

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and among Shawn Hardman, Barry Crews, Danielle Zolna, and Justin Hamilton (collectively “Plaintiffs”), the American Civil Liberties Union Foundation of Colorado (“ACLU”), and the City of Colorado Springs. Plaintiffs, the ACLU, and the City of Colorado Springs shall be referred to collectively as the “Parties,” except where otherwise specified.

### RECITALS

WHEREAS on October 22, 2015, the ACLU sent a letter to the City of Colorado Springs criticizing certain practices of its Municipal Court, such as sentencing defendants to jail for offenses that were punishable by a fine only, converting defendants’ fines into jail sentences when defendants were too poor to pay, and sentencing indigent defendants to jail without having offered them a court-appointed attorney; and

WHEREAS the ACLU represents Plaintiffs in their claims against the City of Colorado Springs seeking recompense for injury due to the Municipal Court’s aforementioned practices (the “Plaintiffs’ Claims”); and

WHEREAS attorneys employed by the ACLU have expended time and incurred costs in pursuing claims against the City of Colorado Springs based on the Municipal Court’s aforementioned practices and seek recompense for such attorneys’ fees and costs (the “ACLU’s Claims”); and

WHEREAS the Parties desire to settle and resolve any and all of Plaintiffs’ Claims and the ACLU’s Claims in this matter as set forth below;

NOW THEREFORE, in consideration of the promises and releases contained herein, it is agreed as follows:

1. **Prospective changes to be implemented by the City of Colorado Springs.**
  - a. By April 30, 2016, the City of Colorado Springs will complete the following actions:
    - i. Repeal or amend all portions of the Code of the City of Colorado Springs 2001, as amended, that contemplate, facilitate, and/or authorize the municipal court’s practice of converting fines into jail time at a daily rate, including but not necessarily limited to Sections 11.2.103(I) and 11.3.106(A) and (B).

- ii. Mandate that all judges of the Colorado Springs Municipal Court permanently cease imposing “pay or serve” sentences, or any other sentence that converts fines and/or costs to jail time.
  - iii. Mandate that all judges of the Colorado Springs Municipal Court permanently cease imposing jail time, including by converting fines and/or costs into jail time, for any offense the Colorado Springs Municipal Code identifies as non-jailable.
  - iv. Mandate that all judges of the Colorado Springs Municipal Court will not incarcerate anyone for or because of failure to pay a fine, costs, or any other monetary amount absent: (1) a hearing on indigency, (2) a judicial determination that the individual is in contempt of court for willful failure to comply with the court’s order to pay, and (3) the provision of all procedural protections, including the right to counsel, mandated in Colorado law, Supreme Court precedent and C.R.S. § 18-1.3-702.
  - v. Provide a detailed written account to the ACLU of all steps taken to effectuate paragraphs (a)(i)-(iv) above.
- b. By July 30, 2016, provide training to all judges, prosecutors, and defense attorneys contracted by the City of Colorado Springs regarding paragraphs (a)(ii)-(iv) above.
  - c. For two years from the date of execution of this Agreement, provide written training materials to all newly hired judges, prosecutors and defense attorneys regarding paragraphs (a)(ii) –(iv) above, within one week of start date.
2. **Settlement amounts to Plaintiffs.** The City of Colorado Springs agrees to issue each Plaintiff a check, delivered to the ACLU Foundation of Colorado within fourteen (14) days of execution of this Agreement as follows:
- a. One check payable to Shawn Hardman in the amount \$11,250.00;
  - b. One check payable to Barry Crews in the amount \$1,500.00;
  - c. One check payable to ACLU Foundation of Colorado in the amount \$500.00. The ACLU will distribute \$125.00 to Danielle Zolna and \$375.00 to Justin Hamilton.

3. **Settlement fund for non-parties.**

- a. The City of Colorado Springs agrees to make a total of \$37,625.00 available to compensate persons, other than the Plaintiffs, whom the City of Colorado Springs jailed solely for a non-jailable offense at any time since January 1, 2014. These persons are hereinafter termed “Eligible Individuals.” The complete list of these Eligible Individuals appears in Attachment A [Compensable Days Chart].
- b. The City of Colorado Springs agrees to make compensation available to Eligible Individuals in the amounts listed in Attachment A [Compensable Days Chart], which reflects \$125 of compensation per day of incarceration solely for a non-jailable offense.<sup>1</sup>
- c. The City of Colorado Springs agrees to provide the notice of availability of settlement money contained in Attachment B [Notice] to Eligible Individuals by following the notice process described in Attachment C [Notice Process].
- d. The Parties agree that Eligible Individuals are entitled to claim their settlement proceeds by following the process described in Attachment D [Claim Process].
- e. The Parties agree that Eligible Individuals are entitled to collect the settlement amounts described herein so long as they have requested such funds from the City by December 30, 2016 or within two years of the incarceration date for which they are due compensation, whichever is later in time. Attachment A [Compensable Days Chart] lists the dates by which each Eligible Individual must have requested settlement funds from the City, either in writing or by initiating the process described in Attachment D [Claims Process], in order to be entitled to compensation.
- f. The Parties agree that Eligible Individuals who wish to collect settlement money available pursuant to this Agreement must execute a release of claims contained in Attachment E [Release of Claims], and a W-9 Form and Receipt contained in Attachment D [Claims Process].
- g. Eligible Individuals are not parties to this Agreement, are not clients of the ACLU, and do not have any obligation to accept the offered compensation or sign a release of claims.**

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<sup>1</sup> Compensable days do not include any periods of incarceration during which an individual was held concurrently (either pretrial or post-conviction) on a jailable offense or on a failure-to-appear warrant waiting for post-arrest judicial appearance.

4. **Attorneys' Fee and Cost payment to ACLU.** The City of Colorado Springs agrees to issue the ACLU Foundation of Colorado a check, delivered to the ACLU within fourteen (14) days of execution of this Agreement, in the amount of \$52,159.18.
  
5. **Release by Plaintiffs.** In exchange for consideration described in paragraphs 1-4 of this Agreement, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs hereby release and forever discharge the City of Colorado Springs, Colorado Springs Municipal Court, and any of their current or former entities, elected officials, officers, employers, successors, assigns, attorneys, employees, agents, and servants (hereinafter "City"), from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever stemming from or related to injuries, known and unknown, to person, property or rights, which have resulted or may in the future develop from any sentence imposed for conviction of a non-jailable offense under the Colorado Springs City Code prior to the date this Agreement was executed.
  
6. **Release by ACLU.** In exchange for consideration described in paragraphs 1-4 of this Agreement, the receipt and sufficiency of which are hereby acknowledged, ACLU hereby releases and forever discharges the City from any and all claims for attorneys' fees and costs stemming from legal work related to any sentence imposed, prior to the date this Agreement is executed, for conviction of a non-jailable offense under the Colorado Springs City Code.
  
7. **Warranty by Plaintiffs.** Plaintiffs hereby warrant that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the alleged injuries and damages stemming from or related to any sentence imposed for conviction of a non-jailable offense under the Colorado Springs City Code, for the express purpose of precluding forever any further or additional claims arising out of the aforesaid injuries or damages, and after having the opportunity to have the same explained by counsel. Plaintiffs further warrant that no other person, firm, or corporation has received any assignment, subrogation, lien, or other right of substitution to the claims made and released herein by Plaintiffs, and in the event that the City is subjected to further claims by any person, firm, or corporation under any actual or purported lien or right of substitution, Plaintiffs will indemnify City for any judgment obtained by reason of such purported lien or right of substitution. Plaintiffs understand and agree that they are solely responsible for all tax obligations, including all

reporting and payment obligations, that may arise as a consequence of this Agreement and the monetary consideration provided to them pursuant to it.

8. **Warranty by ACLU.** ACLU hereby warrants that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, to attorneys' fees or costs stemming from or related to any sentence imposed, prior to the date this Agreement is executed, for conviction of a non-jailable offense under the Colorado Springs City Code, for the express purpose of precluding forever any further or additional claims for attorney's fees or costs arising out of the aforesaid injuries or damages, and after having the opportunity to have the same explained by counsel. ACLU further warrants that no other person, firm, or corporation has received any assignment, subrogation, lien, or other right of substitution to the claims made and released herein by ACLU, and in the event that the City is subjected to further claims by any person, firm, or corporation under any actual or purported lien or right of substitution, ACLU will indemnify City for any judgment obtained by reason of such purported lien or right of substitution. ACLU understands and agrees that it is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and the monetary consideration provided to it pursuant to it.
  
9. **Confidentiality.** The Parties agree that it is in the best interest of Eligible Individuals to avoid publication of the names of Eligible Individuals. Therefore, Plaintiffs and ACLU agree that they will not disclose, disseminate, or publicize Attachment A [Compensable Days Chart], or the Last Known Address List on pp. 4-5 of Attachment C, to any person, corporation, association, government agency, or other entity, other than their attorneys, who shall also be bound by this confidentiality provision. Notwithstanding the foregoing, Plaintiffs and the ACLU may provide the list of the names of Eligible Individuals contained in Attachment F [List of Eligible Individuals], to homeless service providers in Colorado Springs without violating this Agreement, so long as the homeless service provider agrees not to disclose, disseminate or publicize the list by signing Attachment G [Acknowledgment of Confidentiality].
  
10. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument representing this Agreement of the Parties to this Agreement.
  
11. **Attorneys' Fees and Costs in the case of breach.** The Parties agree that if a material breach of any provision of this Agreement occurs and enforcement action is taken

concerning the Settlement, then, in addition to any other relief, the prevailing Party shall be reimbursed by the non-prevailing Party for all of its reasonable attorneys' fees and costs incurred in any such enforcement action as either stipulated by the parties or as awarded by the court.

12. **Attachments.** All attachments to this Agreement are incorporated into this Agreement and are material terms of this Agreement.
13. **Supersede.** This Agreement, once executed, including all attachments to this Agreement, contain the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior oral and written understandings and agreements between the parties. This Agreement is not intended to be an admission of any fact or issue alleged by any party relating to the claims and, with the exception of a claim related to breach or enforcement of this Agreement, this Agreement is not intended to be evidence in any other matter.

*[Signature page follows.]*

IN WITNESS OF OUR AGREEMENT, the Parties have executed this Agreement on the date(s) indicated below.

  
Shawn Hardman

Date: April 27, 2016

\_\_\_\_\_  
Barry Crews

Date: \_\_\_\_\_

\_\_\_\_\_  
Danielle Zolna

Date: \_\_\_\_\_

\_\_\_\_\_  
Justin Hamilton

Date: \_\_\_\_\_

Approved as to Form by Counsel

\_\_\_\_\_  
Rebecca T. Wallace  
Mark Silverstein  
American Civil Liberties Union Foundation  
of Colorado

Date: \_\_\_\_\_

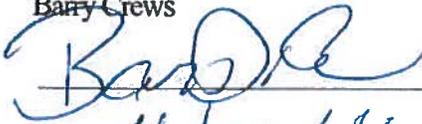
IN WITNESS OF OUR AGREEMENT, the Parties have executed this Agreement on the date(s) indicated below.

Shawn Hardman

\_\_\_\_\_

Date: \_\_\_\_\_

Barry Crews

 \_\_\_\_\_

Date: 4/26/16

Danielle Zolna

 \_\_\_\_\_

Date: 4-26-16

Justin Hamilton

 \_\_\_\_\_

Date: 4-26-16

Approved as to Form by Counsel

 \_\_\_\_\_

Rebecca T. Wallace  
Mark Silverstein  
American Civil Liberties Union Foundation  
of Colorado

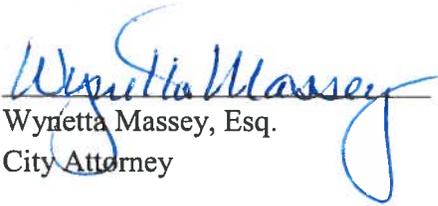
Date: 4/26/16

The City of Colorado Springs

By:   
John W. Suthers  
Mayor

Date signed: May 04, 2016

Approved as to form:

  
Wynetta Massey, Esq.  
City Attorney

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# **Attachment A**

## **Compensable Days Chart**

	Name	Booking #	Pay or Serve Sentence	Direct Sentence for Non-Jailable	Compensable Dates	Deadline to Claim	Amount owed
1	AKMENKALNS, RANDY JOSEPH	1400018845	7		11/04/14 - 11/11/14	12/31/16	\$ 875.00
2	BAKHTIAR, RAECHEL LYNE	1400018209	5		10/24/14 - 10/29/14	12/31/16	\$ 625.00
3	BAXTER, SEAN RYAN	1400021699	1		12/26/14 - 12/27/14	12/31/16	\$ 125.00
4	BEARD, BRANDON EVERETT DOUG	1400005385	1	3	03/28/14 - 03/31/14	12/31/16	\$ 375.00
5	CARPENTER, ERIN ELIZABETH	1400013865	1		08/13/14 - 08/14/14	12/31/16	\$ 125.00
6	CARROLL, SHANNON HANNAH	1500009491	4		05/29/15 - 06/02/15	05/29/17	\$ 500.00
7	CHAPMAN JR, DONALD ROBERT	1500016263	1		09/08/15 - 09/09/15	09/08/17	\$ 125.00
8	CHASE, WILLIAM ROBERT	1400002164	1	1	02/05/14 - 02/06/14	12/31/16	\$ 125.00
9	CONNELL, STEVEN SCOTT	1500013766	1		08/04/15 - 08/05/15	08/04/17	\$ 125.00
10	COOLEY, JOE RAYMOND	1500005445	1		03/30/15 - 03/31/15	03/30/17	\$ 125.00
11	CRAWFORD, ROBIN JAMES	1400009591	1		06/04/14 - 06/05/14	12/31/16	\$ 125.00
12	DE STACKELBERG, ROBERT	1500005228	42		03/30/15 - 05/11/15	03/30/17	\$ 5,250.00
13	DEKEADO, LOGAN TYLER	1400001622	1	4	01/28/14 - 02/01/14	12/31/16	\$ 500.00
14	ERICKSEN, BRIAN PATRICK	1400012343	1		07/21/14 - 07/22/14	12/31/16	\$ 125.00
15	FLORES, CHRISTINA BELEN	1500000525	1		01/12/15 - 01/13/15	01/12/17	\$ 125.00
16	FORD, JERRAL BARNETT	1500006479	1		04/14/15 - 04/15/15	04/14/17	\$ 125.00
17	GALLACHER, ALLEN JOHN	1500012269	2		07/11/15 - 07/13/15	07/11/17	\$ 250.00
18	GORDON, CHARLES DOUGLAS	1500002072	1		02/04/15 - 02/05/15	02/04/17	\$ 125.00
19	GREGORY, JACK DWAYNE	1400004854	1		03/20/14 - 03/21/14	12/31/16	\$ 125.00
		1400009464	3		06/02/14 - 06/05/14	12/31/16	\$ 375.00
20	GUNDERSON, NICHOLAS ADAM	1400005324	1		03/27/14 - 03/28/14	12/31/16	\$ 125.00
21	HENDRICKS, DARWIN LEE	1400002281	1	30	03/18/14 - 04/17/14	12/31/16	\$ 3,750.00
		1500007786	1		05/11/15 - 05/12/15	05/11/17	\$ 125.00
22	HOLMES, KEVIN LEE	1400013899	1		08/13/14 - 08/14/14	12/31/16	\$ 125.00
23	KOVAL, DAVID ERIC	1500016930	5		09/18/15 - 09/23/15	09/18/17	\$ 625.00
24	KOZOL, ALBERT EDWARD	1500004404	8	6	03/13/15 - 03/19/15	03/13/17	\$ 750.00
25	LARSON, CORA JEAN	1500005016	8		03/24/15 - 04/01/15	03/24/17	\$ 1,000.00
26	LUCERO, ALBERT JOHN	1400001277	1	1	01/23/14 - 01/24/14	12/31/16	\$ 125.00
27	MCCABE III, LELAND ELMER	1400001859	1	4	01/31/14 - 02/04/14	12/31/16	\$ 500.00
28	MILLARD, DONALD JOSEPH	1500014776	1		08/20/15 - 08/21/15	08/20/17	\$ 125.00
29	MOSES, MATHIA JOSEPH	1500012589	2		07/15/15 - 07/17/15	07/15/17	\$ 250.00
30	MUNSON, MARK DANIEL	1400001390	1		01/23/14 - 01/24/14	12/31/16	\$ 125.00
		1400021681	1		12/24/14 - 12/25/14	12/31/16	\$ 125.00
31	OGRADY, SCOTT ALLEN	1500008798	1		05/18/15 - 05/19/15	05/18/17	\$ 125.00
32	OWEN, RICHARD D	1400011830	1		07/11/14 - 07/12/14	12/31/16	\$ 125.00
33	PHILLIPS, ANDREW GORDON	1400003063	9	25	02/21/14 - 03/18/14	12/31/16	\$ 3,125.00
		1400009001			05/27/14 - 06/05/14	12/31/16	\$ 1,125.00

**CONFIDENTIAL - DO NOT DUPLICATE OR DISSEMINATE**

34	PHILLIPS, MATTHEW ANTHONY	1400011221	5			07/01/14 - 07/06/14	12/31/16	\$	625.00
35	PLOTNER JR, CHARLES ROBERT	1400016125	10			09/18/14 - 09/28/14	12/31/16	\$	1,250.00
36	POTTER, EDWIN EARL	1500004793	3			03/20/15 - 03/23/15	03/20/17	\$	375.00
37	POUNCEY, JOHN DALE	1500003402	3			02/26/15 - 03/01/15	02/26/17	\$	375.00
38	QUICKENTON, JACOB ROBERT	1500015767	7			08/31/15 - 09/07/15	08/31/17	\$	875.00
39	QUINLAN, PATRICK TYLER	1500013438	2			07/29/15 - 07/31/15	07/29/17	\$	250.00
40	RICHARDSON III, GLEN DORAN	1500001958	1			02/03/15 - 02/04/15	02/03/17	\$	125.00
41	RINEHART, WAYNE CHARLES	1500007574	1	2		04/30/15 - 05/02/15	04/30/17	\$	250.00
42	ROBERTSON, LYLE OTIS	1500000581	1			01/15/15 - 01/16/15	01/15/17	\$	125.00
43	ROSARIO-LOPEZ, WILSON EMMANUEL	1400000988	1			01/16/14 - 01/17/14	12/31/16	\$	125.00
44	RUFF, KEILA MARIE	1400008734	2			05/21/14 - 05/23/14	12/31/16	\$	250.00
45	SATTERWHITE, FREDERICK	1400008707	4			05/21/14 - 05/25/14	12/31/16	\$	500.00
46	SCHUBARTH, ABRAHAM ELIEZER	1500007853	1			05/05/15 - 05/06/15	05/05/17	\$	125.00
47	SEELEY, JOHN LUKE	1500015942	7			09/02/15 - 09/09/15	09/02/17	\$	875.00
48	SJOKEN, ALAN DALE	1400006123	1			04/09/14 - 04/10/14	12/31/16	\$	125.00
49	SMITH, JASON ROBERT	1400016563	1			09/25/14 - 09/26/14	12/31/16	\$	125.00
50	STEVENS, TRACY LYNN	1400003834	6	1		03/06/14 - 03/07/14	12/31/16	\$	125.00
51	STEVENS, WAYNE ALBERT	1400016339	6			09/23/14 - 09/29/14	12/31/16	\$	750.00
52	TACKETT, SETH WILLIAM AARON	1500008645	6			05/15/15 - 05/21/15	05/15/17	\$	750.00
53	TAYLOR, JOE ROBERT	1400018077	2		4	10/22/14 - 10/26/14	12/31/16	\$	500.00
54	WADE, KENNETH DARRELL	1500004370	9			03/13/15 - 03/22/15	03/13/17	\$	1,125.00
55	WEBB, BRYAN LEE	1500007016	10			05/11/15 - 05/21/15	05/11/17	\$	1,250.00
56	WELLS, MICHAEL DAVID	1400003920	2			03/06/14 - 03/08/14	12/31/16	\$	250.00
57	WERTZ, BRIAN ALLEN	1400018154	5			10/23/14 - 10/29/14	12/31/16	\$	750.00
58	WHITE, ERIC RYAN	1500002946	2			02/18/15 - 02/23/15	02/18/17	\$	625.00
59	WILSON, CURTIS DEWANE	1500015136	2			08/21/15 - 08/23/15	08/21/17	\$	250.00
60	WYCKOFF, CORINA	1500016279	2		2	09/08/15 - 09/10/15	09/08/17	\$	250.00
61	ZAPP, HEATHER ALYSE	1500008705	4			05/18/15 - 05/20/15	05/18/17	\$	250.00
62	ZEPEDA, JOSEPH	1500002867	1			02/17/15 - 02/21/15	02/17/17	\$	500.00
		1400000007	5			01/02/14 - 01/03/14	12/31/16	\$	125.00
		1400021045	5			12/12/14 - 12/17/14	12/31/16	\$	625.00
		1500013498	5			07/29/15 - 08/01/15, 08/03/15 - 08/04/15	07/29/17	\$	625.00
<b>TOTALS</b>								<b>90</b>	<b>\$ 37,625.00</b>

TOTALS 211 90 \$ 37,625.00

CONFIDENTIAL - DO NOT DUPLICATE OR DISSEMINATE

# **Attachment B**

**Notice of Entitlement to Settlement Money & Release**

### **Notice of entitlement to settlement money**

You have been identified by the American Civil Liberties Union of Colorado (ACLU) and the City of Colorado Springs (the City) as being entitled to settlement money for being sentenced to jail sometime after January 1, 2014 for a “non-jailable offense.” A “non-jailable offense” is an offense that, by Colorado Springs law, is not punishable by jail. The City has reached a settlement with the ACLU. As part of the settlement agreement, the ACLU negotiated for the City to create a fund to compensate specifically-named individuals whom the City’s municipal court sentenced to jail for a non-jailable offense since January 1, 2014. You are one of those individuals.

The settlement agreement provides for a specific amount of money for you and the other specifically-named individuals. Under the terms of the settlement agreement, the City agreed to compensate you at a rate of \$125 for each day of incarceration for a non-jailable offense. The City will compensate you *only* for days you spent in jail *solely* on a sentence for a non-jailable offense. The City will not compensate you for time you spent in jail if you were also held at the same time on a jailable offense or on a warrant. With these preconditions in mind, the ACLU and the City calculated and agreed to the number of days in jail for which you are entitled to compensation. You may contact the ACLU or the City for information regarding the amount of money which you may claim pursuant to the settlement agreement.

You are not an ACLU client. You have no obligation to accept the settlement money. But, you have a right to collect the settlement money if you wish. If you choose to collect the money, you will be required to sign a release of claims, as well as other administrative documents. The release will prohibit you from bringing further legal action against the City for having been jailed for a non-jailable offense. The release is attached for your review.

The settlement money is available only for a limited period of time. You may collect the money within two years of the date you were incarcerated for a non-jailable offense *or* by December 31, 2016, whichever is later.

### **How to collect your settlement money**

To claim your compensation, you must make an appointment to meet with a representative of the City Attorney’s Office. You may make an appointment by calling 719-385-5909 or by appearing at the City Administration Building, 30 S. Nevada Ave., Colorado Springs. Appointments will be scheduled approximately 7 to 14 days after your initial call. When you set up the appointment, you will be asked for an address. If you do not have one, you may choose to use the address of the Marion House or Springs Rescue Mission.

If you have a government-issued photo ID, bring it to your meeting. If you do not have a government-issued photo ID, you still may claim compensation at your meeting. The City representative will take your photo and ask for other identifying information to attempt to confirm your identity. The meeting is only to begin the process of providing you settlement money. The City will not perform a routine warrants check at the meeting. Once you sign the release and other administrative forms, you will be provided with your check.

**If you have questions or problems collecting the settlement money**

If you wish to speak with the City of Colorado Springs about the amount of money you are eligible to collect or how to collect your settlement money, please contact Donni Davis, City Attorney Office Receptionist at 719-385-5909 or [ddavis@springsgov.com](mailto:ddavis@springsgov.com).

If you wish to speak with the ACLU about your entitlement to settlement money or are having trouble collecting settlement money from the City, please contact Becca Curry, ACLU Research and Policy Associate, at 720-402-3115 or at [bcurry@aclu-co.org](mailto:bcurry@aclu-co.org). Please note the ACLU is not your attorney in this matter, but the ACLU can provide you with information about the settlement agreement with the City that has resulted in the creation of a fund to compensate you and others for incarceration for a non-jailable offense.

**Release of potential legal claims**

I understand that I may have potential legal claims against the City of Colorado Springs. These potential legal claims stem from the sentence or sentences imposed by the Colorado Springs Municipal Court after I was convicted of one or more violations of the Colorado Springs City Code. I was sentenced to spend time in jail, but the City Code did not provide for jail sentences as punishment for my violations. I will refer to these City Code sections as “non-jailable offenses.”

In return for payment of \_\_\_\_\_, I agree to give up and release these potential legal claims. I am giving up all potential legal claims for any injury related to or stemming from being sentenced to jail for a non-jailable offense at any time before execution of this Release. I am giving up any potential claims against the City of Colorado Springs, the Colorado Springs Municipal Court, and all employees, former employees or elected officials of these entities, for any injury stemming from the sentence or sentences imposed on me for a conviction of any non-jailable offense.

I understand that this payment, in exchange for me giving up potential legal claims, is a final settlement of my potential legal claims. I know that means that I am giving up the right to file a lawsuit and go to court. I understand that I am not required to accept this settlement. I am doing so voluntarily. I understand that I have the right to seek the assistance of an attorney to review and explain this document to me before signing it. By signing below, I acknowledge that I have received a check for \_\_\_\_\_ as a final settlement of my potential legal claims.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

by \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

# **Attachment C**

## **Eligible Individual Notification Process**

### **Eligible Individual Notification Process:**

1. The City will attempt to provide a copy of the Notice of Entitlement to Settlement Money (“Notice”) contained in Attachment B to the settlement agreement to all Eligible Individuals in the manners described below. Except when mailing the Notice to an Eligible Individual, the City will ask the Eligible Individual to sign a Receipt of Notice Acknowledgment on page 3 of this Attachment. If the Eligible Individual refuses to sign the Receipt of Notice Acknowledgment, the individual who provided the notice to the Eligible Individual will print his or her name and position of employment on the signature block of the form.
2. **Last Known Address:** The City Attorney’s Office (CAO) will post the Notice of Entitlement to Settlement Money (“Notice”) contained in Attachment B to the settlement agreement, to the last known address (if any) for all Eligible Individuals within five (5) business days of the full execution of the settlement agreement. A list of the last known addresses of Eligible Individuals is contained in pages 4-5 of this Attachment.
3. **HOT Team Officers:** All HOT Team Officers will be provided with a list of the names of Eligible Individuals and copies of the Notice. If the HOT Team Officers know of possible places within the City to locate an Eligible Individual, they will seek out the Eligible Individual. If HOT Team Officers have reason to believe that certain Eligible Individuals are in the City but the Officers cannot locate them, HOT Team Officers may ask homeless service providers within the City (such as the Marion House and Springs Rescue Mission) about their whereabouts. HOT Team Officers will serve any Eligible Individual they encounter with a Notice and have the Eligible Individual sign an acknowledgement of receipt. HOT Team Officers will not use the encounter with the Eligible Individual as an opportunity to run a routine warrants check on the Eligible Individual. A warrants check would only be permissible if the Eligible Individual engages in specific conduct during the encounter that gives the officer probable cause to believe the Eligible Individual committed a crime. HOT Team Officers will route Notice receipt acknowledgement forms to the CSPD Lieutenant in charge of the HOT Team, who will then forward the acknowledgment form to the CAO.
4. **Municipal Court:**
  - a. Jail Docket: A daily jail docket is printed each morning. This docket lists by defendant’s name all cases that are scheduled to be heard on the jail docket that day. The Administrative Technician will review the daily jail docket for all names on the Eligible Individuals List for the entire “claims period,” which runs from the date the settlement agreement is executed through the latest date that an Eligible Individual is entitled to collect funds.

When an Eligible Individual is on the jail docket, the Administrative Technician will contact Division 5 (where the Jail Docket is heard) and notify the Division Clerk of the name of the Eligible Individual.

The Division Clerk will notify the Marshals who staff the Municipal Court Jail Docket at the Criminal Justice Center (CJC) of the names of Eligible Individuals. The Marshals will have Notices at the jail. The Marshals will serve Eligible Individuals with the Notices and have the Eligible Individuals sign an acknowledgment of receipt of the Notice. The Marshals will return the signed acknowledgment to the Administrative Technician, who will then forward the acknowledgment form to the CAO.

- b. All Other Dockets: A daily docket is printed each morning. This docket lists by defendant's name all cases that are scheduled to be heard on the docket that day for all court Divisions. The Administrative Technician will review the daily docket for all names on the Eligible Individuals List for the entire claims period. When an Eligible Individual is on the docket, the Administrative Technician will contact the court division hearing that docket that day and notify the Division Clerk the name of the Eligible Individual. The Courtroom Assistants will have Notices in each division. When the defendant checks in, the Courtroom Assistant will serve the Eligible Individual with the Notice and will have the Eligible Individual sign an acknowledgment of receipt of the Notice. The Courtroom Assistant will return the signed acknowledgment to the Administrative Technician, who will then forward the acknowledgment form to the CAO.

**5. ACLU:**

- a. The ACLU may provide a list of the names of Eligible Individuals and copies of the Notice of Entitlement to Settlement Money to homeless service providers in Colorado Springs pursuant to paragraph 9 of the Settlement Agreement.
- b. The ACLU and Plaintiffs may provide the Notice to an Eligible Individual with whom the ACLU comes into contact.
- c. ACLU shall provide the City the name of any Eligible Individual to whom it provides the Notice and copies of the Acknowledgement of Confidentiality obtained from any homeless service provider with whom it shares the List of Eligible Individuals within five days of giving such Notice or sharing such List.

**6. City's Notification of ACLU:** Every two weeks for two months after execution of the Settlement Agreement and then monthly thereafter until the claims period has ended, the City will provide the ACLU:

- a. a list of all Eligible Individuals who have been notified by the City of their entitlement to settlement money and the date of such notification; and
- b. a list of all individuals who have collected settlement money and the date of such collection.

**Receipt of Notice Acknowledgment**

I, \_\_\_\_\_, hereby acknowledge that I received an envelope labeled "Notification To Eligible Individual".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

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**Last Known Address List**

<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Last updated</b>
AKMENKALNS, RANDY JOSEPH	436 N 28th	Colorado Springs	CO	80904	2/11/2015
BAKHTIAR, RAEHEL LYNNE	801 S Cascade Ave D	Colorado Springs	CO	80903	12/30/2015
BAXTER, SEAN RYAN	3201 E Platte Ave	Colorado Springs	CO	80909	1/5/2015
BEARD, BRANDON EVERETT DOUG	2010 Carmel Dr, Apt 209	Colorado Springs	CO	80910	12/12/2012
CARPENTER, ERIN ELIZABETH	1215 Quivira Dr	Colorado Springs	CO	80910	3/31/2014
CARROLL, SHANNON HANNAH	9512 Brisk Breeze Court	Colorado Springs	CO	80925	11/16/2012
CHAPMAN JR, DONALD ROBERT	Transient				9/14/2015
CHASE, WILLIAM ROBERT	875 Rancher Drive	Fountain	CO	80817	10/8/2013
CONNELL, STEVEN SCOTT	Transient				9/11/2015
COOLEY, JOE RAYMOND	1613 New Castle St	Colorado Springs	CO	80906	3/3/2014
CRAWFORD, ROBIN JAMES	Transient				3/13/2015
DE STACKELBERG, ROBERT	Transient			80903	9/21/2015
DEKEADO, LOGAN TYLER	1501 New Castle St	Colorado Springs		80907	4/12/2012
ERICKSEN, BRIAN PATRICK	14 W Bijou St	Colorado Springs	CO	80903	3/10/2014
FLORES, CHRISTINA BELEN	10773 Deer Meadow Cir	Colorado Springs	CO	80925	10/7/2014
FORD, JERRAL BARNETT	2008 Mt. Werner Cir	Colorado Springs	CO	80905	3/6/2015
GALLACHER, ALLEN JOHN	Transient			80907	10/20/2015
GORDON, CHARLES DOUGLAS	1518 Tesla Dr	Colorado Springs	CO	80909	4/20/2015
GREGORY, JACK DWAYNE	Transient				5/24/2013
GUNDERSON, NICHOLAS ADAM	Transient				5/27/2014
HENDRICKS, DARWIN LEE	2808 W Colorado Ave	Colorado Springs	CO	80904	8/3/2015
HOLMES, KEVIN LEE	7762 Monte Cristo Bay Cir	Fountain	CO	80817	6/5/2012
KOVAL, DAVID ERIC	Transient			80904	8/19/2015
KOZOL, ALBERT EDWARD	14 W Bijou St	Colorado Springs	CO	80903	9/18/2015
LARSON, CORA JEAN	2850 Carmel Cir	Colorado Springs	CO	80910	2/10/2015
LUCERO, ALBERT JOHN	811 S Corona, Apt 22	Colorado Springs	CO	80903	10/22/2015
MCCABE III, LELAND ELMER	115 N 24th St	Colorado Springs	CO	80904	10/2/2015
MILLARD, DONALD JOSEPH	Transient				8/26/2015
MOSES, MATHIA JOSEPH	3802 N Academy	Colorado Springs	CO	80903	5/26/2015
MUNSON, MARK DANIEL	Transient				10/6/2015
OGRADY, SCOTT ALLEN	Transient			80904	5/18/2015
OWEN, RICHARD D	14 W Bijou St	Colorado Springs	CO	80903	12/4/2015
PHILLIPS, ANDREW GORDON	14 W Bijou St	Colorado Springs	CO	80903	10/6/2015
PHILLIPS, MATTHEW ANTHONY	5 W Las Vegas St	Colorado Springs	CO	80903	10/20/2015
PLOTNER JR, CHARLES ROBERT	5 W Las Vegas St	Colorado Springs	CO	80903	9/18/2015
POTTER, EDWIN EARL	14 W Bijou St	Colorado Springs	CO	80903	11/9/2015
POUNCEY, JOHN DALE	5 W Las Vegas St	Colorado Springs	CO	80903	4/21/2015
QUICKENTON, JACOB ROBERT	Transient			80903	10/13/2015

QUINLAN, PATRICK TYLER	2910 E Serendipity Cir	Colorado Springs	CO	80917	1/8/2015
RICHARDSON III, GLEN DORAN	709 S Sierra Madre	Colorado Springs	CO	80903	5/4/2015
RINEHART, WAYNE CHARLES	Transient				9/14/2015
ROBERTSON, LYLE OTIS	104 E Platte Ave #303	Colorado Springs	CO	80903	8/29/2012
ROSARIO-LOPEZ, WILSON EMMANUEL	4540 Anjelina Cir N	Colorado Springs	CO	80916	3/7/2014
RUFF, KEILA MARIE	4887 Rusty Nail Pt 102	Colorado Springs	CO	80916	10/28/2013
SATTERWHITE, FREDERICK	Transient				6/16/2015
SCHUBARTH, ABRAHAM ELIEZER	1034 Cooper Ave	Colorado Springs	CO	80905	12/7/2015
SEELEY, JOHN LUKE	Transient			80904	8/21/2015
SJOKEN, ALAN DALE	14 W Bijou St	Colorado Springs	CO	80920	9/8/2014
SMITH, JASON ROBERT	Transient				3/10/2014
STEVENS, TRACY LYNNE	Transient			80904	6/26/2015
STEVENS, WAYNE ALBERT	Transient				5/18/2015
TACKETT, SETH WILLIAM AARO	Transient			80904	9/30/2015
TAYLOR, JOE ROBERT	Transient			80903	8/31/2015
WADE, KENNETH DARRELL	Transient				11/25/2014
WEBB, BRYAN LEE	701 Cima Vista Pt	Colorado Springs	CO	80911	12/11/2014
WELLS, MICHAEL DAVID	4617 Chicory Ct	Colorado Springs	CO	80917	4/29/2014
WERTZ, BRIAN ALLEN	326 E Colorado Ave 3	Colorado Springs	CO	80903	
WHITE, ERIC RYAN	3117 De Cortez	Colorado Springs	CO	80909	7/21/2014
WILSON, CURTIS DEWANE	4323 La Shelle Ave, Apt A	Colorado Springs	CO	80906	9/17/2014
WYCKOFF, CORINA	3150 W Colorado Ave	Colorado Springs	CO	80904	6/24/2013
ZAPP, HEATHER ALYSE	4790 Marabou Way	Colorado Springs	CO	80911	3/27/2014
ZEPEDA, JOSEPH	Transient				8/11/2015

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# **Attachment D**

## **Eligible Individual Claim Process**

## Eligible Individual Claim Process

- 1. Appointment:** Eligible Individuals may set an appointment with the CAO to claim compensation under the settlement agreement either by phone (719-385-5909) or by appearing at the City Administration Building (CAB), 30 S. Nevada Ave., Colorado Springs. The reception desk at the CAB will have a list of the names of Eligible Individuals. The police officer who staffs the reception desk will not use the encounter with the Eligible Individual as an opportunity to run a routine warrants check on the Eligible Individual. A warrants check would only be permissible if the Eligible Individual engages in specific conduct during the encounter that gives the officer probable cause to believe the Eligible Individual committed a crime. Eligible Individuals (with or without identification) will be allowed to enter the CAB to phone up to the CAO to set an appointment to meet with a CAO representative or, if they already have an appointment, to meet with a CAO representative. Appointments will be scheduled 7-14 days after the initial call to set the appointment. During the call to set up the appointment, the CAO receptionist will remind callers to bring a government-issued identification if they have one, and to provide an address. If they have no address, the CAO will offer to use the Marion House or Springs Rescue Mission as an address. (An address is needed for the settlement check.)

Once an appointment is scheduled, the CAO will request City Accounts Payable to issue a check in the name of the Eligible Individual—using the address the person provides when making the appointment and the social security number on file for the Eligible Individual<sup>1</sup>--so that if the Eligible Individual's identity can be confirmed at the meeting with the CAO representative, the Eligible Individual can leave with his or her check that same day, without having to return at a later date to pick up the check.

- 2. Meet with CAO Representative:** A CAO representative will meet with Eligible Individuals at a table in the lobby of the CAB to process claims to compensation under the settlement agreement. To obtain the compensation agreed to under the settlement agreement, all Eligible Individuals will be required to sign three documents:
  1. A Release [Attachment E of Settlement Agreement];
  2. A W-9 tax form [p. 5 of this Attachment D]; and
  3. A Receipt acknowledging receipt of the settlement check [p. 4 of this Attachment D].

In advance of meeting, the CAO will collect booking photos; dates of birth; social security numbers; information on scars, tattoos and piercings; and, to extent they exist, sample signatures of all Eligible Individuals.<sup>2</sup> If a person has a government-issued identification, the CAO representative will notarize their signature on the Release and ask them to fill out the W-9 form.

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<sup>1</sup> The CAO has collected social security numbers for all Eligible Individuals from CSPD files.

<sup>2</sup> The CAO has collected booking photos, dates of birth, social security numbers, and information on scars, tattoos and piercings for all Eligible Individuals and sample signatures of all but 18 of the Eligible Individuals.

If a person claims to be an Eligible Individual but does not possess a government-issued ID, the CAO representative will take a photo of the Eligible Individual and ask them to fill out a form asking for their full name, date of birth, signature, social security number and location and description of any scars, tattoos or piercings. If the identity of the individual can be confirmed by comparing the photo, date of birth, social security number, signature and scars, tattoos or piercings to those on file, the CAO representative will continue to process the claim, using a Release form that will not be notarized.

If the identity of the individual cannot be confirmed by comparing the above information, the CAO will contact the ACLU with the collected information. If both the City and the ACLU agree that the person claiming to be the Eligible Individual does not appear to be the Eligible Individual, then the City will deny the claim. If the parties cannot agree that the person is or is not the Eligible Individual, then the CAO representative will give the person the option to provide a fingerprint sample to confirm his or her identity as an Eligible Individual.

If the person elects to provide a fingerprint sample, the CAO representative can collect the fingerprint sample at the meeting. The person may return to the CAB one week after providing a fingerprint sample to learn whether their identity as an Eligible Individual has been confirmed. If the person elects not to provide a fingerprint sample, they will be advised to return to the CAB to claim compensation when they have obtained a government-issued identification.

After an Eligible Individuals' identity is confirmed and after the Eligible Individual signs a Release, W-9, and Receipt, the CAO representative will give the Eligible Individual a check in the amount agreed to by the parties. The CAO representative will instruct the Eligible Individual that they may cash the check at U.S. Bank, 6 S. Tejon Street, Colorado Springs for \$7.00. If the Eligible Individual does not have ID, the City can call the bank to let them know the Eligible Individual will be arriving shortly to cash a check, and the bank will honor the check without ID.

**No ID Verification**

Full Name (print)	
Date Today	
Date of Birth	
Signature	
SS#	
Scars, Tattoos, Piercings	

Photo:

RECEIPT

I, \_\_\_\_\_, hereby acknowledge  
that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ a.m./p.m., I  
received check no. \_\_\_\_\_ in the amount of \_\_\_\_\_ from the City of Colorado  
Springs.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_



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# **Attachment E**

**Release of Potential Claims (with & without ID)**

**Release of potential legal claims (with ID)**

I understand that I may have potential legal claims against the City of Colorado Springs. These potential legal claims stem from the sentence or sentences imposed by the Colorado Springs Municipal Court after I was convicted of one or more violations of the Colorado Springs City Code. I was sentenced to spend time in jail, but the City Code did not provide for jail sentences as punishment for my violations. I will refer to these City Code sections as “non-jailable offenses.”

In return for payment of \_\_\_\_\_, I agree to give up and release these potential legal claims. I am giving up all potential legal claims for any injury related to or stemming from being sentenced to jail for a non-jailable offense at any time before execution of this Release. I am giving up any potential claims against the City of Colorado Springs, the Colorado Springs Municipal Court, and all employees, former employees or elected officials of these entities, for any injury stemming from the sentence or sentences imposed on me for a conviction of any non-jailable offense.

I understand that this payment, in exchange for me giving up potential legal claims, is a final settlement of my potential legal claims. I know that means that I am giving up the right to file a lawsuit and go to court. I understand that I am not required to accept this settlement. I am doing so voluntarily. I understand that I have the right to seek the assistance of an attorney to review and explain this document to me before signing it. By signing below, I acknowledge that I have received a check for \_\_\_\_\_ as a final settlement of my potential legal claims.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

State of Colorado                    )  
  ) ss.  
County of \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_,

by \_\_\_\_\_.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary Public

**Release of potential legal claims (without ID)**

I understand that I may have potential legal claims against the City of Colorado Springs. These potential legal claims stem from the sentence or sentences imposed by the Colorado Springs Municipal Court after I was convicted of one or more violations of the Colorado Springs City Code. I was sentenced to spend time in jail, but the City Code did not provide for jail sentences as punishment for my violations. I will refer to these City Code sections as “non-jailable offenses.”

In return for payment of \_\_\_\_\_, I agree to give up and release these potential legal claims. I am giving up all potential legal claims for any injury related to or stemming from being sentenced to jail for a non-jailable offense at any time before execution of this Release. I am giving up any potential claims against the City of Colorado Springs, the Colorado Springs Municipal Court, and all employees, former employees or elected officials of these entities, for any injury stemming from the sentence or sentences imposed on me for a conviction of any non-jailable offense.

I understand that this payment, in exchange for me giving up potential legal claims, is a final settlement of my potential legal claims. I know that means that I am giving up the right to file a lawsuit and go to court. I understand that I am not required to accept this settlement. I am doing so voluntarily. I understand that I have the right to seek the assistance of an attorney to review and explain this document to me before signing it. By signing below, I acknowledge that I have received a check for \_\_\_\_\_ as a final settlement of my potential legal claims.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

**Verification**

I, \_\_\_\_\_, state that I have compared the booking photo; date of birth; social security number; signature (if any); and scars, tattoos and piercings (if any) on file for the Releasor to a photograph; date of birth; social security number; signature; and scars, tattoos and piercings (if any) collected from or observed on the person claiming to be the Releasor (all of which are attached hereto and incorporated herein), and find that, to the best of my ability, they are sufficiently similar such that it is reasonable to conclude that they are the same person.

Signature: \_\_\_\_\_

Printed: \_\_\_\_\_

# **Attachment F**

## **List of Eligible Individuals**



**List of Eligible Individuals Entitled to Compensation  
from the City of Colorado Springs**

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Akmenkalns, Randy Joseph  
Bakhtiar, Raechel Lynne  
Baxter, Sean Ryan  
Beard, Brandon Everett Doug  
Carpenter, Erin Elizabeth  
Carroll, Shannon Hannah  
Chapman Jr, Donald Robert  
Chase, William Robert  
Connell, Steven Scott  
Cooley, Joe Raymond  
Crawford, Robin James  
De Stackelberg, Robert  
Dekeado, Logan Tyler  
Ericksen, Brian Patrick  
Flores, Christina Belen  
Ford, Jerral Barnett  
Gallacher, Allen John  
Gordon, Charles Douglas  
Gregory, Jack Dwayne  
Gunderson, Nicholas Adam  
Hendricks, Darwin Lee  
Holmes, Kevin Lee  
Koval, David Eric  
Kozol, Albert Edward  
Larson, Cora Jean  
Lucero, Albert John  
McCabe III, Leland Elmer  
Millard, Donald Joseph  
Moses, Mathia Joseph  
Munson, Mark Daniel  
Ogrady, Scott Allen  
Owen, Richard D  
Phillips, Andrew Gordon

Phillips, Matthew Anthony  
Plotner Jr, Charles Robert  
Potter, Edwin Earl  
Pouncey, John Dale  
Quickenton, Jacob Robert  
Quinlan, Patrick Tyler  
Richardson III, Glen Doran  
Rinehart, Wayne Charles  
Robertson, Lyle Otis  
Rosario-Lopez, Wilson Emmanuel  
Ruff, Keila Marie  
Satterwhite, Frederick  
Schubarth, Abraham Eliezer  
Seeley, John Luke  
Sjoken, Alan Dale  
Smith, Jason Robert  
Stevens, Tracy Lynne  
Stevens, Wayne Albert  
Tackett, Seth William Aaron  
Taylor, Joe Robert  
Wade, Kenneth Darrell  
Webb, Bryan Lee  
Wells, Michael David  
Wertz, Brian Allen  
White, Eric Ryan  
Wilson, Curtis Dewane  
Wyckoff, Corina  
Zapp, Heather Alyse  
Zepeda, Joseph

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# **Attachment G**

## **Acknowledgment of Confidentiality**

## ACKNOWLEDGEMENT OF CONFIDENTIALITY

I acknowledge that the American Civil Liberties Union of Colorado (ACLU) has provided me a copy of the "*List of Eligible Individuals*" who are entitled to settlement money from the City of Colorado Springs.

I further understand that:

- As part of the notification process, the ACLU of Colorado has agreed to limit circulation of this "*List of Eligible Individuals*" to the parties and their attorneys with one exception. The ACLU may provide homeless service providers a copy of the "*List of Eligible Individuals*," provided that a representative of the outside organization agree not to disclose, disseminate or publicize the list.
- As a representative of an outside organization receiving a copy of the "*List of Eligible Individuals*," I agree not to disclose, disseminate, or publicize the list.
- I understand that I may use the list to identify Eligible Individuals, inform them of their entitlement to settlement money, and provide them a copy of the document entitled "*Notice of Entitlement to Settlement Money*," provided to me by the ACLU.

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Print name of Representative

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Signature of Representative

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Organization

---

Date