

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

ALEXIS TEMPLETON, et al.,)
)
 Plaintiffs,)
)
v.)
)
SAM DOTSON, et al.,)
)
 Defendants.)

Cause No. 4:14cv-2019 CEJ

**MOTION TO DISMISS PURSUANT TO SETTLEMENT AS TO ALL
DEFENDANTS**

COMES NOW Plaintiffs and Defendants and jointly request dismissal of all claims pursuant to the proposed Agreed Order of Dismissal. The parties agree that this matter is settled and that all issues and controversies have been resolved to their mutual satisfaction. Plaintiffs and Defendants request the Court to retain jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994).

WHEREFORE, the parties request that all claims be dismissed pursuant to the proposed Agreed Order of Dismissal.

Dated this 25th Day of March, 2015.

Respectfully Submitted,

/s/ Thomas B. Harvey
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CERTIFICATE OF SERVICE

I hereby certify that on March 25, 2015, the foregoing Motion to Dismiss was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon all counsel of record.

/s/ Brendan Roediger

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

ALEXIS TEMPLETON, et al.,)
)
Plaintiffs,)
)
v.)
)
SAM DOTSON, CHIEF OF POLICE,)
CITY OF ST. LOUIS, et al.,)
)
Defendants.)

Cause No. 4:14cv-2019 CEJ

ORDER OF DISMISSAL

Plaintiffs and Defendants Sam Dotson, Chief of Police of the City of St. Louis Police Department, Ron Johnson, Missouri State Highway Patrol, and Jon Belmar, Chief of Police of the St. Louis County Police Department, hereby agree that this case has been settled and that all issues and controversies have been resolved to their mutual satisfaction. Plaintiffs and Defendants request the Court to retain jurisdiction to enforce the terms of their settlement agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994):

IT IS HEREBY ORDERED:

1. The aforementioned parties shall comply with the terms of the Settlement Agreement entered on March 25, 2015, a copy of which is attached as Exhibit A and incorporated by reference as if fully set forth.

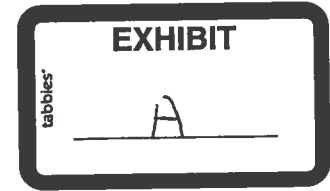
2. By consent of the aforementioned parties, this Court shall retain jurisdiction of this matter for the purpose of enforcing the terms of the Settlement Agreement through 1st day of January, 2018.

3. Except as provided for in paragraphs 1 and 2 above, this case is dismissed, with prejudice.

IT IS SO ORDERED this ___ day of March, 2015.

Judge Carol Jackson

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION



ALEXIS TEMPLETON, et al.,)
)
 Plaintiffs,)
)
)
 v.)
)
 SAM DOTSON et al.,)
)
 Defendants.)

Cause No. 4:14cv-2019 CEJ

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 25th day of March 2015, by and between Plaintiffs and Defendants Sam Dotson, Chief of Police of the City of St. Louis Police Department, Jon Belmar, St. Louis County Chief of Police, and Ron Johnson, Missouri State Highway Patrol.

WHEREAS, Plaintiffs have filed a Complaint against Defendants, styled as set out above (“the lawsuit”); and

WHEREAS, out of the desire to resolve the issues underlying the lawsuit, the parties agree as follows:

A. Defendants and their agents, servants, employees, and representatives, will not enforce any rule, policy, or practice that grants law enforcement officials the authority or discretion to:

(1) utilize tear gas, inert smoke, pepper gas, or other chemical agents (collectively, “chemical agents”) for the purpose of dispersing groups of individuals who are engaged in non-criminal activity:

- (a) without first issuing clear and unambiguous warnings that such chemical agents will be utilized;
- (b) without providing the individuals sufficient opportunity to heed the warnings and exit the area;
- (c) without reasonably attempting to minimize the impact of such chemical agents on individuals who are complying with lawful law enforcement commands; and
- (d) without ensuring that there is a means of safe egress from the area that is available to the individuals and announcing this means of egress to the group of individuals.

(2) utilize chemical agents on individuals engaged in non-criminal activity for the purpose of frightening them or punishing them for exercising their constitutional rights.

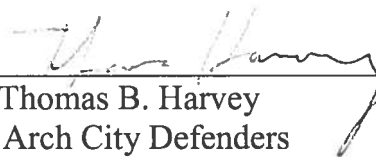
B. Provided, however, that Paragraph A hereof shall not be applicable to situations that turn violent and persons at the scene present an imminent threat of bodily harm to persons or damage to property, and when law enforcement officials must defend themselves or other persons or property against such imminent threat.

C. Defendants will immediately issue the command or order appropriate to their own law enforcement agency prohibiting the use of chemical agents to disperse a crowd except in situations where this use is in compliance with the requirements expressed in Sections A and B.


D. In due course, but no later than August 1, 2015, the City of St. Louis Police Department, the St. Louis County Police Department and the Missouri State Highway Patrol shall each issue the appropriate policy, command or order sufficient to ensure that law enforcement officers under their respective commands shall in all respects comply with Paragraphs A and B hereof. Defendants agree that the obligation to comply with the conditions set out in Paragraphs A and B is continuing, and failure of a Defendant to have in place such policy, command or order is a violation of this Settlement Agreement which may be enforced by Plaintiffs against such Defendant according to law. Defendants shall provide a copy of such policy to Plaintiffs within ten days of promulgation and further agree to provide a current copy of such policy, command or order within ten businesses days of a request by Plaintiffs directed to the St. Louis City Counselor, the St. Louis County Counselor, and to the General Counsel of the Missouri Department of Public Safety to inspect it.

E. Plaintiffs Alexis Templeton, Maureen Costello, Brittany Ferrell, Steven Hoffman, Nile McClain, and Kira Hudson shall dismiss the lawsuit with prejudice insofar as it pertains to Defendants Dotson, Belmar, and Johnson. As a specific condition of this Settlement Agreement, Plaintiffs agree to accept


attorney's fees and costs from Defendants in the total amount of \$7,500.00, with each Defendant to contribute \$2,500.00 toward the total amount. Aside from the foregoing, Plaintiffs waive any rights they may have for attorney fees or costs under 42 USC Sec. 1988 and Rule 54 FRCP or any other provision of law. The parties agree that the Federal District Court for the Eastern District of Missouri shall retain jurisdiction of this matter to enforce the terms of this Settlement Agreement through the 1st day of January, 2018.



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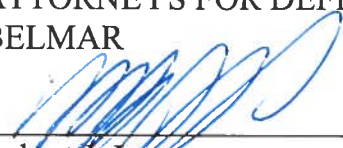
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