NONPRECEDENTIAL DISPOSITION
To be cited only in accordance with FED. R. APP. P. 32.1

United States Court of Appeals

For the Seventh Circuit
Chicago, Illinois 60604

Submitted November 28, 2023*
Decided November 30, 2023

Before

MICHAEL Y. SCUDDER, *Circuit Judge*

AMY J. ST. EVE, *Circuit Judge*

DORIS L. PRYOR, *Circuit Judge*

No. 23-1395

DONALD BUFORD,
Plaintiff-Appellant,

v.

RANDY GOESER, et al.,
Defendants-Appellees.

Appeal from the United States District Court for the Eastern District of Wisconsin.

No. 21-CV-479

Stephen C. Dries,
Magistrate Judge.

ORDER

Donald Buford, a Wisconsin prisoner, appeals a judgment on the pleadings dismissing his claims that employees of the Wisconsin Department of Corrections violated his constitutional rights during a strip search. The district court concluded that

* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

Buford's claims were barred by a settlement agreement from a previous lawsuit. We affirm.

In 2021, Buford sued four employees of the Wisconsin Department of Corrections for violating his rights under the First, Fourth, Eighth, and Fourteenth Amendments during a strip search conducted six years earlier. The defendants answered that Buford's claims were barred by a "Mutual Release and Settlement Agreement"—signed on April 23, 2020, in connection with another lawsuit, *Buford v. Jensen*, No. 19-cv-887 (E.D. Wis. June 2, 2020)—that released the State of Wisconsin, the Wisconsin Department of Corrections, and their employees for any actions preceding the effective date of the agreement. One provision in that agreement specified the broad scope of claims released:

> Plaintiff releases and forever discharge[s] the State, the DOC, the Defendants, and their officers, agents, employees, successors, personal representatives, and insurers … from any and all manner of action or actions … that relate any action or inaction—of any Wisconsin or DOC employee—that took place on any date before that agreement is fully executed.

Another provision in the agreement described a "covenant not to sue"—an agreement by Buford not to sue any of the released parties for actions that took place before the agreement's effective date. By its own terms, the agreement is "a full, final, and complete compromise of a disputed claim."

A magistrate judge, presiding with the parties' consent, *see* 28 U.S.C. § 636(c), granted the defendants' motion for judgment on the pleadings and dismissed the case. The judge determined that the language of the settlement agreement clearly prevents Buford from bringing any claim against Department employees for actions that took place before April 23, 2020.

On appeal, Buford argues generally that the district court did not construe his factual allegations favorably to him, as it must on a motion for judgment on the pleadings. *See, e.g.*, *Sinn v. Lemmon*, 911 F.3d 412, 418 (7th Cir. 2018). But this argument misses the point of the district court's ruling. Whether Buford in fact states a claim does not matter if the claims are barred by a valid release. *See ADM All. Nutrition, Inc. v. SGA Pharm Lab, Inc.*, 877 F.3d 742, 746 (7th Cir. 2017). The court here appropriately determined that Buford released his claims when he signed the settlement agreement forgoing suit against Department employees for actions that preceded April 2020. The interpretation of this settlement agreement is governed by local contract law, *see Carr v.*

Runyan, 89 F.3d 327, 331 (7th Cir. 1996), in this case Wisconsin's, and Wisconsin's courts give contract terms their plain or ordinary meaning. *See Huml v. Vlazny*, 716 N.W.2d 807, 820 (Wis. 2006). Here, there is no question that Buford's claims relating to the 2015 strip search occurred before the settlement was executed in 2020.

Buford also argues that the settlement agreement's broad release terms are not binding because they conflict with an oral agreement the parties made during a teleconference call in the prior suit. But Buford did not supply a transcript that corroborates his understanding of such a preliminary agreement—as required by Federal Rule of Appellate Procedure 10(b)(2), *see RK Co. v. See*, 622 F.3d 846, 853 (7th Cir. 2010)—let alone assert that a transcript is unavailable under Federal Rule of Appellate Procedure 10(c). Regardless, Buford's statements about the teleconference, even if true, would not alter the scope of the agreement's release. Under Wisconsin law, a court may not consider evidence of prior or contemporaneous understandings where the contract is "fully integrated" (that is, final and complete), *see Town Bank v. City Real Est. Dev., LLC*, 793 N.W.2d 476, 485 (Wis. 2010), and here the settlement agreement states that the agreement "is a full, final, and complete compromise of a disputed claim."

We have considered Buford's other arguments, and none has merit.

AFFIRMED