



June X, 2024

Board of County Commissioners  
Clackamas County

**Jane E. Vetto**  
County Counsel

**Scott C. Ciecko**  
**Amanda Keller**  
**Shawn Lillegren**  
**Jeffrey D. Munns**  
**Andrew R. Naylor**  
**Andrew Narus**  
**Sarah Foreman**  
**Hong Huynh**  
**Caleb Huegel**  
**Angela Hajhashemi**  
Assistants

**Approval of a Settlement Agreement with Adaja Madison to Resolve Litigation Related to the incarceration and subsequent death of Jermelle Madison, which occurred in Clackamas County Jail. Total value is \$287,500.00. Funding through County Risk Funds. No County General Funds are involved.**

<b>Previous Board Action/Review</b>	This Board has been briefed on this case during previous executive sessions.		
<b>Performance Clackamas</b>	Build public trust through good government.		
<b>Counsel Review</b>	Yes	<b>Procurement Review</b>	N/A
<b>Contact Person</b>	Scott Ciecko	<b>Contact Phone</b>	503-742-5390

**EXECUTIVE SUMMARY:** The Office of County Counsel requests the approval and execution of a settlement agreement with Adaja Madison, which concerns litigation arising from the incarceration and subsequent suicide death of Jermelle Madison, which occurred in Clackamas County Jail.

**RECOMMENDATION:** Staff recommends the Board of County Commissioners approve and authorize Chair Tootie Smith to sign the attached Settlement Agreement.

Respectfully submitted,

Jane Vetto  
County Counsel

For Filing Use Only

## Release and Settlement Agreement

between

**Adaja Madison, Personal Representative of the Estate of Jermelle Madison  
(hereafter “Plaintiff”),**

and

**Clackamas County, Angela Brandenburg, Lee Eby, and Lacey Sandquist  
(collectively “County Defendants”),**

as to

**United States District Court number 3:23-cv-00950-JR**

Plaintiff and County Defendants (collectively “Parties”) hereby agree to settle the above referenced case subject to the following terms and conditions:

1. Settlement and Payment. County Defendants shall pay to Plaintiff the sum total of **two-hundred, eighty-seven thousand and five-hundred dollars** (\$287,500.00) as full and final payment to settle the above referenced lawsuit.
2. Dismissal of Complaint and all Claims. Plaintiff shall promptly dismiss in its entirety the above referenced lawsuit and any/all associated legal claims, with prejudice, and without a request for costs, disbursements, prevailing party fees, or attorney fees.
3. Full and Final Release. Plaintiff hereby waives, discharges, and releases the County Defendants, their insurers, employees, officers, directors, and agents, from all claims, actions, suits, and damages that were asserted or that could have been asserted in connection with the facts and events that gave rise to the above referenced lawsuit, to-wit: any claims associated with or resulting from the incarceration and subsequent death of Jermelle Madison, which occurred in Clackamas County Jail on or about June 28, 2021.
4. No Admission of Liability. Nothing in this release and settlement agreement shall be construed to be, nor used as an admission of, liability or fault by County Defendants. No part of this agreement shall be admissible in any court or alternative dispute resolution proceeding for the purpose of proving liability, causation, or fault.
5. Indemnity and Hold Harmless. Plaintiff agrees to indemnify and hold harmless County Defendants, their insurers, employees, officers, directors, and agents for any and all claims and liabilities associated with any benefits paid to or on behalf of Jermelle Madison or his Estate as a result of the incidents alleged in this lawsuit, including but not limited to any liens, unpaid bills for medical or other treatments, Medicare or Medicaid bills,


Personal Injury Protection insurance benefits, insurance subrogation claims, recovery of costs, and claims for attorney fees, including any attorney fee liens.

6. Knowing Release. The Parties declare that both individually and by and through the advice of their attorneys, they fully understand the terms and provisions of this release and settlement agreement, and voluntarily accept the above terms and conditions for the purpose of making a full compromise and settlement of the disputed claims at issue in the above captioned cases.

7. Representations. Parties agree and acknowledge that this release agreement provides all Parties, their insurers, employees, officers, directors, and agents, with the maximum legal protection possible against future claims or suits related to the claims at issue in the above captioned case.

8. Entire Agreement. This Release and Settlement Agreement contains the entire agreement between the Parties hereto and the terms and provisions of this Release and Settlement Agreement are contractual and not a mere recital.

THE UNDERSIGNED STATES THAT THEY HAVE READ THIS RELEASE AND SETTLEMENT AGREEMENT IN ITS ENTIRETY AND NO PROMISE, INDUCEMENT, OR AGREEMENT NOT HEREIN EXPRESSED HAS BEEN MADE TO THEM, THAT THIS RELEASE AND SETTLEMENT AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES HERETO, THAT THEY VOLUNTARILY AND KNOWINGLY ACCEPT ITS TERMS AND PROVISIONS

  
\_\_\_\_\_  
Adaja Madison  
Personal Representative for the Estate  
of Jermelle Madison

Dated: 21/03/2024

\_\_\_\_\_  
Clackamas County  
By Chair Tootie Smith  
Clackamas Board of County Commissioners

Dated: \_\_\_\_\_

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**Approved as to Form:**

  
\_\_\_\_\_  
Juan Chavez, OSB No. 136428  
Attorney for Plaintiff

Dated: 3/18/24

  
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Scott Ciecko, OSB No. 045587  
Attorney for County

Dated: June 20, 2024