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Louis Hopson, et al. v. Mayor and City Counsel of Baltimore et al.

Judge William D. Quarles Jr.

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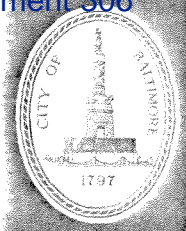
Louis Hopson, et al. v. Mayor and City Counsel of Baltimore et al.

Keywords

Louis Hopson, Mayor, City Counsel of Baltimore, 1:04-cv-03842 (WDQ), Consent Decree, Disparate Treatment, Race, African American or Black, Other, Employment Law, Title VII

CITY OF BALTIMORE

SHEILA DIXON, Mayor



DEPARTMENT OF LAW

GEORGE A. NILSON, City Solicitor
101 City Hall
Baltimore, Maryland 21202

June 23, 2009

The Honorable Paul W. Grimm
United States Magistrate
Garmatz Federal Courthouse
101 West Lombard St.
Chambers 8B
Baltimore, MD 21201

Re: Louis Hopson, et al. v. Mayor and City Counsel
of Baltimore et al., Civil No. 04-3842 (WDQ)

Dear Magistrate Grimm:

The parties advise that the above litigation has been settled in principle and hereby enclose an executed copy of the Settlement Agreement and exhibits thereto. The parties have also prepared the enclosed draft Stipulation of Dismissal and Retention of Jurisdiction to Enforce Settlement Agreement.

As provided in Section 1 of the Settlement Agreement, the Agreement is to become effective "on the date of the latest to occur of the following: when it is signed by all parties, when it is approved by the Baltimore City Board of Estimates, and if necessary by the Baltimore City Council and the United States District Court."

It is anticipated that the Board of Estimates will consider the Settlement at its June 24, 2009 meeting. We do not believe that approval by the City Council is required. That leaves approval by this Court, to the extent such approval is necessary.

As you know, on June 29, 2009, at 11:00 a.m., the case is set for a chambers conference before Your Honor, at which time the parties shall advise as to the status of the settlement and to address any matters as necessary.

Very truly yours,

Peter D. Isakoff, Esquire
Counsel for Plaintiffs

George A. Nilson, Esquire
Counsel for Defendants

UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF MARYLAND

LOUIS H. HOPSON, JR. et al.	*
Plaintiffs	*
v.	* Civil Action 1:04-cv-03842 (WDQ)
THE MAYOR AND CITY COUNCIL OF BALTIMORE, et al.	*
Defendants.	*

**STIPULATION OF DISMISSAL AND RETENTION OF
JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT**

In accordance with the terms of the Settlement Agreement reached between the parties, the terms of which are set forth at Exhibit 1 and accompanying exhibits (hereinafter "Settlement Agreement") and are incorporated by reference, it is hereby this ____ day of _____, 2009,

ORDERED that the claims asserted in this case be and hereby are dismissed with prejudice pursuant to Rule 41(a) (2) of the Federal Rules of Civil Procedure with each party bearing its own costs; PROVIDED, however, that it is

FURTHER ORDERED that the Court shall retain jurisdiction of this matter to enforce the terms of the Settlement Agreement.

WILLIAM D. QUARLES, JR.
UNITED STATES DISTRICT JUDGE

Settlement Agreement

This Settlement Agreement is entered into this 18th day of June, 2009, by and among Louis H. Hopson, Jr., Leslie Edwards, Erica Foote, Antoine Travers, Charles Carter, Karen Alston, Jacques Bonaparte, Carlos Perry, Shirley Onyango, Edward Tindel, Tony Ellison, Exdol Williams, Melvin Russell, Lynell Green, and Maurice Price (collectively the "Individual Plaintiffs") and the Mayor and City Council of Baltimore, and the Baltimore City Police Department (the "BPD") (collectively, the "Defendants"). The Individual Plaintiffs and Defendants are collectively referred to herein as the "Parties."

WHEREAS the Individual Plaintiffs, as well as five other individuals who are no longer named plaintiffs, commenced litigation (the "Litigation") by filing a class action complaint (the "Complaint") against Defendants in the United States District Court for the District of Maryland, Case No. 1:04-CV-03842, alleging that Defendants had engaged in a pattern and practice of discrimination against African-American police officers employed by the BPD, including the Individual Plaintiffs, primarily though not exclusively through the BPD's internal disciplinary system (the "Disciplinary Process");

WHEREAS since 2005, the Parties have conducted but not completed discovery with respect to class certification issues, although no motion for class certification has been filed; and

WHEREAS the Parties desire to settle the Litigation on the terms contained herein on an individual basis without admission of liability and without admission by Defendants that class certification is appropriate,

THE PARTIES HERETO AGREE AS FOLLOWS:

- I. **Effective Date and Term:** This Agreement shall be effective ("Effective Date") on the date of the latest to occur of the following: when it is signed by all parties, when it is approved by the Baltimore City Board of Estimates and, if necessary, by the Baltimore City Council and the United States District Court. The Parties and their counsel will exercise best efforts to obtain any necessary approvals of this Agreement. It shall remain in effect during the term of the Consultant as described in Section VII herein, including any extension.
- II. **Jurisdiction and Venue:** The Parties agree that the United States District Court for the District of Maryland has jurisdiction over this action and will jointly move to have the Court retain jurisdiction of this action for the purpose of enabling any of the Parties to apply to the Court at any time for further orders and directions as may be necessary to carry out or construe or enforce compliance with this Agreement.
- III. **Mutual Releases:**

A. Release of Defendants by the Individual Plaintiffs: In exchange for the consideration detailed below, including the Settlement Fund and Non-Monetary Relief, the Individual Plaintiffs will exercise a release in the form attached as Exhibit A hereto, except that the release for Plaintiff Charles Carter shall not extend to any claims at issue in his termination litigation currently pending in the Maryland Court of Special Appeals (Case No. 24-C-07-009926), the release for Plaintiff Exdol Williams shall not extend to any claims at issue in his currently pending EEO complaint, and the release for Plaintiff Louis Hopson shall not extend to any claims at issue regarding uncredited pension time from 1998 and 1999 which are beyond the bounds of the Complaint herein. The Parties agree, however, that nothing in this Agreement shall be construed as a release of any claims of putative class members other than Individual Plaintiffs.

B. Release of Individual Plaintiffs by Defendants: In exchange for release of claims referenced in ¶ III.A above and the other terms and conditions set forth herein, the Defendants shall execute releases in the form attached as Exhibit B hereto.

IV. No Admission of Liability: This Agreement constitutes a compromise and settlement of disputed claims and shall not be deemed or construed to be an admission of liability by any of the Parties at any time for any purpose.

V. Target Dates: The Parties recognize the importance of timely implementation of the remedial measures provided in this Agreement. The schedule(s) set forth in the Agreement for implementing remedial measures are based on the Parties' current best estimates of the time required for such implementation. Defendants will make good faith efforts to meet the schedule(s) set forth herein. In the event that, notwithstanding the BPD's good faith efforts, the BPD determines that extending some part of the schedule becomes necessary, the BPD agrees to provide advance notice to Plaintiffs' Counsel.

VI. Monetary Relief -- Settlement Fund

A. Settlement Fund

Defendants shall create a fund in the amount of \$2,500,000.00 (the "Settlement Fund") which will be placed in escrow within thirty (30) days of the Effective Date of this Agreement. Any interest earned on the Settlement Fund shall be the property of Defendants. The Settlement Fund will be used to pay the claims of the fifteen Individual Plaintiffs as well as all of Plaintiffs' Attorneys' Fees in connection with the Litigation. As detailed in ¶ VII.B.2.b below, Defendants have agreed to fund and hold no less than five (5) leadership training classes during the five years following the Effective Date of the Agreement. If, for any reason, during the first three years following the Effective Date of the Agreement, the BPD fails to fund and commence at least three leadership training classes, the Defendants will add to the Settlement Fund the amount of \$150,000.00 within thirty (30) days of the three-year anniversary of the Effective Date. Moreover, if, for any reason, by the end of the subsequent two years, the BPD has failed to hold at least three leadership training classes during the five years following the Effective Date, for each leadership training class not held, the Defendants will add to the Settlement Fund the amount of \$150,000.00 within thirty (30) days of the five-

year anniversary of the Effective Date. The total of any amounts added to the Settlement Fund as a result of the BPD's failure to hold leadership classes may not exceed \$300,000. All amounts paid as a result of this paragraph will be distributed to the Individual Plaintiffs' and Plaintiffs' Counsel according to a methodology to be determined solely by the Plaintiffs and Plaintiffs' Counsel. Plaintiffs and their Counsel agree to hold Defendants harmless with regard to any matter, dispute or claim which may arise out of the methodology used to divide the settlement funds.

B. Confidentiality of Settlement Amounts: The total amount recovered by any Individual Plaintiff from the Settlement Fund shall be kept completely confidential, and shall be disclosed to no one other than Plaintiffs' counsel, that Individual Plaintiff and such person's spouse (or significant other) and immediate family, such person's accounting, financial and legal advisors, the Internal Revenue Service and as otherwise required by law. Each of the above persons to whom such authorized disclosures are made shall, in turn, be required to maintain the confidentiality of such information. In the event that Defendants prove by a preponderance of the evidence that such amount awarded to a Plaintiff based on the aforementioned methodology is disclosed by an Individual Plaintiff otherwise than as limited by this paragraph, such Individual Plaintiff shall be liable for breach of contract to the Defendants for liquidated damages equal to the total amount of such individual recovery. Additionally, if it is determined that the aggregate amount awarded to the Individual Plaintiffs as a whole is disclosed other than to accounting, financial and legal advisors, the Internal Revenue Service and as otherwise required by law, the Individual Plaintiffs who were determined by a preponderance of evidence to have disclosed that amount shall pay to the Defendants liquidated damages equal to the amount of their individual recoveries. The confidentiality obligations imposed by ¶ VI.B are perpetual and shall survive termination of this Agreement for any reason.

VII. Non-Monetary Relief

A. Consultant

1. The BPD will retain the services of an outside Consultant who shall be selected upon mutual agreement of the parties in a process to be determined by them, or in the alternative by former Maryland Attorney General Stephen H. Sachs from a list consisting of no more than two nominees submitted by the Plaintiffs and Defendants, respectively. The BPD will enter into a contract with the consultant on terms satisfactory to the Consultant and the City and consistent with the terms of this Settlement Agreement, for a term of three years beginning upon execution of the Consultant's contract, extendable by up to an additional two years if the Consultant reports at the end of three years that there is a continuing substantive problem relative to racial discrimination or disparities in the BPD's disciplinary system on which the BPD is not making identifiable and reasonable progress based on the data and other objective evidence particularized by the Consultant that supports the extension notice. Plaintiffs' Counsel shall receive any drafts of the contract submitted to the Consultant for possible execution with the opportunity to comment on it before it becomes final. The BPD will attempt to finalize that contract with the consultant within thirty days of the Effective

Date.

2. The BPD will include in the contract with the Consultant provisions for background briefings and information gathering during the first six months of the Consultant's appointment pertaining to the Disciplinary and EEO functions within the BPD generally, including any changes undertaken and implemented or planned within the previous two years.

3. The Consultant will be assigned a telephone number and P.O. Box at which he/she will be able to receive information from employees of the BPD or others relating to the disciplinary system and EEO function of the BPD and whether minority employees are or may be discriminated against or disparately treated by the system based on their race. The Consultant may follow up on such information as he/she sees fit and may consider it in periodic reports to the BPD. The retention of the Consultant and his/her role, together with the Consultant's contact information, will be disseminated appropriately throughout the BPD. Periodic reports prepared by the EEO office and circulated internally within the BPD and the City shall be concurrently provided by that office to the consultant. The Consultant may also make reasonable inquiries in his/her discretion consistent with the purposes of the settlement, including with respect to the BPD's EEO function.

4. Beginning July 1, 2010, and continuing every six months thereafter through the term of the Consultant, the BPD shall deliver to the Consultant a report reflecting all disciplinary activity within the BPD during the prior twelve months as reflected in the collective disciplinary databases, enhanced by the addition of the matters provided for in Exhibit D. These reports shall be accompanied by appropriate demographic information pertaining to the BPD generally. These reports shall include at least the following fields of information as applicable for each accused individual and incident: the race, sex, age, rank, and years of service of the accused officer, the date and substance of the complaint, charging party (source of complaint), date and substance of disciplinary charges/determinations of Charging Committee, date and substance of IID findings, date and substance of trial board findings/determinations, final disposition including the sanction imposed, if any, and any comment (in mitigation or aggravation or otherwise), all in such format as shall be agreed upon by the BPD and the Consultant. They shall be accompanied by other available information from the BPD reasonably calculated to shed light on the reported data. The Consultant will be entitled to meet and confer at and for reasonable times with a representative or representatives of the BPD of the Consultant's choosing to discuss the data contained in each such report within 30 days of receiving the report. Provided that they have executed a confidentiality agreement in the form attached as Exhibit C hereto, Plaintiffs' counsel herein shall receive the reports and data provided for in this paragraph and the reports and responses provided for in ¶ VIII.A.5. below – all through Defendants' counsel and contemporaneously with their being provided to the Consultant or the BPD as the case may be.

5. The Consultant will submit a written report to the Police Commissioner by December 31, 2009, and following each six-month data report from the BPD to the Consultant pursuant to the provisions hereof, which reports will include any areas of either progress or concern, observations, and any recommended actions for the BPD to consider in

light of what the data indicates and in light of any other information that the Consultant has become aware of. The Commissioner shall respond to such periodic reports within 60 days of receiving them and in such responses will identify whatever actions he/she proposes to take in response to the Consultant's report or otherwise. If the Consultant is not satisfied with the Commissioner's response, and if that dissatisfaction is not promptly resolved between the Commissioner and the Consultant, then the Consultant may submit his/her report together with the Commissioner's response to the Mayor of the City for consideration and any appropriate action by the Mayor.

B. BPD Remedial Measures

1. **General Goal:** Defendants are and shall remain committed to equal employment opportunities in all aspects of employment. The purpose of these general remedial measures is to provide Plaintiffs and all other employees of the BPD with a work environment free of illegal discrimination and retaliation. In particular, the purpose of these measures is to assure that the BPD's disciplinary policies and procedures are applied to African-American employees in a manner equivalent to the manner in which those same disciplinary policies and procedures are applied to non-African American employees. The purposes of these measures are also to ensure that BPD provides an effective means for employees to lodge internal complaints of discrimination and/or retaliation, and further to provide for a good faith investigation and resolution of all such claims. All provisions herein apply to all employees of the BPD.

2. **Specific Measures:**

a. The Defendants have taken and agree to take the steps necessary to enhance their MIS data capture and reporting systems relative to disciplinary actions within the BPD, and to initiate and execute the training activities, described generally on Exhibit D hereto. They agree to use their best efforts to do so no later than June 30, 2010. Those enhancements and activities are expected to cost approximately \$892,253.20 beyond what has already been expended as indicated on Exhibit D.

b. The Defendants have begun offering a leadership training program through the University of Maryland that focuses on providing leadership training to minority and women Sergeants and Lieutenants in the BPD in classes of 25 (the "Leadership Training Programs"). The Leadership Training Programs have an estimated cost per class of \$150,000 and are designed and intended to support the development of critical leadership skills among the minority and women officers of the BPD. The BPD agrees to offer at least five of these Leadership Training Programs over the next five years through the University of Maryland or otherwise. Failure to hold these classes during this five-year period will result in additions to the Settlement Fund as set forth in ¶ VI.A above.

c. IAD and Trial Board training provisions related to trial board process shall be funded and conducted at least at levels consistent with Exhibit D hereto. Additional training shall be provided during the term of the Consultant to personnel in the EEO

Office, the members of the Charging Committee, and to Trial Board personnel as follows:

(1) Personnel in the BPD's EEO Office shall receive annual training provided by the federal EEOC office that is pertinent to the discharge of their functions;

(2) Members of the Charging Committee and those who serve on trial boards shall be provided annual training designed to assist them in fairly administering the disciplinary process and assuring that it does not discriminate against minority employees.

d. At present, the BPD's Charging Committee of five individuals includes four minority members and one female member. The Charging Committee is responsible for determining on recommendation from disciplining authorities within the BPD what if any formal charges should be "prosecuted" to a Trial Board determination. The Commissioner and the BPD agree that as the composition of that Committee may change, it will during the next five years always include minority representation reflective of the extent to which the BPD's sworn officers are minorities and will always include one female member.

C. Individual Plaintiffs' Personnel Records:

1. Expungement: The Defendants have asserted that they are barred, both legally and by the BPD's own historical practices, from expunging any of the disciplinary records of the Plaintiffs herein except in accordance with the criteria of Section 3-110 of the Maryland Law Enforcement Officers' Bill of Rights (the "Statute"). If at any time during the five-year period following the Effective Date of this Agreement, the BPD grants expungement of the disciplinary records of a police officer under circumstances not at the time authorized by the express provisions of the Statute, then any Plaintiff may seek and shall be granted expungement of his or her disciplinary records that pre-date the Effective Date. And in all events, the Plaintiffs retain any rights they have to expungement under Section 3-110 to the extent applicable.

2. Confidentiality: Plaintiffs' personnel files and the disciplinary proceedings reflected therein are confidential and limited from disclosure by various laws. The BPD reiterates its standard practice, and agrees it will be followed with regard to Individual Plaintiffs, and that, except to the extent required by law, the BPD will respond to requests for employment history and information by disclosing dates of service only, and will not disclose any Individual Plaintiff's disciplinary history or whether the end of service was as a result of termination or resignation or otherwise.

VIII. No Retaliation

Defendants shall not retaliate against any of the Individual Plaintiffs for their having brought or pursued this Litigation.

IX. Choice of Law

This Settlement Agreement shall be construed in accordance with and governed by the laws of the State of Maryland, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

X. **Plaintiffs' Representation**

The Individual Plaintiffs state that they have been represented by Plaintiffs' Counsel in the Litigation and have consulted with Plaintiffs' Counsel in connection with their review and execution of this Agreement.

XI. **Entire Agreement**

This Settlement Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes any oral representations or agreements, but does not modify any other written agreement except as specifically provided for herein.

XII. **Counterparts**

This Settlement Agreement may be executed in counterparts and shall be legally binding, subject to obtaining the necessary approvals as set forth in paragraph I herein, when all signatures are exchanged by email.

Individual Plaintiffs

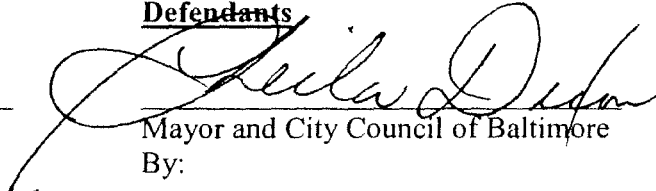
Louis H. Hopson, Jr.

Leslie Edwards

Erica Foote

Antoine Travers


Defendants



Mayor and City Council of Baltimore
By:

Baltimore City Police Department
By:

Approved as to form and legal sufficiency
this 16 Day of June, 2009 by City
Solicitor



George A. Nilson, Esq.

Charles Carter

Approved:
Board of Estimates of Baltimore

_____, 2009

Karen Alston

Deputy Comptroller
Harriet Taylor, Clerk

Jacques Bonaparte

Carlos Perry

Shirley Onyango

Edward Tindel.

Tony Ellison

Exdol Williams

Melvin Russell

Lynell Green

Maurice Price

RELEASE

In accordance with the Settlement Agreement dated _____, 2009, [Plaintiff Name] as Releasor hereby agrees to and does RELEASE and FOREVER DISCHARGE the Mayor and City Council of Baltimore, and the Baltimore City Police Department (hereafter "Releasees"), from any and all claims or causes of action, known or unknown, that were asserted or that could have been asserted in the litigation *Hopson Jr. et al. v. Mayor & City Council of Baltimore, et al.*, U.S. District Court for the District of Maryland, Case No. 1:04-cv-03842, from the beginning of time through the Effective Date of the Settlement Agreement.

Dated: _____, 2009

[Plaintiff Name]

EXHIBIT A- Charles Carter Version

RELEASE

In accordance with the Settlement Agreement dated _____, 2009, Charles Carter as Releasor hereby agrees to and does RELEASE and FOREVER DISCHARGE the Mayor and City Council of Baltimore, and the Baltimore City Police Department (hereafter "Releasees"), from any and all claims or causes of action, known or unknown, that were asserted or that could have been asserted in the litigation *Hopson Jr. et al. v. Mayor & City Council of Baltimore, et al.*, U.S. District Court for the District of Maryland, Case No. 1:04-cv-03842, (the "Hopson Litigation") from the beginning of time through the Effective Date of the Settlement Agreement, provided, however, that this Release does not release any claims or causes of action, known or unknown, that were asserted or could have been asserted against any of the Releasees in the litigation *Charles H. Carter v. Edward Ambrose, et al.*, Case No. 24-C-07-009926, currently pending in the Maryland Court of Special Appeals nor does it release any other claims Releasor may have against any of the Releasees arising on or after Releasor's termination and not related to the Hopson Litigation

Dated: _____, 2009

Charles H. Carter

EXHIBIT A- Exdol Williams Version

RELEASE

In accordance with the Settlement Agreement dated ____, 2009, Exdol Williams as Releasor hereby agrees to and does RELEASE and FOREVER DISCHARGE the Mayor and City Council of Baltimore, and the Baltimore City Police Department (hereafter "Releasees"), from any and all claims or causes of action, known or unknown, that were asserted or that could have been asserted in the litigation *Hopson Jr. et al. v. Mayor & City Council of Baltimore, et al.*, U.S. District Court for the District of Maryland, Case No. 1:04-cv-03842, from the beginning of time through the Effective Date of the Settlement Agreement, provided, however, that this Release does not release any claims that Releasor may have against any of the Releasees in connection with an internal complaint filed with the EEO Section of the Baltimore City Police Department in September 2008.

Dated: ____, 2009

Exdol Williams

EXHIBIT A- Louis Hopson Version

RELEASE

In accordance with the Settlement Agreement dated __ __, 2009, Louis H. Hopson, Jr. as Releasor hereby agrees to and does RELEASE and FOREVER DISCHARGE the Mayor and City Council of Baltimore, and the Baltimore City Police Department (hereafter "Releasees"), from any and all claims or causes of action, known or unknown, that were asserted or that could have been asserted in the litigation *Hopson Jr. et al. v. Mayor & City Council of Baltimore, et al.*, U.S. District Court for the District of Maryland, Case No. 1:04-cv-03842, from the beginning of time through the Effective Date of the Settlement Agreement, provided, however, that this Release does not release any claims that Releasor may have against any of the Releasees in connection with the Releasor's potential for credit to his pension that was unrecognized while the Releasor was terminated from the BPD between September 1998 and August 1999.

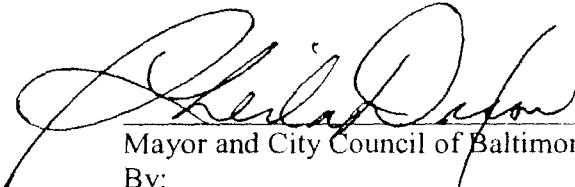
Dated: _____, 2009

Louis H. Hopson, Jr.

RELEASE

In accordance with the Settlement Agreement dated ____, 2009, the Mayor and City Council of Baltimore, and the Baltimore City Police Department as Releasors hereby agree to and do RELEASE and FOREVER DISCHARGE Louis H. Hopson, Jr., Maurice Price, Shirley Onyango, Melvin Russell, Edward Tindel, Karen Alston, Erica Foote, Exdol Williams, Jacques Bonaparte, Antoine Travers, Leslie Edwards, Charles Carter, Lynell Green, Anthony Ellison, and Carlos Perry and, if any, their heirs, executors, administrators, and agents (hereafter "Releasees"), from any and all claims or causes of action, known or unknown, of whatsoever form or nature from the beginning of time through the Effective Date of the Settlement Agreement.


Dated: ____, 2009



Mayor and City Council of Baltimore
By:

Baltimore City Police Department
By:

**Approved as to form and legal sufficiency
this 8 Day of June, 2009 by City Solicitor**



George A. Nilson, Esq.

EXHIBIT C

CONFIDENTIALITY OF CONSULTANT REPORTS AND BPD RESPONSES

WHEREAS, pursuant to the Settlement Agreement reached between the parties in Louis H. Hopson, Jr. et al. v. The Mayor and City Council of Baltimore et al., Civil Action No. 1:04-cv-03842 (AMD), on _____, 2009, the parties have agreed, *inter alia*, that the Consultant provided for in that agreement shall, for the duration of the term of the Consultant, collect various records and prepare reports concerning discipline within the Baltimore Police Department (BPD), as further described in the two paragraphs below and Exhibit A to the Settlement Agreement, and provide that information to counsel for plaintiffs, and that such records and reports shall be treated as confidential;

ACCORDINGLY, it is this _____ day of _____, 2009 **AGREED**:

I. Designation of Materials to be received by Consultant and provided to Plaintiffs' counsel as Confidential:

a. The BPD shall deliver to the Consultant a report reflecting all disciplinary activity within the BPD during the twelve months prior to the beginning date of the term of the Consultant, as reflected in the collective disciplinary databases, enhanced by the addition of the matters provided for in Exhibit D to the Settlement Agreement. These reports shall be accompanied by appropriate demographic information pertaining to the BPD generally. These reports shall include at least the following fields of information as applicable for each accused individual and incident: the race, sex, age, rank, and years of service of the accused officer, the date and substance of the complaint, charging party (source of complaint), date and substance of disciplinary charges/determinations of Charging Committee, date and substance of IID findings, date and substance of trial board findings/determinations, final disposition including the sanction imposed, if any, and any comment (in mitigation or aggravation or otherwise), all in such format as shall be agreed upon by the BPD and the Consultant. They shall be accompanied by other available information from the BPD reasonably calculated to shed light on the reported data. Plaintiffs' counsel herein shall receive the reports and data provided for in this paragraph and the reports and responses provided for in ¶ VII.A.5 of the Settlement Agreement – all through Defendants' counsel and contemporaneously with their being provided to the Consultant or the BPD as the case may be. All such data and documents described in this paragraph and any and all other data and documents referring, related to, or referencing the produced documents shall be subject to this Agreement and considered confidential information.

b. The Consultant will submit a written report to the Police Commissioner by December 31, 2009, and following each six month data report from the BPD to the Consultant pursuant to the provisions hereof, which reports will include any areas of either progress or concern, observations, and any recommended actions for the BPD to consider in light of what the data indicates and in light of any other information that the Consultant has become aware of. The Commissioner shall respond to such periodic

reports within 60 days of receiving them and in such responses will identify whatever actions he/she proposes to take in response to the Consultant's report or otherwise. If the Consultant is not satisfied with the Commissioner's response, and if that dissatisfaction is not promptly resolved between the Commissioner and the Consultant, then the Consultant may submit his/her report together with the Commissioner's response to the Mayor of the City for consideration and any appropriate action by the Mayor. All such data and documents described in this paragraph and any and all other data and documents referring, related to, or referencing the produced documents shall be subject to this Agreement and considered confidential information.

2. Duties of Parties to Keep Materials received by Consultant and provided to Plaintiffs' counsel as Confidential:

a. Counsel for the parties shall keep all documents designated as Confidential under this Agreement secure within their exclusive possession and shall take reasonable efforts to place such documents in a secure area. Absent written consent of opposing counsel, "Confidential" documents may be shared only with persons employed by or at the agency or firm at which counsel is employed or with professionals retained to assist counsel who sign a copy of this confidentiality Agreement.

b. All copies, duplicates, extracts, summaries, or descriptions of documents or information designated as confidential under this Agreement of any portion thereof, shall be immediately affixed with the word "CONFIDENTIAL" if that word does not already appear.

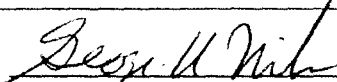
<p>Peter D. Isakoff, Esq. David N. Southard, Esq. Michael C. Smith, Esq. Weil, Gotshal, & Manges LLP 1300 Eye Street, N.W. Suite 900 Washington, D.C. 20005 Tel: 202-682-7000 Fax: 202-857-0940</p> <p>-and-</p> <p>Sue Huhta, Esq. Washington Lawyers' Committee for Civil Rights and Urban Affairs 11 Dupont Circle, NW, Suite 400 Washington, D.C. 20036 Tel: 202-319-1000 Fax: 202-319-1010</p> <p><i>Attorneys for Plaintiffs</i></p>	<p> George A. Nilson, Esq. Donald R. Huskey, Esq. Governor E. Jackson, III, Esq. Baltimore City Department of Law 101 City Hall 100 N. Holliday Street Baltimore, Maryland 21202 Tel: 410-396-7359 Fax: 410-576-7203</p> <p><i>Attorneys for Defendants</i></p>
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EXHIBIT D

MIS Enhancement Costs includes Hardware, Software & Person Hours

Total Dollars -	\$981,374.80		
		Hours	Already Incurred Future Cost
IAD Data Conversion Completed	<u>120@\$76.00</u>	\$9,120.00	
IAD Data Conversion To Be Done	<u>120@\$76.00</u>		\$9,120.00
IAD Application Development Completed	<u>160@\$73.01</u>	\$11,681.60	
IAD Application Development To Be Done	<u>320@\$73.01</u>		\$23,363.20
IAD Training & Meetings:	<u>80@\$76.00</u>		\$6,080.00
IAD Reporting & Enhancements:	<u>200@\$73.01</u>		\$14,602.00
IAD Sub Total		\$20,801.60	\$53,165.20
Command Discipline & Trial Board Documentation Scanning	<u>600@\$25.00</u>		\$15,000.00
Command Discipline & Trial Board Data Conversion To Be Done	<u>240@76.00</u>		18,240.00
Command Discipline & Trial Board Application Development To Be Done	<u>600@73.01</u>		43,806.00
Command Discipline & Trial Board Training & Meetings:	<u>120@76.00</u>		9,120.00
Command Discipline & Trial Board Reporting & Enhancements:	<u>200@73.01</u>		\$14,602.00
Command Discipline & Trial Board Sub Total			\$100,768.00
Software Costs	N/A	68,320.00	68,320.00
Hardware			
Storage	N/A		200,000.00
Backup System and Tapes	N/A		200,000.00
Servers	N/A		200,000.00
Fiber Run from IAD	N/A		20,000.00
Scanner	N/A		50,000.00
Software & Hardware Sub Total		68,320.00	\$738,320.00
MIS Total Dollars		\$89,121.60	\$892,253.20

CONFIDENTIALITY OF CONSULTANT REPORTS AND BPD RESPONSES

WHEREAS, pursuant to the Settlement Agreement reached between the parties in Louis H. Hopson, Jr. et al. v. The Mayor and City Council of Baltimore et al., Civil Action No. 1:04-cv-03842 (AMD), on June 18, 2009, the parties have agreed, *inter alia*, that the Consultant provided for in that agreement shall, for the duration of the term of the Consultant, collect various records and prepare reports concerning discipline within the Baltimore Police Department (BPD), as further described in the two paragraphs below and Exhibit A to the Settlement Agreement, and provide that information to counsel for plaintiffs, and that such records and reports shall be treated as confidential;

ACCORDINGLY, it is this 18th day of June, 2009 **AGREED**:

1. Designation of Materials to be received by Consultant and provided to Plaintiffs' counsel as Confidential:

a. The BPD shall deliver to the Consultant a report reflecting all disciplinary activity within the BPD during the twelve months prior to the beginning date of the term of the Consultant, as reflected in the collective disciplinary databases, enhanced by the addition of the matters provided for in Exhibit D to the Settlement Agreement. These reports shall be accompanied by appropriate demographic information pertaining to the BPD generally. These reports shall include at least the following fields of information as applicable for each accused individual and incident: the race, sex, age, rank, and years of service of the accused officer, the date and substance of the complaint, charging party (source of complaint), date and substance of disciplinary charges/determinations of Charging Committee, date and substance of IID findings, date and substance of trial board findings/determinations, final disposition including the sanction imposed, if any, and any comment (in mitigation or aggravation or otherwise), all in such format as shall be agreed upon by the BPD and the Consultant. They shall be accompanied by other available information from the BPD reasonably calculated to shed light on the reported data. Plaintiffs' counsel herein shall receive the reports and data provided for in this paragraph and the reports and responses provided for in ¶ VII.A.5 of the Settlement Agreement – all through Defendants' counsel and contemporaneously with their being provided to the Consultant or the BPD as the case may be. All such data and documents described in this paragraph and any and all other data and documents referring, related to, or referencing the produced documents shall be subject to this Agreement and considered confidential information.

b. The Consultant will submit a written report to the Police Commissioner by December 31, 2009, and following each six month data report from the BPD to the Consultant pursuant to the provisions hereof, which reports will include any areas of either progress or concern, observations, and any recommended actions for the BPD to consider in light of what the data indicates and in light of any other information that the Consultant has become aware of. The Commissioner shall respond to such periodic reports within 60 days of receiving them and in such responses will identify whatever

actions he/she proposes to take in response to the Consultant's report or otherwise. If the Consultant is not satisfied with the Commissioner's response, and if that dissatisfaction is not promptly resolved between the Commissioner and the Consultant, then the Consultant may submit his/her report together with the Commissioner's response to the Mayor of the City for consideration and any appropriate action by the Mayor. All such data and documents described in this paragraph and any and all other data and documents referring, related to, or referencing the produced documents shall be subject to this Agreement and considered confidential information.

2. Duties of Parties to Keep Materials received by Consultant and provided to Plaintiffs' counsel as Confidential:

a. Counsel for the parties shall keep all documents designated as Confidential under this Agreement secure within their exclusive possession and shall take reasonable efforts to place such documents in a secure area. Absent written consent of opposing counsel, "Confidential" documents may be shared only with persons employed by or at the agency or firm at which counsel is employed or with professionals retained to assist counsel who sign a copy of this confidentiality Agreement.

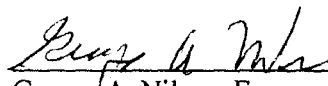
b. All copies, duplicates, extracts, summaries, or descriptions of documents or information designated as confidential under this Agreement of any portion thereof, shall be immediately affixed with the word "CONFIDENTIAL" if that word does not already appear.

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