

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

Brian F. Hall,

Plaintiff,

v.

State of Alaska, Dept. of
Corrections,

Defendant.

No. 3:16-cv-00268-TMB

JOINT STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED by and between the parties, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), that the above-captioned action shall be dismissed with prejudice. The conditions for dismissal are set forth in the Settlement Agreement and Release signed by the parties and attached hereto as Exhibit 1.

DATED: JUNE 4, 2019

FOR PLAINTIFF:

s/ Stephen Koteff
Stephen Koteff, No. 9407070
Joshua A. Decker, No. 1201001
ACLU OF ALASKA FOUNDATION
1057 W. Fireweed Lane, Ste. 207
Anchorage, AK 99503
Tel: (907) 258-0044

Howard W. Anderson III, No. 1602006
LAW OFFICE OF
HOWARD W. ANDERSON III, LLC
176 E Main St.
Pendleton, SC 29670
Tel: (864) 643-5790

FOR DEFENDANT:

s/ Matthias R. Cicotte
Matthias R. Cicotte, No. 0811065
Assistant Attorney General
State of Alaska, Department of Law
1031 W. 4th Avenue, Suite 200
Anchorage, AK 99501
Tel: (907) 269-5190

CERTIFICATE OF SERVICE

I hereby certify that on June 4, 2019, a copy of foregoing Joint Stipulation of Dismissal was served electronically on Matthias Cicotte.

By: s/ Stephen Koteff

UNITED STATES DISTRICT COURT
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SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is entered this 15th day of May 2019, by Brian F. Hall ("Plaintiff" or "Hall"), and the State of Alaska, Department of Corrections ("Defendant" or "DOC").

I. RELEASE AND DISCHARGE

For and in consideration of the terms of this agreement, Plaintiff releases and forever hold harmless Defendant and its current and former officials, officers, agents, assigns, and employed, from any and all claims, demands, damages, actions, or causes of action, including appeals, whether on account of damage to property; bodily injuries; civil liberties; deprivation; tort; death; local, state, or federal law; or any other theory of law, including, but not limited to, attorney fees and costs, with respect to the causes of action asserted in the Complaint.

Hall v. State

SETTLEMENT AGREEMENT

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This release does not apply to other transactions or occurrences that were not asserted in the Complaint. Without limiting the foregoing, the release excludes claims for postconviction relief and/or habeas corpus with respect to Plaintiff's offense of conviction.

II. AGREEMENT

A. Plaintiff Brian F. Hall

1. Defendant agrees that Plaintiff Hall is part of the Cherokee Nation and is of Cherokee descent, that the Cherokee Nation is a Native American tribe, that Native American groups are "recognized faith groups" under DOC policy, and that Plaintiff is in a "recognized faith group" by virtue of his status as a member of the Cherokee Nation.

2. Defendant also agrees that, as part of Plaintiff's sincerely held religious beliefs, Plaintiff seeks to wear a natural bear claw pendant around his neck such that the bear claw remains as much as possible in contact with his skin.

3. Defendant therefore agrees that, although DOC does not generally allow prisoners to wear or possess bear claw pendants, Plaintiff will be allowed to wear and possess a natural bear claw pendant as a religious accommodation under the Religious Land Use and Institutionalized Persons Act. Defendant acknowledges that

Plaintiff has obtained and has been provided a bear claw pendant for such use.

4. DOC will take reasonable steps to ensure that all staff at the facility or facilities where Plaintiff is housed are informed of Plaintiff's right to wear the claw as a religious accommodation.

5. Defendant further agrees that, as part of Plaintiff's sincerely held religious beliefs, Plaintiff seeks to wear one of six differently colored bandanas on his head at any given time, and that Plaintiff has identified these colors to be black, white, yellow, green, red, and blue.

6. DOC agrees that Plaintiff will be allowed to wear a black or white bandana on his head as a religious accommodation under the Religious Land Use and Institutionalized Persons Act.

7. Defendant further agrees that, although DOC does not generally allow prisoners to wear or possess yellow, green, red, or blue bandanas, Plaintiff will be allowed to possess and wear on his head, as a religious accommodation under the Religious Land Use and Institutionalized Persons Act, a white or black bandana with a yellow, green, red, or blue symbol on the front of the bandana. Defendant acknowledges that Plaintiff has obtained and has been provided these bandanas for such use.

8. DOC will take reasonable steps to ensure that all staff at the facility or facilities where Plaintiff is housed are informed of Plaintiff's right to wear these bandanas as a religious accommodation.

9. Within fifteen days of the execution of this agreement, DOC shall memorialize in writing that the bear claw and bandanas are provided to Mr. Hall, and that Mr. Hall is allowed to possess and wear these items, as religious accommodations pursuant to the Religious Land Use and Institutionalized Persons Act. DOC shall at the same time provide such written documentation to Mr. Hall and allow him to possess and present the documentation to any staff at the facility or facilities where Plaintiff is housed in order to establish his right to possess and wear the items.

B. DOC Policy and Practice

1. If not already adopted, DOC agrees to adopt a policy or issue written guidance within thirty days of the execution of this agreement explicitly providing that any request for religious accommodation will be evaluated in accordance with the Religious Land Use and Institutionalized Persons Act.

2. The policy or written guidance adopted or referenced in paragraph B.1 above will provide that a requested accommodation will not be rejected solely because the accommodation sought does not

accord with the generally held tenets or beliefs of the religion for which the accommodation is associated.

3. The policy or written guidance adopted or referenced in paragraph B.1 above will also provide that if DOC determines that the requested accommodation should not be granted because of a compelling governmental interest, DOC will make reasonable efforts, in collaboration with the person requesting the accommodation, to determine whether denying the request is the least restrictive means to promote the governmental interest and whether some other form of accommodation can be granted to satisfy the interest.

4. Within fifteen days of adopting the policy or written guidance referenced in paragraph B.1 above or, if already adopted, within fifteen days of the execution of this agreement, DOC will ensure that the policy or written guidance is disseminated to all DOC personnel involved or who could be involved in considering and granting or denying prisoners' requests for religious accommodations, and that it is further disseminated to any person appointed to replace said personnel.

5. Upon adoption and dissemination of the policy, DOC shall provide a copy of the policy to Mr. Hall, through his attorneys, along with notice of the manner in which the policy or written guidance

was disseminated.

C. Attorneys' Fees and Costs

DOC and Mr. Hall agree that, in full satisfaction of Mr. Hall's costs and attorneys' fees in this matter, DOC will pay to the ACLU of Alaska Foundation \$30,000 within thirty days of the execution of this agreement.

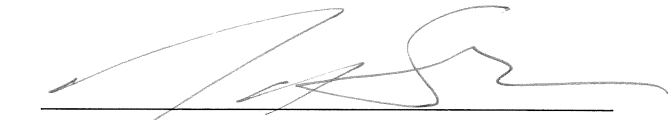
D. Dismissal with Prejudice

Within five working days of all parties' notice of the execution of this agreement, Mr. Hall will move to dismiss with prejudice all claims in the above-captioned matter, No. 3:16-cv-00268-TMB.

Dated: 5-20-19


Plaintiff Brian F. Hall

Dated: 5-30-2019


Jeremy Hough, Criminal Justice
Planner, State of Alaska
Department of Corrections, for
Defendant