mink, et al.*, WD Wis. Case No. 11-cv-426-slc.

5. This Agreement shall also be deemed to be a covenant by Konitzer not to sue the State of Wisconsin, the DOC, and any DOC officers, agents, or employees for any inaction or action arising in any manner out of the November 12, 2010 attack that was the subject of the lawsuit or any injuries from that attack.
6. This Agreement shall also be deemed to be a covenant by Konitzer not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
7. Each party will bear their own costs and attorneys' fees.
8. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
9. Konitzer agrees that in making this release Konitzer relies on Konitzer's own judgment, belief, and knowledge as to all of the issues and all phases of Konitzer's claim, including the nature and extent and duration of Konitzer's symptoms and injuries. Konitzer warrants and acknowledges that Konitzer is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
10. 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, 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.
11. This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

CONSENT OF ATTORNEY AND SETTLEMENT

STATE OF WISCONSIN, DEPARTMENT OF
CORRECTIONS, and DOC EMPLOYEES, by their
attorney

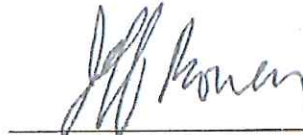
11/5/2014
Date


ANN M. PEACOCK
Assistant Attorney General
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857

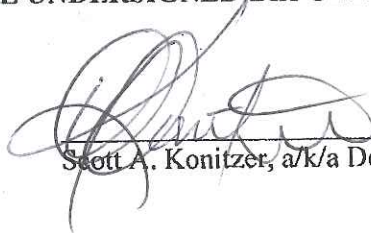
CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Scott A. Konitzer a/k/a Donna Dawn Konitzer, and in
accordance with Wis. Stat. § 757.38, hereby consents to the above settlement.

11-5-2014
Date


Atty. Timothy W. Burns
Atty. David E. Jones
Atty. Jeff J. Bowen
Atty. Jesse J. Bair
Perkins Coie LLP
One East Main Street Suite 201
Madison, WI 53703-5118

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

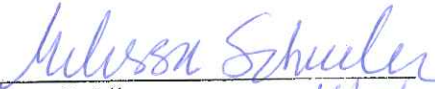


Scott A. Konitzer, a/k/a Donna Dawn Konitzer

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

On this ___ day of November, 2014, before me, the undersigned Notary Public, personally appeared Scott A. Konitzer, a/k/a Donna Dawn Konitzer, 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: 10/7/18

11/7/14