Exhibit F

Letter to Mills with Final Signed Settlement Agreement and Signed Releases 10/25/11

ACLU
AMERICAN CIVIL LIBERTIES UNION OF MICHIGAN

State Headquarters
2966 Woodward Avenue
Detroit, Michigan 48201
Phone 313.578.6800
Fax 313.578.6811
Email aclu@aclumich.org
www.aclumich.org

Legislative Office
P. O. Box 18022
Lansing, Michigan 48901
Phone 517.372.8503
Fax 517.372.8503
Email lansing@aclumich.org
www.aclumich.org

October 25, 2011

By First Class Mail

Jane Kent Mills
City of Detroit Law Department
660 Woodward Ave., Suite 1650
Detroit, MI 48226-3535

Re: Letten v. Hall and Anderson v. Peoples

Dear Ms. Mills:

Enclosed are three copies of each plaintiff's release and affidavit, each bearing original notarized signatures. A copy of the settlement agreement is also attached to each release because its terms are incorporated by the release.

Also enclosed are two additional copies of the settlement agreement, each bearing my original signature. **Please promptly sign and return one of the copies in the enclosed self-addressed stamped envelope.** When I receive the fully executed settlement agreement I will stipulate to an order dismissing the case with prejudice.

You may send the check made out to the ACLU Fund of Michigan (Tax ID # [redacted] to my attention at 2966 Woodward Ave., Detroit, MI 48201.

If you have any questions or concerns, please call me at (313) 578-6824.

Very truly yours,

Daniel S. Korobkin

Settlement Agreement

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. Attorney Daniel S. Korobkin is 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 regarding paragraph 18 to all members of the Department via an A-Distribution within 30 days of this Agreement.

20. The City agrees that this statement regarding paragraph 18 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.

21. The City shall pay the total amount of $ 20,000.00 to Phillip Letten, Ken Anderson, and their counsel at the ACLU Fund of Michigan.

22. The Parties agree to the form and content of the proposed order dismissing this Action, attached as Exhibit 4. The proposed order shall be filed upon execution of this Agreement.

Signed and agreed to by:

_____ DATE: _____

Jane K. Mills
City of Detroit Law Department
660 Woodward Ave., Ste. 1650
Detroit, MI 48226

Daniel S. Korobkin S. Kwl DATE: 10/23/11
Daniel S. Korobkin
ACLU Fund of Michigan
2966 Woodward Ave.
Detroit, MI 48201

Exhibit 1

First Amendment Training Directive

Detroit Police Department

Training Directive

Numbered Directives shall be retained by all members
Number: ~~10-01~~
Date: ~~11/8/10~~

SUBJECT: FIRST AMENDMENT RIGHT TO DISTRIBUTE NON-COMMERCIAL PAMPHLETS AND HANDBILLS

This Training Directive is intended to remind members of the department that the First Amendment protects the right of persons in public places to distribute non-commercial handbills and pamphlets. No permit or license is required and there are no statutes or ordinances that limit an individual's right to do so.

Detroit City Code Section 3-2-1 does not apply to non-commercial handbills, circulars, pamphlets or other written material. Section 3-2-1 states:

> a. It shall be unlawful for any person to distribute or cause to be distributed any ***commercial*** handbills, circulars or advertising cards that solicit patronage for goods, wares, merchandise, services, real estate or any other thing within the Loop or Loop District, which is defined in Section 1-1-2 of this Code as the area bounded on the south by the south line of East Jefferson Avenue and West Jefferson Avenue; on the east by the east line of St. Antoine; on the north by the north line of Columbia Street; and on the west by the west line of First Street.
>
> b. The provisions of this section ***shall not apply to*** established newspapers or periodicals ***or to noncommercial*** circulars, handbills, or cards which do not solicit patronage for profit.

Furthermore, there is no permit or license required to distribute noncommercial handbills or pamphlets.

The First Amendment to the United States Constitution protects, among other things, the right of freedom speech and expression. The United States Supreme Court has repeatedly made it clear that this constitutional right includes written as well as verbal expression. It is of the utmost importance that members understand -- and act in accordance with that understanding -- that the First Amendment protects a freedom of expression without regard to the content of the message or whether an officer or others find it offensive, contemptuous or objectionable.

Questions can be directed to the Police Legal Advisor at 596-2151.

Exhibit 2

Retaliation Training Directive

SUBJECT: RETALIATION

The First Amendment protects the rights of individuals to verbally oppose, verbally criticize, or verbally question police action without thereby risking arrest or a citation. Although the First Amendment does not protect the right to physically obstruct a police officer or refuse to comply with a lawful police order, verbally opposing, criticizing or questioning police action does not constitute physical obstruction or resistance. These expressions are not criminal and cannot be punished constitutionally.

An individual has the right to question the basis for a police stop, ask for the ordinance underlying a police stop, and express his displeasure with a police stop. This protection extends to expletives and other language that an officer may find annoying or provocative. In the face of such verbal challenges, an officer must exercise a higher degree of restraint than the average citizen.

It is unlawful to arrest or ticket an individual for speech that verbally opposes or verbally questions police action. It is similarly unlawful to retaliate against an individual who verbally opposes or verbally questions police action by arresting or ticketing them for another offense. An officer cannot arrest such an individual for another offense unless the same action would have been taken even in the absence of the speech.

This directive is constitutionally required. It also is in keeping with our Law Enforcement Code of Ethics, in which every officer pledges "to maintain courageous calm in the face of danger, scorn or ridicule; develop self restraint and be constantly mindful of the welfare of others."

Exhibit 3

Loitering Training Directive

SUBJECT: LOITERING

Members of the department are reminded that "loitering," by itself, is not a crime, and cannot be the basis for an arrest or an investigative stop.

The Constitution protects the right to loiter or remain in a public place for an innocent purpose, or for no purpose at all. Loitering is not a crime in itself and cannot be punished constitutionally. Merely being present in an area where illegal activity is taking place or tends to take place is not illegal.

Section 38-1-3 of the Detroit City Code provides:

> It shall be unlawful for any person to loiter on any street, sidewalks, overpass or public place. For the purpose of this section, loitering is defined as the act of standing or idling in or about any street, sidewalk, overpass or public place ***so as to hinder or impede or tend to hinder or impede the passage of pedestrians or vehicles.***

No violation of section 38-1-3 occurs unless the person is engaged in conduct that hinders or impedes, or tends to hinder or impede, pedestrian or vehicle traffic. The act of standing or idling in or about a public place is not, by itself, a loitering offense.

Section 38-11-6 of the Detroit City Code provides:

> A person shall not ***knowingly remain*** in any building, apartment, store, automobile, boat, boathouse, airplane, or any other place where any controlled substance is illegally sold, dispensed, furnished, given away, stored, or kept ***with the intent to unlawfully use or possess such controlled substance.***

No violation of section 38-11-6 occurs unless the person knows of a drug offense in that place *and* intends to commit a drug offense. Merely being present in a place where a drug offense occurs is not illegal.

Because loitering by itself is not a criminal offense, it does not give rise to the "reasonable suspicion" required to justify an investigatory stop. The reasonable suspicion standard is not satisfied merely by loitering in a high-crime area or near a place where illegal activity occurs. To justify an investigatory stop for loitering, there must be reasonable suspicion of unlawful conduct, purpose, or intent on the part of the person being stopped.

Exhibit 4

Stipulated Order of Voluntary Dismissal

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

PHILLIP LETTEN, et al.,

Plaintiffs,

vs.

SCOTT HALL, et al.,

Defendants.
_____/

Hon. Avern Cohn

Case No. 10-cv-12182

STIPULATED ORDER OF VOLUNTARY DISMISSAL

A settlement having been reached in this matter, and the parties having stipulated to this order by and through counsel, it is hereby ORDERED that this case is DISMISSED WITH PREJUDICE.

Dated:

/s/
Hon. Avern Cohn
United States District Judge

Stipulated to by:

/s/
Jessie J. Rossman
Daniel S. Korobkin

Counsel for Plaintiffs

Dated:

/s/
Jane K. Mills

Counsel for Defendants

Dated:

RELEASE

(with Medicare Affidavit)

Matter No.: **A370007070 and 7332**

Case No.: **2:10-cv-12182 and 12183**

PHILLIP LETTEN and **KEN ANDERSON** (hereinafter "Plaintiffs") in consideration of the sum of **Twenty Thousand Dollars and No Cents ($20,000.00)**; the promises contained within the settlement agreement attached hereto; an executed stipulation for the entry of an order dismissing the underlying civil action identified herein; and, an executed Medicare Reporting and Indemnification Affidavit, hereby release the **City of Detroit**, a Michigan municipal corporation, and each officer, employee, agent and representative (hereinafter collectively the "Defendant") from any and all liability, actions or claims, legal and equitable, known and unknown, arising out of the events, transactions, and occurrences which are or could have been complained of in the civil actions referenced above entitled **Phillip Letten v. Scott Hall** and **Ken Anderson v. LaShawn Peoples**.

Plaintiffs understand that the payment to be made under this Release represents the compromise of a disputed claim and payment is not to be construed as an admission of liability on the part of Defendants.

As used in this Release, the term "Plaintiffs" includes each and every servant, agent, contractor, attorney, employee, representative, family member, heir, related corporation, subsidiary, division, affiliate, director, and officer of Plaintiffs, if any.

THIS RELEASE, the promises contained within the settlement agreement attached hereto, and the attached Medicare Reporting and Indemnification Affidavit, which by this reference are made a part hereof, constitute the entire understanding between Plaintiffs and Defendants. The provisions of this Release and said attachments are binding upon the respective heirs, affiliates, executors, administrators, and successors of the Plaintiffs forever.

The parties hereto acknowledge that receipt of the aforementioned sum is conditioned upon the approval of the Detroit City Council. Said parties understand that the Law Department will make reasonable efforts to achieve City Council approval and, subsequently, to promptly process an application for payment. Nevertheless, because these procedures take time (normally forty-five (45) - ninety (90) days) it is hereby acknowledged that Time is not of the Essence and no day certain for the issuance of any check can be given.

IN WITNESS WHEREOF, the Plaintiff has affixed his signature appearing below at Howell, Michigan on October 20 2011.

Witnessed By:

Jessica Fritz
Signature
Print Name: Jessica Fritz

Julia Sullivan
Signature
Print Name: Julia Sullivan

Phillip Letten
PHILLIP LETTEN
Plaintiff's Signature

Address [redacted]

[redacted]
Attorney's Federal ID Number

STATE OF Mi.)
) SS
COUNTY OF Livingston)

This Release was acknowledged before me this 20 day of October, 2011, by **PHILLIP LETTEN**, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Release, and that all necessary approvals, if any are required, have been obtained beforehand.

Deborah Ann Carlton
NOTARY PUBLIC

DEBORAH ANN CARLTON
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Oct 2, 2013
ACTING IN COUNTY OF LIVINGSTON

State of Mi, County of Livingston

Print Name: Deborah Ann Carlton

My Commission Expires: 10/02/2013

Note: Should this release be signed by the Plaintiff outside of the State of Michigan that fact must be noted in the appropriate area above and the out of state notary must attach a certificate of notarial authority from the state he or she is authorized to act as a notary.

Settlement Agreement

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. Attorney Daniel S. Korobkin is 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.

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22. The Parties agree to the form and content of the proposed order dismissing this Action, attached as Exhibit 4. The proposed order shall be filed upon execution of this Agreement.

Signed and agreed to by:

_____ DATE: _____

Jane K. Mills
City of Detroit Law Department
660 Woodward Ave., Ste. 1650
Detroit, MI 48226

Daniel S. Korobkin DATE: 10/23/11
ACLU Fund of Michigan
2966 Woodward Ave.
Detroit, MI 48201

Exhibit 1

First Amendment Training Directive

SUBJECT: FIRST AMENDMENT RIGHT TO DISTRIBUTE NON-COMMERCIAL PAMPHLETS AND HANDBILLS

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> b. The provisions of this section ***shall not apply to*** established newspapers or periodicals ***or to noncommercial*** circulars, handbills, or cards which do not solicit patronage for profit.

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SUBJECT: LOITERING

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Exhibit 4

Stipulated Order of Voluntary Dismissal

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

PHILLIP LETTEN, et al.,

Plaintiffs,

Hon. Avern Cohn

Case No. 10-cv-12182

vs.

SCOTT HALL, et al.,

Defendants.
_____/

STIPULATED ORDER OF VOLUNTARY DISMISSAL

A settlement having been reached in this matter, and the parties having stipulated to this order by and through counsel, it is hereby ORDERED that this case is DISMISSED WITH PREJUDICE.

Dated:

/s/
Hon. Avern Cohn
United States District Judge

Stipulated to by:

/s/
Jessie J. Rossman
Daniel S. Korobkin

Counsel for Plaintiffs

Dated:

/s/
Jane K. Mills

Counsel for Defendants

Dated:

RELEASE

(with Medicare Affidavit)

Matter No.: **A370007070 and 7332**

Case No.: **2:10-cv-12182 and 12183**

PHILLIP LETTEN and **KEN ANDERSON** (hereinafter "Plaintiffs") in consideration of the sum of **Twenty Thousand Dollars and No Cents ($20,000.00)**; the promises contained within the settlement agreement attached hereto; an executed stipulation for the entry of an order dismissing the underlying civil action identified herein; and, an executed Medicare Reporting and Indemnification Affidavit, hereby release the **City of Detroit**, a Michigan municipal corporation, and each officer, employee, agent and representative (hereinafter collectively the "Defendant") from any and all liability, actions or claims, legal and equitable, known and unknown, arising out of the events, transactions, and occurrences which are or could have been complained of in the civil actions referenced above entitled **Phillip Letten v. Scott Hall** and **Ken Anderson v. LaShawn Peoples**.

Plaintiffs understand that the payment to be made under this Release represents the compromise of a disputed claim and payment is not to be construed as an admission of liability on the part of Defendants.

As used in this Release, the term "Plaintiffs" includes each and every servant, agent, contractor, attorney, employee, representative, family member, heir, related corporation, subsidiary, division, affiliate, director, and officer of Plaintiffs, if any.

THIS RELEASE, the promises contained within the settlement agreement attached hereto, and the attached Medicare Reporting and Indemnification Affidavit, which by this reference are made a part hereof, constitute the entire understanding between Plaintiffs and Defendants. The provisions of this Release and said attachments are binding upon the respective heirs, affiliates, executors, administrators, and successors of the Plaintiffs forever.

The parties hereto acknowledge that receipt of the aforementioned sum is conditioned upon the approval of the Detroit City Council. Said parties understand that the Law Department will make reasonable efforts to achieve City Council approval and, subsequently, to promptly process an application for payment. Nevertheless, because these procedures take time (normally forty-five (45) - ninety (90) days) it is hereby acknowledged that Time is <u>not</u> of the Essence and no day certain for the issuance of any check can be given.

IN WITNESS WHEREOF, the Plaintiff has affixed his signature appearing below at 2966 WOODWARD DETROIT MI 48201, Michigan on OCT 21, 2011.

Witnessed By:

Signature
Print Name: Elizabeth Young

Signature
Print Name: Pam Jeden

KEN ANDERSON
Plaintiff's Signature

Address [redacted]

[redacted]
Attorney's Federal ID Number

STATE OF Michigan)
) SS
COUNTY OF Wayne)

This Release was acknowledged before me this 21st day of October, 2011, by **KEN ANDERSON**, who hereby declares under penalty of perjury under the laws of the State of Michigan that he or she is authorized in fact and law to execute this Release, and that all necessary approvals, if any are required, have been obtained beforehand.

Daniel S. Korobkin
NOTARY PUBLIC

State of Michigan, County of Washtenaw

Print Name: Daniel S. Korobkin

My Commission Expires: 11/20/2017

Note: Should this release be signed by the Plaintiff outside of the State of Michigan that fact must be noted in the appropriate area above and the out of state notary must attach a certificate of notarial authority from the state he or she is authorized to act as a notary.

Settlement Agreement

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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. Attorney Daniel S. Korobkin is 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 regarding paragraph 18 to all members of the Department via an A-Distribution within 30 days of this Agreement.

20. The City agrees that this statement regarding paragraph 18 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.

21. The City shall pay the total amount of $ 20,000.00 to Phillip Letten, Ken Anderson, and their counsel at the ACLU Fund of Michigan.

22. The Parties agree to the form and content of the proposed order dismissing this Action, attached as Exhibit 4. The proposed order shall be filed upon execution of this Agreement.

Signed and agreed to by:

_____ DATE: _____

Jane K. Mills
City of Detroit Law Department
660 Woodward Ave., Ste. 1650
Detroit, MI 48226

Daniel S. Korobkin S. Kor

DATE: 10/21/2011

Daniel S. Korobkin
ACLU Fund of Michigan
2966 Woodward Ave.
Detroit, MI 48201

Exhibit 1

First Amendment Training Directive

Detroit Police Department

Training Directive

Numbered Directives shall be retained by all members
Number: ~~10-01~~
Date: ~~11/0/10~~

SUBJECT: FIRST AMENDMENT RIGHT TO DISTRIBUTE NON-COMMERCIAL PAMPHLETS AND HANDBILLS

This Training Directive is intended to remind members of the department that the First Amendment protects the right of persons in public places to distribute non-commercial handbills and pamphlets. No permit or license is required and there are no statutes or ordinances that limit an individual's right to do so.

Detroit City Code Section 3-2-1 does not apply to non-commercial handbills, circulars, pamphlets or other written material. Section 3-2-1 states:

> a. It shall be unlawful for any person to distribute or cause to be distributed any ***commercial*** handbills, circulars or advertising cards that solicit patronage for goods, wares, merchandise, services, real estate or any other thing within the Loop or Loop District, which is defined in Section 1-1-2 of this Code as the area bounded on the south by the south line of East Jefferson Avenue and West Jefferson Avenue; on the east by the east line of St. Antoine; on the north by the north line of Columbia Street; and on the west by the west line of First Street.
>
> b. The provisions of this section ***shall not apply to*** established newspapers or periodicals ***or to noncommercial*** circulars, handbills, or cards which do not solicit patronage for profit.

Furthermore, there is no permit or license required to distribute noncommercial handbills or pamphlets.

The First Amendment to the United States Constitution protects, among other things, the right of freedom speech and expression. The United States Supreme Court has repeatedly made it clear that this constitutional right includes written as well as verbal expression. It is of the utmost importance that members understand -- and act in accordance with that understanding -- that the First Amendment protects a freedom of expression without regard to the content of the message or whether an officer or others find it offensive, contemptuous or objectionable.

Questions can be directed to the Police Legal Advisor at 596-2151.

Exhibit 2

Retaliation Training Directive

SUBJECT: RETALIATION

The First Amendment protects the rights of individuals to verbally oppose, verbally criticize, or verbally question police action without thereby risking arrest or a citation. Although the First Amendment does not protect the right to physically obstruct a police officer or refuse to comply with a lawful police order, verbally opposing, criticizing or questioning police action does not constitute physical obstruction or resistance. These expressions are not criminal and cannot be punished constitutionally.

An individual has the right to question the basis for a police stop, ask for the ordinance underlying a police stop, and express his displeasure with a police stop. This protection extends to expletives and other language that an officer may find annoying or provocative. In the face of such verbal challenges, an officer must exercise a higher degree of restraint than the average citizen.

It is unlawful to arrest or ticket an individual for speech that verbally opposes or verbally questions police action. It is similarly unlawful to retaliate against an individual who verbally opposes or verbally questions police action by arresting or ticketing them for another offense. An officer cannot arrest such an individual for another offense unless the same action would have been taken even in the absence of the speech.

This directive is constitutionally required. It also is in keeping with our Law Enforcement Code of Ethics, in which every officer pledges "to maintain courageous calm in the face of danger, scorn or ridicule; develop self restraint and be constantly mindful of the welfare of others."

Exhibit 3

Loitering Training Directive

SUBJECT: LOITERING

Members of the department are reminded that "loitering," by itself, is not a crime, and cannot be the basis for an arrest or an investigative stop.

The Constitution protects the right to loiter or remain in a public place for an innocent purpose, or for no purpose at all. Loitering is not a crime in itself and cannot be punished constitutionally. Merely being present in an area where illegal activity is taking place or tends to take place is not illegal.

Section 38-1-3 of the Detroit City Code provides:

> It shall be unlawful for any person to loiter on any street, sidewalks, overpass or public place. For the purpose of this section, loitering is defined as the act of standing or idling in or about any street, sidewalk, overpass or public place ***so as to hinder or impede or tend to hinder or impede the passage of pedestrians or vehicles.***

No violation of section 38-1-3 occurs unless the person is engaged in conduct that hinders or impedes, or tends to hinder or impede, pedestrian or vehicle traffic. The act of standing or idling in or about a public place is not, by itself, a loitering offense.

Section 38-11-6 of the Detroit City Code provides:

> A person shall not ***knowingly remain*** in any building, apartment, store, automobile, boat, boathouse, airplane, or any other place where any controlled substance is illegally sold, dispensed, furnished, given away, stored, or kept ***with the intent to unlawfully use or possess such controlled substance.***

No violation of section 38-11-6 occurs unless the person knows of a drug offense in that place *and* intends to commit a drug offense. Merely being present in a place where a drug offense occurs is not illegal.

Because loitering by itself is not a criminal offense, it does not give rise to the "reasonable suspicion" required to justify an investigatory stop. The reasonable suspicion standard is not satisfied merely by loitering in a high-crime area or near a place where illegal activity occurs. To justify an investigatory stop for loitering, there must be reasonable suspicion of unlawful conduct, purpose, or intent on the part of the person being stopped.

Exhibit 4

Stipulated Order of Voluntary Dismissal

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

PHILLIP LETTEN, et al.,

Plaintiffs,

vs.

SCOTT HALL, et al.,

Defendants.
_____/

Hon. Avern Cohn

Case No. 10-cv-12182

STIPULATED ORDER OF VOLUNTARY DISMISSAL

A settlement having been reached in this matter, and the parties having stipulated to this order by and through counsel, it is hereby ORDERED that this case is DISMISSED WITH PREJUDICE.

Dated:

/s/
Hon. Avern Cohn
United States District Judge

Stipulated to by:

/s/
Jessie J. Rossman
Daniel S. Korobkin

Counsel for Plaintiffs

Dated:

/s/
Jane K. Mills

Counsel for Defendants

Dated: