

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF WISCONSIN

ROBERT K. GANT,

Plaintiff,

Case No. 12-CV-258-wmc

v.

MICHAEL MEISNER, et al.,

Defendants.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This mutual release and settlement agreement ("Agreement") is made between Plaintiff Robert K. Gant ("Plaintiff"), the State of Wisconsin (the "State"), the Wisconsin Department of Corrections ("DOC"), and all the individuals named as Defendants in the above-captioned case, currently pending as 12-CV-258 in the U.S. District Court for the Western District of Wisconsin (the "Action"), or whom could have been so named (collectively, "Defendants").

WHEREAS Plaintiff, a prisoner in DOC custody, filed a complaint in the U.S. District Court for the Western District of Wisconsin that was assigned case number 12-CV-258, alleging that various DOC employees violated his constitutional rights; and

WHEREAS, after a formal mediation on April 21, 2015, Plaintiff and Defendants reached an agreement to settle this Action 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 FUNDS.** The State agrees to pay the amount of \$10,000 to the Godfrey & Kahn Trust Account within 30 days after the execution of this

Agreement by the Parties. This money is to compensate Plaintiff for personal injuries.

2. **PSYCHIATRIC TREATMENT.** The State agrees that Plaintiff shall be provided with an appointment with a psychiatrist at least three times per year, as long as Plaintiff has not asked to discontinue psychiatric care and Plaintiff's treating psychiatrist agrees that psychiatric care is appropriate. The State further agrees that Plaintiff shall be provided with an appointment with a psychiatrist no later than one month after he is prescribed any new psychiatric medication.
3. **MENTAL HEALTH COUNSELLING.** The State agrees that Plaintiff shall receive talk therapy with a licensed mental health worker or social worker in an amount no less than once every two weeks for at least a 45 minute session as long as Plaintiff has not asked to discontinue such counselling and as long as the licensed mental health worker or social worker agrees that talk therapy sessions are appropriate.
4. **SECOND OPINION.** If Plaintiff's psychiatric treatment provider and/or his talk therapist determine that treatment is no longer appropriate but Plaintiff disagrees, then the State shall provide another treatment provider to assess whether care should be discontinued.
5. **TREATMENT DECISIONS.** Nothing in this agreement shall be construed to limit the Plaintiff's right to voluntarily discontinue treatment with prison mental health care providers, nor to limit the discretion of the Plaintiff's mental health

care providers to adjust treatment modalities and care plans as they and Plaintiff deem to be in Plaintiff's best interests in the future.

6. **REFERRAL TO WISCONSIN RESOURCE CENTER.** The State agrees that Plaintiff shall receive a referral to the Wisconsin Resource Center ("WRC") no later than 60 days after the execution of this Agreement. Plaintiff understands that a referral to the WRC is not a guarantee that Plaintiff will be accepted into any program at the WRC.
7. **TRANSFER BACK TO WAUPUN CORRECTIONAL INSTITUTION.** The State agrees that, absent some change in conditions or security issue, Plaintiff shall be sent back to the Waupun Correctional Institution if and when he leaves any program at the WRC.
8. **DISMISSAL OF COMPLAINT.** The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Action and any and all claims against the State, the DOC, and Defendants, including claims against Defendants' heirs, and claims against the State's successors, former and current employees, agents and assigns relating to the litigation of the Action.
9. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State of Wisconsin, the DOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (the "Released Parties") from any and all manner of action or actions, cause or causes of action, suits, debts, covenants, agreements,

liabilities, rights, damages, costs, claims of interest, awards of attorneys' fees claims and demands of every kind and nature whatsoever, in law or equity, whether based on state or federal law, arising out of Plaintiff's conditions of confinement from the inception of his incarceration by the DOC to the date of the execution of this Agreement. In exchange for his agreement to terminate this lawsuit, all Defendants release and forever discharge Plaintiff and his successors, heirs, and assigns from any and all manner of action or actions, causes of action, suits, debts, covenants, liabilities, rights, damages, costs, claims of interest, awards of attorneys' fees claims and demands of every kind and nature whatsoever, in law or equity, whether based on state or federal law, arising out of Plaintiff's conditions of confinement from the inception of his incarceration by the DOC to the date of the execution of this Agreement.

10. **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 Action, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency of licensing board against Defendants or their heirs, or against the State, the DOC, its successors, agents, and assigns or any former or current employee of the State if such claims relate to the litigation of the Action.
11. **RESERVATION OF RIGHTS.** Plaintiff reserves any and all rights he may have to challenge any future acts of deliberate indifference to his medical or mental health needs.

12. **COSTS AND ATTORNEYS' FEES.** Each party will bear its own costs and attorneys' fees.
13. **SCOPE OF AGREEMENT.** This Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.
14. **COMPROMISE OF DISPUTED CLAIM.** This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability on the part of the Released Parties herein, and that said Released Parties deny liability or wrongdoing and intend merely to avoid litigation.
15. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts.
16. **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.
17. THIS RELEASE AND SETTLEMENT AGREEMENT HAS BEEN READ AND UNDERSTOOD BY THE UNDERSIGNED BEFORE SIGNING.

Dated: May 12, 2015.

By: R. K. Gant
Robert K. Gant, Plaintiff

As to Form:

Dated: June 17, 2015.

By: Kerry L. Gabrielson
Kendall W. Harrison
Kerry L. Gabrielson
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Counsel for Plaintiff Robert K. Gant

Dated: June 22, 2015.

By: 

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