

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

---

This Mutual Release and Settlement Agreement (“Agreement”) is made among Joseph Benson (Plaintiff), the State of Wisconsin, the Wisconsin Department of Corrections (“DOC”) and all employees of those entities (collectively, “State”).

WHEREAS, Plaintiff challenges actions and omissions by employees of the Department of Corrections; and

WHEREAS, Plaintiff and the State desire to settle any and all potential litigation without the cost, expense, and uncertainty of trial and without admission of fault or liability;

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, Plaintiff and the State agree as follows:

1. **SETTLEMENT AMOUNT.** The State agrees to pay the amount of One Hundred Ten Thousand Dollars (\$110,000) to People’s Law Office Trust Account within 30 days after this Agreement is fully executed.

2. **TRANSFER.** The State agrees to transfer Plaintiff to Kettle Moraine Correctional Institution within 60 days after this Agreement is fully executed. Plaintiff will remain housed at Kettle Moraine Correctional Institution, barring (i) an emergency placement, (ii) a system emergency circumstance that the State must urgently act upon, or (iii) if plaintiff has future disciplinary action that results in reclassification from medium to maximum security status. If Plaintiff requests transfer from Kettle Moraine Correctional Institution, this paragraph is no longer operable, and the State has discretion on whether to grant Plaintiff’s request.

3. **EXPUNGEMENT.** The State agrees to expunge Conduct Report number 3013056 from Plaintiff’s records.

4. **DISMISSAL.** The Plaintiff agrees to dismiss, with prejudice, Eastern District of Wisconsin Case 18-cv-00538.

5. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney fees, claims and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law), that relate to any action or inaction—of any State of Wisconsin or DOC employee—that relate to the events described in the lawsuit.

6. **COVENANT NOT TO SUE.** This Agreement shall also be deemed a covenant by Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by this Agreement, not to file any appeal of any court decision, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board, or against the State, the DOC, its successors, agents, and assigns or any former or current employee of the State if such claims relate to any action or inaction—of any State of Wisconsin or DOC employee—that relate to the events described in the lawsuit.

7. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any future acts of any Department of Corrections or other State employee.

8. **COSTS AND ATTORNEYS' FEES.** Each party will bear its own costs and attorneys' fees.

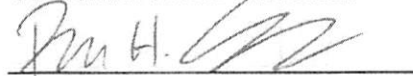
9. SCOPE OF AGREEMENT. This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

10. COMPROMISE OF DISPUTED CLAIM. This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned 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 Released Parties herein, and that said Released Parties deny liability or wrongdoing and intend merely to avoid litigation and buy their peace.

11. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts.

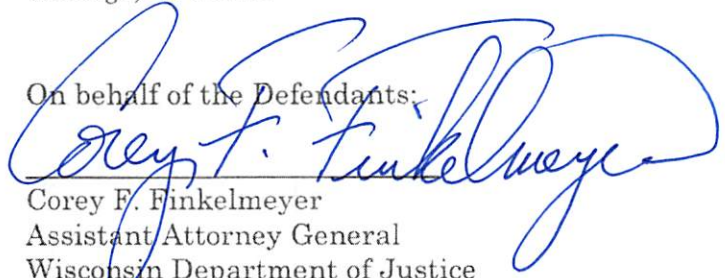
12. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

On behalf of the Plaintiff:



Ben H. Elson  
People's Law Office  
1180 N. Milwaukee Ave  
Chicago, IL 60642

On behalf of the Defendants:



Corey F. Finkelmeyer  
Assistant Attorney General  
Wisconsin Department of Justice  
Post Office Box 7857  
Madison, Wisconsin 53707-7857

*Attorneys for the State of Wisconsin*