

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

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

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

WHEREAS, the State of Wisconsin, the DOC, and current and former DOC employees believe that they acted properly, but they wish to settle Wright v. Baynton, et al., WD Wis. Case 12-870 because litigation is a considerable drain on resources and litigation budgets, and

WHEREAS, Wright, the State of Wisconsin, the DOC, and current and former DOC employees ("the parties") desire to settle this action, without the cost, expense and uncertainty of trial, and 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 five calendar days of the effective date of this agreement, DOC will expunge and discharge the debt owed by Wright to the DOC for medical co-pay loans or legal loans.
2. Within twenty days of the effective date of this agreement, DOC will issue a check in the amount of eight thousand dollars (\$8,000) to the trust account of Wright's attorneys.

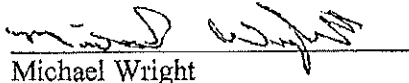
Wright's attorneys will then use those funds to issue checks for satisfaction of all non-DOC debt listed on Wright's inmate account. That non-DOC debt includes court filing fees, victim witness surcharge fees and child support. The total amount of such debt is approximately \$1,600. Once Wright's attorneys issue checks to satisfy that non-DOC debt, the remaining portion of the \$8,000 settlement amount can be released by Wright's attorneys to Wright or any person designated by Wright.

3. In exchange for the consideration listed above, Wright 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 manner of 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, arising in any manner out of Wright's medical treatment up to the date this agreement is signed.
4. Wright will execute and file a voluntary dismissal, on the merits and with prejudice, for any current litigation regarding Mr. Wright's medical treatment, pending in any state or federal court.
5. This Release Agreement shall also be deemed to be a covenant by Wright not to sue the State of Wisconsin, the DOC, and any DOC officers, agents, employees for any inaction or action arising in any manner out of Wright's medical treatment that occurred on or before the date that this agreement is signed.
6. This Release Agreement shall also be deemed to be a covenant by Wright not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.
7. Each party will bear his/its 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. Wright agrees that in making this release he relies on his own judgment, belief, and knowledge as to all of the issues and all phases of his claim, including the nature and extent and duration of his symptoms and injuries. Wright warrants and acknowledges that he 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. Wright has had an opportunity to review the Agreement with his counsel and Wright 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.**

Signed and sealed at Jackson Correctional Institution, Wisconsin, on July 11, 2014.

  
Michael Wright

STATE OF WISCONSIN     )  
                                      ) ss.  
COUNTY OF JACKSON    )

On this 11 day of July, 2014, before me, the undersigned Notary Public, personally appeared Michael Wright, 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: 02-24-18

**CONSENT OF ATTORNEY AND SETTLEMENT**

**STATE OF WISCONSIN, DEPARTMENT OF  
CORRECTIONS, and DOC EMPLOYEES, by  
their attorney**

Date

7/14/14

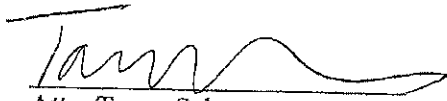


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### CONSENT OF ATTORNEY AND SETTLEMENT

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

7/11/14  
Date

  
Atty. Tanya Salman  
Atty. S. Edward Sarakas  
Michael, Best & Friedrich LLP  
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