

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

MALIKAH ALKEBULAN, Administrator of the  
ESTATE OF ANTWOINE FORT,  
Plaintiff,

v.

DR. FRANK GALANTE, Psychiatrist, Attica Correctional Facility; DR. KALYANA BATTU, Psychiatrist, Attica Correctional Facility; ERIN KNIGHT, Social Worker, Attica Correctional Facility; JACQUELYN GORSKI, Social Worker, Attica Correctional Facility; LYNDA BATTAGLIA, OMH Unit Chief, Attica Correctional Facility; DR. ARUNA PAL, Psychiatrist, Great Meadow Correctional Facility; ANGELA WOODBURY, Social Worker, Great Meadow Correctional Facility; COREY JACKSON, OMH Unit Chief, Great Meadow Correctional Facility; LT. ANDREW ENSER, Attica Correctional Facility; FMR. SGT. GARRETT WYNN, Attica Correctional Facility; C.O. WILFREDO VARGAS, Attica Correctional Facility; C.O. NEIL BUTH, Attica Correctional Facility; C.O. JASON STEFANIAK, Attica Correctional Facility; C.O. ROBERT PARKHURST, Attica Correctional Facility; C.O. RYAN FINN, Attica Correctional Facility; and JOHN AND JANE DOES 1-10,

Defendants.

**Release, Stipulation of  
Settlement, and  
Order of Dismissal**

20-cv-6166

**WHEREAS** Plaintiff, MALIKAH ALKEBULAN, Administrator of the ESTATE OF ANTWOINE FORT, filed a Complaint [Docket 1] and a Second Amended Complaint [Docket 27] on February 22, 2021, alleging Defendants violated plaintiff's decedent's constitutional, statutory and/or civil rights while he was incarcerated with the New York Department of Corrections and Community Supervision ("DOCCS") and the New York Office of Mental Health ("OHM"); and

**WHEREAS** the parties are interested in resolving the remaining issues alleged in the complaint in this action, and have negotiated in good faith for that purpose; and

**WHEREAS** none of the parties to the above captioned action is an infant or incompetent person for whom a committee is appointed, and no person not a party or previously-named party has an interest in the subject matter of this action, and

**WHEREAS** the parties in the above captioned matter are desirous of discontinuing the litigation; now

**IT IS HERBY STIPULATED AND AGREED**, by and between the parties and/or their respective counsel, and it is **HEREBY ORDERED** by the Court, as follows:

1. The parties agree that the above-captioned action is dismissed and discontinued with prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

2. All claims for damages by Plaintiff that are the subject of this action or otherwise arise out of any of the incidents alleged in the Complaint and Second Amended Complaint are settled for the sum of one million eight hundred thousand dollars (\$1,800,000.00) in full satisfaction of all claims for damages, including emotional distress, pain and suffering, costs, disbursements, and legal fees.

3. Plaintiff represents and warrants to her knowledge that Plaintiff's decedent was not a Medicare recipient, that he was never on Medicare or Social Security Disability, and that no conditional payments were made by Medicare, and Plaintiff agrees to execute on behalf of her decedent an Affidavit regarding Medicare benefits, which is **Exhibit A** hereto.

4. The one million eight hundred thousand dollars (\$1,800,000.00) check in payment of the sum recited in paragraph #2 above shall be drawn to the order of "Cuti Hecker Wang LLP, as attorneys for the Estate of Antwoine Fort" and mailed to Plaintiff's attorney, Eric Hecker, Esq at CUTI HECKER WANG LLP, 305 Broadway, Suite 607, New York, New York 10007.

5. It is hereby ORDERED that pursuant to EPTL section 5-4.6(a)(1), upon collection of the settlement funds referred to in Paragraph 4 above, Cuti Hecker Wang LLP, counsel for the Estate of Antwoine Fort, will deposit said funds into an interest-bearing escrow account.

6. It is hereby further ORDERED that pursuant to EPTL section 5-4.6(a)(1), Cuti Hecker Wang LLP, counsel for the Estate of Antwoine Fort, may reimburse itself from such settlement funds all due and payable out-of-pocket expenses incurred in connection with this action, excluding attorney's fees, totaling \$3,440.10.

7. It is hereby further ORDERED that this matter shall be transferred by the filing of the appropriate Petition to the Surrogate's Court for the County of Albany for a determination of allocation and distribution of the settlement proceeds, together with such other and further relief that the Surrogate's Court may deem just and proper.

8. It is hereby further ORDERED that pursuant to EPTL 5-4.6(a)(2), attorneys' fees in the amount of five hundred ninety-eight thousand eight hundred and fifty-three dollars and thirty cents (\$598,853.30), shall be immediately payable from the escrow account referred to in Paragraph 5 above upon submission to this Court of proof of filing of the Petition for allocation and distribution in the Surrogate's Court for the County of Albany.

9. It is hereby further ORDERED that pursuant to EPTL 5-4.6(a)(3), attorneys for the Estate of Antwoine Fort shall continue to serve as attorneys for the Estate until entry of a final Decree by the Surrogate's Court for the County of Albany.

10. In consideration of the payment of the sum recited in Paragraph 2 above, Plaintiff MALIKAH ALKEBULAN, Administrator of the ESTATE OF ANTWOINE FORT releases each of the named Defendants, and all current or former employees of DOCCS and OMH, from any and all claims, liabilities, and causes of action related to or arising out of any alleged violation of Plaintiff's decedent's constitutional rights, including, but not limited to, those claims and causes of action and claims of liability set forth in the Complaint and the Second Amended Complaint in the above-captioned action.

11. Plaintiff hereby releases, exonerates, and discharges each of the Defendants DR. FRANK GALANTE, DR. KALYANA BATTU, ERIN KNIGHT, JACQUELYN GORSKI, LYNDIA BATTAGLIA, DR. ARUNA PAL, ANGELA WOODBURY, COREY JACKSON, LT. ANDREW ENSER, FMR. SGT. GARRETT WYNN, C.O. WILFREDO VARGAS, C.O. NEIL BUTH, C.O. JASON STEFANIAK, C.O. ROBERT PARKHURST, C.O. RYAN FINN, and JOHN

AND JANE DOES 1-10, and any and all current or former employees, officers, and/or representatives of the State of New York, in his/her/their individual and official capacities, and his/her/their heirs, executors, administrators, and assigns, and DOCCS and OMH from any and all claims, known or unknown, whether presently asserted or not, including but not limited to state, federal or administrative claims, liabilities, and causes of actions, which relate in any way to the subject matter of the Action, and further agrees to discontinue and/or not to commence or pursue in any court, arbitration or administrative proceeding, any litigation, appeal or claim against the Defendants and others released hereby pertaining to the underlying facts, circumstances or incidents in this Action, or any results thereof. This release includes a waiver and release of any claims related to allegations made against the State of New York, its agencies, departments, employees, and officials in the New York Court of Claims, and any other forum, related to and arising from any of the transactions, acts, omissions, and occurrences up to and including the date of this Agreement.

12. Nothing in this Release and Stipulation of Settlement and Order of Dismissal shall be construed as an admission or concession of liability whatsoever by any of the Defendants regarding any of the allegations made by Plaintiff in the complaint herein that Plaintiff's decedent's rights under the Federal or New York State Constitutions or Statutes were violated. nor shall anything contained in this Stipulation constitute an admission by any Defendant in this action that any act or omission by Defendants or any of their agents, officers or employees (current or former), individually or in their official capacity, deprived Plaintiff's decedent of any right under the Constitution, statutes, rules, regulations or other laws of the United States or the State of New York; nor shall anything contained in this Stipulation constitute an admission by any defendant in this action of any alleged failure to perform any duty under the Constitution, statutes, rules, regulations or other laws of the United States or the State of New York.

13. Payment of the amount recited in Paragraph 2 hereinabove is subject to the approval



of all appropriate New York State officials in accordance with the provisions for indemnification under New York Public Officers Law Section 17.

14. Payment of the amount recited in Paragraph 2 hereinabove will be made within one hundred twenty (120) days of receipt by Defendants' counsel of a copy of the fully executed and so-ordered Release, Stipulation of Settlement and Order of Dismissal as entered by the Court. If the aforesaid payment is not made within the one hundred twenty (120) day period, interest shall accrue on the outstanding principal balance at the rate set forth in 28 USC §1961 beginning on the one hundred twenty first day after receipt by Defendants' counsel of a copy of this document fully executed by Plaintiff and her attorney.

15. This Release, Stipulation of Settlement and Order of Dismissal entered hereon shall have no precedential value or effect whatsoever and shall not be admissible in any other action or proceeding as evidence or for any other purpose except in an action or proceeding to enforce this Stipulation of Settlement and Order.

16. The terms of this Release, Stipulation of Settlement and Order of Dismissal shall bind the Parties and their successors in office, agents, servants, and employees, and those persons in action, concert, or participation with them who receive actual notice of this judgment by personal service or otherwise.

17. This Release, Stipulation of Settlement and Order of Dismissal embodies the entire agreement of the parties in this manner.

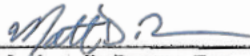
April 8, 2022



MALIKAH ALKEBULAN, Administrator of the  
ESTATE OF ANTWOINE FORT  
*Plaintiff*

April 20, 2022

LETITA JAMES  
Attorney General of the State of New York  
*Attorney for the OMH Defendants*



Matthew D. Brown, Esq.  
Assistant Attorney General of Counsel  
NYS Office of the Attorney General  
144 Exchange Boulevard, Suite 200  
Rochester, New York 14614

April 18, 2022



Eric Hecker Esq.  
Attorney for Plaintiff  
CUTI HECKER WANG LLP  
305 Broadway, Suite 607  
New York, New York 10007

April 20, 2022



Ryan T. Donovan, Esq.  
HARRIS CONWAY & DONOVAN, PLLC  
*Attorney for Defendant C.O. Wilfredo Vargas*  
5 Clinton Square, Suite 4  
Albany, New York 12207

April 20, 2022



Benjamin W. Hill, Esq.  
CAPEZZA HILL, LLP  
*Attorney for Defendant C.O. Robert Parkhurst*  
30 South Pearl Street, Suite P-110  
Albany, New York 12207

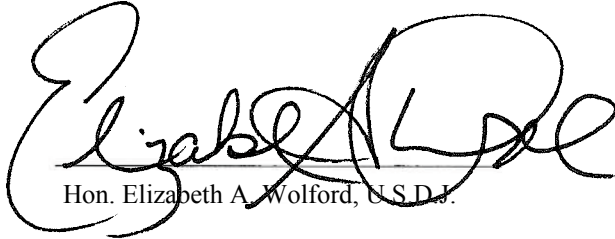
April 20, 2022



Cheryl Meyers Buth, Esq.  
MEYERS BUTH LAW GROUP PLLC  
*Attorney for Defendants Lt. Andrew Enser, Fmr.*  
*Sgt. Garrett Wynn, C.O. Neil Buth, C.O. Jason*  
*Stefaniak, and C.O. Ryan Finn*  
21 Princeton Place, Suite 105  
Orchard Park, New York 14127

**IT IS SO ORDERED**

May 12, 2022



Hon. Elizabeth A. Wolford, U.S.D.J.