

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the “Agreement”) is made between Plaintiff Rochelle Hoffman (“Plaintiff”), and the Board of Regents of the University of Wisconsin System (“Board” or “Defendant”).

WHEREAS, Plaintiff has alleged that the Board violated her legal rights, specifically, that she was discriminated against based on her race and retaliated against for filing a complaint; and

WHEREAS, the Board denies it has violated Plaintiff’s legal rights in any way; and

WHEREAS, Plaintiff and the Board (collectively, the “Parties”) desire to settle all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to the Plaintiff’s claims in *Rochelle Hoffman v. Board of Regents of the University of Wisconsin System*, W.D. WI Case No. 23-cv-00853 (“the Lawsuit”), without the cost, expense, and time of trial and without admission of fault or liability.

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

1. **SETTLEMENT AMOUNT AND PAYMENT.** Defendant, within thirty days of this agreement being fully executed and following receipt of W-9 forms from Plaintiff’s attorney, will issue a check in the amount of \$265,000.00 (two hundred and sixty-five thousand dollars and 00/100), made out to the Trust Account of Fox and Fox, S.C. Plaintiff understands and agrees that she is responsible for any possible or

applicable state or federal taxes that might later be determined to be owed on this Settlement Payment and agrees to indemnify Defendant and hold Defendant harmless for any and all tax liability that may accrue to the settlement payment.

2. DISMISSAL OF LAWSUIT. In exchange for the consideration listed above, Plaintiff requests and consents to a voluntary dismissal with prejudice, of the Lawsuit, including any and all claims against the State of Wisconsin, the Board, and all the Board's current and former employees, trustees, and all other of its agents, attorneys, or contractors (collectively, the "Released Parties"). Within five days of the payment set forth above in Paragraph No. 1 being made to Plaintiff, Plaintiff will file an agreed-upon stipulation of dismissal, with prejudice, of the Lawsuit with the Court.

3. RELEASE OF CLAIMS. In exchange for the consideration listed above, Plaintiff releases and forever discharges the State of Wisconsin, Board, and their officers, agents, employees, successors, personal representatives, and insurers, past, current or future (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), based on any actions or omissions of any of the Released Parties related in any way to all complaints, claims, charges, demands and liabilities, of any kind or nature, known or unknown, whether filed or unfiled, arising out of the facts and circumstances which gave rise to the Plaintiff's claims in the Lawsuit, and

Plaintiff waives all rights to appeal any judgment or order issued by the court in connection with the Lawsuit.

4. COVENANT NOT TO SUE. This Agreement shall also be deemed a covenant by Plaintiff not to sue the Released Parties for any of the matters released or discharged by this Agreement, not to file any appeal of any court decision in the Lawsuit, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency, board or commission against the Released Parties, up to and through the date this Agreement is executed by Plaintiff.

5. COSTS AND ATTORNEY FEES. Each Party will bear its own costs and attorney fees.

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

7. COMPROMISE OF DISPUTED CLAIMS. This Agreement is a full, final, and complete compromise and settlement of any disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of any disputed claims, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties, and that the Released Parties herein deny liability or any wrongdoing and intend merely to avoid litigation and buy their peace.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and may be modified only by written agreement of

the Parties.

9. COUNTERPARTS. This Agreement may be executed in counterparts, and copies or facsimiles of signatures have the same effect as original signatures.

10. OPPORTUNITY TO REVIEW. Plaintiff has had an opportunity to review the Agreement, has consulted with an attorney prior to executing the Agreement, and agrees that she is entering into the Agreement fully and freely without coercion from any party. Further, the terms and conditions hereof are the result of negotiations between the Parties, and this Agreement shall not be construed in favor of or against any Party by reason of the extent to which such Party have prepared this Agreement.

[The remainder of this page has been left intentionally blank.]

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

BY THE PLAINTIFF



Plaintiff, Rochelle Hoffman

7/30/2025

Date

Agreed as to form by:

Michael R. Fox
State Bar No. 1015173
FOX & FOX, S.C.
124 West Broadway
Monona, WI 53716

Date

BY THE DEFENDANT

Agreed to on behalf of Defendant:

s/

SARAH A. HUCK
Assistant Attorney General
State Bar #1036691
Wisconsin Department of Justice
Madison, Wisconsin 53707-7857

Date