

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

WHEREAS, Szopinski 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, and

WHEREAS, Szopinski, the State of Wisconsin, the DOC, and current and former employees of those entities ("the Parties") desire to settle *Kirk Szopinski v. Martha Breen, et al.*, 14-CV-1302 (E.D. Wis.) and *Kirk Szopinski v. Ann Scarpita.*, 16-CV-1129 (E.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 the Effective Date, the State of Wisconsin will issue a check in the amount of sixty-one thousand dollars (\$61,000) (the "Settlement Payment") payable to the Michael Best & Friedrich LLP Trust Account.

2. The released parties agree that the Settlement Payment 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.

3. In exchange for the consideration listed above, Szopinski does hereby release and forever discharge the State of Wisconsin, the DOC, and the DOC's current and former 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 occurring through March 6, 2017 (the "Effective Date"). Szopinski does not waive any claims or causes of action he may have arising from events occurring after the Effective Date.

4. Szopinski hereby consents to a voluntary dismissal, on the merits and with prejudice of *Kirk Szopinski v. Martha Breen, et al.*, 14-CV-1302 (E.D. Wis.) and *Kirk Szopinski v. Ann Scarpita.*, 16-CV-1129 (E.D. Wis.). This Agreement shall also be deemed to be a covenant by Szopinski not to sue the Released Parties for any actions or omissions through the Effective Date.

5. The fact that Szopinski previously participated in and completed a vocational program will not bar him from being afforded the opportunity to participate in a vocational program in the future. The Department of

Corrections will take any and all reasonable steps to make available to Szopinski a welding or printing vocational program that he is eligible to participate in, consistent with Department of Correction policies and procedure. Nothing in this paragraph shall be construed as requiring the Department of Corrections to make any accommodations to Szopinski as to custody level or institutional placement in order to facilitate vocational programming. Szopinski specifically agrees and understands that his eligibility in the future for any kind of vocational programming will be dependent on the application of the existing DOC policies in place to the circumstances of his incarceration at that time.

6. Each party will bear their own costs and attorneys' fees.

7. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

8. Szopinski agrees that, in making this release, Szopinski relies on Szopinski's own judgment, belief, and knowledge as to all of the issues and all phases of Szopinski's claims, including the nature and extent and duration of Szopinski's injuries. Szopinski warrants and acknowledges that Szopinski is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.

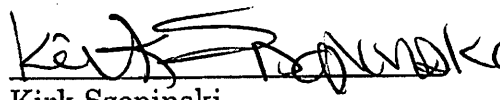
9. This Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the

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.

10. This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

11. Szopinski has had an opportunity to review the Agreement and he agrees that he is entering into the Agreement fully and freely without coercion from any party. Szopinski affirmatively states by signing below that he had the assistance of counsel during the negotiation and execution of the settlement represented by this Agreement.

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


Kirk Szopinski
Plaintiff
Date 4-27, 2017

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this 27 day of April, 2017 before me, the undersigned Notary Public, personally appeared Kirk Szopinski, 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: July 13, 2020

Notary Public



CONSENT OF ATTORNEYS AND SETTLEMENT

April 25th, 2017
Date

Elizabeth N. Larson
Elizabeth N. Larson (#1095148)
S. Edward Sarskas (#1025534)

Attorneys for Plaintiff, Kirk Szopinski

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

5/1/2017
Date

Rachel L. Bachhuber
Rachel L. Bachhuber
Assistant Attorney General
Wisconsin Department of Justice