

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**CITIZENS FOR TRUMP,** )  
**NORTHEAST OHIO COALITION** )  
**FOR THE HOMELESS, and** )  
**ORGANIZE OHIO** )

Plaintiffs, )

v. )

**CITY OF CLEVELAND, and** )  
**MAYOR FRANK G. JACKSON,** )  
in his official capacity, )

Defendants. )

Civil Action No. 1:16-cv-01465-JG  
Judge Gwin

---

**NOTICE OF FILING OF SETTLEMENT AGREEMENT**

Plaintiffs herewith file the settlement agreement in this case. The settlement agreement, executed by all parties, accompanies this notice.

Respectfully Submitted,

\_\_\_\_\_/s/ Freda J. Levenson  
Freda J. Levenson (0045916)  
Trial Attorney for Plaintiffs  
Elizabeth Bonham (0093733)  
Joseph Mead (0091903)  
ACLU of Ohio Foundation, Inc.  
4506 Chester Avenue  
Cleveland, Ohio 44103  
Tel: (216) 472-2220  
Fax: (216) 472-2210  
flevenson@acluohio.org  
ebonham@acluohio.org  
j.mead@csuohio.edu  
Attorneys for Plaintiffs

**Certificate of Service**

I hereby certify that a true copy of the foregoing was filed and served on Defendants using this Court's Electronic Filing System on this 15<sup>th</sup> day of July, 2016.

/s/ Freda J. Levenson  
Freda J. Levenson  
Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**CITIZENS FOR TRUMP,** )  
**NORTHEAST OHIO COALITION** )  
**FOR THE HOMELESS, and** )  
**ORGANIZE OHIO,** )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
**CITY OF CLEVELAND, and** )  
**MAYOR FRANK G. JACKSON,** )  
in his official capacity, )  
 )  
Defendants. )  
 )

---

Civil Action No. 1:16-CV-01465-JG  
Judge Gwin

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“**Agreement**”) is executed between, on the one hand, Citizens for Trump, Northeast Ohio Coalition for the Homeless, and Organize Ohio (“**Plaintiffs**”), and, on the other hand, the City of Cleveland and Mayor Frank Jackson, in his official capacity, (“**Defendants**”).

**WHEREAS**, the City of Cleveland will host the 2016 Republican National Convention (RNC) beginning July 18, 2016;

**WHEREAS**, on May 25, 2016, the City of Cleveland through its Board of Control enacted a set of Regulations (“**Regulations**”) prescribing certain time, place, and manner restrictions on First Amendment rights and governing other activities to “promote and protect the general safety and welfare of the residents of and visitors to” the City during the RNC;

**WHEREAS**, Plaintiffs instituted the above-captioned action in the United States District Court for the Northern District of Ohio, Eastern Division, claiming that the Regulations imposed unconstitutional restrictions on speech, expression, and assembly, and denied due process of law,

**WHEREAS**, Plaintiffs filed a Motion for Temporary Restraining Order and Preliminary Injunction;

**WHEREAS**, Defendants denied Plaintiffs' claims of unconstitutionality, opposed Plaintiffs' Motions, and filed a Motion to Dismiss;

**WHEREAS** the Court, after conducting a hearing on Plaintiffs' Motions for TRO and Preliminary Injunction, orally indicated that it considered Defendants' Regulations were in violation of the Constitution;

**WHEREAS**, prior to entering an order to that effect, the Court invited the Parties to engage in a voluntary mediation process;

**WHEREAS**, in order to avoid the uncertainty and delay of an appeal, both Parties voluntarily submitted to mediation of their dispute, and the mediation resulted in the Parties reaching agreement on the terms reflected in this Agreement;

**WHEREAS**, the Parties now desire to finally resolve all matters and claims that Plaintiffs raised in their Complaint and Motion for Temporary Restraining Order and Preliminary Injunction;

**WHEREAS**, this Agreement does not constitute an admission by Defendants that the Regulations violated the Constitution, and Defendants deny that any such violations occurred;

**NOW, THEREFORE**, in exchange for and in consideration of the mutual promises and the representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows:

**1. Material terms.**

- A. The City of Cleveland has amended Section II (a)(9) of the Regulations<sup>1</sup> by replacing it with the following language and striking the “Event Zone” Map attached to the Regulations and replacing it with Exhibit A attached hereto.

Event Zone” shall mean the portion of the City within the boundaries on the revised map attached hereto, excluding spaces designated as the Secure Zone. The boundary of the Event Zone is as follows: From the intersection of West 25<sup>th</sup> Street and Lorain Avenue, east along the south side of Lorain Avenue and the Lorain Carnegie Bridge to Ontario Street; south along the south side of Ontario Street and Orange Avenue to East 9<sup>th</sup> Street; north along the east side of East 9<sup>th</sup> Street to I-90 (Innerbelt); northeast along the east side of the I-90 (Innerbelt) to Payne Avenue; west along the south side of Payne Avenue to East 24<sup>th</sup> Street; north along the east side of East 24<sup>th</sup> Street to a point that intersects with the north side of North Marginal Road; west along the north side of North Marginal Road to East 9<sup>th</sup> Street; north along the east side of East Ninth Street to Lake Erie; west along the shoreline of Lake Erie to a point where the west side of West 3<sup>rd</sup> Street extended meets the lake; south along the west side of West 3<sup>rd</sup> Street to Summit; west along the north side of Summit to West 9<sup>th</sup> Street; north along the east side of West 9<sup>th</sup> Street to Front Avenue; west along the north side of Front Avenue to Old River Road; south along the west side of Old River Road to Robert Lockwood Jr. Drive; south along the west side of Robert Lockwood Jr. Drive to a point that intersects with the north side of the Detroit-Superior Bridge; west along the north side of the Detroit-Superior Bridge to the intersection with West 25<sup>th</sup> Street; east along the south side of the Detroit-Superior Bridge to a point that intersects with the west side of Robert Lockwood Jr. Drive; south along the west side of Robert Lockwood Jr. Drive to Canal Road; east and south along the west side of Canal Road to a point that intersects with the north side of the Lorain-Carnegie Bridge; and west along the north side of the Lorain Carnegie Bridge and Lorain Avenue to the intersection with West 25<sup>th</sup> Street.;

- B. The City of Cleveland has amended the Board of Control regulations by

---

<sup>1</sup> In this Agreement, the “Regulations” refer to the Resolution that the City of Cleveland Board of Control promulgated on or about May 25, 2016, the long title of which is “Republican National Convention Official Event Zone Permit Regulations (Official Parade Route, Park Use and Speakers Platform Regulations).” The Amended Regulations were promulgated by the City of Cleveland Board of Control on June 29, 2016.

replacing Section II(a)(10) of the Regulations with the following language and the Official Parade Route Map attached as Exhibit B<sup>2</sup>:

“Official Parade Route” means a route commencing on the Lorain Carnegie Bridge at a point 500 feet east of the intersection with West 20th Street, proceeding in a northeasterly direction on the Lorain Carnegie Bridge to the intersection with Ontario Avenue, turning right and proceeding on the western sidewalk and adjacent available area of Ontario Avenue in an easterly direction to the intersection of Orange Avenue and East 9<sup>th</sup> Street, turning left and proceeding in a northerly direction on East 9<sup>th</sup> Street to the intersection of East 9<sup>th</sup> Street and Carnegie Avenue, turning right on Carnegie Avenue and proceeding in an easterly direction and immediately ending before the intersection of Carnegie Avenue and East 14<sup>th</sup> Street. Parade participants may egress out of the Official Parade Route on the sidewalk on either East 9<sup>th</sup> Street or East 14<sup>th</sup> Street.

The City of Cleveland agrees that in the last sentence of this regulation the phrase “immediately ending before the intersection...” means the same as if the phrase had been written “ending immediately before the intersection...”

C. The City of Cleveland has amended the Board of Control Regulations by replacing Section II(a)(22) of the Regulations with the following language:

“Speakers Platform” means the placement of a podium, platform, pedestal, stand or similar object on Public Grounds, Streets and Sidewalks to make a public speech, other than the Official Speakers Platform. Speakers Platform does not include pre-existing platforms and objects on Public Grounds on which a person can stand or the use of the natural park topography to elevate the speaker and the use of this definition does not limit the right of any person to speak or to make a public speech within the Event Zone;

D. The City of Cleveland has amended the Board of Control Regulations by replacing Section II(e)(1) of the Regulations it with the following language:

Official Parade Route Permits may be obtained for Monday, July 18, 2016 through Thursday, July 21, 2016—On Monday between 2:00 p.m. and 4:00 p.m.; On Tuesday through Thursday between 8:30 a.m. and 1:30 p.m. each day.

---

<sup>2</sup> A Map of the new Official Parade Route is attached to this Agreement as Exhibit B, and is also be attached to the amended Regulations.

- E. The City of Cleveland has amended the Board of Control Regulations by replacing Section II(e)(1)(A) of the Regulations with the following language:

Each Official Parade Route Permit will cover a one-hour time period beginning on the hour on Monday and on the half hour on Tuesday through Thursday. The final parade each day must clear the entire parade route and be dispersed by 5:00 p.m. on Monday and by 2:30 p.m. on Tuesday through Thursday. Only a single permit will be issued for each one-hour period within the designated time periods set forth above. Depending on the number of parade participants in the parades permitted on Monday, the City will make a reasonable effort to accommodate a fourth parade on the Official Parade Route on Monday provided that the final parade must clear the entire parade route and be dispersed by 5:00 p.m. on Monday. In addition, the City will work with the organizers of each parade to keep a safe distance between the beginning and end of each parade.

- F. The City of Cleveland has amended the Board of Control Regulations by replacing Section II(f)(5) of the Regulations with the following language:

Parade participants will have 50 minutes to complete their procession to the end of the Official Parade Route. The City will work with large groups to permit sufficient time to complete their procession if, given the size of the group, 50 minutes is not adequate;

- G. The City of Cleveland has amended the Board of Control Regulations by replacing Section III(c)(2) of the Regulations with the following language:

Persons possessing an item listed above when (i) the person resides within the Event Zone; and (ii) the possession of said item kept and used within the person's residence. The City's homeless population currently in the Event Zone shall be considered residents of the Event Zone and the place where they are known to reside shall be considered their residence for purposes of these Regulations;

- H. Organize Ohio has applied for, and the City of Cleveland will expeditiously review, a Parade Permit for a parade to take place on July 18, 2016, at 3:00 p.m. on the following route: the Parade will begin on East 45<sup>th</sup> Street at Superior Avenue and use the street to travel south on E. 45<sup>th</sup> to Payne; it will proceed westbound in the street on Payne; until East 24<sup>th</sup>, where it will cross into the Event Zone and move onto the sidewalk. The route will continue westbound on the sidewalk along Payne. It will then turn left on E. 22<sup>nd</sup> and move south on the

sidewalk along E. 22<sup>nd</sup> until Chester Avenue, turn right to continue westbound on the sidewalk along Chester; and end at the corner of Chester and E. 12<sup>th</sup>, at Perk Plaza.

- I. Citizens for Trump has applied for, and the City of Cleveland has promptly reviewed, a permit for park use on July 18 for Settlers' Landing Park between the hours of 9 a.m. through 9 p.m. Following discussions with representatives for Citizens for Trump on July 1 the City issued a Conditional Permit to Citizens for Trump for use of Settlers' Landing Park on July 18, 2016
- J. Upon the execution of this Agreement, but only after the permit referred to in paragraph H above is issued , Organize Ohio will dismiss its pending administrative appeal of the City's denial of its previous Parade Permit application.
- K. Upon the execution of this Agreement, Citizens for Trump will dismiss its pending administrative appeal of the City's denial of its previous Park Permit application.
- L. As one alternative to using the Official Parade route, Parade participants have the option to march on the pedestrian walkway on the north side of the Carnegie Bridge. Parade participant who choose this option may exit the bridge at the point where it intersects with Ontario Street, and disperse into the triangular area bounded by Ontario to the northeast and Carnegie to the southeast ("Triangle.") Parade participants choosing to use the pedestrian walkway will not be able to proceed right onto Carnegie to complete the remainder of the Official Parade route.

**2. Release and waiver of all claims.**

A. Plaintiffs agree to release the Defendants and their present and former officers and authorized representatives, from all claims, liabilities, and damages of any kind, whether known or unknown, whether accrued or to accrue, that they presently have or might have, and from any and all claims, demands, and causes of action that were asserted in this litigation. Plaintiffs acknowledge and agree that no further action will be taken to pursue any of the claims, demands, or causes of action arising out of or in connection with these claims against the Defendants. Plaintiffs agree that each party shall bear its/his/her own court costs, fees, and expenses.

B. Defendants agree to release the Plaintiffs and their present and former authorized representatives, from all claims, liabilities, and damages of any kind, whether known or unknown, whether accrued or to accrue, that they now have or might have, and from any and all claims, demands, and causes of action that were asserted in this litigation.

3. **Governing law and jurisdiction.** This Agreement shall be governed by the laws of Ohio. Any action to enforce any provision of the Agreement shall be brought in the United States District Court of the Northern District of Ohio, with Judge James Gwin retaining jurisdiction.
4. **Authority to settle.** Each person signing this Agreement represents and warrants that she, he or it is authorized to enter into and execute this Agreement and that all of its terms are binding commitments on behalf of the party for which she, he or it purports to act.
5. **Entire and final agreement.** This Agreement sets forth the entire agreement between the Parties, and supersedes any prior agreements or understandings between the Parties with respect to the matters contained herein. No amendments to this Agreement shall be binding unless in writing and signed by all Parties. This Agreement may be executed in one or more counterparts, including multiple signature pages, and each shall be deemed to be one instrument. True and correct copies of the Agreement may be used in lieu of the original.
6. **Severability.** If any part of the Agreement is held to be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall be unaffected and unimpaired. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this Agreement.
7. Upon the execution of this agreement, it will be filed with the United States District Court for the Northern District of Ohio in the case bearing the above caption.

In Witness Whereof, the Parties have executed this Agreement as of the date(s) set forth

below:

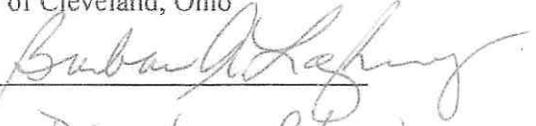
PLAINTIFFS

DEFENDANTS

Citizens for Trump

City of Cleveland, Ohio

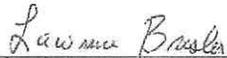
By: 

By: 

Title: Co-founder and COO  
Date: 07/11/16

Title: Director of Law  
Date: 7/14/16

Organize Ohio

By: 

Title: Executive Director  
Date: 07/07/16

Northeast Ohio Coalition for the Homeless

By: 

Title: Executive Director  
Date: 07/08/16

**Certificate of Service**

I hereby certify that a true copy of the foregoing was filed and served on Defendants using this Court's Electronic Filing System on this 15<sup>th</sup> day of July, 2016.

/s/ Freda J. Levenson  
Freda J. Levenson  
Counsel for Plaintiffs