

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

NICHOLAS GEORGE,

CIVIL ACTION

Plaintiff,

v.

WILLIAM REHIEL, et al.

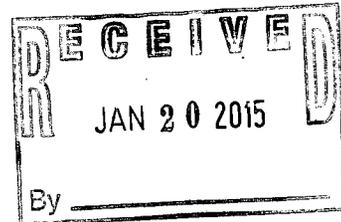
Defendants.

FILED

JAN 22 2015

MICHAEL E. KUNZ, Clerk

By \_\_\_\_\_ Den. Clk. No. 10-586



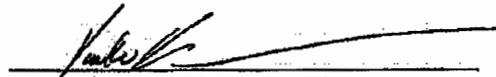
**STIPULATED ORDER OF DISMISSAL**

Plaintiff and Defendants having settled their disputes and memorialized that settlement in a Settlement Agreement signed by counsel on December 11, 2014 and December 29, 2014 (Attached as Exhibit A), it is hereby stipulated by the parties and **ORDERED** by the Court that:

1. Plaintiff's claims against all Defendants are **DISMISSED WITH PREJUDICE** pursuant to Fed. R. Civ. P. 41(b)(2).
2. Defendant the City of Philadelphia's cross-claim against the United States is **DISMISSED WITH PREJUDICE** pursuant to Fed. R. Civ. P. 41(b)(2).
3. This Court shall retain jurisdiction over the case for 18 months from the date of this Order, solely for purposes of enforcement of the Settlement Agreement's ongoing terms between Plaintiff and Defendant City of Philadelphia. Those terms are incorporated herein by reference.

  
LEE ROWLAND  
Attorney for Plaintiff

Dated: January 12, 2015

  
\_\_\_\_\_  
PAUL W. KAUFMAN  
Assistant United States Attorney  
Attorneys for the United States of America

Dated: *January 9*, 2015

  
\_\_\_\_\_  
AMANDA C. SHOFFEL  
Attorney for the City of Philadelphia

Dated: *Jan. 12*, 2015

SO ORDERED:

Dated: *Jan. 21, 2015*

  
\_\_\_\_\_  
~~EDMUND W. LUDWIG~~, *MARK A. Keenan*  
United States District Judge

**CERTIFICATE OF SERVICE**

I hereby certify that on January 13, 2015, I did serve the above Stipulated Order of Dismissal via electronic mail to the Clerk's Office, copying the following counsel for Defendants:

**Thomas F. Johnson**

U.S. Attorney's Office  
615 Chestnut Street, Suite 1250  
Philadelphia, PA 19106  
215-861-8380  
Email: thomas.johnson@usdoj.gov

**Paul F. Kaufman**

U.S. Department of Justice  
615 Chestnut Street, Suite 1250  
Philadelphia, PA 19106  
215-861-8579  
Email: paul.kaufman2@usdoj.gov

**Amanda C. Shoffel**

City of Philadelphia Law Department  
Civil Rights Unit  
1515 Arch Street, 14<sup>th</sup> Floor  
Philadelphia, PA 19102  
215-683-5443  
Fax: 215-638-5397  
Email: amanda.shoffel@phila.gov

*Lee Rowland*

January 20, 2015

Mr. Rick Sabol  
Operations Manager  
Office of the Clerk of the Court  
United States District Court Eastern District of Pennsylvania

*Sent by Electronic Mail*

Re: Nicholas George v. William Rehiel, No. 10-cv-586

Dear Mr. Sabol,

As per our conversation on Friday January 16, 2015, I am writing with regards to the reassignment of case No. 10-586 (*Nicholas George v. William Rehiel*).

As we discussed, I am requesting this reassignment solely for the purposes of filing a modification to the Order of Dismissal entered by Judge Ludwig on October 31, 2014. That Order was entered upon settlement in principle, but the final settlement agreement contains provisions retaining the Court's jurisdiction for purposes of enforcement. The proposed modification to the Order of Dismissal has been signed by all counsel in the case, and we have included the final, fully executed settlement agreement as an exhibit.

Local Rule 41.1(b) states that an Order of Dismissal may be modified "within 90 days of the entry of such an order of dismissal" without requiring the filing of a motion to modify the dismissal. As such, we understand that we have until January 28, 2015 to both reassign the case and file the revised order and exhibits. Please let me know if you require any further information in order for the Court to enter the modified Order before the 41.1(b) clock has run.

Please also do not hesitate to contact me if you have any questions or concerns. Counsel for all parties have approved this letter, and a copy has been served on all counsel via e-mail.

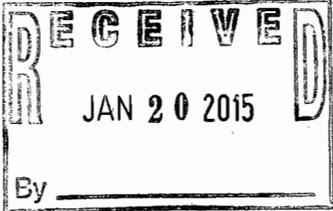
Sincerely,

Lee Rowland

*Counsel for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NICHOLAS GEORGE,	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
WILLIAM REHIEL, et al.	:	
	:	
Defendants.	:	No. 10-586



**STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE**

It is hereby stipulated and agreed, by and between plaintiff Nicholas George, by and through his attorneys, Lee Rowland of the American Civil Liberties Union, Mary Catherine Roper of the American Civil Liberties Union, and David Rudovsky of Kairys, Rudovsky, Messing & Feinberg LLP; defendant the United States of America (the "United States"), by and through its attorneys, United States Attorney Zane David Memeger and Assistant United States Attorneys Thomas F. Johnson and Paul W. Kaufman (the "United States"); and the City of Philadelphia, by and through its attorney, Assistant City Solicitor Amanda C. Shoffel (the "City," collectively with defendant the United States, the "Defendants," and collectively with plaintiff George and the United States as the "Parties"), as follows:

1. The Parties do hereby agree to settle and compromise the above-entitled action under the terms and conditions set forth herein.
2. Defendant United States agrees to settle under the terms provided in the subparagraphs to this paragraph all remaining claims under the Federal Tort Claims Act, which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes

of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, including all mental or emotional injuries, damage to property and the consequences thereof resulting, and to result, from the security screening, questioning, and subsequent detention of Plaintiff at the Philadelphia International Airport (the "Airport") on or about August 29, 2009, and which is the subject matter that gave rise to the above-captioned civil action in the United States District Court for the Eastern District of Pennsylvania, No. 10-cv-586 (the "Incident"), including any claims for wrongful death, including, but not limited to, any and all claims for which Plaintiff and/or his heirs, executors, administrators, guardians, or assigns, and each of them, now have or may hereafter acquire against the United States of America, the United States Department of Homeland Security ("DHS"), the Transportation Security Administration ("TSA"), the United States Department of Justice ("DOJ"), the Federal Bureau of Investigation ("FBI"), or their agents, servants, and employees stemming from the Incident.

a. Defendant United States has provided the Declaration attached as Exhibit A to this Stipulation.

b. Defendant United States agrees to pay to Plaintiff the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

3. Plaintiff and his heirs, executors, administrators, guardians, or assigns hereby agree to accept the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown,

foreseen and unforeseen bodily and personal injuries, including but not limited to mental or emotional damages, damage to property and the consequences thereof resulting, and to result, from the Incident, including any claims for wrongful death, which he may have or hereafter acquire against the United States, DHS, TSA, DOJ, FBI, their heirs, executors, successors, or their agents, servants and employees. Plaintiff and his heirs, executors, administrators, guardians, and/or assigns further agree to reimburse, indemnify and hold harmless the United States, DHS, TSA, DOJ, FBI, and their agents, servants, and employees, from and against any and all such causes of action, claims, liens, rights, or subrogation or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff and/or his heirs, executors, guardians, administrators or assigns against any third party or against the United States, DHS, TSA, DOJ, FBI, including claims any claims for wrongful death.

4. Payment of the settlement amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) shall be made by check drawn on the United States Treasury and made payable to Plaintiff Nicholas George. The check will be mailed to Plaintiff's attorney of record, Lee Rowland at the American Civil Liberties Union, 125 Broad St., 18<sup>th</sup> Floor, New York, NY 10004.

5. The City agrees to the relief described in the sub-paragraphs to this paragraph, which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, including mental and emotional damages, damage to property and the consequences thereof resulting, and to result, from the Incident, including any claims for wrongful death, including, but not limited

to, any and all claims for which Plaintiff and/or his heirs, executors, administrators, guardians, or assigns, and each of them, now have or may hereafter acquire against the City and/or its principals, agents, servants, and employees, including but not limited to individual defendants William Rehiel and Edward Richards, Jr..

- a. The City shall communicate to Philadelphia Police Department officers assigned to the Airport the following:

Investigative detentions may be made only on reasonable suspicion of criminal conduct and any arrest must be based on probable cause. A referral by TSA agents is not grounds for arrest unless an officer makes a judgment of probable cause; similarly, referral by TSA agents is not grounds for detention unless an officer makes a judgment that there is reasonable suspicion of criminal conduct. Any detentions or arrests should be documented on appropriate police paperwork consistent with PPD Directives.

- b. This communication shall occur during the Airport officers' roll call, quarterly.
- c. This communication shall be made for three days in a row each quarter, and it shall be made at each of the three shifts' roll call briefings on those days.
- d. Such communication will continue for eighteen months (six quarters).
- e. The first such communication of each quarterly period will be delivered, in person, by Captain Fran Healy, Esq., Special Advisor to the Police Commissioner, or by another individual designated by the City and approved by the Plaintiff, through counsel.

- f. At the conclusion of the six quarters (eighteen months), the communication in sub-paragraph (a), above, shall be placed into the materials given to Philadelphia Police Department officers assigned to the airport upon their orientation to that assignment.

6. Plaintiff and his heirs, executors, administrators, guardians, or assigns hereby agree to accept the foregoing actions in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of, any and all known and unknown, foreseen and unforeseen bodily and personal injuries, including mental or emotional injuries, damage to property and the consequences thereof resulting, and to result, from the Incident, including any claims for wrongful death, which they may have or hereafter acquire against the City and/or its principals, agents, servants and employees, including William Rehiel and Edward Richards, Jr., including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages, based on events relating to the Incident. The Plaintiff and his heirs, executors, administrators, guardians, and/or assigns further agree to reimburse, indemnify and hold harmless the City and/or its principals, agents, servants, and employees, including William Rehiel and Edward Richards, Jr., from and against any and all such causes of action, claims, liens, rights, or subrogation or contribution interests incident to or resulting from further litigation or the prosecution of claims by Plaintiff and/or his heirs, executors, guardians, administrators or assigns against any third party or against the City, including claims for wrongful death.

7. Plaintiff, for himself, his heirs, executors, administrators, guardians, successors and assigns, do fully and forever release, acquit and discharge the United States, DHS, TSA, DOJ, FBI, and their agents, directors, departments, officers, employees, contractors, administrators, representatives, attorneys, divisions, subsidiaries, affiliates, successors (and agents, directors, officers, employees, contractors, administrators, representatives, and attorneys of such departments, divisions, subsidiaries, affiliates, successors), and all persons acting by, through, under, or in concert with any of them, of and from any and all actions, causes of action, agreements, judgments, claims, damages, loss of services, expenses (including attorneys' fees and costs actually incurred) and all demands of whatever kind or nature, including but not limited to claims for indemnity or contribution, on account of, or in any way growing out of, any and all known and unknown personal injuries, death, damages, loss of consortium, property damage and the consequences thereof, and/or any other losses, resulting or to result from the Incident, and does for himself, his heirs, executors, administrators, guardians, successors and assigns, covenant with said releasees to indemnify and save harmless the said releasees from all claims and demands for damages, costs, loss of services, expenses or compensation on account of such events or actions, whether said harm be to said releasor's physical person, or mental or psychological injury, including wrongful death.

8. Plaintiff, for himself, his heirs, executors, administrators, guardians, successors and assigns, does fully and forever release, acquit and discharge the City and its principals, agents, directors, departments, officers, employees, contractors, administrators, representatives, attorneys, divisions, subsidiaries, affiliates, successors (and agents, directors,

officers, employees, contractors, administrators, representatives, and attorneys of such departments, divisions, subsidiaries, affiliates, successors), and all persons acting by, through, under, or in concert with any of them of, including William Rehiel and Edward Richards, Jr., and from any and all actions, causes of action, agreements, judgments, claims, damages, loss of services, expenses (including attorneys' fees and costs actually incurred) and all demands of whatever kind or nature, including but not limited to claims for indemnity or contribution, on account of, or in any way growing out of, any and all known and unknown personal injuries, death, damages, loss of consortium, property damage and the consequences thereof, and/or any other losses, resulting or to result from the Incident, and do for themselves, their heirs, executors, administrators, guardians, successors and assigns, covenant with said releasees to indemnify and save harmless the said releasees from all claims and demands for damages, costs, loss of services, expenses or compensation on account of such events or actions, whether said harm be to said releasor's physical person, or mental or psychological injury, including wrongful death.

9. The City agrees that this Stipulation is in full satisfaction of its cross-claims against the United States and agrees therefore to dismiss its cross-claims in the above-captioned matter with prejudice and without further payment of any kind, including but not limited to payment of indemnification, contribution, attorneys' fees, and/or costs; and with the Court retaining jurisdiction for any violation of the terms of this Stipulation by the City.

10. The terms, conditions and requirements of this Stipulation are not severable and the failure to agree, fulfill or comply with any term, condition or requirement renders the entire Stipulation null and void. The authorization by the Attorney General or the Attorney

General's designee to negotiate and consummate a settlement for the amount agreed upon by the Parties does not make the settlement binding upon the United States unless and until the other terms, conditions and requirements of this Stipulation have been completely agreed upon in writing.

11. This Stipulation is not, is in no way intended to be, and should not be construed as an admission of liability or fault on the part of the United States, DHS, TSA, DOJ, FBI, the City, or their principals, agents, servants, or employees, including William Rehiel and Edward Richards, Jr., and it is specifically denied that they are liable to Plaintiff. This settlement is entered into by all parties for the purpose of compromising any and all disputed claims specified in the instant complaint and avoiding the expenses and risks of further litigation.

12. It is also agreed, by and among the Parties to this settlement agreement and release, that the settlement amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) and the relief specified in Paragraphs 2 and 5, supra, collectively represents the entirety of the compromise settlement and that each respective Party will each bear its own costs, fees, and expenses, and that any attorneys' fees owed by Plaintiff will be paid out of the settlement amount and not in addition thereto.

13. It is also understood by and among the parties to this settlement agreement and release that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 percent of the amount of the settlement amount.

14. Each of the signatories to this Stipulation warrants and represents that he or she had the full power and authority to enter into this Stipulation and to bind the person(s) on whose behalf he or she is signing to the terms of the settlement.

15. Defendants shall not be required to pay more than the amounts specified above to Plaintiff, and Plaintiff agrees that he will not seek payment from Defendants greater than the specified amounts set forth above.

16. Plaintiff and his attorneys agree that any tax liabilities resulting from receipt of the settlement amount will be the sole responsibility of Plaintiff and his attorneys. This settlement agreement is executed without reliance upon any representation by defendant United States as to the tax consequences of the settlement amount.

17. In consideration of the payments and relief specified above, Plaintiff's attorneys agree that they will execute and file with the Court such documents, including a stipulation of dismissal, as shall be necessary to cause the dismissal with prejudice from the docket of this Court of all of Plaintiff's claims against Defendants United States of America, the City, William Rehiel and Edward Richards, Jr., with each party bearing its own fees, costs, and expenses, subject to the limitations identified in ¶ 13, supra; and with the Court retaining jurisdiction for any violation of the terms of this Stipulation by the City. In consideration of obligations incurred above, the City's attorneys agree that they will execute and file with the Court such documents, including a stipulation of dismissal, as shall be necessary to cause the dismissal with prejudice from the docket of this Court of all of the City's claims against the United States, with each party bearing its own fees, costs, and

expenses; and with the Court retaining jurisdiction for any violation of the terms of this Stipulation by the City.

18. The Parties agree that this Stipulation, including all of the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and Plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

19. It is contemplated that this Stipulation may be executed in several counterparts, with an attached Exhibit and a separate signature page for each undersigned party. All such counterparts and signature pages, together, shall be deemed to be one document. Such counterparts may be electronic or physical.

20. Neither this Stipulation nor its exhibits shall have any precedential value whatsoever in any future or pending complaints, grievances, appeals or lawsuits against the United States, DHS, TSA, DOJ, FBI, the City, and their agents, officers, or employees.

21. The undersigned parties agree that they are entering into this Stipulation voluntarily, that this Stipulation is being voluntarily executed by the Parties, and that they fully understand all aspects of this Stipulation.

22. This agreement relates only to the Parties and the named defendants who are no longer parties. The provisions of this agreement shall not apply to other federal or state agencies.

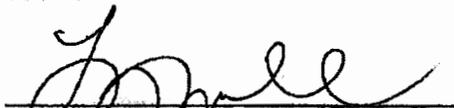
23. It is also agreed, between the Parties, that the settlement terms as reflected in this document and its accompanying Exhibit encompass the entire agreement between the Parties and that there are no unwritten agreements, understandings or assurances and no other

written agreements upon which the undersigned parties are relying in agreeing to this Stipulation.

24. This Stipulation may not be modified, amended, or terminated except by written agreement signed by all of the Parties and specifically referring to this Stipulation, except that Plaintiff can modify this Stipulation as it affects either Defendant alone by written agreement between Plaintiff and that Defendant alone.

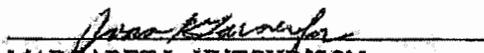
  
\_\_\_\_\_  
NICHOLAS GEORGE  
Plaintiff

Dated: 12/26, 2014

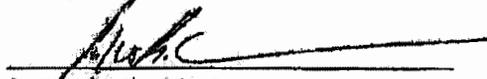
  
\_\_\_\_\_  
LEE ROWLAND  
Attorney for Plaintiff

Dated: Dec. 29, 2014

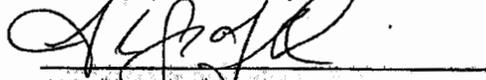
ZANE DAVID MEMEGER  
United States Attorney

  
\_\_\_\_\_  
MARGARET L. HUTCHINSON  
Assistant United States Attorney  
Chief, Civil Division

Dated: , 2014

  
\_\_\_\_\_  
PAUL W. KAUFMAN  
THOMAS F. JOHNSON  
Assistant United States Attorneys  
Attorneys for the United States of America

Dated: Dec 11, 2014

  
\_\_\_\_\_  
AMANDA C. SPOFFEL  
Attorney for the City of Philadelphia

Dated: Dec. 29, 2014

# EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NICHOLAS GEORGE,	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
WILLIAM REHIEL, et al.	:	
	:	
Defendants.	:	No. 10-586

**DECLARATION OF SARAH TAUBER**

I, Sarah Tauber, pursuant to 28 U.S.C. § 1746, declare as follows:

1. I am an employee of the Transportation Security Administration (TSA), which is a component of the U.S. Department of Homeland Security (DHS). I have served with TSA and DHS in varying capacities since October 17, 2002, including a term as Branch Manager for TSA's Behavior Detection and Analysis (BDA) Program within TSA's Office of Security Operations (OSO), beginning on June 12, 2012 and ending on October 14, 2014. As of October 14, 2014, I serve as the Deputy Director for Threat Assessment Division of OSO, and the BDA Program remains part of my portfolio. This Declaration is based on my personal knowledge or knowledge gained in those official capacities.

2. As the head of the BDA Program, I oversaw all aspects of TSA's behavior detection program and procedures. TSA employees trained specifically as Behavior Detection Officers (BDOs) observe passengers prior to and during the screening process in order to determine whether any are exhibiting acts or behaviors indicative of a high

risk passenger who may attempt to cause harm to an aircraft or the passengers on an aircraft. Where a BDO observes sufficient high risk indicators, an individual is simply subject to some additional screening similar to that employed when carry-on baggage X-Ray displays an anomaly. This type of additional screening usually takes five minutes or less.

3. When appropriate, BDOs may refer the passenger to a Law Enforcement Officer (LEO) for resolution of any potential security concerns that the BDO may have identified. Under current procedures, this is known as a LEO Referral.

4. TSA does not have direct authority over law enforcement officers. Therefore, if a LEO responds to a BDO referral, that officer will use his or her training and judgment to decide what actions to take.

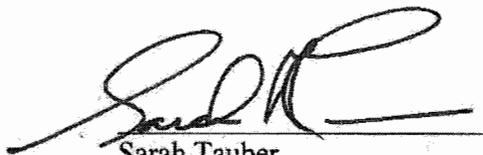
5. I am aware of no TSA document or policy that requires a police officer responding to a LEO Referral under TSA behavior detection procedures to arrest the passenger in question. The BDA program anticipates that responding police officers will exercise their independent judgment on how to proceed after the referral is made.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed November 10, 2014.  
Arlington, Virginia



Sarah Tauber  
Deputy Director, Threat Assessment Division  
Office of Security Operations  
Transportation Security Administration  
U.S. Department of Homeland Security