

FILED

SEP 24 2008

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

BRANDON SAMPLE,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 05-596 PLF
)	
HARLEY LAPPIN, Director,)	
Federal Bureau of Prisons, <u>et al.</u> ,)	
)	
Defendants.)	
)	

STIPULATION OF SETTLEMENT AND DISMISSAL

All Parties to this action hereby enter into the following Stipulation of Settlement and Dismissal. In order to resolve the matters in dispute in the above-styled action without further litigation, expense, or delay, Plaintiff and Defendants (collectively, the "Parties") unconditionally agree to the following terms:

1. Plaintiff and Defendants enter into this Stipulation of Settlement and Dismissal in order to make full and final settlement of any and all matters that Plaintiff raised in the above action with the Bureau of Prisons ("BOP"). Plaintiff agrees to accept the terms set forth herein in full satisfaction of any and all claims, demands, rights and causes of action of whatever kind and nature based upon the allegations in the Complaint up to the date of filing this Stipulation Of Settlement And Dismissal, including but not limited to the claims asserted, and those that could have been asserted, in the above-styled civil action.

In particular, and without limitation, this settlement includes all possible claims for damages and equitable relief by Plaintiff against Defendants prior to and including the date that this Stipulation Of Settlement And Dismissal is filed. Further, and without limitation, this settlement includes all possible claims for attorney's fees and costs that Plaintiff incurred or may incur in connection with this litigation and any other proceeding involving the claims Plaintiff raised or could have raised in this action.

Plaintiff withdraws, with prejudice, the above-styled complaint and all other pending, existing or putative causes of action, charges, complaints and appeals against Defendants in any forum, whether administrative or judicial, relating to the claims for alcoholic wine, alcohol, matzah or challah bread while in

prison. This Stipulation of Settlement and Dismissal constitutes the full, final and complete relief that Plaintiff may have for the conduct alleged in this action.

Except for ensuring compliance with the terms of this agreement as set forth in paragraph k below, Plaintiff agrees not to institute any other actions, charges, complaints, appeals or other proceedings against Defendants or any of the BOP's past or present employees, officers, agents or representatives concerning any claim for alcoholic wine, alcohol, matzah or challah bread while in prison.

Plaintiff releases Defendants and BOP's past and present employees, officers, agents and representatives concerning all matters related to his claim for alcoholic wine, alcohol, matzah or challah bread while in prison.

2. In consideration for the promises made herein, the Parties agree to take the following actions:

a) FCI Texarkana will spend up to \$500 in religious materials on Judaism. Inmate Sample will provide the institution chaplaincy staff with a list of religious materials on Judaism he would like to be considered for purchase. Chaplaincy staff will purchase religious materials consistent with the established criteria for inclusion in the religious library. The purchased Jewish materials will be made accessible to Inmate Sample with the same limitations applicable to other inmates.

b) FCI Texarkana will provide Inmate Sample with challah bread (preferably round mini loaves) for his Friday night and Saturday morning Sabbath observances and Rosh Hashanah (two days once a year).

c) FCI Texarkana is already providing Inmate Sample with Kosher Matzah bread for Passover (2 times per year) and shall continue this practice barring unforeseen circumstances.

d) FCI Texarkana will provide Inmate Sample with a cup of at least 3 liquid ounces of nonalcoholic wine for Friday evenings and Saturday mornings and evenings. During the two Passover

Seders, FCI Texarkana will provide 4 cups of at least 3 liquid ounces of nonalcoholic wine for Inmate Sample's consumption and a cup of at least 3 liquid ounces of nonalcoholic wine for the cup of Elijah during the two Passover Seders. Staff will dispose of the nonalcoholic wine in the cup of Elijah appropriately.

The nonalcoholic wine provided to Inmate Sample pursuant to this agreement does not have to be kosher, but it should be a red nonalcoholic wine, such as the Ariel nonalcoholic wine or an equivalent that is not labeled simply "grape juice."

e) The nonalcoholic wine will be provided under this agreement only to Inmate Sample as he asserts it satisfies his own belief on the religious rituals and his overtures to settle this case.

f) A cup of at least 3 liquid ounces of the nonalcoholic wine will be provided to Inmate Sample on the first two days and the last two days of Sukkot, and the two days of Rosh Hashanah.

g) Upon arrival at a newly designated institution, Inmate Sample will provide a copy of the settlement agreement to the institution's Chaplaincy Services staff and afford them a reasonable amount of time to accommodate his practice, not to exceed sixty days, consistent with the terms of this settlement agreement. If Inmate Sample does not have a copy of the settlement agreement, he will submit a Request for Administrative Remedy advising Chaplaincy Services staff of the settlement

agreement.

h) The BOP's performance of this settlement agreement may be suspended while institution staff are responding to an emergency situation.

i) While Inmate Sample is in a Special Housing Unit, chaplaincy staff will make best efforts to accommodate his practices regarding the use of nonalcoholic wine and challah bread that are described in this settlement agreement, depending on the availability of resources, space, and staff.

j) The terms of this settlement agreement will not be in effect while Inmate Sample is in transit or otherwise in holdover status.

k) If Inmate Sample disagrees with the institution's accommodations of his religious practices regarding the nonalcoholic wine, challah or matzah bread, or purchase of materials related to Judaism by FCI Texarkana as described in this settlement agreement, he will first avail himself of the BOP's full administrative remedy procedures in order to have the matter reviewed. If, upon completion of the process, Inmate Sample is not satisfied and the practice is one required by the language of this agreement, Inmate Sample may seek enforcement of the term(s) with this Court, which shall retain jurisdiction of the matter solely to enforce the terms, consistent with the security of the institution where Plaintiff is housed and the

requirements of the Religious Freedom Restoration Act ("RFRA").

1) The terms of this settlement agreement are limited to the current term of Plaintiff's incarceration.

3. This stipulation for compromise settlement shall not constitute an admission of liability or fault on the part of Defendant or the Agency's past or present agents, employees, representatives or officers. The Parties enter into this stipulation solely for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation.

4. Plaintiff acknowledges that he has read this entire agreement and that he understands all of its terms and conditions. Plaintiff acknowledges that his attorney has reviewed and explained the provisions of this agreement to him and that he has had sufficient time for this purpose.

5. Plaintiff acknowledges that he has entered into this Stipulation Of Settlement And Dismissal voluntarily and with the advice of counsel. Further, Plaintiff acknowledges that no one has imposed any undue hardship, duress or coercion in connection with the execution of this document.

6. The Parties agree that the terms expressly recited herein represent the entire compromise settlement and that the respective parties will each bear their own costs, fees, expenses and attorneys' fees. There are no terms or conditions to this agreement except those expressly stated herein. This agreement

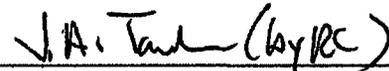
may not be altered, modified, withdrawn, waived, rescinded or supplemented except by a written instrument executed by duly authorized representatives of both Parties.

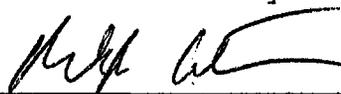
WHEREFORE, these actions are hereby dismissed, subject only to the Court retaining jurisdiction as necessary to enforce the terms of this Stipulation of Settlement and Dismissal.

Respectfully submitted,


ADAM NADELHAFT, ESQ.
Winston & Strawn, LLP
1700 K Street, N.W.
Washington, DC 20006

for Plaintiff


JEFFREY A. TAYLOR, DC Bar #498610
United States Attorney


RUDOLPH CONTRERAS, DC Bar #434122
Assistant United States Attorney


BRANDON SAMPLE

 9/18/08
W. MARK NEBEKER, DC Bar #396739
Assistant United States Attorney

SO ORDERED, this 24th day of September 2008.


UNITED STATES DISTRICT JUDGE