

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into as of this 9th day of August, 2016 ("Effective Date") by and between Maurice A. Johnson ("Johnson") and Dr. Karen Larson-Smith, Dr. Sandra Frodin, Dr. Nicholas Buhr, Dr. Jessica Harris, Dr. Dawn Laurent, Dr. Dahlia Suliene, and Karen Anderson as employees and former employees of the Wisconsin Department of Corrections (collectively "the DOC"), collectively ("the Parties").

Recitals

- A. Johnson is an inmate of the Wisconsin Department of Corrections. As of the Effective Date, he is incarcerated at Columbia Correctional Institution ("CCI").
- B. On May 7, 2013, Johnson filed a lawsuit in the United States District Court for the Western District of Wisconsin, Case No. 13-cv-309-wmc, against the DOC alleging violations of 42 U.S.C. § 1983 relating to his conditions of confinement, hunger strike, and failure to provide mental health treatment while incarcerated (the "Lawsuit").
- C. On July 6, 2016, the Parties participated in a mediation during which they negotiated and agreed upon the terms of this Agreement as set forth on the record by the Honorable William E. Duffin. Johnson was present in person.
- D. The Parties chose to amicably resolve the Lawsuit, without the admission of liability, and to avoid the uncertainties and risks inherent in litigation.
- E. The Parties, in consideration of the Mutual Covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Mutual Covenants

- 1. Settlement Payment. The DOC shall pay to Johnson the sum of \$8,500.00 (the "Settlement Amount"), on or before 30 days following the Effective Date. Such payment shall be made via check issued from the Department of Administration to the DeWitt Ross & Stevens Trust Account. The Settlement Amount shall be compensation for a personal injury and not subject to taxation.
- 2. Dismissal Of The Lawsuit. Upon receipt of the Settlement Amount, Johnson shall, through his counsel, dismiss, with prejudice, the Lawsuit in its entirety. Johnson agrees not to bring claims based on the same facts set forth in the complaint in the Lawsuit against different defendants.
- 3. Referral To The Wisconsin Resource Center. The DOC, through Dr. Dan Norge, shall make a referral for Johnson to be transferred to and receive mental health treatment from the Wisconsin Resource Center ("the WRC"). Such referral shall be made to WRC, with copies to Johnson's counsel, on or before thirty (30) days following the Effective Date. If for any reason Dr. Norge is no longer employed

by CCI as of the Effective Date, then CCI's acting Psychological Services Supervisor, who is not one of the named parties, shall make such referral.

4. Treatment If Transfer To The Wisconsin Resource Center Accepted. If the WRC accepts the referral for Johnson to be transferred to and treated at the WRC, the WRC will determine Johnson's course of treatment for psychological services while he is at the WRC. Upon Johnson's discharge from the WRC, the WRC and the Psychological Services Supervisor at the institution to which Johnson will be transferred, who is not one of the named parties, shall jointly determine Johnson's course of treatment for psychological services following discharge from WRC, which shall be followed by the DOC at future institutions to which Johnson may be transferred.
5. Treatment Pending Transfer To The Wisconsin Resource Center. If Johnson's transfer to the WRC does not occur on or before sixty (60) days following the Effective Date, the DOC, through Dr. Norge, shall recommend a course of treatment for psychological services for Johnson which shall be followed by the DOC until Johnson's transfer to WRC is completed. If Dr. Norge is no longer employed by CCI for any reason, then CCI's acting Psychological Services Supervisor, who is not one of the named parties, shall recommend such treatment.
6. Treatment If Transfer To The Wisconsin Resource Center Not Accepted. If the WRC does not accept the referral for Johnson to be transferred to and treated at the WRC, the DOC, through Dr. Norge, shall recommend a course of treatment for psychological services for Johnson which shall be followed by the DOC. If Dr. Norge is no longer employed by CCI for any reason, then CCI's acting Psychological Services Supervisor, who is not one of the named parties, shall recommend such treatment.
7. Choice of Law and Entire Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. It constitutes the entire agreement between the Parties as to issues provided for in this Agreement. Headings are for the convenience of the Parties only and shall not affect the interpretation or application of this Agreement.
8. Severability. Whenever possible, each paragraph of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Agreement.
9. Counterparts. This Agreement may be executed in counterparts and shall be as effective as if executed in one document. Facsimile or electronic signatures shall be as effective and valid as original signatures.

10. Amendment. The Parties agree that this Agreement shall not be deemed or construed to have been modified, amended, rescinded, canceled, or waived in whole or in part, unless the Parties agree in writing.
11. Mutual Understanding. The Parties hereby acknowledge that each of them:
- a. Has consulted with an attorney prior to executing this Agreement;
 - b. Has read this Agreement in its entirety;
 - c. Is entering into this Agreement knowingly and voluntarily; and
 - d. Understands that execution of this Agreement shall not be construed as a waiver of any rights or claims that may arise after the Effective Date, including without limitation any rights or claims that either party may have to secure enforcement of the terms and conditions of this Agreement.
12. Construction. This Agreement has been drafted with the assistance of counsel for each party and shall not be construed in favor of, or against, any party.
13. Authority. Each of the Parties represents and warrants that it has the right to enter into this Agreement and that it has taken all necessary actions to approve the execution and delivery of this Agreement.


Maurice Johnson

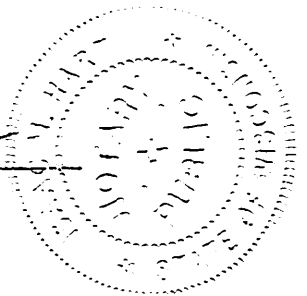
STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

On this 9th day of August, 2016 before me, the undersigned Notary Public, personally appeared Maurice Johnson, 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: 12/9/2018


Notary Public



Consent of Attorney

The undersigned, as counsel for Maurice Johnson, hereby consents to the above settlement pursuant to Wis. Stat. § 757.38, but counsel are not parties to such settlement.

Dated: 8/9/16

By: Laura M Davis
Mcgan A. Senatori
Deborah C. Meiners
Laura M. Davis
DeWitt Ross & Stevens s.c.
2 East Mifflin Street, Suite 600
Madison, WI 53703
608-255-8891
Attorneys for Maurice Johnson

STATE OF WISCONSIN, DEPARTMENT OF CORRECTIONS, and EMPLOYEES of those entities, and defendants Dr. Karen Larson-Smith, Dr. Sandra Frodin, Dr. Nicholas Buhr, Dr. Jessica Harris, Dr. Dawn Laurent, Dr. Dahlia Suliene, and Karen Anderson by their attorney

Dated: 8/9/16

By: [Signature]
Brandon T. Flugaur
Assistant Attorney General
Wisconsin Department of Justice