

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

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JERMAINE MCADORY,

Plaintiff,

v.

Case No. 14C942

DR. CRAIG SCHOENECKER,

Defendants.

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**MUTUAL RELEASE AND SETTLEMENT AGREEMENT**

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This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Jermaine McAdory ("Plaintiff"), the above-named defendant, the defendants formerly named in the Action (as defined herein), the Wisconsin Department of Corrections (DOC), the Fox Lake Correctional Institution (FLCI), and all employees of those entities (collectively, the "Defendants"), and the State of Wisconsin (the "State").

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

WHEREAS, Case No. 14-CV-942 is currently pending in the U.S. District Court for the Eastern District of Wisconsin (the "Action"); 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 AMOUNT.** The State agrees to pay the amount of Ten Thousand Dollars (\$10,000) to Jermaine McAdory (the "Settlement Payment") within 30 days after execution of this Agreement. The State shall arrange for the full payment of this amount via a check made payable to Jermaine McAdory c/o John W. McCauley, Hansen Reynolds LLC, 7600 Terrace Ave., Ste. 201, Middleton, WI 53562. In addition to the Settlement Payment, DOC agrees to forgive Plaintiff on the following institution debts: shipping charge of \$21.19; state filing fee of \$181.81; medical co-pay of \$7.50; and legal loans totaling \$144.39. 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 Settlement Payment or on the forgiveness of debt.

2.     **PAY-TO-STAY FEE POLICIES DO NOT APPLY.** The released parties agree that the settlement amount payable to the Plaintiff and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future.

3.     **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 DOC and FLCI, including claims against former and current employees of those entities, and claims against former defendants in the Action. 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.

4.     **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the DOC, the FLCI, 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 relate to any action or inaction—of any DOC or FLCI employee—that took place on any date before this Agreement is fully executed.

5. 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 DOC, the FLCI, its successors, agents, and assigns or any former or current employee if such claims relate to any action or inaction—of any DOC or FLCI employee—that took place on any date before this Agreement is fully executed.

6. 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.

7. COSTS AND ATTORNEYS' FEES. Each party will bear its own costs and attorneys' fees.

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

9. 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.

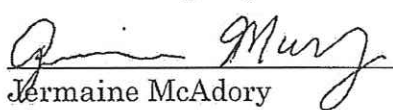
10. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts.

11. 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)**

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

I declare under penalty of perjury  
that the foregoing is true and correct.

 3/29/17  
Jermaine McAdory

John McCauley (# 1104739 )  
Krista Baisch (# 1050272)

Date: March \_\_, 2017

*Attorneys for Plaintiff Jermaine McAdory*

Date: March \_\_, 2017

  
Theresa M. Anzivino (#1079343)

*Attorney for Defendants*

Date: March 30, 2017

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

I declare under penalty of perjury  
that the foregoing is true and correct.

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Jermaine McAdory

Date: March \_\_\_, 2017



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John McCauley (# 1104739 )  
Krista Baisch (# 1050272)

*Attorneys for Plaintiff Jermaine McAdory*

Date: March 29, 2017

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Theresa M. Anzivino (#1079343)

*Attorney for Defendants*

Date: March \_\_\_, 2017