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*Client-Driven. Community-Focused.*

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**TO:** Marcellia Nicholson, Chairwoman  
Milwaukee County Board of Supervisors

**FROM:** Margaret C. Daun, Corporation Counsel  
Karen L. Tidwall, Deputy Corporation Counsel

**DATED:** June 24, 2022

**SUBJECT:** Request to Approve Settlement of Litigation  
*Lloyd Johnson v. Milwaukee County, et al*, Case No. 18-CV-1322 (Milwaukee County Circuit Court)

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We request that this matter be referred to the Committee on Judiciary, Safety, and General Services, for approval of a settlement of a lawsuit brought by Lloyd Johnson (“Plaintiff”) against Milwaukee County (“the County”) and certain of Plaintiff’s healthcare providers, captioned *Lloyd Johnson v. Milwaukee County, et al*, Case No. 18-CV-1322 (Milwaukee County Circuit Court) (the “Action”).

The Plaintiff brought suit seeking damages for severe self-inflicted injuries he suffered while he was a patient at the Mental Health Complex (“MHC”) in March 2012. In short, Plaintiff was admitted to the MHC having castrated himself with a pair of scissors. While on a locked unit at the MHC, he somehow gained access to a pair of bandage scissors, which he used to sever his penis. Johnson originally filed suit in federal court seeking relief under 42 U.S.C. § 1983, but his federal claims were dismissed on summary judgment, and that dismissal was upheld on appeal.

While his federal appeal was pending, he commenced the Action asserting claims under Wisconsin law. In his complaint, Plaintiff originally pursued five causes of action: for negligence; for negligence under a *res ipsa loquitor* theory; for a violation of Article I, Section 6 of the Wisconsin Constitution; for a violation of the Safe Place Statute, Wis. Stat. § 101.11; and for breach of contract. The County moved for summary judgment seeking dismissal of all claims. The Court granted the County’s motion dismissing all claims but the two negligence claims.

The parties’ counsel engaged in good faith settlement negotiations and reached a tentative settlement agreement, pursuant to which Milwaukee County will pay Plaintiff the sum of \$50,000.00, in exchange for a release of all claims and dismissal of the Action with prejudice, with the exception of reserving to Plaintiff a right to appeal the circuit court’s November 24, 2020

decision dismissing his breach of contract claim. The proposed \$50,000 settlement represents a compromise of Plaintiff's claims and Milwaukee County's defenses, and avoids further use of resources for continuing litigation.

If Plaintiff were to succeed on an appeal of his breach of contract claim, the case would return to the circuit court for further proceedings on that claim alone. If he were to ultimately recover on that claim, the \$50,000 settlement would be an offset to any such recovery.

The Office of Corporation Counsel and outside counsel representing Milwaukee County recommend approval of this settlement.

cc: Ryan Clancy  
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