

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Christopher Goodvine ("Plaintiff") and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC"), and William Conroy, Michael Julson, Michael Meisner, Sean Salter, Randy Schneider, and Jeremy A. Wiley ("Defendants"), in settlement of a case pending in the United States District Court for the Western District of Wisconsin: *Goodvine v. Meisner, et al.*, Case No. 12-CV-134-wmc.

WHEREAS, Plaintiff Christopher Goodvine, a prisoner in the custody of the Wisconsin Department of Corrections, filed a complaint in the U.S. District Court for the Western District of Wisconsin, Case No. 12-CV-134, alleging that Defendants, DOC employees, violated his rights under the Eighth Amendment, and

WHEREAS, after a formal mediation, Plaintiff, the State of Wisconsin, the DOC, and Defendants ("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. DOC will forgive all of Plaintiff's institutional debt in the amount of \$377.17.
2. DOC will pay Plaintiff the sum of \$16,000.
3. DOC will modify the dispositions of Plaintiff's conduct reports such that Plaintiff will be released to begin serving his Columbia County sentence on the date scheduled by the Court in *State of Wisconsin v. Goodvine*, Case No. 2012CF000085.
4. DOC will release Plaintiff from its custody so that Plaintiff may begin serving his Columbia County sentence on the date scheduled by the Court in *State of Wisconsin v. Goodvine*, Case No. 2012CF000085. Plaintiff will give DOC fourteen days-notice, via

email, to the appropriate counsel at the Wisconsin Department of Justice, of the date that Plaintiff is scheduled to begin his Columbia County sentence for *State of Wisconsin v. Goodvine*, Case No. 2012CF000085. Plaintiff will not be released any earlier than June 15, 2015, and no later than September 26, 2015.

5. Plaintiff will withdraw his request for sanctions associated with the Court's March 6, 2015 Show Cause Order (ECF No. 335) and Motion For Contempt (ECF No. 336).
6. In exchange for the consideration listed above, Plaintiff hereby releases and forever discharges all claims against Defendants arising out of Defendants' alleged violation of Plaintiff's Eighth Amendment rights on October 1, 2011; October, 12, 2011; October 13, 2011; and July 16, 2012 as detailed in Plaintiff's complaint (ECF No. 1).

By this Agreement, Plaintiff does not release his claims in any other pending cases or for any other actions he may have against the DOC, State of Wisconsin or Defendants for incidents that occurred on the dates listed above but are unrelated to this litigation.

7. This Agreement shall also be deemed to be a covenant by the Plaintiff not to sue the State of Wisconsin, the DOC, or Defendants for Defendants' alleged failure to protect Plaintiff on the dates listed in paragraph 6, or the injuries suffered as a result.
8. The parties will bear their own costs and attorney's fees incurred in this litigation.
9. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
10. Plaintiff agrees that in making this release he relies on his own judgement, belief, and knowledge as to all of the issues and all phases of his claim. Plaintiff warrants and acknowledges that he is not relying on representations or statements made by the State of Wisconsin, the DOC, or Defendants or anyone representing or employed by them.

11. This Agreement is a full, final, and complete compromise and settlement of a disputed claim. It is understood and agreed by the Parties that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the State of Wisconsin, the DOC, or Defendants, and that the State of Wisconsin, the DOC, and Defendants deny liability or any wrongdoing and intend merely to avoid litigation.

12. This Agreement may be executed in counterparts.

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

Signed and sealed at Racine Correctional Institution, Sturtevant, Wisconsin, on June 09,
2015.

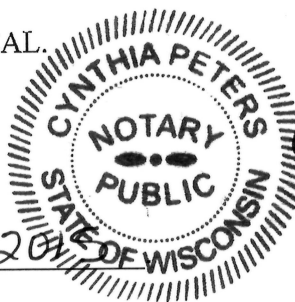


Christopher Goodvine

STATE OF WISCONSIN)
)
COUNTY OF Racine)

On this 9th day of June, 2015, before me, the undersigned Notary Public, personally
appeared claimant, Christopher Goodvine, known to me to be the person whose name is
subscribed to the foregoing instrument and acknowledgement to me that he executed the same
for the purposes therein contained.

WITNESS MY HAND AND OFFICE SEAL.

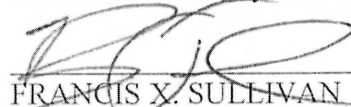


Cynthia Peters
Notary Public

My Commission Expires: 12-27-2017

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

DEFENDANTS, by their attorneys:



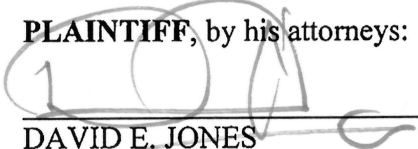
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Dated this 11th day of June, 2015.

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

PLAINTIFF, by his attorneys:



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Dated this 17th day of June, 2015