

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

WHEREAS, Davis, a prisoner in the custody of the Wisconsin Department of Corrections, has alleged that various DOC and DHS employees violated his constitutional rights, and

WHEREAS, the State of Wisconsin, the DOC, the DHS, 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, Davis, the State of Wisconsin, the DOC, the DHS, and current and former employees of those entities ("the parties") desire to settle *Davis v. Harding, et al.*, WD Wis. Case 12-559 and all other cases, 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 Davis to the DOC for legal loans. The total amount of all DOC legal loan debts is \$176.58.
2. Within thirty days of the effective date of this agreement, the State of Wisconsin will issue a check in the amount of three thousand dollars (\$3,000) to the trust account of Boardman and Clark LLP. If any of the \$3,000 is deposited into Davis's inmate trust account, a portion of

that money will be withheld for repayment of debts, including restitution, in accordance with DOC procedures applicable to deposits of money into inmate trust accounts.

3. In exchange for the consideration listed above, **Davis does hereby release and forever discharge the State of Wisconsin, the DOC, the DHS, and the DOC and DHS'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 taking place on or before the time and date this agreement is signed by Davis.
4. The claimant and the released parties understand that the State of Wisconsin and Department of Corrections do not currently enforce any act, policy, or provision that imposes a daily rate on an inmate to cover the normal cost of residing in a correctional institution (commonly known as a pay-to-stay fee). The released parties agree that the settlement funds payable to the claimant and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future.
5. Davis hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Davis v. Harding, et al.*, WD Wis. Case 12-559 and any other open cases filed by Davis against any of the Released Parties. Davis also agrees to not file any cases against the Released Parties for actions or omissions occurring on or before the time and date this agreement is signed by Davis.
6. This Release Agreement shall also be deemed to be a covenant by Davis not to sue the State of Wisconsin, the DOC, the DHS, and the DOC and DHS's officers, agents, employees for

any inaction or action occurring on or before the time and date this agreement is signed by Davis.

7. This Release Agreement shall also be deemed to be a covenant by Davis not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
8. Each party will bear their own costs and attorneys' fees.
9. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
10. Davis agrees that in making this release Davis relies on Davis's own judgment, belief, and knowledge as to all of the issues and all phases of Davis's claim, including the nature and extent and duration of Davis's symptoms and injuries. Davis warrants and acknowledges that Davis is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
11. 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.
12. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
13. Davis has had an opportunity to review the Agreement with his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.

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

Signed this 7th day of November, 2014 at 12 24 pm



Jeffrey Davis, Jr.

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

On this 7th day of November, 2014 before me, the undersigned Notary Public, personally appeared Jeffrey Davis, 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: 10/7/18

CONSENT OF ATTORNEY AND SETTLEMENT

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

Date

Andrew N. DeClercq
Boardman & Clark LLP

CONSENT OF ATTORNEY AND SETTLEMENT

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

Date

Ann M. Peacock
Assistant Attorney General
Wisconsin Department of Justice