GENERAL RELEASE

AND NO/10OTHS (\$325,000.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, the undersigned AUSTIN J. CLARK, hereby releases and forever discharges THE CITY OF LA CROSSE, CITY OF LA CROSSE POLICE DEPARTMENT, ADAM LANGE, MATTHEW LEE BAKER, and WISCONSIN MUNICIPAL MUUTAL INSURANCE COMPANY and collectively all of their officials and employees ("Released Parties") from all claims, whether known or unknown or anticipated or unanticipated, in any way arising out of or related to the undersigned's arrest by and/or interaction with the Released Parties on or about September 13, 2024, as more fully detailed in the December 23, 2024 Notice of Claim and April 25, 2025 Settlement Letter from Mr. Clark's Counsel; but this Release is not limited to the claims asserted in those letters; it includes any and all claims that could have been asserted in a lawsuit about the events from that day. It is also understood that the money paid for this unqualified Release is received not only as a full satisfaction for any and all known and unknown injuries and damages, but also for any and all future injuries and damages arising from past events, even if the extent of those injuries and damages is unknown.

This Release fully extinguishes any and all claims that were brought or could have been brought under state or federal law including, but not limited to, those for: compensatory damages; defamation, invasion of privacy, punitive damages; attorneys' fees and costs; statutory damage awards; and any and all claims arising under federal or state statutes or other rules of law, including, but not limited to, constitutional claims. It is understood that no portion of the proceeds paid for this Release is paid over or received as punitive damages.

It is understood and agreed that this settlement is a full compromise of a disputed claim and that neither this Release nor the payment of money is to be construed as an admission of liability by the Released Parties, by whom payment is being made for the sole purpose of avoiding the substantial expense of further litigation. It is recognized that the Released Parties deny that they are liable for the claimed injuries and damages. In particular, the Released Parties deny that any basis exists for a claim of attorney fees, costs, punitive or other damages arising out of the allegations in the complaint in the above-referenced lawsuit.

The undersigned acknowledges that all subrogation and lien claims, if any, arising out of contract or under state or federal law, including but not limited to, any subrogation or lien claims of health care or mental health providers, insurance carriers, and any federal or state agency or programs such as Medicaid or Social Security are the sole and separate responsibility of the undersigned, which he agrees to pay or otherwise resolve. The undersigned further agrees to indemnify and hold harmless the Released Parties from and against all such lien and subrogation claims brought against them. The undersigned also agrees that he has the sole obligation to satisfy any and all attorney liens or fee claims and to indemnify the Released Parties from all such claims.

With full knowledge and understanding of the contents of this Release, the undersigned voluntarily enters into this settlement and does so without having relied upon any statement or representation by the Released Parties, their representatives, or anyone retained by them.

This Release contains the entire agreement among the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the them and their respective executors, administrators, personal representatives, heirs, successors, agents and assigns.

[SIGNATURE ON PAGE TO FOLLOW]

The statements in this Release are contractual terms and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and by the laws of the State of Wisconsin.

AUSTIN CLARK ACKNOWLEDGES THAT HE HAS CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT AND UNDERSTANDS THAT IT CONTAINS A FULL RELEASE OF LEGAL CLAIMS, BOTH KNOWN AND UNKNOWN. CLARK FURTHER ACKNOWLEDGES THAT HE IS SIGNING THIS AGREEMENT VOLUNTARILY. CLARK FURTHER REPRESENTS THAT HE IS COMPETENT TO ENTER INTO THIS SETTLEMENT AND HAS HAD THE BENEFIT OF INDEPENDENT LEGAL COUNSEL IN EVALUATING WHETHER TO SIGN THIS RELEASE.

Date:

AUSTIN CLARK

I am one of the attorneys of record for AUSTIN CLARK and, pursuant to Wis. Stat. §757.38, give my consent to the above settlement.

> Jeff Scott Olson, #1016284 Andrea J. Farrell, #1064773

BoardmanClark

TAYLOR ANDERSON
ATTORNEY
TANDERSON@BOARDMANCLARK.COM
DIRECT (608) 283 7502
FAX (608) 283 1709

August 21, 2025

<u>VIA HAND DELIVERY</u>

Jeff Scott Olson Law Firm c/o Attorney Andrea Farrell 1025 Quinn Drive Suite 500 Waunakee, WI 53597

RE: Austin Clark

Dear Attorney Farrell:

In full and final resolution of all claims against my client in this matter, I enclose Wisconsin Municipal Mutual Insurance Company's settlement draft in the amount of \$325,000.00 made payable to your law firm's trust account. The draft is being tendered to your firm in trust pending execution of the closing documents in the form submitted. The draft is further being tendered in trust with the understanding that, as a condition of this settlement, your client and your law firm separately assume the obligation to resolve any and all liens on the settlement, explicitly including any hospital liens.

Thank you for your cooperation.

Sincerely,

BOARDMAN & CLARK LLP

Taylor Anderson

TRA/ag Enclosure

RECEIVED: Claudia R. Shipley DATE: 8/21/25