

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

REMO HARRISON DANIELS,

Plaintiff,

v.

Case No. 15-CV-860

DR. SCHWARTZ-OSCAR., et al.,

Defendants.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Remo Harrison Daniels ("Plaintiff"), and the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), and all individually-named defendants in the above-captioned case, in *Daniels v. Baumann*, et al., Eastern District of Wisconsin Case No. 16-CV-870, in *Daniels v. Kind*, et al., Eastern District of Wisconsin Case No. 16-CV-418, and in *Daniels v. Baumann*, et al., Eastern District of Wisconsin Case No. 16-CV-269 (collectively with the State, the "Defendants").

WHEREAS Plaintiff filed the above-captioned complaint in the U.S. District Court for the Eastern District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS Plaintiff filed a complaint (*Daniels v. Baumann*, et al., Case No. 16-CV-870) in the U.S. District Court for the Eastern District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS Plaintiff filed a complaint (*Daniels v. Kind*, et al., Case No. 16-CV-418) in the U.S. District Court for the Eastern District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS Plaintiff filed a complaint (*Daniels v. Baumann, et al.*, Case No. 16-CV-269) in the U.S. District Court for the Eastern District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS, Plaintiff and Defendants desire to settle the above-referenced complaints (collectively, the "Complaints")—to the extent any of the Complaints remain pending in the U.S. District Court for the Eastern District of Wisconsin—without the cost, expense, and uncertainty 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.** The State agrees to pay the amount of \$4,200.00 to Plaintiff (the "Settlement Payment") within 30 days after execution of this Agreement. The Settlement Payment will be made payable to the law firm trust account maintained by Plaintiff's court-appointed counsel, von Briesen & Roper, s.c.

2. **COMPLETE INDEPENDENT ASSESSMENT.** The State agrees that, within 90 days after execution of this Agreement, the Plaintiff shall be provided with a comprehensive psychological assessment (the "Assessment") by a DOC psychologist (the "Psychologist") who has not previously provided any type of treatment to Plaintiff. This Assessment shall inform and guide the Plaintiff's subsequent mental health treatment while he remains an inmate under the control of the DOC. The Psychologist shall give an opinion as to whether a referral to the Wisconsin Resource Center ("WRC") would or would not be appropriate. Any recommendation under this paragraph is advisory, not binding. For example, a referral to WRC does not guarantee placement or programming at WRC. Plaintiff understands that, if a referral is made to WRC, and he is not accepted into the program, the refusal of WRC to accept him is not due to any fault of DOC and that the discretion of whether an inmate is admitted lies solely with WRC.

3. **PSYCHIATRIC TREATMENT.** The State agrees that, for a minimum of one year, the Plaintiff shall be provided with an appointment with a psychiatrist at least once every three months provided that such treatment is recommended by the Assessment. If the Assessment recommends a psychiatric appointment once every three months, then the DOC will provide Plaintiff with this treatment for a minimum of one year, subject to the following conditions: Plaintiff has not asked to discontinue psychiatric care; Plaintiff's treating psychiatrist agrees that psychiatric care is appropriate; DOC has the capability of providing Plaintiff with appointments at the recommended frequency, given staffing levels and in light of the needs of other inmates; and Plaintiff cooperates and participates in the treatment. After the one year period passes, Plaintiff's treating providers have the discretion to continue this practice only if it is clinically indicated.

4. **MENTAL HEALTH COUNSELING.** The State agrees that, for a minimum of one year, the Plaintiff shall receive biweekly clinical sessions with a psychologist provided that such treatment is recommended by the Assessment. The treating psychologist may be a licensed psychologist or a psychological associate, depending on staffing of the institution, with the understanding that any psychological associate providing treatment will be supervised by a licensed psychologist. If the Assessment recommends biweekly clinical sessions with a psychologist, then the DOC will provide Plaintiff with this treatment for a minimum of one year, subject to the following conditions: Plaintiff has not asked to discontinue with his care; Plaintiff's treating psychologist or psychological associate agrees that such care is appropriate; DOC has the capability of providing Plaintiff with appointments at the recommended frequency, given staffing levels and in light of the needs of other inmates; and Plaintiff cooperates and participates in the treatment. After the one year period passes, Plaintiff's treating providers have the discretion to continue this practice only if it is clinically indicated.

5. **DISMISSAL OF COMPLAINT.** The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Complaints in the above-captioned case, in *Daniels v. Baumann*, et al., Eastern District of Wisconsin Case No. 16-CV-870, in *Daniels v. Kind*, et al., Eastern District of Wisconsin Case No. 16-CV-418, and in *Daniels v. Baumann*, et al., Eastern District of Wisconsin Case No. 16-CV-269. This includes, but is not limited to, litigation in state and federal court, and pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

6. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, and the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions and claims, whether filed (including actions filed and pending screening by the court), asserted, known, or unknown (including cause or causes of action, suits, debts, covenants, agreements, liabilities, rights, damages, costs, claims of interest, awards of attorney fees, claims and demands) for any event that took place on any date before this Agreement is fully executed.

7. **COVENANT NOT TO SUE.** This Agreement shall also be deemed a covenant by the Plaintiff not to sue any of 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 Complaints, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board against Defendants or their heirs, or against the DOC, and the State, and their respective successors, agents, and assigns or any former or current employee of the State if such claims relate to any action or inaction—of any State employee—that took place on any date before this Agreement is fully executed.

8. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any future acts of negligence or deliberate indifference to his medical or

mental health needs, or any other violations of his Constitutional rights for events taking place after the date this Agreement is fully executed.

9. **COSTS AND ATTORNEYS' FEE.** Each party will bear its own costs and attorneys' fees.

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

11. **COMPROMISE OF DISPUTED CLAIMS.** This Agreement is a full, final, and complete compromise of disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of disputed claims, that any payment or other agreed-upon term made hereunder is not to be construed as an admission of liability or wrongdoing on the part of the Released Parties herein or any past or present official, agent, or employee of the State, and that said Released Parties deny liability or wrongdoing and intend merely to avoid litigation and buy their peace. Likewise, the Defendants do not admit to any unsoundness of their stated legal positions in defense of any of the Complaints.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts.

13. **REVIEW AND CONSULTATION WITH COUNSEL.** This Agreement contains the entire agreement between the parties and may be modified only by written agreement of the parties. The Plaintiff affirmatively states by signing below, that he had the assistance of counsel during the negotiation and execution of the settlement represented by this Agreement.

(The remainder of this page 5 is intentionally left blank)

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

Remo H. Daniels
Remo Harrison Daniels

State of Wisconsin)
County of Columbia)

11-1414

Subscribed and sworn to before me
this 31st day of October, 2016.

Notary Public, State of Wisconsin
My commission expires: _____

Nov. 30
Date: ~~October~~ ___, 2016

Monica Burkert-Bnst
Theresa M. Anzivino
Monica Burkert-Bnst
Attorney for Defendants

Joseph M. Russell
Joseph M. Russell (#1092211)

Attorney for Plaintiff, Remo Harrison Daniels

Subscribed and sworn to before me
this 14 day of November 20 16
Angelia E. Kroll
Notary Public, State of Wisconsin
My Commission Expires 4-17-2020

