

NOTICE OF INTENT TO SUE & PROPOSED SETTLEMENT

This correspondence constitutes an offer to compromise a claim and is inadmissible pursuant to Fed. R. Evid. 408 and Wis. Stat. § 904.08.

January 18, 2022

VIA ELECTRONIC MAIL ONLY

Dear Defendant:

This Notice of Intent to Sue & Proposed Settlement of Claims provides notice that Daniel M. Olson (Plaintiff) intends to commence a lawsuit against you (Defendant) for violations of federal and state law. Plaintiff will seek compensatory and punitive damages and any other available relief under law or equity for those violations, which are based on but not exclusive to the following general misconduct:

Unconstitutional retaliation against Plaintiff for his protected speech/testimony to a county committee on December 10, 2019.

Unconstitutional acts or omissions to prevent or otherwise interfere with Plaintiff's protected speech/testimony to a county committee on January 7, 2020.

Unconstitutional retaliation against Plaintiff for his protected speech/testimony to a county committee on January 7, 2020.

Unconstitutional acts or omissions to prevent or otherwise interfere with Plaintiff's protected speech/testimony to the Wisconsin Department of Justice, Sauk County District Attorney, and Sauk County Sheriff on January 21, 2020.

Unconstitutional retaliation against Plaintiff for his protected speech/testimony to the Wisconsin Department of Justice, Sauk County District Attorney, and Sauk County Sheriff on January 21, 2020.

Unconstitutional deprivation of Plaintiff's protected speech/testimony to the Sauk County District Attorney and Sauk County Sheriff by intentional or reckless obstruction of requested investigation.

Unconstitutional deprivation of Plaintiff's equal protection rights to exercise his protected speech, liberty and property rights.

Unconstitutional procedures to deprive Plaintiff of his protected speech, liberty and property rights without due process.

Suspension and termination of Plaintiff's employment for improper purposes.

Violation of Plaintiff's contractual right to good faith and fair dealing.

Malicious or recklessly false communications about and against Plaintiff.

Intentional or negligent interference with Plaintiff's employment relationship.

Unreasonable infliction of emotional injury on Plaintiff.

The foregoing misconduct establishes violations of federal and state law, including but not limited to: Section 1983 (Free Speech Deprivation), Section 1983 (Substantive Due Process Violation), Section 1983 (Procedural Due Process Violation), Section 1983 (Equal Protection Violation), Section 1983 (Conspiracy to Violate Civil Rights Violation), Wrongful Termination, Breach of Contract, Defamation, Conspiracy to Interfere With Employment Relationship, and Negligent Infliction of Emotional Harm.

Plaintiff's claims against you are based on uncontroverted competent evidence including public records, emails, videos, audio recordings and may include other similar evidence Defendant knew or should have known Defendant is legally required to preserve.

PLAINTIFF CAN OBTAIN A COURT-ORDERED ACCOUNTING OF PRE-FILING EVIDENCE. IF DEFENDANT DESTROYED, SPOILED OR LOST EVIDENCE DEFENDANT IS LEGALLY REQUIRED TO PRESERVE, DEFENDANT IS SUBJECT TO PENALTIES, FINES, ADVERSE RULINGS AND EVIDENTIARY SANCTIONS.

Irrespective of any prior impermissible spoliation of evidence, your duties under federal and state law to preserve **ALL** electronic records or information related to Plaintiff's employment with Sauk County continue unabated and extend to but are not limited to: communications, in their **ORIGINAL** unadulterated and **FORENSICALLY PRISTINE** form, to or from each Defendant directly or indirectly concerning Plaintiff and irrespective of whether Plaintiff is specifically identified in the communication, including word processing files, email messages, text messages, voicemail messages, videos and the like, including **ALL ASSOCIATED METADATA**, irrespective of whether the record(s) exists on or in a publicly or **PRIVATELY-OWNED** phone, laptop, computer or any other device or source.

Settlement Terms. As and for complete settlement of Plaintiff's claims against you, Plaintiff proposes the following:

- A. Compensatory Damages payment per enclosed Attachment 1.
- B. Punitive Damages payment per enclosed Attachment 1.
- C. Interest payment to be determined by agreement.
- D. Equitable relief to be determined by agreement.

Time to Respond. This settlement offer is valid for thirty (30) days unless withdrawn earlier by Plaintiff or extension of time to respond is agreed to in writing by Plaintiff and Defendant.

Lawsuit Filing. Plaintiff will file his lawsuit against you on January 28, 2022, the 2-year anniversary of the unlawful retaliatory employment suspension imposed against Plaintiff, but such filing will not constitute an automatic withdrawal of this settlement offer.

Sincerely,

Daniel M. Olson

Daniel M. Olson