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STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
MONTPELIER, VT
05609-1001

October 3, 2017

Kirk Wool MZ 19596
P.O. Box 200
Camp Hill, PA 17001

Dear Mr. Wool,

I have enclosed a settlement from your federal case against the Department of Corrections. I do not know if this is the one you are seeking. If you have further questions, or document requests, after reviewing the enclosed, please contact Robert LaRose directly. His address is:

Robert LaRose
Department of Corrections
HC 2 North
280 State Drive
Waterbury, VT 05671-2080

Regards,

A handwritten signature in black ink, appearing to read "David McLean".

David McLean
Assistant Attorney General

Enclosure

cc: Karen Farnsworth
Robert LaRose

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF VERMONT

KIRK WOOL)
Plaintiff,)
)
v.) File No. 2:11-cv-188
)
VERMONT DEPARTMENT)
OF CORRECTIONS,)
SCOTT MORLEY,)
Defendants.)

STIPULATION OF DISMISSAL

NOW COMES Plaintiff Kirk Wool, and Defendant the Vermont Department of Corrections, who agree and stipulate as follows:

1. The parties have arrived at a mutually satisfactory settlement agreement with respect to the issues in the above captioned action;
2. All claims against Defendants in the above captioned matter will be dismissed with prejudice.

Kirk Wool
Kirk Wool, pro se

Date

David McLean
David McLean
Counsel for Defendant

1/3/13
Date

SO ORDERED;

Presiding Judge

GENERAL RELEASE

I, **Kirk Wool**, for and in consideration of being transferred to Southern State Correctional Facility, do hereby remise, release, and forever discharge, and by these presents do for myself, my heirs, executors and administrators, successors and assigns (collectively, "Plaintiff" or the "**Releasors**"), remise, release, and forever discharge **the State of Vermont**, its agencies, departments, officers, agents, employees and insurers, whether past or present, (collectively "Defendant" or the "**Releasees**"), of and from any, and all manner of action and actions, grievances, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, whether known or unknown, in law or in equity, against the **Releasees**, which the **Releasors** ever had, now have, or which they or their heirs, successors or assigns hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this release, including, but not limited to a federal civil rights action, and any and all other claims for damages, loss of consortium, costs and/or for attorneys' fees in connection with, arising out of, or related to my incarceration with the Vermont Department of Corrections.

Without in any way limiting the foregoing, this Release shall apply to any and all claims for damages, costs and/or for attorneys' fees in connection with, arising out of, or related to any of the claims that were asserted or could have been asserted by **Releasor** against **Releasees** in the action entitled **Kirk Wool v. Vermont Department of Corrections and Scott Morley, United States District Court for the District of Vermont, File No. 2:11-cv-188**.

EXCLUSION

This release does not apply to a suit **Releasor** has filed on behalf of his daughter, **Danielle Morin**, alleging her wrongful death while under the supervision of the Department of Corrections: **Wool & Wool v. Vermont Department of Corrections, S773-12Cnc**.

ADDITIONAL CONDITIONS

In addition to releasing the State of Vermont from all manner of actions as specified above, I, Kirk Wool, agree that I will no longer aid other inmates in any way in filing lawsuits, or file lawsuits on behalf of others, unless the issue(s) raised affect me personally.

Further, I understand that this settlement agreement does not guarantee any length of stay at Southern State Correctional Facility. The Department may choose to transfer me to a facility of its choice at any time. I also understand that the Department's standard procedure with respect to housing two inmates with a potential for conflict. In such cases, the Department will keep the inmate who first arrived at the facility in place and move the inmate who arrived later in time to a different facility. However, there may be exceptions to this policy in unusual circumstances.

Releasor expressly acknowledges that the settlement made pursuant hereto is the compromise of a claim disputed both as to liability and damage. It is not, and shall not be deemed to be an admission of liability, which liability is expressly reserved and denied.

1/4/13
Date

Kirk Wool
Kirk Wool
Plaintiff/Releasor

STATE OF Vermont)
COUNTY OF FRANKLIN) SS.

On this the 4 day of January, 2013, before me personally appeared Kirk Wool, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and who has acknowledged that he executed the same for the purposes therein contained as his own free act and deed.

Glenn Paradis
Notary Public
My commission expires 02/2015