

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

LUIGI E. AIELLO and
JOSHUA SCOLMAN,

Plaintiffs,

Case No. 13-CV-562

v.

KELLI WEST
CATHY A. JESS, and
PAUL LUDVIGSON,

Defendants.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is made between Plaintiff Luigi E. Aiello, ("Plaintiff"), the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), and all agents of those entities (collectively, "Defendants").

WHEREAS, Plaintiff, a prisoner, filed a Complaint in the U.S. District Court for the Western District of Wisconsin (Case No. 13-cv-562) alleging that various DOC employees violated his constitutional and statutory rights (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 mutual promises and covenants contained herein, the Parties agree as follows:

1. APPLICABILITY OF 11-CV-687 SETTLEMENT AGREEMENT.

In his Complaint, the Plaintiff alleged that beginning in January 2012, the Department of Corrections ("DOC") began cancelling weekly Shabbat services whenever a volunteer rabbi was unavailable to lead the routinely scheduled congregate religious program ("CRP"). He further alleged that subsequently, the DOC also precluded inmates from conducting CRPs under the supervision of a DOC Chaplain or other DOC employee, effectively cancelling the weekly CRPs whenever there was not a qualified volunteer or DOC Chaplain of the Jewish faith available to lead the service. The Parties agree that the Settlement Agreement previously entered into by the Defendants in *Rufus West v. Edward Wall*, 11-cv-687 (W.D. Wis.) on or about June 21, 2016, and as may be subsequently modified by the parties to that agreement or the Court, governs the conduct of the Defendants with respect to cancellation of CRPs that is, in part, the subject of Plaintiff's Complaint, including, but not limited to, weekly Shabbat services.

Based upon the Parties agreement that the *West* settlement agreement governs the conduct of the Defendants in this instance, the Defendants agree that weekly congregate Shabbat services will be permitted regardless of the availability of a qualified volunteer Rabbi or DOC Chaplain of the Jewish faith to lead the service, absent one of the permissible circumstances for cancellation or postponement as set forth in the *West* agreement.

2. 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, other than claims relating to Defendants' failure to approve

Plaintiff's requests for a Seder plate pursuant to DAI Policy 309.61.03, which shall be dismissed without prejudice.

3. **RELEASE OF CLAIMS.** In exchange for the consideration listed above, Plaintiff releases and forever discharges the State, the DOC, 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 the State of Wisconsin, the DOC, any DOC employee, or Plaintiff—that arises out of the Plaintiff's claim regarding past cancellation of Shabbat services as set forth in Western District of Wisconsin Case No. 13-cv-562, up to the original effective date of the Mutual Release and Settlement Agreement in *Rufus West v. Edward Wall*, 11-cv-687 (W.D. Wis.).

4. **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, except as specifically set forth in Paragraph 3, above, 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 State, the DOC, its successors, agents, and assigns or any former or

current employee of the State if such claims relate to the matters released or discharged by this Agreement. This mutual covenant does not limit the ability of Plaintiff or the Released Parties to move the court to enforce this Agreement.

5. **COSTS AND ATTORNEYS' FEES.** Each party will bear its own attorneys' fees. Plaintiff shall be entitled to recover from the Defendants all costs incurred by the Plaintiff in litigating this matter, in the amount of \$392.12. The State shall pay the above amount within fourteen (14) days of entry of the Order of Dismissal.

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

7. **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.

8. **CONTINUED JURISDICTION.** The Western District of Wisconsin will retain jurisdiction to enforce the terms of this Agreement. The foregoing sentence will be included in any documentation submitted to the Court for the purposes of withdrawing and dismissing the Plaintiff's claim with respect to cancellation of weekly Shabbat services.

9. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts, and copies of signatures have the same effect as original signatures.

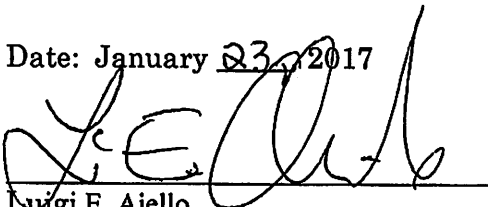
10. **RECITALS INTEGRAL.** The recitals are an integral part of the Agreement.

11. **AUTHORITY TO EXECUTE AGREEMENT.** All undersigned below represent and warrant that each has the authority to execute this agreement on behalf of Plaintiff and the Released Parties, as applicable.

12. **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.

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

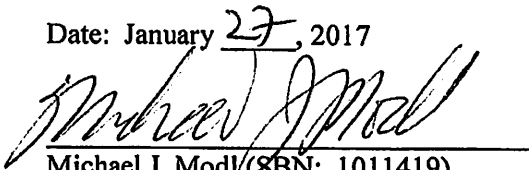
Date: January 23, 2017


Luigi E. Aiello

Date: January ____, 2017

State of Wisconsin
Department of Corrections

Date: January 27, 2017


Michael J. Modl (SBN: 1011419)
Attorney for Plaintiff Luigi E. Aiello

Date: January ____, 2017

Laure Rakvic-Farr (SBN: 1049540)
Attorney for Defendants

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Luigi E. Aiello

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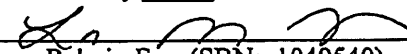
Michael J. Modl (SBN: 1011419)
Attorney for Plaintiff Luigi E. Aiello

^{FEBRUARY}
Date: January 3, 2017



State of Wisconsin
Department of Corrections

^{Feb}
Date: January 6, 2017



Laure Rakvic-Farr (SBN: 1049540)
Attorney for Defendants