

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Carl Joseph McDaniel ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), the Columbia Correctional Institution ("CCI"), and all employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff, a prisoner previously in CCI custody, filed two Complaints in the U.S. District Court for the Eastern District of Wisconsin alleging that various DOC employees violated his constitutional rights;

WHEREAS, there are two currently pending cases—*Carl McDaniel v. Warden Meisner et al.*, 12-cv-1178-nj and *Carl McDaniel v. Warden Meisner et al.*, 14-cv-53-pp—in the U.S. District Court for the Eastern District of Wisconsin (the "Actions"); and

WHEREAS, Plaintiff and Defendants desire 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 CONSIDERATION.** The State agrees to pay the amount of \$25,000 to Carl McDaniel (the "Settlement Payment") within 30 days after execution of this Agreement. The Settlement Payment will be made to Plaintiff via a deposit into his Trust Account. The Plaintiff understands and agrees that he is responsible for any possible state or federal taxes that might later be determined to be owed on this payment.

2. **MEDICAL EVALUATION & TREATMENT PLAN.** The State agrees that, within 30 days of the execution of this agreement by the parties, the DOC will provide Plaintiff with an in-person medical evaluation by Dr. Williams, who is part of the staff at Dodge Correctional, or Dr. Buono, or Dr. Fuller or Dr. Tannan, or if that is not feasible, an evaluation by a mutually-agreeable DOC physician. Before the evaluation, the physician should, at a minimum, review Plaintiff's medical records from January 1, 2010 to present. Within 30 days of the evaluation, the physician shall issue a written treatment plan, which should include, but is not limited to, a list of all current diagnoses, medications, and any recommendations for future medical treatment. This treatment plan may also include, and is contemplated will include, recommendations or referrals for further examination by appropriate specialists. This physician may also give an opinion as to whether Plaintiff should be referred to outside providers for specialty care and it is understood that Mr. McDaniel will continue to see Dr. Grossman as medically indicated to continue treatment with Dr. Grossman that is ongoing as of the date of this agreement.

3. **PSYCHOLOGICAL EVALUATION.** The State agrees that, within 60 days of the execution of this agreement by the parties, the DOC will provide Plaintiff with an evaluation by Dr. Gary Meier and also, as appropriate, Dr. Berg, or if that is not feasible, a DOC psychologist who is currently not Plaintiff's treating psychologist. Within 30 days of that evaluation, the psychologist shall issue a written treatment plan, which should include, but is not limited to, a list of all

current diagnoses, opinions regarding Plaintiff's current placement, and opinions regarding Plaintiff's programming needs. This psychologist may give an opinion as to whether placement at the Wisconsin Resource Center ("WRC") would be appropriate. Any recommendation under this paragraph is advisory, not binding. For example, a recommendation for referral to WRC does not guarantee placement or programming at WRC.

4. **MENTAL HEALTH COUNSELING.** For the minimum of one year, the State agrees that Plaintiff shall receive monthly clinical sessions with a certified psychologist. After the one year period passes, Plaintiff's treating providers have the discretion to continue this practice if it is clinically indicated.

5. **TREATMENT DECISIONS.** Nothing in this agreement shall be construed to limit the Plaintiff's right to voluntarily discontinue treatment with prison health care providers, nor to limit the discretion of the Plaintiff's health care providers to adjust treatment modalities and care plans as they deem to be in Plaintiff's best interests in the future.

6. **CHOICE OF PROVIDERS.** DOC retains the right to choose Plaintiff's medical and mental-health providers, but if Plaintiff has concerns about specific providers, he retains the right to raise those concerns with the psychology supervisor at the institution where he is housed, DOC psychiatry director, or other appropriate individuals within the DOC.

7. **DISMISSAL OF COMPLAINTS.** The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to withdraw and dismiss, with prejudice, the Actions and any and all claims against the State, and CCI, including

claims against former and current employees of those entities. This includes, but is not limited to, litigation in state and federal court, pending complaints with state or federal regulatory agencies or licensing boards, as may be applicable.

8. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the CCI, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers (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), that arise from any action or inaction—of any State of Wisconsin, DOC or CCI employee—that took place on any date before this agreement is fully executed.

9. **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 or licensing board against Defendants or their heirs, or against the State, the CCI, its successors, agents, and assigns or any former or current employee of the State if such claims arise from any action or inaction—of any State of Wisconsin, DOC or CCI employee—that took place on any date before this agreement is fully executed.

10. **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 pursue other claims that arise.

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

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

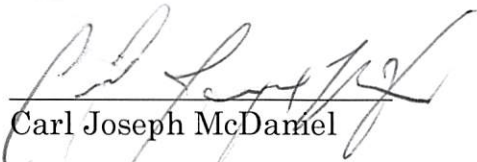
13. **COMPROMISE OF DISPUTED CLAIM.** This Agreement is a full, final, and complete compromise of a disputed claim. It is understood and agreed by the undersigned that this settlement is the compromise of a disputed claim, that any payment made hereunder is not to be construed as an admission of liability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

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

15. **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 is intentionally left blank)

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



Carl Joseph McDaniel

State of Wisconsin)
County of Waushara)

Subscribed and sworn to before me
this 24~~th~~ day of September, 2016.



Joseph Cincotta

Attorney for Plaintiff, Carl McDaniel

Notary Public, State of Wisconsin
My commission expires: _____

October
Dated: September, 6 2016



Ann M. Peacock, Assistant Attorney
General

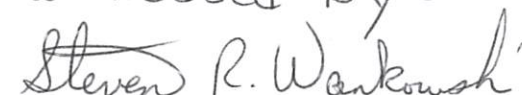
Attorney for Defendants

Witnessed by:



Anthony Stelten 24 sept '16

witnessed by:



Steven R Wankowski 24 sept 16