

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

MUSTAFA-EL K.A. AJALA f.k.a Dennis E.
Jones-El,

Plaintiff,

v.

Case No. 13-cv-546

KELLI WEST, DAVID EWING
and GARY BOUGHTON,

Defendants.

AJALA, MUSTAFA-EL K.A. (a.k.a. DENNIS
E. JONES-EL),

Plaintiff,

v.

Case No. 13-cv-0547

PETER ERICKSEN and
WILLIAM SWIEKATOWSKI,

Defendants.

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is made between Plaintiff Mustafa-El K.A. Ajala a/k/a Dennis E. Jones (#223971) ("Plaintiff") and the State of Wisconsin ("the State"), the Wisconsin Department of Corrections ("DOC"), and all current and former employees of those entities (collectively, "Defendants").

WHEREAS, Plaintiff, a prisoner in custody at Wisconsin Secure Program

Facility, filed legal actions in the Western District of Wisconsin United States District Court, Case Nos. 13-cv-102 and 13-cv-184, alleging various claims against current and former DOC employees (collectively, the "Global Complaints");

WHEREAS, the Global Complaints were severed into multiple cases, including (among others), Case No. 13-cv-546 (related to the wearing of a kufi severed from Case No. 13-cv-184) and Case No. 13-cv-547 (alleging denial of prescription eyeglasses severed from Case No. 13-cv-102), which allege that various DOC employees violated Plaintiff's federal constitutional rights and/or rights under the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc-1;

WHEREAS, Case Nos. 13-cv-546 (kufi case) and 13-cv-547 (eyeglasses case) are cases brought in the Western District of Wisconsin (the "Severed Actions"); and

WHEREAS, Plaintiff and Defendants desire to settle these Severed Actions without the cost, expense, and uncertainty of trial and without admission of fault or liability;

WHEREAS, Defendants are aware that Plaintiff has previously made claims against certain Defendants and may currently have other claims pending against certain Defendants that are not part of the Severed Actions, including other claims that were alleged in or that arise out of the facts alleged in the Global Complaints;

WHEREAS, the Agreement is limited to settlement of the Severed Actions and therefore does not resolve or otherwise impact other claims that Plaintiff has or may have, including other claims alleged in or arising out of the facts alleged in the Global Complaints;

NOW THEREFORE, in consideration of the monies, mutual promises, and covenants contained herein, the Parties agree as follows:

1. **SETTLEMENT AMOUNT.** The State agrees to pay Plaintiff the amount of \$8,250 (the "Settlement Payment") for damages arising out of the incidents that form the bases of these Severed Actions. The payment shall be made with a check made payable to Boardman & Clark LLP Trust Fund.

2. **NON-MONETARY CONDITIONS.** The State agrees to the following change in policy: inmates confined at the Wisconsin Secure Program facility designating Islam on their Religious Preference Form (form DOC-1090) will be permitted to wear a kufi cap while indoors at the facility; inmates confined at the Wisconsin Secure Program facility designating Islam on their Religious Preference Form (form DOC-1090) will be permitted to wear a kufi cap while outdoors at the facility only if the kufi cap is covered by an approved secular hat or head covering. Inmates wearing a kufi are subject to all other institutional policies and procedures. This change in policy will be effective February 1, 2016.

3. **FORGIVENESS OF LEGAL LOANS.** The State agrees to expunge and discharge \$874.73 of legal loans owed by Plaintiff to the DOC, which was the amount of legal loans owed by Plaintiff as of December 21, 2015.

4. **DISMISSAL OF ACTIONS.** The Plaintiff and his counsel agree to stipulate to and sign any documents necessary to dismiss, with prejudice, these Severed Actions and any and all claims against the State and the DOC, including claims against former and current employees of those entities, arising out of the

incidents that form the bases of these Severed Actions. This provision is limited to the Severed Actions; it does not cover other claims alleged in or arising out of the facts alleged in the Global Complaints.

5. **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"), and the Released Parties release and forever discharge Plaintiff, 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 events and circumstances set forth in Case Nos. 13-cv-546 and 13-cv-547. This provision is limited to the claims in the Severed Actions; it does not release or discharge other claims alleged in or arising out of the facts alleged in the Global Complaints.

6. **COVENANT NOT TO SUE.** This Agreement shall also be deemed a mutual covenant by the Plaintiff and the Released Parties not to sue the other for any of the matters released or discharged by this Agreement, not to file any appeal of any court decision in these Severed Actions, and not to file any new lawsuits, claims, or complaints in any court, or with any state or federal agency or licensing board against Plaintiff or 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 sue or take other action to enforce the Agreement. This mutual covenant does not limit Plaintiff's ability to continue to pursue claims other than those released in the Agreement, nor does it limit his ability to pursue any claims that accrue after the execution of the Agreement.

7. **COSTS AND ATTORNEYS' FEE.** Each party will bear its own costs and attorneys' fees.

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

9. **COMPROMISE OF DISPUTED CLAIM.** This Agreement is a full, final, and complete compromise of disputed claims. It is understood and agreed by the undersigned that this settlement is the compromise of disputed claims, 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.

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

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


12. 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.

13. NO PAY-TO-STAY FEE. Plaintiff and the Released Parties understand that the State of Wisconsin and DOC do not currently enforce any act, policy, or provision that imposes a daily rate on an inmate to cover the normal cost of residing in a correctional institution (commonly known as a "pay-to-stay" fee). The Released Parties agree that the Settlement Payment and interest thereon will not be subject to Wis. Stat. § 301.325 or any other pay-to-stay fee policy, whether any such act, policy or provision exists now or in the future. Plaintiff and the Released Parties further agree, however, that this provision does not limit DOC's ability to recover from the Settlement Payment and interest thereon under any mechanism other than a pay-to-stay fee.

14. 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 as it pertains to Case No. 13-cv-546. Plaintiff is not and has never been represented by counsel in Case No. 13-cv-547.


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

Dated: 1-25-16


Dennis E. Jones
Plaintiff

STATE OF WISCONSIN,
DEPARTMENT OF CORRECTIONS, and
EMPLOYEES of those entities, by their
attorney

Date: 1-29-16

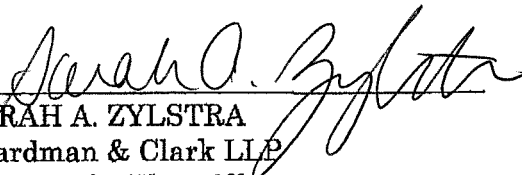

JODY J. SCHMELZER
Assistant Attorney General Wisconsin

Department of Justice

CONSENT OF ATTORNEY AND SETTLEMENT

The undersigned, an attorney for Plaintiff Mustafa-El K.A. Ajala a/k/a Dennis E. Jones (#223971), and in accordance with Wis. Stat. § 757.38, hereby consents to the above settlement. This consent is limited to Case No. 13-cv-546. The undersigned does not and has never represented Mr. Ajala in Case No. 13-cv-547.

Date: 2/1/16


SARAH A. ZYLSTRA
Boardman & Clark LLP
Attorney for Plaintiff