

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

The within Settlement Agreement and Release of All Claims (this "Settlement Agreement") is entered into this 30th day of April, 2025, by and between Wolf Pawochawog-Mequinosh, (hereinafter, the "Plaintiff") and the Rhode Island Department of Corrections; Wayne Salisbury, in his official capacity as Acting Director, Rhode Island Department of Corrections; William Devine, in his official capacity as Acting Warden, John J. Moran Medium Security Facility; Michael P. Fennessey, in his official capacity as Deputy Warden, John J. Moran, Medium Security Facility; Barry Weiner, in his official capacity as Assistant Director for Rehabilitative Services; and Kenneth Findlay, in his official capacity as Interdepartmental Project Manager, (hereinafter, collectively the "Defendants," "DOC," or "the Releasees" and, along with the Plaintiff, the "Parties") and is binding and inures to the benefit of each of the Parties.

WHEREAS, Plaintiff is an inmate at the Rhode Island Department of Corrections' Adult Correctional Institutions and the plaintiff in the below-named action;

WHEREAS, on or about January 1, 2024, Plaintiff instituted suit against the Defendants in the Federal District Court, District of Rhode Island, numbered as Civil Action No. USDC 1:24-cv-00036-WES-PAS ("the Claim"), asserting claims related to obtaining and wearing a Native American headband, as described more particularly in the "Claim";

WHEREAS, the Claim was commenced by Plaintiff pursuant to the Religious Land Use and Institutionalized Persons Act, RLUIPA, 42 U.S.C. § 2000cc et seq. ("RLUIPA");

WHEREAS, DOC denies any and all claims of wrongdoing asserted in connection with the Claim;

WHEREAS, no finding of liability has been made;

WHEREAS, Plaintiff has sought to have his religious faith and traditions acknowledged by DOC and has sought to follow the religious traditions of the White Mountain Apache;

WHEREAS, in the absence of a religious designation for Native American White Mountain Apache in DOC's INFANTS electronic system, Plaintiff identified "Pagan/Wiccan" as his religious affiliation;

WHEREAS, the Parties agree that Plaintiff is permitted to wear a headband of a design and style that was agreed upon by the Parties. A photograph of the agreed-upon headband style is attached herein as Exhibit A ("Headband");

WHEREAS, the DOC agrees that Plaintiff shall be permitted to continue, for the duration of his current incarceration period at the Rhode Island Department of Corrections, to wear the headband pursuant to the same policies and procedures as Muslim inmates are permitted to wear kufis and Jewish inmates are permitted to wear yarmulkes;

WHEREAS, the DOC agrees that Plaintiff shall be allowed to obtain religious items that the DOC has approved for inmates designated "Pagan/Wiccan." The DOC agrees that Plaintiff

may attend religious services and programs in the facility where he is housed that DOC has approved for inmates designated "Pagan/Wiccan" in DOC's system for designating the religion of inmates. Nothing in this paragraph grants Plaintiff a greater right to obtain religious items or attend religious services and programs than any other inmate who has designated their religion as "Pagan/Wiccan" or supersede any other DOC Policy and nothing in this paragraph prohibits Plaintiff from hereinafter requesting religious items or requesting to attend religious services consistent with the religious traditions of the White Mountain Apache, provided that nothing in this paragraph requires DOC to approve such requests;

WHEREAS, DOC agrees that it will adopt and implement a process, protocol, or procedure, however named (hereinafter "process"), for inmates whose religion is not recognized in INFANTS to identify their religion and to seek approval to obtain religious items or attend religious services and programs that are consistent with their religion. The DOC also agrees that upon and after adoption of this process, it will provide notice of the process to the inmate population; and

WHEREAS, in light of the above, the Parties desire to settle the Claim without further litigation and expense;

NOW, THEREFORE, in full and complete consideration of the promises and conditions set forth in this Settlement Agreement and Release of All Claims (this "Settlement Agreement"), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Plaintiff and the DOC agree as follows:

1. Settlement

1.1 The DOC will continue to permit Plaintiff to wear the Headband for the duration of his current incarceration period at the Rhode Island Department of Corrections, pursuant to the same policies and procedures as Muslim inmates are permitted to wear kufis and Jewish inmates are permitted to wear yarmulkes;

1.2 The DOC will permit Plaintiff to continue to obtain religious items and attend religious services and programs in the facility where he is housed that are approved for inmates designated "Pagan/Wiccan" in the DOC's INFANTS system for designating the religions of inmates. Nothing in this paragraph grants Plaintiff a greater right to obtain religious items or attend religious services and programs than any other inmate who has designated their religion as "Pagan/Wiccan" or supersede any other DOC Policy and nothing in this paragraph prohibits Plaintiff from hereinafter requesting religious items or requesting to attend religious services consistent with the religious traditions of the White Mountain Apache, provided that nothing in this paragraph requires DOC to approve such requests;

1.3 Within 120 days from the date this Settlement Agreement is fully executed, DOC will adopt and implement a process for inmates whose religion is not recognized in INFANTS to identify their religion and to seek approval to obtain religious items or attend religious services and programs that are consistent with their religion. The DOC also agrees that upon and after adoption of this process, it will provide notice of the process to the inmate population.

1.4 Within 120 days from the date this Settlement Agreement is fully executed, the DOC will pay \$40,000.00 in attorneys' fees and \$405.00 in costs to Plaintiff's counsel Jared Goldstein and Lynette Labinger. This payment is being made solely for the purpose of resolving the Claim and is not to be construed as an admission of liability, fault, or wrongdoing by any party. Additionally, the payment does not constitute a finding that Plaintiff is the prevailing party in the Claim. Furthermore, this payment shall not be used as a basis for determining or setting attorneys' fees, hourly rates, or any other fee arrangements in any future legal proceedings;

1.5 The Parties agree that this Settlement Agreement does not set a precedent for future requests for headbands, style of headbands, or designs of headbands for any other inmates; and

1.6 Plaintiff shall execute, contemporaneously with this Settlement Agreement, a dismissal stipulation attached herein as Exhibit B ("Dismissal Stipulation"). The Dismissal Stipulation will be held in abeyance, to be filed jointly by agreement of the Parties on condition that all provisions have been met, within thirty (30) days from the DOC's issuance of the process outlined in section 1.3 and payment of attorneys' fees and costs set forth in section 1.4 of this Settlement Agreement, above.

1.7 The parties shall jointly request that the Court issue a stay of all proceedings in the pending lawsuit for a period of 150 days, unless the parties agree to an earlier termination of the stay, in order to complete the terms of the Settlement Agreement set forth herein.

2. Limited Release and Discharge

2.1 I, WOLF PAWOCHAWOG-MEQUINOSH, the Releasor, being of lawful age, for and in consideration of the promises and conditions set forth above, in receipt of the foregoing considerations being hereby acknowledged, and other good and valuable consideration, do hereby release, acquit, and forever discharge the DOC; Wayne Salisbury, Jr., in his official capacity as Director of the Rhode Island Department of Corrections; William Devine, in his official capacity as Acting Warden of the John J. Moran Medium Security Facility; Michael P. Fennessey, in his official capacity as Deputy Warden of the John J. Moran, Medium Security Facility; Barry Weiner, in his official capacity as Assistant Director for Rehabilitative Services at the DOC; and Kenneth Findlay, in his official capacity as Interdepartmental Project Manager at the DOC, each of their past, present, and future officers, directors, partners, stockholders, attorneys, agents, servants, employers, employees, professional corporations or groups with which they were, are, or may be affiliated or employed, representatives, affiliates, parents, subsidiaries, insurers, reinsurers, heirs, executors, administrators, predecessors and successors in interest, and assigns and all other persons, agencies, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated (collectively the "Releasees") from all claims, demands, actions, suits, damages, debts, causes of action and liabilities of every name and nature, whether known or unknown, that I may now have or have ever had arising out the claims asserted in a certain Claim, now pending in the Federal District Court, District of Rhode Island, numbered as Civil Action No. USDC 1:24-cv-00036-WES-PAS, asserting claims related to obtaining and wearing a Native American headband and related to the absence of a policy or process for inmates to seek approval of religious items and services attendant thereto, as described more particularly in said suit (the "Claim"), including but not limited to claims, demands, actions, suits, damages, debts, causes of action and liabilities for bodily injury,

death, diminished life expectancy, personal injury, conscious pain and suffering, emotional distress, loss of consortium or society, loss of use, loss of enjoyment of life, loss of opportunity, loss of services, lack of informed consent, battery, vicarious liability for the acts or omissions of any servants, employees, or actual or apparent agents, failure to settle, violations of any applicable trade practices or claims settlement practices, compensatory damages, punitive and exemplary damages, fines, legal fees, interest and costs (the "Released Claims").

2.2 I, the Releasor, understand and affirm that by executing this Release, I am releasing and forever discharging the Releasees from all claims, demands, actions, suits, damages, debts, causes of action and liabilities arising out of or related to the allegations set forth in the matter of Wolf Pawchowag-Mequinosh v. the Rhode Island Department of Corrections; Wayne Salisbury, Jr., in his official capacity as Director, Rhode Island Department of Corrections; William Devine, in his official capacity as Acting Warden, John J. Moran Medium Security Facility; Michael P. Fennessey, in his official capacity as Deputy Warden, John J. Moran, Medium Security Facility; Barry Weiner, in his official capacity as Assistant Director for Rehabilitative Services; and Kenneth Findlay, in his official capacity as Interdepartmental Project Manager, in Civil Action No. USDC 1:24-cv-00036-WES-PAS (the Claim), which is pending the Federal District Court, District of Rhode Island and for which I have claimed the said Releasees to be legally liable, which liability is expressly denied, it being my intention to discharge fully and finally the Releasees for the aforesaid losses and damages and to dismiss with prejudice the aforesaid Claim contemporaneously herewith and as a part of the consideration hereof in exchange for the agreements and obligations set forth above. I understand that the Settlement Agreement is part of a settlement and compromise of a doubtful and disputed claim, and that the payment and other consideration is not to be construed as an admission of liability on the part of the Releasees, which they expressly deny. I hereby acknowledge that I have received adequate consideration for the release of the Released Claims and that I am not a prevailing party in this Claim entitled to recover attorneys' fees or costs other than as specifically set forth in the Settlement Agreement.

2.3 I waive any right or claim to seek any additional costs or attorneys' fees other than the attorneys' fees specifically provided for in the Settlement Agreement.

3. Authority of Releasor

I represent and warrant that: (i) I am of legal age and have the sole right and exclusive authority to execute this Settlement Agreement; and (ii) I have not sold, assigned, transferred, or otherwise conveyed any of the claims, demands, actions, suits, damages, debts, causes of action, or liabilities referred to in this Settlement Agreement.

4. Representation of Comprehension of Document: No Inducements

4.1 I hereby acknowledge that I have carefully read this Settlement Agreement, know and understand its contents, and have consulted with counsel of my choice concerning this Settlement Agreement, or have had the opportunity to do so. I also understand that this Settlement Agreement does not imply any continuing obligation or commitment beyond the specific terms outlined herein.

4.2 I sign this Settlement Agreement voluntarily and freely, without duress and as my own free act. This Settlement Agreement reflects our entire agreement and no promise or inducement that is not set forth in this Settlement Agreement has been made to me. I have not relied upon advice or representations of any of the Releasees or any of their attorneys or representatives in executing this Settlement Agreement or for any other purpose.

4.3 I acknowledge and agree that because I have been given the opportunity independently to review this Settlement Agreement with my legal counsel and have had input on the particular language of its provisions, this Settlement Agreement shall not be subject to any rules of interpretation providing for interpretation against the drafter.

5. Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Rhode Island.

6. Severability

If a court of competent jurisdiction rules that any provision of this Settlement Agreement is invalid, illegal, or unenforceable under the law of the governing jurisdiction, then the validity, legality, and enforceability of the remaining provisions of this Settlement Agreement shall not be affected or impaired thereby. In the event of such a ruling, the provision found to be invalid, illegal, or unenforceable shall be deemed to be replaced by a valid, legal, and enforceable provision, if any, that is most nearly coextensive with such stricken provision as is consistent with governing law, and this Settlement Agreement shall be enforceable as thereby rewritten.

7. Headings

The headings in this Settlement Agreement are for convenience only and do not limit or otherwise affect the terms and conditions of this Settlement Agreement.

8. Dismissal of the Action

The Parties agree that their counsel are authorized to file the Dismissal Stipulation of the pending action, with prejudice, in the form attached hereto as Exhibit B upon satisfaction in full of the agreements and conditions set forth herein, as described in 1.6.

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SIGNATURES

The parties, voluntarily and without coercion, set forth their hands as their free acts and deeds.

FOR THE PLAINTIFF, WOLF PAWOCHAWOG-MEQUINOSH:

IN WITNESS WHEREOF, I, WOLF PAWOCHAWOG-MEQUINOSH, have hereunto set my hand this 24 day of April, 2025.

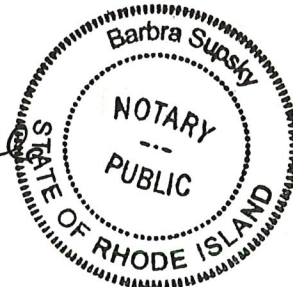
Wolf Pawochawog-Mequinosh
Wolf Pawochawog-Mequinosh

State of Rhode Island
County of Providence

On this 24 day of April, 2025, before me personally appeared WOLF PAWOCHAWOG-MEQUINOSH, to me known, and known by me, to be the person executing the foregoing instrument and acknowledged the same to be his free act and deed.

Barbra Supsky
Notary Public

My Comm. Expires: January 18, 2026



FOR THE DEFENDANTS, EACH IN THEIR OFFICIAL CAPACITY:

IN WITNESS WHEREOF, I, being duly authorized to bind the Defendants and each of them in their official capacity, have hereunto set my hand this 30 day of April, 2025.

Matthew I. Shaw
signature

Name: Matthew I Shaw

Title: AGG, Dep. Chief, Civil Div.

State of Rhode Island
County of Providence

On this 30th day of April, 2025, before me personally appeared Matthew I. Shaw, to me known, and known by me, to be the person executing the foregoing instrument and acknowledged the same to be their free act and deed.

Karen M. Ragosta
Notary Public

My Comm. Expires: 3/17/2027

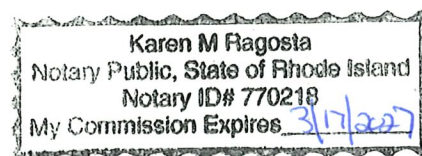




EXHIBIT A

NOW COME Plaintiff, Wolf Pawochawog-Mequinosh (the “Plaintiff”), and Defendants, the Rhode Island Department of Corrections; Wayne Salisbury, in his official capacity as Acting Director, Rhode Island Department of Corrections; William Devine, in his official capacity as Acting Warden, John J. Moran Medium Security Facility; Michael P. Fennessey, in his official capacity as Deputy Warden, John J. Moran, Medium Security Facility; Barry Weiner, in his official capacity as Assistant Director for Rehabilitative Services; and Kenneth Findlay, in his official capacity as Interdepartmental Project Manager, (the “Defendants” and, collectively with the Plaintiff, the “Parties”) pursuant to the Federal Rules of Civil Procedure, and hereby stipulate that Plaintiff’s Complaint, and all claims therein as to all Defendants, are dismissed with prejudice.

The parties shall bear their own costs, fees, and expenses, except as set forth in a Settlement Agreement and Release of All Claims (the "Settlement Agreement") previously executed by the parties. The Court approves the sharing of attorneys' fees and costs with the American Civil Liberties Union Foundation of Rhode Island and the RWU Prisoners' Rights Clinic, as negotiated by the parties and memorialized in the Settlement Agreement, as consistent with this Court's decision in *Inmates of RI Training School v. Martinez*, 465 F. Supp. 2d 131 (D.R.I. 2006) and Rhode Island Rules of Professional Conduct. 5.4(a)(4).¹ Each party waives any right to appeal or seek additional costs or attorneys' fees.

Dated:

Counsel for Plaintiff:

Counsel for Defendants:

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ENTER:

U.S. District Judge

¹ The Defendants do not object to the inclusion of this sentence but take no position on its substance.