SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ____ day of December, 2021, by, between, and among Leaders of a Beautiful Struggle, Erricka Bridgeford, and Kevin James (the "Releasing Parties"), and the Baltimore Police Department (the "BPD") and Baltimore Police Commissioner Michael S. Harrison (collectively, the "Released Parties"). The Released Parties together with the Releasing Parties are referred to herein as the "Settling Parties."

RECITALS

WHEREAS, the Releasing Parties filed a Complaint in the United States District Court for the District of Maryland against the Released Parties styled *Leaders of a Beautiful Struggle, et al. v. Baltimore Police Dep't, et al.,* 1:20-cv-00929-RDB (the "Litigation"); and

WHEREAS, the Releasing Parties allege that BPD, through its contract with Persistent Surveillance Systems, LLC ("PSS"), which operated the Aerial Investigative Research ("AIR") program in Baltimore City, (*see* Litigation, Dkt. 3-2, Professional Services Agreement, defining the AIR program's participants, objectives, and manner of operation) violated and would violate rights secured by the United States Constitution and cause them harm ("the Occurrence") (hereinafter "Releasing Party's Losses");

WHEREAS, the Settling Parties are desirous of settling all existing or future claims, disputes, and actions between and among them of whatever nature arising, growing out of, or on account of any Releasing Party's Losses, the Litigation, or the Occurrence, against the Released Parties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, 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 Releasing Parties' entry into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Settling Parties, within sixty (60) days of approval by the City's Board of Estimates as outlined in Paragraph 3, the City shall remit to the Releasing Parties Ninety-nine thousand dollars ($99,000.00) on behalf of the Released Parties (the "Settlement Sum"). The Settlement Sum represents full and final payment for any attorneys' fees to which the Releasing Parties may be entitled pursuant to 42 U.S.C. § 1988, incurred by the Releasing Parties in connection with the Occurrence and/or Litigation, and for the making of the Release. Monetary damages were not claimed, and are not owed, by the Released Parties to the Releasing Parties.

3. **Approval by City's Board of Estimates:** The Releasing 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, that rejection will not void the entire Agreement, but Paragraph 2 of this Agreement will become void and of no legal effect, whereupon the Released Parties agree that they will pay the Releasing Parties reasonable attorney's fees in an amount to be determined by the Court hearing this action pursuant to the standards governing claims for attorneys' fees under 42 U.S.C. § 1988, and further agree that with respect to such an adjudication, that the Releasing

Parties shall be deemed to be the prevailing parties for that limited purpose, and the only issue to be decided by the Court shall be the reasonable fee to be awarded. 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.

4. **Non-Monetary Relief**: In consideration of the settlement of the Releasing Parties' claims, the Released Parties agree as follows:

A. The Released Parties, their agents, employees, successors in office, and others acting in concert with them will not resume operation of the AIR program in Baltimore City.

B. The Released Parties, their agents, employees, successors in office, and others acting in concert with them will not access any data generated by the operation of the AIR program ("AIR program data") for any reason, subject to the exceptions in paragraphs 4.C through 4.G.

C. The Released Parties, their agents, employees, successors in office, and others acting in concert with them may access AIR program data in reports generated by PSS for the Released Parties prior to June 24, 2021, for the purpose of sharing those reports with (1) government prosecutors in criminal prosecutions existing as of June 24, 2021, or (2) defendants in criminal prosecutions.

D. PSS shall maintain sole possession of all other AIR program data consistent with the continuing confidentiality obligations and use limitations contained in the Professional Services Agreement. Litigation, Dkt. No. 3-2; *see also infra* Paragraph 4.F. The Released Parties will not access, or authorize to be accessed, such data for any purpose, by any person or entity, except as set forth in this Paragraph 4. AIR program data that

already has been disseminated to the New York University Law School Policing Project, the RAND Corporation, the University of Baltimore, or the public as of November 19, 2021 shall not be subject to this Paragraph 4.D.

E. Nothing herein shall be construed to preclude criminal defendants and their attorneys, experts, investigators, and other members of the defense team from accessing AIR program data via the discovery process while assisting in the preparation of a criminal defense of an accused, and nothing herein shall alter a criminal defendant's right to discovery of such data or ability to access such data.

F. The Released Parties, their agents, employees, successors in office, and others acting in concert with them will release AIR program data to government prosecutors only in connection with prosecutions already existing on June 24, 2021. Upon the approval of this Agreement, the Released Parties agree to issue the correspondence attached as Exhibit A. If the Released Parties become aware of PSS's disclosure of AIR program data to any third party, they shall notify the Releasing Parties. The decision of a prosecutor to charge a case after June 24, 2021 relying on AIR program data transmitted prior to August 25, 2021, shall not be construed as a violation of this Agreement. Nothing in this Agreement shall be construed as an assumption of liability on the part of the Released Parties for the actions or inactions of the Office of the State's Attorney nor the Office of the United States Attorney.

G. Subject to Paragraph 5, nothing herein shall be construed as requiring the Released Parties, their agents, employees, successors in office, and others acting in concert with them to remove, redact, or destroy any AIR program data currently in their possession.

5. **Expungement of Certain Records**: In consideration of the settlement of the Releasing Parties' claims, and subject to the conditions in this paragraph, the Released Parties agree to expunge from BPD records all AIR program data in BPD's possession pursuant to and contingent upon the entry of the agreed-upon proposed Court Order, attached hereto as Exhibit B, and further agree to direct PSS to expunge AIR program data. The AIR program data shall be expunged from BPD records once every criminal prosecution which relies upon information or evidence obtained or derived from the AIR program is final, and the direct appeal of all such prosecutions has been exhausted or rendered untimely. For the purposes of assessing when the direct appeal of all such prosecutions has been exhausted or rendered untimely, information or evidence is "derived" from the AIR program when the government would not have originally possessed the information or evidence but for the AIR program, regardless of any claim that the information or evidence is attenuated from the AIR program, would inevitably have been discovered, or was subsequently reobtained through other means. The Released Parties agree to notify counsel for the Releasing Parties in writing when the records have been expunged in accordance with this Paragraph.

6. **Request for Records**: Should the Releasing Parties believe that a violation of Paragraph 4 or 5 has occurred, they will notify counsel for the BPD. The Releasing Parties also may request records reasonably related to the potential violation. The Released Parties shall provide the requested records to the fullest extent permitted by law. If the Settling Parties disagree as to whether the requested records are disclosable under the law, the Releasing Parties may file a motion in this action requesting that this Court order their disclosure. In response to such a motion, the Released Parties reserve the right to identify legal authorities that preclude disclosure and to contest the relevance of the requested records, but otherwise will not oppose the issuance of such

court order. To the extent that requested records have been expunged pursuant to Paragraph 5, the Released Parties shall so inform the Releasing Parties, which will satisfy the request for such records.

7. **Notice and Opportunity to Cure**: If, at any time, the Releasing Parties believe that the Released Parties have not complied with Paragraph 4 or 5, Releasing Parties agree to provide written notice to the Released Parties and their counsel by certified mail postage pre-paid:

Police Commissioner
Baltimore Police Department
242 W. 29th Street
Baltimore, MD 21211
With copy to:

Chief, Police Legal Affairs
100 N. Holliday Street, Room 101
Baltimore, Maryland 21212

The Releasing Parties agree to provide the Released Parties thirty (30) days from the date such notice is received to cure any alleged compliance issue prior to taking legal action, or requesting any records pursuant to Paragraph 6.

8. **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 Settlement Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Settlement 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 Settlement Agreement. If any person should assert a claim on behalf of the Releasing Party for damages against any of the Released Parties claiming that the Releasing Party did not have the right or authority to enter into this Settlement Agreement or receive the

monies hereunder, the Releasing Party agrees 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.

9. **General Release and Covenant not to Sue:** In consideration of the payment of the Settlement Sum and other good and valuable consideration, and upon the issuance of the Order dismissing the Released Parties from all Released Claims, the Releasing Parties, his, her, or its heirs, assigns, agents, representatives, attorneys and successors in interest shall be deemed to have fully, finally, and forever released, relinquished, and discharged, and covenant not to sue the Released Parties, their officials, agents, employees, employers, agencies, departments, directors, officers, members, representatives, assigns, attorneys, successors in interest, from any and all Claims which the Releasing Parties may now or hereafter have or claim to have that could have been raised at this time, in this Litigation, arising out of, or in any way related to, the Occurrence and the allegations or claims asserted; provided, however, the obligations of the Settling Parties under this Agreement shall continue in full force and effect.

10. **Dismissal:** Within ten (10) business days of receipt of the Settlement Sum, the Releasing Party shall file with the Court the Joint Motion for Dismissal and Proposed Order attached as Exhibit C to this Agreement.

11. **Enforcement of Agreement and Retention of Jurisdiction:** The Settling Parties agree that this Agreement may be enforced in the United States District Court for the District of Maryland by any of the parties acting alone or in concert, and shall ask the United States District Court for the District of Maryland to retain jurisdiction over the case for the purpose of enforcing this Agreement. The Settling Parties agree that they will not challenge the Court's jurisdiction to enforce this Agreement and will not challenge the enforceability of the agreement under Federal

Rule of Civil Procedure 65(d). If the Court elects not to retain jurisdiction for the purpose of enforcing this Agreement, the Settling Parties will renegotiate this Agreement to provide for terms allowing the agreement to be enforced. Any party that prevails in an action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees pursuant to 42 U.S.C. § 1988.

12. **Costs and Expenses:** Except as provided in this Agreement, each party will be responsible for his, her or its own costs and expenses incurred in connection with the prosecution, defense and settlement of the claims asserted by the Releasing Party against the Released Parties.

13. **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 the Released 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 Settling Parties and to allow the Settling Parties to avoid the time, expense and uncertainties of protracted litigation.

14. **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 Settling Sum is not to be construed as evidence of an obligation on behalf of the City to indemnify any person who may be covered under this Agreement for claims of intentional conduct, as such contention is expressly denied.

15. **Entire Agreement of the Settling Parties:** It is understood and agreed by the Settling Parties that this Agreement (together with the attachments) constitutes the entire Agreement among the Settling Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous written or oral agreements and discussions. This Agreement may only be amended by a writing signed by all parties hereto.

16. **Attachments:** The Attachments to this Agreement are material and integral parts of the Agreement, and are fully incorporated herein as if set forth in full in this Agreement.

17. **Drafting of the Agreement:** The Settling Parties acknowledge and agree that this Agreement represents the products of negotiations 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 other than the other.

18. **Severability:** In the event that any covenant, condition, or other provisions 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.

19. **WAIVER OF JURY TRIAL: TO THE EXTENT AN ACTION IS FILED IN ANY COURT FOR A BREACH OF ANY COVENANT, TERM OR CONDITION OF THIS AGREEMENT, THE SETTLING PARTIES HEREBY VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.**

20. **Knowing and Voluntary Act:** Each of the Settling Parties represents that each has read this Agreement and acknowledges 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 each party has voluntarily executed this Agreement with the consent and/or on the advice of such legal counsel. Each of the Settling Parties further acknowledges

that each and 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.

21. **Survival of Terms:** The Settling Parties agree that this Agreement shall upon approval inure to the benefit of the 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.

22. **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 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.

23. **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.

[REMINDER OF PAGE INTENTIONALLY BLANK]

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

RELEASING PARTIES:

_____ _____
Dayvon Love Witness: _____
Leaders of a Beautiful Struggle

_____ _____
Erricka Bridgeford Witness: _____

_____ _____
Kevin James Witness: _____

BALTIMORE POLICE DEPARTMENT & COMMISSIONER MICHAEL HARRISON:

_____ _____
Commissioner Michael Harrison Witness: _____

Approved for Form and
Legal Sufficiency:

APPROVED BY THE BOARD OF ESTIMATES

_____ By: _____
James L. Shea Clerk Date
Baltimore City Solicitor

NAME & TITLE	James L. Shea, City Solicitor	CITY OF BALTIMORE 10 MEMO	
AGENCY NAME & ADDRESS	Baltimore City Law Department 100 N. Holliday Street, Suite 101; Baltimore, MD		
SUBJECT	**Request for Approval of Settlement Agreement** ***Leaders of a Beautiful Struggle, et al. v. Balt. Police Dep't, et al., 1:20-cv-0929-RDB***		

TO: Honorable President and Members of the Board of Estimates

Date: December 14, 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 *Leaders of a Beautiful Struggle, et al. v. Balt. Police Dep't, et al.*, Case No. 1:20-cv-0929-RDB (D. Md. 2019).

AMOUNT OF MONEY AND SOURCE OF FUNDS

Plaintiffs, Leader of a Beautiful Struggle, Erricka Bridgeford, and Kevin Davis entered into a Settlement Agreement with Defendants Baltimore Police Dep't and Commissioner Michael S. Harrison to resolve their claims for attorneys' fees pursuant to 42 U.S.C. § 1988. The Settlement Agreement provides for a total of $99,000.00 in attorneys' fees. Funds are available in account number 1001-000000-2041-716700-603070.

BACKGROUND/EXPLANATION

On April 1, 2020, the Board of Estimates approved and authorized the execution of a professional services agreement between BPD and a private contractor for the purpose of conducting a 180-day pilot of the Aerial Investigative Research program. The ACLU, on behalf of Plaintiffs, immediately filed suit and a motion for preliminary injunction on the basis of violations of the First and Fourth Amendments.

The District Court denied Plaintiffs' motion for preliminary injunction, and the Fourth Circuit affirmed. An *en banc* panel of the Fourth Circuit reversed and remanded to the District Court for further proceedings, including the entry of the preliminary injunction.

As a prevailing party in a 42 U.S.C. § 1983 action, Plaintiffs are entitled to reasonable attorneys' fees.

APPROVED FOR FUNDS
U. Ekpa
BUDGET & MGMT. RESEARCH
By Unyime.Ekpa at 11:06:48 AM, 12/17/2021

APPROVED FOR FUNDS BY FINANCE

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

JAMES L. SHEA
City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

Clerk Date

JAN - 5 2022

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ____ day of JAN - 5 2022, 20____ by, between, and among Leaders of a Beautiful Struggle, Erricka Bridgeford, and Kevin James (the "Releasing Parties"), and the Baltimore Police Department (the "BPD") and Baltimore Police Commissioner Michael S. Harrison (collectively, the "Released Parties"). The Released Parties together with the Releasing Parties are referred to herein as the "Settling Parties."

RECITALS

WHEREAS, the Releasing Parties filed a Complaint in the United States District Court for the District of Maryland against the Released Parties styled *Leaders of a Beautiful Struggle, et al. v. Baltimore Police Dep't, et al.*, 1:20-cv-00929-RDB (the "Litigation"); and

WHEREAS, the Releasing Parties allege that BPD, through its contract with Persistent Surveillance Systems, LLC ("PSS"), which operated the Aerial Investigative Research ("AIR") program in Baltimore City, (*see* Litigation, Dkt. 3-2, Professional Services Agreement, defining the AIR program's participants, objectives, and manner of operation) violated and would violate rights secured by the United States Constitution and cause them harm ("the Occurrence") (hereinafter "Releasing Party's Losses");

WHEREAS, the Settling Parties are desirous of settling all existing or future claims, disputes, and actions between and among them of whatever nature arising, growing out of, or on account of any Releasing Party's Losses, the Litigation, or the Occurrence, against the Released Parties.

AGREEMENT

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

RELEASING PARTIES:

Dayvon Love
Leaders of a Beautiful Struggle

Witness: Candace Handy

Erricka Bridgeford

Witness: _____

Kevin James

Witness: _____

BALTIMORE POLICE DEPARTMENT & COMMISSIONER MICHAEL HARRISON:

Commissioner Michael Harrison

Witness: _____

Approved for Form and
Legal Sufficiency:

James L. Shea
Baltimore City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

By: _____
Clerk

JAN - 5 2022
Date

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

RELEASING PARTIES:

Dayvon Love
Leaders of a Beautiful Struggle

Witness: _____

Ericka Bridgeford

Witness: Leslie Overholser
12/8/2021

Kevin James

Witness: _____

BALTIMORE POLICE DEPARTMENT & COMMISSIONER MICHAEL HARRISON:

Commissioner Michael Harrison

Witness: _____

Approved for Form and
Legal Sufficiency:

James L. Shea
Baltimore City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

By: _____
Clerk

JAN - 5 2022
Date

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

RELEASING PARTIES:

Dayvon Love
Leaders of a Beautiful Struggle

Witness: _____

Erricka Bridgeford

Witness: _____

Kevin James

Witness: Suzanne Shaffer

BALTIMORE POLICE DEPARTMENT & COMMISSIONER MICHAEL HARRISON:

Commissioner Michael Harrison

Witness: _____

Approved for Form and
Legal Sufficiency:

James L. Shea
Baltimore City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

By: _____
Clerk

Date
JAN - 5 2022

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

RELEASING PARTIES:

[NAMES] **Witness:** _____

[NAMES] **Witness:** _____

[NAMES] **Witness:** _____

BALTIMORE POLICE DEPARTMENT & COMMISSIONER MICHAEL HARRISON:

Commissioner Michael Harrison

Witness: Eric Melancon - BPD Chief of Staff

Approved for Form and
Legal Sufficiency:

James L. Shea
Baltimore City Solicitor

APPROVED BY THE BOARD OF ESTIMATES

By: _____
Clerk

JAN – 5 2022
Date

Exhibit A

BALTIMORE POLICE DEPARTMENT

Brandon M. Scott
Mayor

Michael S. Harrison
Police Commissioner

November 19, 2021

Via Certified Mail and email: mcnuttr@pss-1.com

Ross T. McNutt, PhD, President
Persistent Surveillance Systems, LLC
140 North Valley Road
Xenia, OH 45385

Dear Dr. McNutt:

As you are aware, the Aerial Investigation Research ("AIR") pilot program, which was facilitated by a Professional Services Agreement between the Police Department of Baltimore City and Persistent Surveillance Systems LLC, dated April 1, 2020 (the "Agreement"), has been the subject of litigation. *Leaders of a Beautiful Struggle, et al., v. Baltimore Police Department, et al.*, D. Md. No. 20-cv-00929-RDB (the "Litigation").

Although the AIR pilot has concluded and the Agreement has been terminated, Persistent Surveillance Systems LLC ("PSS") assumed certain continuing obligations under the Agreement that survive its termination, to include confidentiality obligations, use limitations, and obligations relating to PSS's support of criminal prosecutions that rely on AIR evidence. *See, e.g.*, Agreement, ¶ 21.8; Exh. A.

The Baltimore Police Department ("BPD") has elected to resolve the Litigation by negotiated settlement, including BPD's agreement that AIR program data may not be released to anyone except (1) criminal defense teams and (2) government prosecutors in connection with prosecutions in existence on June 24, 2021. *See* Exh. B.

To facilitate compliance with this settlement term, BPD directs PSS to:

(1) only disclose AIR data to (A) criminal defense teams and (B) government prosecutors in connection with criminal prosecutions in existence on or before June 24, 2021;

(2) notify BPD via email to myself (eric.melancon@baltimorepolice.com) and BPD's Chief Legal Counsel, Lisa Walden (lisa.walden@baltimorepolice.org), promptly upon receipt of any request seeking disclosure of any AIR data, including a copy of any such request; and

(3) disclose data in response to such a request only upon authorization from BPD that the disclosure is consistent with this settlement term.

Sincerely,

_____
Eric Melancon, Chief of Staff

cc: Jeremy Travis, The Arnold Foundation (via Certified Mail and email: JTravis@arnoldventures.org)
Robert Embry, The Abell Foundation (via Certified Mail and email: embry@abell.com)
Wayne Waite, Esq., Persistent Surveillance Systems, LLC (via email: wwaite@pss-1.com)

Exhibit B

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

LEADERS OF A BEAUTIFUL STRUGGLE *et al.*,

Plaintiffs,

v.

BALTIMORE POLICE DEPARTMENT *et al.*,

Defendants.

No. 20-cv-929-RDB

[PROPOSED] ORDER FOR EXPUNGEMENT OF RECORDS

It is this _____ day of _____, 2021, upon request of all parties and pursuant to the Settlement Agreement entered between the parties in this case, hereby ORDERED:

The Baltimore Police Department shall expunge from its records all data generated by the operation of the Aerial Investigation Research pilot program ("AIR program"), and direct Persistent Surveillance Systems, LLC, to do the same.

This Order shall become effective only after every criminal prosecution which relies upon information or evidence obtained or derived from the AIR program is final, and the direct appeal of all such prosecutions has been exhausted or rendered untimely. Information or evidence is "derived" from the AIR program when the government would not have originally possessed the information or evidence but for the AIR program, regardless of any claim that the information or evidence is attenuated from the AIR program, would inevitably have been discovered, or was subsequently reobtained through other means.

_____
District Judge

Exhibit C

DRAFT

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

LEADERS OF A BEAUTIFUL STRUGGLE *et al.*, *Plaintiffs*, v. BALTIMORE POLICE DEPARTMENT *et al.*, *Defendants*.	No. 20-cv-929-RDB

JOINT MOTION FOR ENTRY OF AN AGREED ORDER OF DISMISSAL

Plaintiffs Leaders of a Beautiful Struggle, Erricka Bridgeford, and Kevin James ("Plaintiffs"), and Defendants Baltimore Police Department and Baltimore Police Commissioner Michael S. Harrison in his official capacity ("Defendants"), hereby jointly move this Court to enter the attached Agreed Order of Dismissal (the "Order"). In support of this Motion, the parties state the following:

1. On [date], Plaintiffs entered into a Settlement Agreement with Defendants (the "Settlement Agreement"). The Settlement Agreement is attached hereto.

2. The Settlement Agreement has been approved by all of the necessary parties.

3. The Settlement Agreement explicitly contemplates the entry of the requested Order, and the conditions precedent to this request have been satisfied.

Accordingly, for all the foregoing reasons, the parties hereby respectfully request that this Court grant this Motion and enter the Agreed Order of Dismissal.

November [TK], 2021

Respectfully submitted,

/s/ *David R. Rocah*

David R. Rocah (Bar No. 27315)
American Civil Liberties Union Foundation of Maryland
3600 Clipper Mill Road, Suite 350
Baltimore, MD 21211
T: 410.889.8555
F: 410.366.7838
rocah@aclu-md.org

Ashley Gorski*
Brett Max Kaufman*
Nathan Freed Wessler*
Ben Wizner*
American Civil Liberties Union Foundation
125 Broad Street, 18th Floor
New York, NY 10004
T: 212.549.2500
F: 212.549.2654
agorski@aclu.org
bkaufman@aclu.org
nwessler@aclu.org
bwizner@aclu.org

* *pro hac vice*

Counsel for Plaintiffs

James L. Shea
Baltimore City Solicitor

/s/

Elisabeth S. Walden (Bar No. 28684)
Chief, Police Legal Affairs

Kara K. Lynch (Bar. No. 29351)
Chief Solicitor

Baltimore City Law Department
100 N. Holliday Street, Room 101
Baltimore, Maryland 21202
T: 410-396-2496
F: 410-396-2126
lisa.walden@baltimorepolice.org
kara.lynch@baltimorepolice.org

Counsel for Defendants

DRAFT

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

LEADERS OF A BEAUTIFUL STRUGGLE *et al.*, *Plaintiffs*, v. BALTIMORE POLICE DEPARTMENT *et al.*, *Defendants*.	No. 20-cv-929-RDB

AGREED ORDER OF DISMISSAL

This Order dismisses all claims made in the above-captioned case by Leaders of a Beautiful Struggle, Erricka Bridgeford, and Kevin James ("Plaintiffs"), against the Baltimore Police Department and Baltimore Police Commissioner Michael S. Harrison in his official capacity ("Defendants").

The Plaintiffs and Defendants (collectively, "the parties") agree that this case has been settled, and that all issues and controversies, as described in the Settlement Agreement, have been resolved to their mutual satisfaction. The parties request the Court to retain jurisdiction to enforce the terms of the Settlement Agreement under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381–82 (1994).

Accordingly, IT IS HEREBY ORDERED:

1. The parties entered into the Settlement Agreement on [date], a copy of which is attached to and made a part of this Order.

2. The parties shall comply with the terms of the Settlement Agreement entered into on [date]. The parties expressly waive their rights under Federal Rule of Civil Procedure 65(d) to

the extent Rule 65(d) requires this order to be specific in terms or to describe in reasonable detail and without reference to the settlement agreement the act or acts to be restrained.

3. By consent of the parties, the Court shall retain jurisdiction for the purpose of enforcing the terms of the Settlement Agreement, as set forth in the Settlement Agreement.

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

SO ORDERED this ___ day of _____ 2021.

_____
UNITED STATES DISTRICT JUDGE