

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

| | | |
|---------------------------------------|---|-------------------------------|
| _____ |) | |
| ELIZABETH BOLGER, <i>et al.</i> , |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| v. |) | Civ. Action No. 03-0906 (JDB) |
| |) | |
| DISTRICT OF COLUMBIA, <i>et al.</i> , |) | |
| |) | |
| Defendants. |) | |
| _____ |) | |

**JOINT MOTION FOR ORDER DISMISSING
CASE WITH PREJUDICE**

All remaining plaintiffs in this matter, Elizabeth Ann Bolger, Helen Johnson, Jessica Lahood, Nathaniel Meysenburg, Timothy Meysenburg, Brian Rosa, Francis Schleicher, and Deborah Smith, (collectively “plaintiffs”) and defendants District of Columbia, Charles H. Ramsey, Arthur Brown, Michael Carruth, Malcom Forbes, Andrea Latson, C. Meyla, Raymond Mincey, Wendy Payne, Adrian Sanders, and Mark Beach (collectively the “District Defendants”) have entered into a Settlement Agreement resolving all claims against the District Defendants in this proceeding. A copy of the Settlement Agreement is attached hereto.

The settlement amount having been tendered in full, pursuant to the Settlement Agreement, plaintiffs and the District Defendants jointly move this Court to dismiss plaintiffs’ claims against the District Defendants with prejudice.

Respectfully submitted,

PETER J. NICKLES
Attorney General for the District of Columbia

GEORGE C. VALENTINE
Deputy Attorney General
Litigation Division

/s/ Ellen A. Efros
ELLEN A. EFROS [250746]
Assistant Deputy
Civil Litigation Division

/s/ Chad Copeland
CHAD COPELAND [982119]
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Attorneys for District Defendants

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PARTNERSHIP FOR CIVIL Civil
JUSTICE FUND
617 Florida Avenue, N.W.
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(202) 232-1180
(202) 747-7747 (fax)

Attorneys for Plaintiffs

Dated: November 13, 2009

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

| | | |
|---------------------------------------|---|-------------------------------|
| _____ |) | |
| ELIZABETH BOLGER, <i>et al.</i> , |) | |
| |) | |
| Plaintiffs, |) | |
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| v. |) | Civ. Action No. 03-0906 (JDB) |
| |) | |
| DISTRICT OF COLUMBIA, <i>et al.</i> , |) | |
| |) | |
| Defendants. |) | |
| _____ |) | |

ORDER

Upon consideration of the Joint Motion for Order Dismissing Case with Prejudice, it is
this _____ day of _____, 2009, hereby

ORDERED that plaintiffs' claims against the District Defendants are dismissed with
prejudice.

JOHN D. BATES
United States District Judge

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

ELIZABETH BOLGER, *et al.*,

Plaintiffs,

v.

DISTRICT OF COLUMBIA, *et al.*,

Defendants.

Civil Action No. 03-906 (JDB)

**SETTLEMENT AGREEMENT AND RELEASES BETWEEN DISTRICT OF
COLUMBIA DEFENDANTS AND ALL PLAINTIFFS, COLLECTIVELY**

All remaining plaintiffs in this matter, Elizabeth Ann Bolger, Helen Johnson, Jessica Lahood, Nathaniel Meysenburg, Timothy Meysenburg, Brian Rosa, Francis Schleicher, and Debra Smith, (collectively "Plaintiffs") sued defendants District of Columbia, Charles H. Ramsey, Arthur Brown, Michael Carruth, Malcolm Forbes, Andrea Latson, C. Meyla, Raymond Mincey, Wendy Payne, Adrian Sanders, and Mark Beach (collectively the "District Defendants"), among others in this matter, *Elizabeth Ann Bolger, et al. v. District of Columbia, et al.*, 03-CV-906 (JDB), asserting claims of constitutional violations, pursuant to 42 U.S.C. Section 1983, and common law tort claims, seeking damages, declaratory judgment, and injunctive relief, costs, and attorney fees. These parties have engaged in discovery, conducted motions practice, and participated in negotiations to resolve this matter. Having done so, these parties have agreed that it is in their respective and mutual best interests to settle this dispute and to resolve this litigation upon the following terms.

Scope of Settlement Offer and Resultant Settlement

1. The District Defendants' Settlement Offer ("Offer") and this resultant Settlement Agreement may only be accepted jointly and collectively by all Plaintiffs in resolution, satisfaction, and dismissal of any and all claims that have been or could have been brought by any of the Plaintiffs against any and all District Defendants in this case, to include any and all persons who are now or have ever been agents, employees, officers, or officials of the District of Columbia. Plaintiffs' acceptance of the District Defendant's Offer and this Settlement Agreement are reflected by their signatures upon this Settlement Agreement.

2. The District of Columbia reasserts its policy as set forth in the First Amendment Rights and Police Standards Act of 2004, that all persons and groups have a right to organize and participate in peaceful First Amendment assemblies on the streets, sidewalks, and other public ways, and in the parks of the District of Columbia, and to engage in First Amendment assembly near the object of their protest so they may be seen and heard, subject to reasonable restrictions designed to protect public safety, persons, and property, and to accommodate the interest of persons not participating in the assemblies to use the streets, sidewalks, and other public ways to travel to their intended destinations, and use the parks for recreational purposes.

3. The Metropolitan Police Department's Standard Operating Procedures for Handling First Amendment Assemblies and Mass Demonstrations (SOP) and/or its successor publication, in the event of a change of title, shall, within 120 days, provide written notice that officers utilizing the Field Arrest Form (PD 759) to document an arrest in the context of a mass demonstration will in addition to the other requirements set forth in Attachment F to the SOP include the name of any federal law enforcement officer or agent who questioned the arrestee,

noting the name of the federal agency, date, time and location of the questioning and whether MPD was given copies of any audiotapes, videotapes or written versions of the questioning. This provision shall remain in effect for no less than three (3) years from the date of the Settlement Agreement. Thereafter, there shall be no right of enforcement by any of the Parties hereto and the MPD may rescind this provision.

4. All District Defendants deny culpability and/or liability for or upon any claim asserted by any and all Plaintiffs.

5 The District of Columbia will pay the "Settlement Amount" of a total of \$450,000 to all Plaintiffs, jointly and collectively, in full satisfaction of all claims and potential claims for damages and other relief against the District Defendants that were or could have been encompassed by all claims that were or could have been brought in this action or upon the underlying events, including all claims for attorneys fees and/or other costs incurred in prosecuting this action, through the date of the execution of this Settlement Agreement by all Plaintiffs and counsel for the District Defendants. Plaintiffs agree, jointly and severally, and on behalf of their attorneys, as well as themselves, that under no circumstances may Plaintiffs or their attorneys obtain any relief and/or recovery for the claims that have been or could have been raised in this civil action and encompassed by this Offer in addition to this \$450,000 and such interest as may become payable thereon pursuant to paragraph 6, below, from the District, or any official, officer agent, or employee or any person who is now or has ever been an official, officer, agent, or employee of the District.

6 The Settlement Amount, which includes all costs and attorneys' fees as included in the payment referenced above, is payable only from the funds of the District of Columbia and may not be collected from any other defendant in this action or from

any other person or entity. This Settlement Amount is to be paid by check payable to The Partnership for Civil Justice Trust Account (“the Payee”), within thirty (30) days of the execution of this Settlement Agreement and the receipt of all necessary paperwork for processing payment, including a hard copy of a W-9 for the payee; in the event that payment is not made within thirty (30) days of the execution of this Settlement Agreement and the receipt of all necessary paperwork for processing payment, interest will accrue upon the Settlement Amount at the rate provided for by 28 U.S.C. Section 1961 for interest upon judgments commencing on the thirty-first (31st) day following the execution of this Settlement Agreement and the receipt of all necessary paperwork for processing payment. If payment of the Settlement Amount and such interest as may be provided for pursuant to the terms of this paragraph is not transmitted to the Payee within thirty-one (31) days as provided above, the Payee may move to enforce the payment provisions of this Settlement Agreement against the District of Columbia.

7. This Settlement Agreement may be executed in duplicate originals.

8. Plaintiffs agree to release and to indemnify and hold the District Defendants harmless from and against all actions, claims, demands, damages, debts, liabilities, obligations costs, expenses, liens, attorneys’ fees, actions, claims for relief and causes of action (whether or not litigation be commenced) arising or in connection with any action or from any matter encompassed by this Settlement Agreement or other proceeding brought or prosecuted contrary to the provisions of this Settlement Agreement. This Settlement Agreement and Releases also releases and indemnifies the District Defendants against any and all claims brought under any theory of liability arising from any incident described in the complaint that were brought or could have been brought in any forum.

9. The terms of this Settlement Agreement and of the resultant Settlement are not severable. Should any provision of this Settlement Agreement be held invalid, unenforceable or illegal, such holding shall render this entire Settlement Agreement and resultant Settlement invalid, unenforceable and void, and shall require all Plaintiffs to return to the District within 30 days of such holding all consideration provided them pursuant to this Settlement Agreement.

10. The parties hereto agree that this Settlement Agreement shall not constitute an admission or denial or any allegation made by any party, whether in the litigation or otherwise. This Settlement Agreement shall not be cited as such by any party in any subsequent judicial proceeding, except under the following circumstances: (1) as may be necessary to enforce the terms of this Settlement Agreement or (2) to comply with the law or a court order.

11. The parties hereto expressly state, understand, and agree that they have had a reasonable and sufficient period of time to consider their decision to accept this settlement and to enter into this Settlement Agreement. The parties hereto enter into this Settlement Agreement voluntarily and of their own free will. The parties further acknowledge that they fully and completely understand and accept the terms of this Settlement Agreement, and that they have the legal capacity and authorization to enter into this Settlement Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if all parties prepared it.

12. Plaintiffs agree to file a praecipe of dismissal of the complaint with prejudice in this matter within five (5) business days of receiving the compensation set forth in paragraph 4 above.


13. Plaintiffs, individually and collectively, represent that they have not transferred or assigned to any person or entity any claim against the Defendants and that any such claim is not assignable or transferable.

14. The parties agree that this Agreement contains and comprises the entire agreement and understanding of the parties, and that there are no additional promises or terms of the Agreement among the parties other than those contained herein, and that this Agreement shall not be modified except in writing signed by each of the parties hereto. This Agreement is not intended to and does not confer any rights or remedies upon any person other than the Parties hereto.

15. This Agreement and the Releases contained herein shall be governed by, and shall be construed in accordance with the laws of the District of Columbia.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the days and year set forth below.

ACCEPTED FOR PLAINTIFFS BY:

 on Oct 21, 2009
PARTNERSHIP FOR CIVIL JUSTICE

Carl Messina
(Print Name of individual signing for Partnership For Civil Justice)

_____ on _____, 2009
ELIZABETH ANN BOLGER

_____ on _____, 2009
HELEN JOHNSON

_____ on _____, 2009
JESSICA LAHOOD

_____ on _____, 2009
NATHANIEL MEYSENBURG

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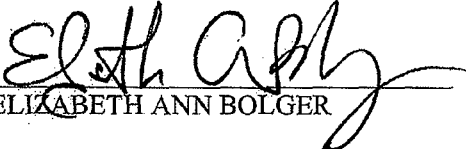
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the days and year set forth below.

ACCEPTED FOR PLAINTIFFS BY:

_____ on _____, 2009
PARTNERSHIP FOR CIVIL JUSTICE

(Print Name of individual signing for Partnership For Civil Justice)

 on 19 / October, 2009
ELIZABETH ANN BOLGER

_____ on _____, 2009
HELEN JOHNSON

_____ on _____, 2009
JESSICA LAHOOD

_____ on _____, 2009
NATHANIEL MEYSENBURG

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ACCEPTED FOR PLAINTIFFS BY:

_____ on _____, 2009
PARTNERSHIP FOR CIVIL JUSTICE

(Print Name of individual signing for Partnership For Civil Justice)

_____ on _____, 2009
ELIZABETH ANN BOLGER


_____ on 17 October, 2009
HELEN JOHNSON

_____ on _____, 2009
JESSICA LAHOOD

_____ on _____, 2009
NATHANIEL MEYSENBURG

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ACCEPTED FOR PLAINTIFFS BY:

_____ on _____, 2009
PARTNERSHIP FOR CIVIL JUSTICE

(Print Name of individual signing for Partnership For Civil Justice)

_____ on _____, 2009
ELIZABETH ANN BOLGER

_____ on _____, 2009
HELEN JOHNSON

 on 10/20, 2009
JESSICA LAHOOD

_____ on _____, 2009
NATHANIEL MEYSENBURG

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ACCEPTED FOR PLAINTIFFS BY:

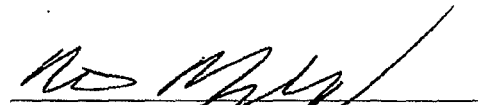
_____ on _____, 2009
PARTNERSHIP FOR CIVIL JUSTICE


(Print Name of individual signing for Partnership For Civil Justice)

_____ on _____, 2009
ELIZABETH ANN BOLGER

_____ on _____, 2009
HELEN JOHNSON

_____ on _____, 2009
JESSICA LAHOOD


_____ on 10/20, 2009
NATHANIEL MEYSEMBURG


TIMOTHY MEYSENBURG on 10/20/09, 2009

_____ on _____, 2009
BRIAN ROSA

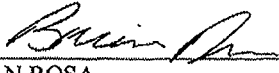
_____ on _____, 2009
FRANCIS SCHLEICHER

_____ on _____, 2009
DEBRA SMITH

ACCEPTED FOR DISTRICT DEFENDANTS BY:

_____ on _____, 2009

_____ on _____, 2009
TIMOTHY MEYSENBURG


_____ on 10/20, 2009
BRIAN ROSA

_____ on _____, 2009
FRANCIS SCHLEICHER


_____ on _____, 2009
DEBRA SMITH

ACCEPTED FOR DISTRICT DEFENDANTS BY:

_____ on _____, 2009

_____ on _____, 2009
TIMOTHY MEYSENBURG

_____ on _____, 2009
BRIAN ROSA

 on 10/17, 2009
FRANCIS SCHLEICHER

_____ on _____, 2009
DEBRA SMITH

ACCEPTED FOR DISTRICT DEFENDANTS BY:

_____ on _____, 2009

_____ on _____, 2009
TIMOTHY MEYSENBURG

_____ on _____, 2009
BRIAN ROSA

_____ on _____, 2009
FRANCIS SCHLEICHER

Deborah Debra Smith on 10.20., 2009
~~DEBRA SMITH~~
Deborah

ACCEPTED FOR DISTRICT DEFENDANTS BY:

_____ on _____, 2009

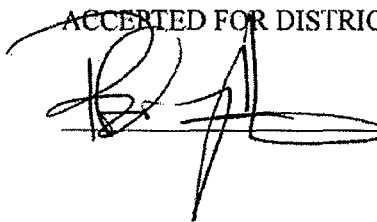
_____ on _____, 2009
TIMOTHY MEYSENBURG

_____ on _____, 2009
BRIAN ROSA

_____ on _____, 2009
FRANCIS SCIILEICHER

_____ on _____, 2009
DEBRA SMITH

ACCEPTED FOR DISTRICT DEFENDANT'S BY:

 on 10/21, 2009