

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Jaxsbreen Massey and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers.

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

WHEREAS, the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers believe that they acted properly, but litigation is a considerable drain on resources and budgets,

WHEREAS, Massey, the State of Wisconsin, the DOC, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers ("the Parties") desire to settle *Massey v. Greet et al*, Case No. 13-cv-137 (E.D. Wis.) and any other pending case between the Parties, 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 eleven thousand five hundred dollars (\$11,500) to the Michael Best & Friedrich LLP Trust Account. Michael Best & Friedrich LLP will then transfer the money upon Jaxsbreen Massey's written instruction.
2. DOC agrees to provide an independent medical examination (IME) of Massey. Dr. Ryan Holzmacher, Medical Director of the DOC Bureau of Health Services, based on his medical judgment, will determine the physician(s) who will conduct the IME and the scope of the IME. The scope of the IME will include, but may not be limited to, Massey's prior large right

side per-rectal abscess with supralelevator component and the effects thereof, including determining his current condition and a prognosis of future care necessary related to this condition. The physician(s) chosen will not be employed in any manner by DOC. The IME will be conducted within a reasonable time following the effective date of this agreement, with such time period not to exceed 60 days.

3. In exchange for the consideration listed above, Massey 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, based on any actions or omissions taking place on or before the time and date of the IME.
4. Massey hereby consents to a voluntary dismissal, on the merits and with prejudice, of *Massey v. Greet et al*, Case No. 13-cv-137 (E.D. Wis.) and any other open cases filed by Massey against any of the Released Parties. Massey also agrees to not file any cases against the Released Parties for actions or omissions occurring on or before the time and date of the IME.
5. This Release Agreement shall also be deemed to be a covenant by Massey not to sue the State of Wisconsin, the DOC, and the DOC's officers, agents, employees for any inaction or action occurring on or before the time and date of the IME.
6. This Release Agreement shall also be deemed to be a covenant by Massey not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.

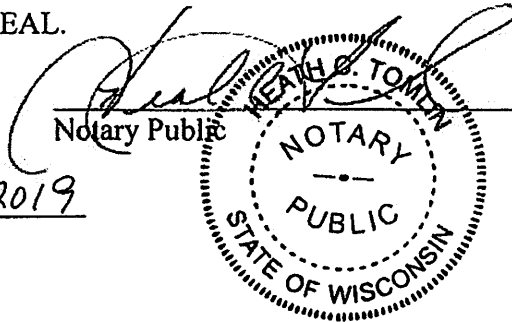
7. Each party will bear their own costs and attorneys' fees.
8. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
9. Massey agrees that, in making this release, Massey relies on Massey's own judgment, belief, and knowledge as to all of the issues and all phases of Massey's claim, including the nature and extent and duration of Massey's injuries. Massey warrants and acknowledges that Massey is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.
10. 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.
11. This Release Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.
12. Massey has had an opportunity to review the Agreement with the advice of his counsel and he agrees that he is entering into the Agreement fully and freely without coercion from any party.
- 13. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.**

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF WINNEBAGO )

On this 17<sup>th</sup> day of ~~August~~<sup>September</sup>, 2015 before me, the undersigned Notary Public, personally appeared Jaxsbreen Massey, 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.

My Commission Expires: 8-16-2019



### CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Jaxsbreen Massey, hereby consents to the above settlement.


September 23, 2015  
Date

  
Adam Witkov  
Michael Best & Friedrich LLP

### CONSENT OF ATTORNEY AND SETTLEMENT

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

9/23/15  
Date

  
Brandon T. Flugaur  
Assistant Attorney General  
Wisconsin Department of Justice