

**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.:

[PROPOSED] ORDER GRANTING PRELIMINARY INJUNCTION

The matter came before the Court on the Plaintiffs’ Motion for a Preliminary Injunction. After consideration of the parties’ legal arguments, the allegations in the Plaintiffs’ Complaint, the Plaintiffs’ Memorandum of Law, and the attached exhibits, the Court concludes that a preliminary injunction is needed to prevent the violation of Constitutional rights.

When deciding whether to issue a preliminary injunction, the Court considers four factors:

- (1) the movant's likelihood of success on the merits;
- (2) whether the movant will suffer irreparable injury without a preliminary injunction;
- (3) whether issuance of a preliminary injunction would cause substantial harm to others; and
- (4) whether the public interest would be served by issuance of a preliminary injunction.

Nat'l Viatical, Inc. v. Universal Settlements Int'l, Inc., 716 F.3d 952, 956 (6th Cir. 2013). When, as here, “a party seeks a preliminary injunction on the basis of a potential constitutional violation, the likelihood of success on the merits often will be the determinative factor.” *Ohio*

State Conference of N.A.A.C.P. v. Husted, 768 F.3d 524, 560 (6th Cir. 2014) (quotation omitted).

All four factors favor the issuance of a preliminary injunction in this case.

The Court finds that Plaintiffs are likely to prevail on their claim that Defendants' failure to process parade permits violates the First Amendment, that Defendants' Event Zone Regulations are placing undue restrictions on speech and assembly, that Defendants' Event Zone Regulations chill First Amendment activity, and that Defendants' Event Zone Regulations violate due process rights of movement, liberty and privacy. The Court also finds that Plaintiffs face irreparable harm if an injunction is not entered. When, as here, "constitutional rights are threatened or impaired, irreparable injury is presumed." *Id.* at 560. By the same token, an injunction requiring the government to follow the Constitution will not harm Defendants. Finally, the Constitution defines the public interest in this case, which favors an injunction preserving the right to peacefully engage in protected First Amendment activities, and upholding due process liberty protections.

For the foregoing reasons, the Court grants Plaintiffs' Motion for a Preliminary Injunction.

Accordingly, it is hereby ORDERED:

- (1) Plaintiffs' Motion for a Preliminary Injunction is GRANTED;
- (2) Defendants are ORDERED to take immediate action to process all outstanding Event Zone Permit Applications, and, within 24 hours of this Order, to notify all permit applicants whether their application has been approved and, if so, to issue a permit,
- (3) Defendants are ORDERED to amend their Event Zone Permit Regulations such that the Event Zone is either eliminated or appropriately reduced to a size no larger than that which is narrowly tailored to further a substantial governmental interest, and in any event no

larger than the area defined north to south by Lake Erie to Carnegie, and west to east by West 6th and West Huron to East 9th Street. A map showing this area is attached as Exhibit A.

(4) Defendants are ORDERED to amend their Event Zone Permit Regulations to reduce the restrictions on items and activities within the event zone to restrictions that are narrowly tailored to further a substantial governmental interest, and in any event to eliminate the restrictions on soapboxes, temporary speakers platforms, and sound amplification equipment for assemblies;

(5) Defendants are ORDERED to amend their Event Zone Permit Regulations to provide additional parks and grounds to be reserved by permit for assembly;

(6) Defendants are ORDERED to amend their Event Zone Permit Regulations to enlarge the hours in which parades may take place, making parade permits available for all times except for restricted times that are narrowly tailored to further a substantial government interest. The resulting increase in available hours shall be designed so as to allow parades during the hours when the convention delegates will be present;

(7) Defendants are ORDERED to amend their Event Zone Permit Regulations to allow for alternative parade routes, including routes that are within sight and sound of marchers' intended audience;

(8) Defendants are ORDERED to amend their Event Zone Permit Regulations to allow a reasonable amount of time for each parade, based on the articulated needs of the applicant;

(9) It is further ORDERED that Plaintiffs are not required to provide security because Defendants are unlikely to sustain costs and damages arising out of this injunction and because

the injunction is in the public interest. *Moltan Co. v. Eagle-Picher Indus., Inc.*, 55 F.3d 1171, 1176 (6th Cir. 1995).

(10) It is further ORDERED that this order binds Defendants, their officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with any of the forgoing.

It is so ordered.

Date:

EXHIBIT A TO ORDER

 RNC locations

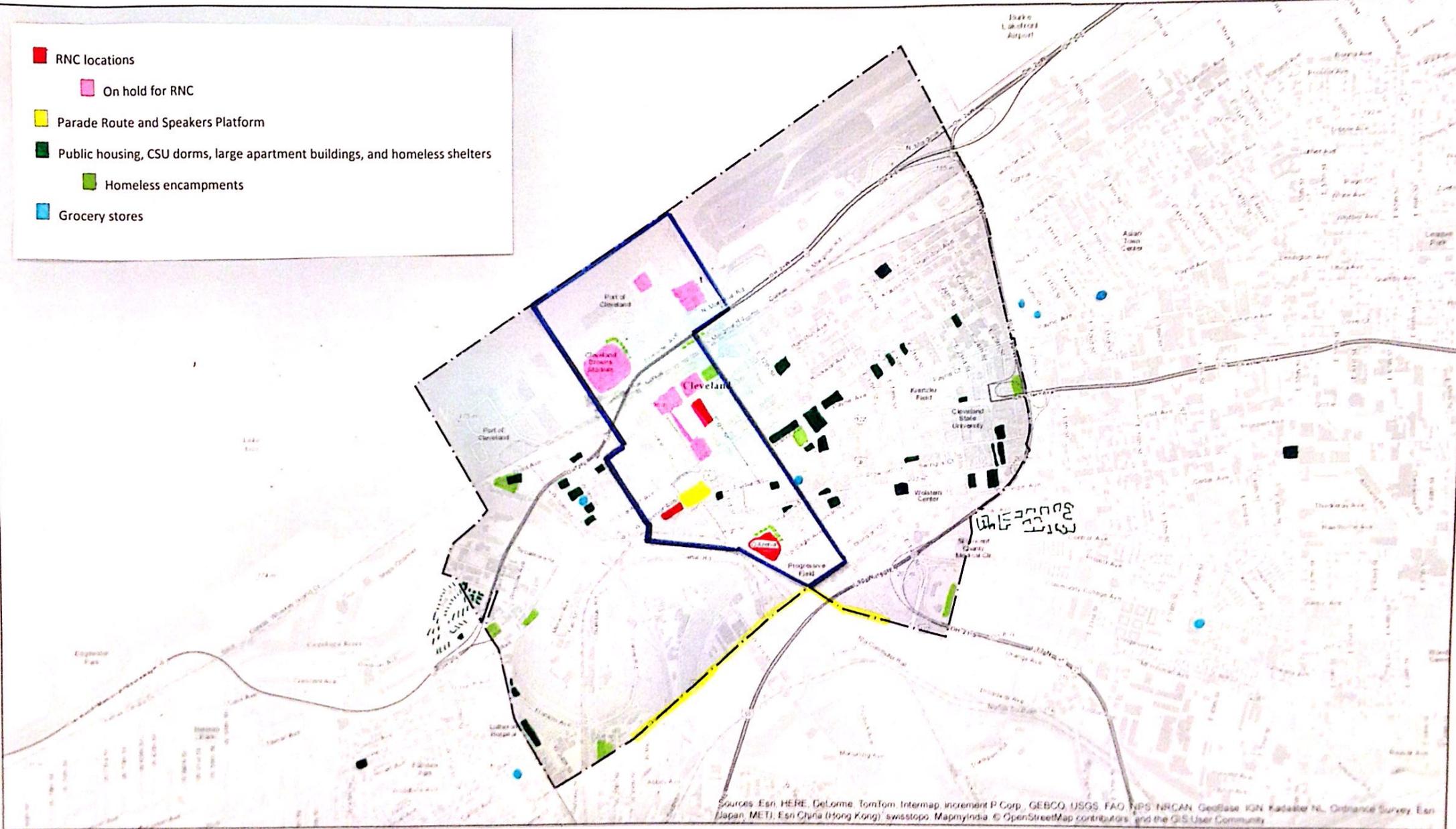
 On hold for RNC

 Parade Route and Speakers Platform

 Public housing, CSU dorms, large apartment buildings, and homeless shelters

 Homeless encampments

 Grocery stores



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeBCo, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Official Event Zone

Frank G. Jackson, Mayor

Maps and GIS data produced by the City of Cleveland's Enterprise GIS Group (CEGIS) are for reference purposes only. The areas depicted by these maps, photos, and data are approximate, and are not necessarily accurate to surveying or engineering standards. CEGIS makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided.

