

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

RAYMING CHANG, et al.,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	Civ. Action No. 02-02010 (EGS)
	:	
UNITED STATES OF AMERICA, et al.,	:	
	:	
Defendants.	:	
	:	

**CONSENT ORDER DISMISSING MEAGHAN ENRIGHT'S
CLAIMS WITH PREJUDICE AND RETAINING JURISDICTION
FOR PURPOSE OF ENFORCING AGREEMENT**

Pursuant to Fed. R. Civ. P. 41(a)(2), plaintiff Meaghan Enright and defendant District of Columbia have entered into an Agreement resolving this matter as between Ms. Enright, the District of Columbia, and any and all persons who are now or ever have been agents, employees, officers, or officials of the District of Columbia at any time (a copy of which is attached as Attachment A). That Agreement provides for the performance of a number of tasks and contemplates the potential for continued interaction and continuing obligations between the parties. The Agreement also contemplates that this Court will retain jurisdiction over this matter solely for purposes of enforcing the Agreement as expressly provided for by its terms, and the parties have moved this Court to dismiss the claims brought by plaintiff Enright with prejudice, except to the extent of retaining jurisdiction pursuant to the Agreement for purposes of enforcing the Agreement.

This Court having duly considered the joint motion of Plaintiff Enright and the District of Columbia and the interests of justice, it is this 18th day of May 2005,

ORDERED that the joint motion of Meaghan Enright and District of Columbia is hereby GRANTED; and it is further

ORDERED that all claims by Ms. Enright against the District of Columbia, and any and all persons who are or have been agents, employees, officers, or officials of the District of Columbia at any time are dismissed with prejudice, except that this Court retains jurisdiction over this matter to entertain any motion to enforce the provisions of Paragraphs 1 through 5 of the Agreement and as to any motion described in paragraph 9 of the Agreement; and further, this Court retains jurisdiction to make such orders as are necessary to remedy systemic material breaches of this Agreement issue pursuant the following procedures:

Plaintiff Enright shall, in accordance with the requirements of paragraphs 14 and 15 above, have standing to enforce the terms of the Agreement, according to the procedures set out below.

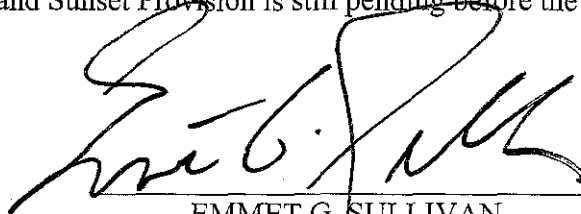
Before Plaintiff moves the Court to enforce the Agreement, he shall give the District of Columbia written notice of and ninety (90) days to cure defendant's alleged systemic deficiencies that he contends constitutes a systemic material breach of the Agreement, unless the alleged material breach is the proposed adoption of a change or changes to the language and/or measures provided for by the Agreement, in which case the notice and cure period shall be forty-five (45) days. During the cure period, District Defendants shall have the opportunity to cure the deficiencies that Plaintiff contends constitutes a material breach of the Agreement. The opportunity to cure shall also include good faith negotiations in face to face meetings between the District of Columbia and the *Chang* Plaintiffs having accepted Offers of Judgment as described in paragraph 15, above, seeking enforcement of the Agreement to resolve their differences without the need for Court intervention. Plaintiff may not seek enforcement of the Agreement without satisfying the foregoing notice and cure provision.

A "systemic material breach" is either (a) the occurrence of conduct prohibited by the Objectives caused by implementation and/or enforcement of an MPD policy, or the decision of a District policymaker, which violates one or more Objectives in a manner causing injury in fact to one or more persons, or (b) adoption of any changes to the agreed-upon PAO's or Measures that are not reasonably likely to comply with the respective Objective(s). The terms "policy" and "policymaker" shall be defined as those terms are used for purposes of 42 U.S.C. Section 1983 as contemplated by *Monell v. Department of Social Servs.*,

436 U.S. 658 (1978); *Jett v. Dallas Indep. School Dist.*, 491 U.S. 701 (1989); and *St. Louis v. Praprotnik*, 485 U.S. 112 (1988).

The parties agree that the MPD may include a provision in any PAO, Measure, General Order, Special Order, teletype, guideline or other written MPD directive that officers refrain from engaging demonstrators in conversation that is not necessary to the satisfaction of any Objective. Such provisions serve the desired function of reducing the likelihood of miscommunications, contradictory communications, and avoidable confrontations.

The terms of the Agreement shall remain in effect through and including January 17, 2008, immediately after which time this agreement shall become null and void and the jurisdiction of the Court to enforce the Agreement will lapse except to the extent that a matter timely and properly presented to the Court pursuant to the Enforcement and Sunset Provision is still pending before the Court.



EMMET G. SULLIVAN
United States District Judge

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