

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

R.W.,

Plaintiff,

v.

CASE NUMBER: 5:16-CW-00045-WTH-PRL

BRUCE A. KISER, JR.
in his individual capacity,

Defendant.
_____ /

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

The undersigned Plaintiff, R.W. (hereinafter the "Plaintiff"), for the consideration of Sixty thousand dollars (\$ 60,000.00) (the "Settlement Amount") hereby and for his heirs, executors, administrators, successors and assigns, forever releases, acquits and discharges Bruce A. Kiser, Jr. (the "Defendant"), the State of Florida and the Florida Department of Corrections and their agents, contractors, servants, employees, former employees and successors, of and from any and all claims, actions, causes of actions, civil rights violations, demands, sums of money, trespasses, agreements, contracts, controversies, rights, damages, costs, loss of service, expenses and

compensation whatsoever, including attorney's fees, whether in law or equity,
RW Plaintiff's initials RW Defense counsel's initials

common law or statutory, which the undersigned now has, or which may hereafter accrue, on account of or in any way growing out of, the events, physical assault and/or sexual assault and related injuries which were described in and which were at issue in the action styled *R.W. v. Bruce A. Kiser, Jr.*, Case No. 5:16-CV-45-OC-10, filed in the United States District Court, Middle District of Florida, Ocala Division (hereinafter the "Action"), including any and all known and unknown, foreseen and unforeseen bodily and personal injuries and for any other claim or cause of action whatsoever arising prior to the date of the execution of this Settlement Agreement.

The Settlement Amount shall be payable to Southern Poverty Law Center. Counsel for Defendant agrees to use best efforts to transmit the check(s) for the Settlement Amount to the payee(s) described above, within 30 working days after this Settlement Agreement is fully executed and Plaintiff has provided all forms and information required by the Department of Financial Services to process the payment(s) of the Settlement Amount.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that no actions taken as a result of agreement are to be construed as an admission of liability on the part of the parties hereby

RW Plaintiff's initials RLK Defense counsel's initials

released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

It is understood and agreed that this Settlement Agreement, and the consideration for it extends to all claims asserted, or which could have been asserted, by the Plaintiff in the Action.

It is further understood and agreed that all parties shall bear their own attorneys fees and costs incurred in the Action and related to this Settlement Agreement.

The Parties to this Settlement Agreement hereby agree to file with the court a Joint Stipulation of Voluntary Dismissal With Prejudice as to Case No. 5:16-CV-45-OC-10, United States District Court, Middle District of Florida, Ocala Division, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), and to execute any such other documents as may be necessary in order to accomplish the settlement and discharge of the parties contemplated herein.

Plaintiff hereby declares and represents that no promise, inducement or agreement not herein expressed has been made to Plaintiff, and that this Settlement Agreement contains the entire agreement between the parties hereto, and that the terms of this Settlement Agreement are contractual and not a mere recital. The

RM Plaintiff's initials RA Defense counsel's initials

parties agree that if any of the parties breach this Settlement Agreement, that the only remedy therefor will be an action for breach of contract and that the proper venue for such action will be in state court in Leon County, Florida.

Plaintiff

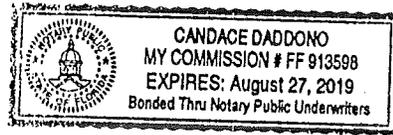
I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date October 27, 2017

R.W.

Plaintiff

Candace Daddono
Notary



[Signature], Esq.,

Counsel for Plaintiff

Date

[Signature]
Counsel for Defendant (s)

Date: 10/27/17

RW Plaintiff's initials [Signature] Defense counsel's initials