


NAME & TITLE	James L. Shea, City Solicitor	CITY OF BALTIMORE	
AGENCY NAME & ADDRESS	Baltimore City Law Department 100 N. Holliday Street, Suite 101; Baltimore, MD		
SUBJECT	Request for Approval of Settlement Agreement <i>Lauren Holmes, et al., v. Baltimore Police Dep't, et al., 1:20-cv-03392-RDB.</i>		
		MEMO	

TO: Honorable President and Members
of the Board of Estimates

Date: November 17, 2021

Department of Law – Settlement Agreement and Release

ACTION REQUESTED OF B/E

The Department of Law respectfully requests authorization to approve the settlement of a claim for attorneys' fees reached in *Lauren Holmes, et al. v. Baltimore Police Dep't, et al., 1:20-cv-03392-RDB.*

AMOUNT OF MONEY AND SOURCE OF FUNDS

The four Plaintiffs entered into a Settlement Agreement to resolve their claim for attorneys' fees for a total of \$125,000.00. Funds are available in account 1001-000000-2041-716700-603070.

BACKGROUND/EXPLANATION

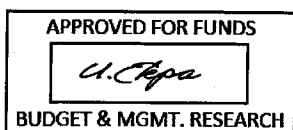
Four Plaintiffs filed suit against the Baltimore Police Department ("BPD"), former Baltimore Commissioner Kevin Davis and the Mayor & City Council of Baltimore arising out of their interactions with BPD members in the Harlem Park neighborhood following the shooting death of Detective Sean Suiter in 2017. After the shooting, BPD maintained as a crime scene several square blocks of the neighborhood for multiple days.

The Plaintiffs, who are residents of Harlem Park, allege that BPD's presence impeded their free access to their homes and that they were stopped by BPD officers without cause. The lawsuit claims violations of the Fourth and Fourteenth Amendment rights pursuant to 42 U.S.C. § 1983 as well as violations of Article 26 of the Maryland Declaration of Rights. Plaintiffs demanded both monetary and non-monetary relief.


These underlying claims were settled on or about June 30, 2021. As a prevailing party, Plaintiffs are entitled to attorneys' fees pursuant to 42 U.S.C. § 1988.

APPROVED FOR FUNDS BY FINANCE

The Settlement Agreement has been approved and fully executed. It is attached hereto as Exhibit A.



By *Unyime.Ekpa* at 4:28:45 PM, 11/17/2021



James L. Shea
City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

Clerk Date

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this **DEC 08 2021** day of _____, 2021, by, between, and among Lauren Holmes, Nicole Lee, Luella Lawson, and Jaquetta Bullock (the "Releasing Parties"), and the undersigned, Baltimore Police Department ("BPD"), the Mayor and City Council of Baltimore, and former Baltimore Police Commissioner Kevin Davis ("Released Parties"). The Released Parties together with the Releasing Parties are referred to herein as the "Settling Parties."

RECITALS

WHEREAS, Releasing Parties filed a Complaint in the United States District Court for the District of Maryland, substantially or similarly styled *Lauren Holmes, et al. v. Baltimore City Police Department, et al.*, Case No. 1:19-cv-03392 (the "Litigation");

WHEREAS, the Settling Parties resolved the Releasing Parties' underlying claims upon notification to the Baltimore City Board of Estimates and pursuant to four identical Settlement Agreements, executed on or about June 30, 2021 (the "First Settlement Agreement");

WHEREAS, under Paragraph 9 of the First Settlement Agreement, the Released Parties agreed to pay the Releasing Parties' reasonable attorneys' fees and further agreed that the Releasing Parties shall be deemed to be the prevailing parties for the limited purpose of attorneys' fees pursuant to 42 U.S.C. §1988;

WHEREAS, the Settling Parties now desire to fully compromise and settle finally and forever the Releasing Parties' attorneys' fee payment, including any now existing or such other future claims or disputes asserted or which could have been asserted of whatever nature, including without limitation, any and all claims, causes of action, costs and demands of

whatever name or nature, in any manner by the Releasing Party arising, growing out of, or on account of any Releasing Parties' Losses, the Litigation, or the Occurrence, against the Released Parties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby covenant and agree as follows:

1. **Recitals:** The foregoing recitals are incorporated into and made part of this Agreement.

2. **Payment:** In consideration of the Released Parties' entry into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Releasing Parties, the City shall make the sum total payment to the Releasing Parties of One Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), on behalf of the Released Parties, payable to "ACLU of Maryland Foundation" at 3600 Clipper Mill Road, #350, Baltimore, Maryland 21211 as full and final payment for making the Release and abiding by the terms set forth in this Agreement (the "Settlement Sum").

3. **Dismissal:** Within ten (10) business days of the date of approval by the City's Board of Estimates as outlined in Paragraph 4 of this Agreement, , receipt of settlement proceeds, or notification to counsel for the Releasing Parties that the expungements required by Paragraph 5 of the First Settlement Agreement have occurred, whichever comes last, the Releasing Parties shall file with the Court the Joint Motion for Dismissal and Proposed Order contained as an attachment to, and referred to in Paragraph 10 of the First Settlement Agreement..

4. **Approval by City's Board of Estimates:** The Settling Parties understand that payment of the Settlement Sum as set forth in this Agreement is subject to, and contingent upon, the prior approval by Baltimore City's Board of Estimates. In the event that the Board of Estimates rejects the settlement, this Agreement will become void and of no legal effect, whereupon the parties could continue to seek relief through the Litigation regarding the Occurrence. The Released Parties and their counsel agree to present this settlement to the Board of Estimates, together with their recommendation that this settlement be approved.

5. **Warranty of Capacity to Enter Into Release:** The Releasing Parties represent and warrant that no other person or entity has any interest in the claims, demands, allegations or causes of action referred to in this Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Agreement, to receive the sum specified in it and to release all claims on their behalf, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, obligation or causes of action referred to in this Agreement. If any person should assert a claim on behalf of the Releasing Parties for damages against any of the Released Parties claiming that the Releasing Parties did not have the right or authority to enter into this Agreement or receive the monies hereunder, the Releasing Parties agree to indemnify, defend, and hold harmless the Released Parties from any and all claims or contentions, damages, costs, liability and attorneys' fees as a consequence or result of such claim or lawsuit.

6. **General Release and Covenant not to Sue:** In consideration of the payment of the Settlement Sum and other good and valuable consideration, the Releasing Parties, their

heirs, assigns, agents, representatives, attorneys and successors in interest hereby unconditionally release and forever discharge and covenant not to sue the Released Parties, their officials, agents, employees, employers, agencies, departments, directors, officers, members, representatives, assigns, attorneys, successors in interest, and all other persons, firms, entities, governmental entities, and corporations from any and all Claims which the Releasing Parties may now or hereafter have or claim to have, arising out of, or in any way related to, the Occurrence, Releasing Parties' Losses, and/or the allegations or claims asserted, or that could have been asserted, in the Litigation, provided, however, the obligations of the Settling Parties under this Agreement shall continue in full force and effect.

As referred to herein, the term "Claims" shall mean and include, but is not limited to, any and all losses, costs, expenses, debts, actions (constitutional or statutory, in law, or in equity), causes of action, suits, damages, claims, demands and all other claims, liabilities and obligations of any nature whatsoever including but not limited to any and all claims for discrimination under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Equal Pay Act, the Older Worker Benefits Protection Act, the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Americans With Disabilities Act, the Employee Retirement Income Security Act, any claims under § 1983 ("*Monell* claims") and any comparative state law, whether presently known or unknown, including attorneys' and consultant's fees.

7. **Costs and Expenses.** Except as otherwise provided herein, the Settling Parties will be responsible for their own respective costs and expenses incurred in connection with the

prosecution, defense and settlement of the claims asserted by the Releasing Parties in the Litigation.

8. **No Admission of Liability:** It is understood and agreed by the Settling Parties that this Agreement and the Releases contained herein shall not be construed as an admission of liability on the part of any of the Parties, any such liability being expressly denied, and that rather, the purpose of this Agreement is to fully and finally resolve all differences amongst the Parties and to allow the Parties to avoid the time, expense and uncertainties of protracted litigation.

9. **Medicare/Medicaid Liens:** The Releasing Parties understand that Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA") imposes a lien (the "Medicare Lien") for reimbursement of certain payments made by Medicare. The Settling Parties understand and believe that there are no outstanding Medicare Liens. Notwithstanding this, in the event that payment of the claims results in an obligation to reimburse Medicare, the Releasing Parties agree to make such reimbursement and agrees that his attorneys may retain sufficient funds in the attorneys' escrow account to satisfy the Medicare Lien. If the Releasing Parties or their attorneys fail to satisfy a Medicare Lien, and that failure causes the Released Parties to pay or reimburse any person or entity any amount MMSEA specifies, the Releasing Parties agree to reimburse the Released Parties' payment or reimbursement to such person or entity. Upon receipt of documentation from Medicare that any Medicare Lien is satisfied, the Releasing Part will send a copy of such documentation to the Released Parties.

10. **No Evidence of Need to Indemnify:** It is understood and agreed by the Settling Parties that this Agreement and/or corresponding settlement or payment of the Settlement Sum is not to be construed as evidence of an obligation on behalf of the Released Parties to indemnify any person who may be covered under this Agreement for claims of intentional conduct, as such contention is expressly denied.

11. **Entire Agreement of the Parties:** It is understood and agreed by the Settling Parties that this Agreement together with the First Settlement Agreement constitute the entire agreement among the Settling Parties with respect to the subject matter of the Litigation supersede all other prior and contemporaneous written or oral agreements and discussions. This Agreement is not intended to supplant, replace, or otherwise modify the First Settlement Agreement. The sole intent of this Agreement is to resolve attorneys' fees as outlined in Paragraph 9 of the First Settlement Agreement. All of the provisions of the First Settlement Agreement shall remain in effect. This Agreement and the First Settlement Agreement resolve entirely all disputes between and among the Settling Parties regarding the Litigation. No outstanding issues remain.

12. **Drafting of the Agreement.** The Settling Parties acknowledge and agree that this Agreement represents the product of negotiations by the Settling Parties and shall not be deemed to have been drafted exclusively by any one party. In the event of a dispute regarding the meaning of any language contained in this Agreement, the Settling Parties agree that the same shall be accorded a reasonable construction and shall not be construed more strongly against one party than the other.

13. **Severability:** In the event that any covenant, condition, or other provision contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by law.

14. **WAIVER OF JURY TRIAL:** TO THE EXTENT AN ACTION IS FILED IN ANY COURT IN CONNECTION WITH ANY COVENANT, TERM OR CONDITION OF THIS AGREEMENT, RELEASING PARTY AND SETTLING PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.

15. **Knowing and Voluntary Act:** The Settling Parties represent that each read this Agreement and acknowledge that each has been represented or had the opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that Settling Parties voluntarily and knowingly executed this Agreement of their own free will and/or with the consent and/or on the advice of such legal counsel. Each of the Parties further acknowledge that each and/or such party's counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein.

16. **Survival of Terms:** The Settling Parties agree that this Agreement shall upon approval inure to the benefit of the Releasing Party and Settling Parties and their respective

agents, assigns, partners, heirs, executors, administrators, and personal or legal representatives. The Settling Parties understand and agree that the terms, covenants, and conditions set forth in this Agreement shall survive the closing of the Agreement.

17. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to its conflicts of law provisions, and any legal actions presenting disputes arising out of or under this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Baltimore City, Maryland.

18. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. An emailed, facsimile or copy signature will be binding and legal in all respects as if it were an original signature to this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized representatives as of the date first written above:

WITNESS

Lauren Holmes (SEAL)

WITNESS


Nicole Lee (SEAL)

WITNESS

Luella Lawson (SEAL)

WITNESS

Jaquetta Bullock (SEAL)



WITNESS


By:  (SEAL)
James L. Shea, Baltimore City Solicitor

Approved as to Form and Legal Sufficiency **APPROVED BY THE BOARD OF ESTIMATES**

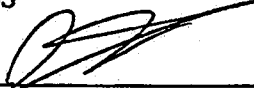
By: _____
Assistant Solicitor
Department of Law

By: _____
Clerk Date -


IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized representatives as of the date first written above:



WITNESS



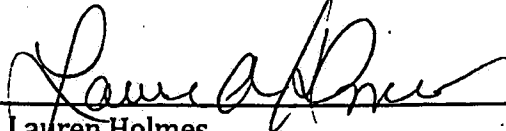
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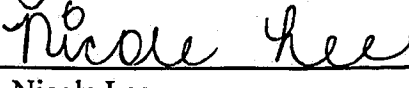
WITNESS



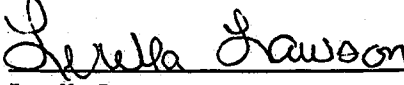
WITNESS



Lauren Holmes (SEAL)



Nicole Lee (SEAL)



Luella Lawson (SEAL)



Jaquetta Bullock (SEAL)

WITNESS

By: _____ (SEAL)
James L. Shea, Baltimore City Solicitor

Approved as to Form and Legal Sufficiency **APPROVED BY THE BOARD OF ESTIMATES**

By: _____
Assistant Solicitor
Department of Law

By: _____
Clerk Date