

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

DENNIS L. MIX, II,

Plaintiff,

v.

Case No. 14-CV-1172

BRETT VANDEWALLE, CRAIG
BERNARDE,
MICHAEL TINGLEY, and ALEJANDRA
MEJIA,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

The parties in the above-referenced case, Plaintiff Dennis L. Mix II ("Mix" or "Plaintiff"), and Defendants Brett Vandewalle, Craig Bernarde, Michael Tingley, and Alejandra Mejia ("Defendants"), by their undersigned counsel, have agreed upon the terms of a resolution of this case, a release of claims and a covenant by Plaintiff not to file further litigation. The State of Wisconsin and Defendants desire to enter into this agreement with Plaintiff for the purpose of settling all of the claims in the pending cases as well as to obtain a release of all pending notices of claim and any other claim, whether asserted or unasserted by Plaintiff up through the date of settlement, April 12, 2017. The parties agree as follows:

-----1.-----The parties agree that the State of Wisconsin shall pay the total sum of Ten
Thousand, Five Hundred Dollars and Zero Cents (\$10,500.00) in full settlement of this
case, any and all pending or unasserted notices of claim, or any other filed or unfiled

and unasserted potential claims or lawsuits that Mix may have against any State of Wisconsin official or employee arising from or related to his incarceration in the State of Wisconsin up to and through the date the settlement of this case was reached, April 12, 2017. All other damages, fees and costs of any kind or type are hereby waived and forever discharged.

2. Mix and the State of Wisconsin agree that the settlement amount shall be sent by check payable to Plaintiff's counsel's trust account, Gass Weber Mullins LLC. Payment will be tendered within 30 days of the date Plaintiff signs this Settlement Agreement.

3. Upon receipt by the State of Wisconsin Department of Corrections of the portion of the settlement which Plaintiff's counsel will send via check made payable to Plaintiff for deposit in his inmate trust account, the Department of Corrections agrees to distribute the funds to first fully discharge all open debts of Plaintiff as identified as obligations on the Trust Account Statement attached hereto as Exhibit A. After the debts have been paid the remaining amount shall be deposited by the Department of Corrections to Mix's trust account according to the customary policies and practices of the Department, as required by the Wisconsin Administrative Code and/or DOC policy and procedures.

4. The parties agree that based upon their estimates from Exhibit A, the total amount of the funds which will be distributed to pay off existing obligations is estimated to be approximately \$3,000. As of April 12, 2017, the exact amount of Mix's existing obligations was \$2,974.83. The parties acknowledge and agree that

these figures may change slightly based upon the actual balances identified in paragraph 3 on the date the funds are received at Mix's institution.

5. Mix and Defendants, by their counsel, will sign a stipulation for dismissal of the pending cases, with prejudice and without costs, upon notice from Waupun Correctional that it has received the State's payment for deposit in Mix's Trust Account. This payment shall not be deposited until after Waupun Correctional receives written notice from defense counsel that Mix has signed the Settlement Agreement.

6. Mix, for himself, his heirs, and assigns, releases and discharges the State of Wisconsin, the Wisconsin Department of Corrections including all of its officers, employees, and agents, and specifically each of the named defendants in this case, from any and all present or future, claims, demands, or causes of action he has asserted, which he may have asserted, or which he could have asserted which relate in any manner to the events or circumstances arising from his incarceration in any State of Wisconsin correctional facilities up to and through April 12, 2017, as set forth in the Complaint and other pleadings in the pending case, whether or not based on state or federal law, and whether or not said claim, demand, or cause of action now exists or may hereafter accrue, is known or unknown, or is anticipated or unanticipated.

7. This Settlement Agreement relates not only to past actions described in the Complaint and other pleadings of the pending case, but also to all actions described in any pending Notices of Claim filed pursuant to Wis. Stat. § 893.82 and any and all claims whether known or unknown, asserted or unasserted against the State of

Wisconsin and any current or former state employee up to and through the date the parties reached this Agreement, April 12, 2017.

8. Mix so releases and so discharges all other persons, corporations, and entities whatsoever, governmental and non-governmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such tortfeasors whether or not named herein relating to past actions named in the Complaint and other pleadings in the pending case which occurred while Mix has been incarcerated at any correctional institution.

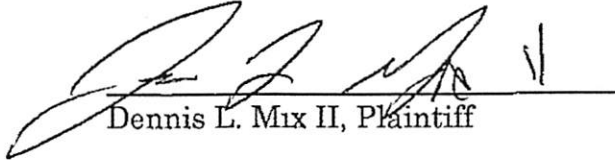
9. This Agreement is a full, final and complete compromise and settlement of disputed claims arising out of Mix's incarceration at various facilities of the Wisconsin Department of Corrections up through April 12, 2017. The amount to be paid as stated in this Agreement is the sole consideration for this settlement. Neither the execution of this Settlement Agreement, nor any terms thereof, may or shall be construed or used as an admission of any liability or wrongdoing or as evidence thereof, nor as an admission by any party that its respective position in this case is anything but fully and completely meritorious.

10. This Agreement shall also be deemed to be a covenant by Mix not to sue any of the defendants for any of the matters released or discharged by this Agreement and not to file any new lawsuits against any state employee or official arising from claims discharged under the terms of this Agreement. Mix agrees to indemnify, defend, and hold harmless each released party from any obligation,

liability, claim, or expense (including reasonable attorneys' fees) resulting from a breach of this covenant not to sue.

11. By signing this agreement, Mix represents that he has read this Settlement Agreement, understands all its terms, was given an opportunity to ask questions about the Agreement and confer with his legal counsel. Mix asserts that he signs this document and accepts its terms knowingly and willingly.

Signed and sealed this 11th day of May, 2017.


Dennis L. Mix II, Plaintiff

STATE OF WISCONSIN)
) ss.
COUNTY OF Dodge)

On this 11th day of May, 2017, before me, the undersigned Notary Public, personally appeared the claimant, 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: 11/13/20

Signed this 12th day of May, 2017.

Defendants by their attorney


Monica Burkert-Brist
Assistant Attorney General