

Exhibit A

Settlement Agreement Annotated 3/29/11

Cery  
COD (initial)  
0/1/10 OP Hill

Settlement Agreement and Release

1. This Settlement Agreement and Release ("Agreement") is made the \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Phillip Letten, Ken Anderson, the American Civil Liberties Union Fund of Michigan ("ACLU Fund of Michigan"), Officer Scott Hall, Officer LaShawn Peoples, and the City of Detroit ("the City") (collectively, the "Parties").
2. This Agreement fully and completely resolves *Letten v. Hall* (Case No. 10-cv-12182) and *Anderson v. Peoples* (Case No. 10-cv-12183), two civil actions filed by Phillip Letten and Ken Anderson on June 2, 2010, in the United States District Court for the Eastern District of Michigan, Southern Division, which are now consolidated as a single case, *Letten v. Hall* (Case No. 10-cv-12182) ("this Action").
3. Attorneys Daniel S. Korobkin and ~~Jessie J. Rossman~~<sup>15</sup> are authorized to sign this Agreement on behalf of Phillip Letten, Ken Anderson, and the ACLU Fund of Michigan, and Jane K. Mills is authorized to sign this Agreement on behalf of Officer Scott Hall, Officer LaShawn Peoples, and the City.
4. Phillip Letten agrees, on behalf of himself, agents, family members, friends, partners, associates, attorneys, heirs and assigns, to release Officer Hall, the City, and all other employees and agents of the City from any and all claims, demands, damages, actions, causes of action, suits or injuries of any kind or nature whatsoever, known or unknown, to person, property or otherwise, which have resulted or may in the future arise out of his encounter with Officer Hall on July 31, 2009, including but not limited to those damages alleged in this Action.
5. Ken Anderson agrees, on behalf of himself, agents, family members, friends, partners, associates, attorneys, heirs and assigns, to release Officer Peoples, the John Doe police officer named as Officer Peoples' co-defendant, the City, and all other employees and agents of the City from any and all claims, demands, damages, actions, causes of action, suits or injuries of any kind or nature whatsoever, known or unknown, to person, property or otherwise, which have resulted or may in the future arise out of his encounter with Officer Peoples and the John Doe defendant on November 12, 2008, including but not limited to those damages alleged in this Action.
6. The City agrees to adopt "Training Directive – First Amendment Right to Distribute Non-Commercial Pamphlets and Handbills" ("First Amendment Training Directive"), attached as Exhibit 1.
7. The City agrees to distribute copies of the First Amendment Training Directive to all members of the Detroit Police Department ("Department") via an A-Distribution within 30 days of this Agreement.

8. The City agrees that the First Amendment Training Directive shall be read aloud to every Department shift for a span of one week during roll call as an Administrative Message/Teletype within 30 days of this Agreement, and then again to every shift for a span of one week 6 months after the first reading.
9. The City agrees to adopt "Training Directive – Retaliation" ("Retaliation Training Directive"), attached as Exhibit 2.
10. The City agrees to distribute copies of the Retaliation Training Directive to all members of the Department via an A-Distribution within 30 days of this Agreement.
11. The City agrees that the Retaliation Training Directive shall be read aloud to every Department shift for a span of one week during roll call as an Administrative Message/Teletype within 30 days of this Agreement, and then again to every shift for a span of one week 6 months after the first reading.
12. The City agrees to adopt "Training Directive – Loitering" ("Loitering Training Directive"), attached as Exhibit 3.
13. The City agrees to distribute copies of the Loitering Training Directive to all members of the Department via an A-Distribution within 30 days of this Agreement.
14. The City agrees that the Loitering Training Directive shall be read aloud to every Department shift for a span of one week during roll call as an Administrative Message/Teletype within 30 days of this Agreement, and then again to every shift for a span of one week 6 months after the first reading.
15. The City agrees to place a direct link to its online citizen complaint form on the main page of the Department's website within 30 days of this Agreement.
16. The City agrees to ensure that posters explaining its citizen complaint form are on public display in the lobby and/or entrance of every precinct station and at the Department headquarters within 30 days of this Agreement.
17. The City agrees to ensure that printed brochures explaining its citizen complaint form are placed in racks and/or display areas at every precinct station and at the Department headquarters within 30 days of this Agreement. This Agreement does not require the City to create racks and/or display areas where none exist.
18. The City agrees that a citizen may file a citizen complaint form even if there are charges pending against him or her.
19. The City agrees to distribute a written statement <sup>re Ordinance 15</sup> ~~to this effect~~ to all members of the Department via an A-Distribution within 30 days of this Agreement.

