

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION

JAMES A. GOSTON, #N-73283,)	
)	
Plaintiff,)	
)	
v.)	Case No. 15-1357-MJR-SCW
)	
BARRY BRADY,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”), is made and entered into by and between the Plaintiff, James Goston, (hereinafter referred to as “Plaintiff”), and the Defendant, Barry Brady (hereinafter referred to as “Defendant”) and the Illinois Department of Corrections (hereinafter referred to as “IDOC”).

RECITALS

WHEREAS, the Plaintiff filed this lawsuit in the United States District Court for Southern District of Illinois entitled Goston v. Brady, Number 15-1357-MJR-SCW, (hereinafter referred to as “Action”), alleging violations of rights protected by statute(s), regulation(s), common law, the Constitution of the State of Illinois and/or the Constitution of the United States;

WHEREAS, the Defendant denies the allegations and denies any statutory, common law, constitutional or regulatory violations, and affirmatively states that the Plaintiff has failed to state a claim upon which relief can be granted;

WHEREAS, all Parties agree that neither the fact of this Agreement, nor any term or provision hereof shall be construed as an admission by any party to the Action, the State of Illinois, or the IDOC of the merit or viability of any claims or defenses asserted by any party to the Action, or an admission of liability by the Defendant; and

WHEREAS, so as to avoid further expense and in recognition of the positions of the Parties to the above case, the Parties wish to settle and compromise the pending Action, thereby terminating this litigation;

IT IS HEREBY AGREED, by and between the Parties as follows:

1. In consideration for the full and complete settlement of this claim, the Plaintiff shall receive the payment of the sum of one thousand five hundred dollars (\$1,500.00) payable from appropriations made to the Indemnification Fund administered by the Illinois Department of Central Management Services pursuant to the State Employee Indemnification Act (5 ILCS 350/0.01 et seq.) with the draft payable to James Goston. The Parties understand that the amount payable under this Agreement is subject to state laws governing the State Comptroller's obligation to withhold funds that James Goston may owe to other persons or to state agencies. The validity of those claims may be contested through applicable state procedures. The IDOC agrees that it will not seek costs of Plaintiff's incarceration from the aforementioned settlement payment.

2. The Parties understand that the amount payable under this Agreement is subject to the enactment of appropriations by the General Assembly, the availability of funds in the State Treasury and the operations of the State Comptroller's office in processing vouchers for payment.

3. It is expressly agreed that the Defendant in his individual capacity shall not be responsible for payment of any sum under this Agreement.

4. It is further understood and agreed that the above agreed upon terms are not to be construed as an admission of any liability, such liability having been expressly denied. No inducements or representations have been made by any agent or attorney of any party hereby released as to the legal liability or other responsibility of any party claimed responsible. It is agreed that this release applies to known or unknown injuries, costs, expenses, and/or damages alleged to have been suffered or incurred by the Plaintiff due to the actions or inactions of the Defendant as stated in the Plaintiff's complaint filed in the Action, and is intended to be a full and complete disposition of the entire claim and/or cause.

5. The Plaintiff, his heirs, successors and assigns, agrees to release, and hereby releases and forever discharges the Defendant in his individual and official capacity, the IDOC, the State of Illinois, their agents, former and present employees, successors, heirs and assigns and all other persons (hereinafter collectively referred to as "Releasees") from all actions, claims, demands, setoffs, suits, causes of action, controversies, disputes, equitable relief, compensatory and punitive damages, costs and expenses which arose or could have arisen from

the facts alleged or claims made in the Action, which the Plaintiff owns, has or may have against the Releasees, whether known or unknown, from the beginning of time until the effective date of this Agreement, including but not limited to, those at law, in tort (including actions under 42 U.S.C. Section 1983) or in equity.

6. The Plaintiff and his attorney release, waive and relinquish any claims or rights to attorney's fees, costs and expenses from the Defendant, the State of Illinois or the IDOC allegedly incurred or due in the Action pursuant to 42 U.S.C. Section 1988, or under any other statute, rule or common law provision.

7. The Parties shall file within 30 days of the full execution of this Agreement a Stipulation to Dismiss the Action with prejudice and without attorney's fees, costs or expenses.

8. No promise has been made to pay or give the Plaintiff any greater or further consideration other than as stated in this Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the Parties hereto concerning the subject matter of this Agreement are contained in this Agreement. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by any party hereto to any other party concerning the subject matter of this Agreement. All prior and contemporaneous negotiations, possible and alleged agreements, representations, covenants and warranties, between the Parties concerning the subject matter of this Settlement Agreement are merged into this Settlement Agreement. This Agreement contains the entire agreement between the Parties.

9. The Plaintiff enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences. The Plaintiff has not relied upon any information or representations which are not contained in this Agreement.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.

11. This Agreement may not be changed, modified or assigned except by the written agreement of the Plaintiff, the IDOC and the Illinois Attorney General.

12. The Plaintiff shall not file this Agreement in any court or disclose to anyone the terms and conditions of this Agreement, and all terms otherwise discussed in settlement negotiations or any particulars thereof, except as is necessary to enforce the terms of this Agreement or except as expressly required by law. Upon inquiry, the Plaintiff shall simply state that these matters were settled to the satisfaction of the Parties.

13. This Agreement shall not be construed to constitute a waiver of the State of Illinois or IDOC's sovereign immunity.

14. If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

15. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on the Parties hereto, notwithstanding that all of the Parties are not signatory to the same counterpart.

AGREED:

[Redacted Signature]

James Goston, Plaintiff

10/11/19
Date

[Redacted Signature]

Kara LeChien
Counsel for Plaintiff

10.16.19
Date

On Behalf of the Illinois Department of Corrections:

[Redacted Signature]

Robert Fanning
IDOC Special Litigation Counsel

11/13/19
Date

Prisoner Litigation
Rev. 4/17

INDEMNITY ACT SETTLEMENT, RELEASE AND CERTIFICATION

Claimant: James Goston, IDOC # N-73283, SSN: [redacted] Dolton, IL [redacted]

Case name & docket number: Goston v. Brady, Case No. 15-cv-1357 (S.D. Ill.)

Nature of claim: Plaintiff was an offender within the Illinois Department of Corrections. Plaintiff brought suit under 42 U.S.C. § 1983 alleging violations of his constitutional rights as outlined in the Complaint.

Employees affected: Barry Brady

Employing agency: Illinois Department of Corrections

Final written judgment or settlement attached X yes no

AMOUNT (not to exceed \$150,000, including costs)

Numbers: \$1,500.00

Words: One thousand five hundred dollars and 00/cents

I, JAMES GOSTON, do hereby accept the amount shown above as final and complete settlement of all claims I have or may have against the named employee, the State, its officers and employees and do waive and forego any further administrative or judicial course of action that I may have or later be entitled. This release is signed of my own free will with full knowledge of its meaning and consequences.

By: [redacted]

Date: 10/11/19

I certify the subject claim has been properly presented and documented in accordance with the State Employee Indemnification Act, that a final settlement or judgment has been reached and that the amount shown above is approved for payment.

Agency IDOC

Attorney General [redacted]

By [redacted]

Title Director

Date 12/2/19

Date 11/13/19