

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Laderian McGhee ("Plaintiff"), and the State of Wisconsin, the Wisconsin Department of Corrections ("DOC") and individual named defendant, Dr. Dalia Suliene, ("Defendant"), in settlement of a case pending in the United States District Court for the Western District of Wisconsin: *McGhee v. Suliene*, Case No. 13-CV-67-BBC.

WHEREAS, Plaintiff, Laderian McGhee, a prisoner in the custody of the Wisconsin Department of Corrections, filed a complaint in the U.S. District Court for the Western District of Wisconsin, Case No. 13-CV-67, alleging that DOC retired employee Dr. Dalia Suliene violated his rights under the 8th Amendment ("the Lawsuit"), and

WHEREAS, after a settlement negotiations, Plaintiff, the State of Wisconsin, the DOC, and the Defendant ("the Parties") desire to settle this action, without the cost, expense and uncertainty of trial, and without admission of fault or liability, according to the provisions of this Agreement.

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the Parties agree as follows:

1. DOC will pay Plaintiff the sum of \$5000 with no deductions made to this amount unless the DOC is required to do so by federal law, state law, or court order.
2. In exchange for the consideration listed above, Plaintiff does hereby release and forever discharge the State of Wisconsin, the DOC, the Defendant, and the DOC's officers, agents, employees, successors, assigns, personal representatives and insurers (hereinafter referred to as 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 attorney's fees, claims, and demands of every kind and nature whatsoever, in law or equity, whether based on State or Federal law, arising in any manner out of the events of the Lawsuit.

3. This Agreement shall also be deemed to be a covenant by the Plaintiff not to sue any of the Released Parties for any of the matters released or discharged by this Agreement.

4. This is a private settlement agreement as defined in 18 U.S.C. § 3626(c)(2). The Parties will execute a joint stipulation and dismissal of the complaint on the merits and with prejudice.

5. Each party will bear his/its own costs and attorneys' fees incurred in this litigation.

6. The Agreement shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, and assigns of the undersigned.

7. Plaintiff agrees that in making this release he relies on his own judgment, belief, and knowledge as to all of the issues and all phases of his claim. Plaintiff warrants and acknowledges that he is not relying on representations or statements made by any of the Released Parties or anyone representing or employed by them.

8. This Agreement is a full, final, and complete compromise and settlement of a disputed claim. It is understood and agreed by the Parties 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 herein deny liability or any wrongdoing and intend merely to avoid litigation.

9. This Agreement may be executed in counterparts.

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

Signed and sealed at Columbia Correctional Institution, Wisconsin, on

April 7th, 2015.

Laderian McGhee

Laderian McGhee

STATE OF WISCONSIN)

) ss.

COUNTY OF Columbia)

On this 7th day of April, 2015, before me, the undersigned Notary Public, personally appeared claimant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained.

WITNESS MY HAND AND OFFICIAL SEAL.

Isaac Hart

Notary Public

Isaac Hart

Printed Name

My Commission Expires:

12/9/2015

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION



REED CORNIA
Attorneys for Plaintiff Laderian McGhee

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Dated this 2nd day of February, 2015.

CONSENT OF ATTORNEY AND SETTLEMENT OF ACTION

**STATE OF WISCONSIN, DEPARTMENT OF
CORRECTIONS, and DEFENDANT, by their
attorneys**



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Dated this 13th day of ^{April}~~February~~, 2015.