

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

_____)	
MARISSA LACOSTE,)	
<i>Plaintiff,</i>)	
)	
v.)	C.A. No. 17-cv-502-MSM-LDA
)	
RHODE ISLAND STATE POLICE,)	
<i>et als.</i>)	
<i>Defendants.</i>)	
_____)	

SETTLEMENT STIPULATION

WHEREAS, this action was commenced by Plaintiff pursuant to 42 U.S.C. § 1983 under the Due Process Clause of the Fourteenth Amendment of the United States Constitution and state law tort claims;

WHEREAS, Defendants deny any and all claims of wrongdoing or liability asserted in connection with Plaintiff's complaint;

WHEREAS, no finding of liability has been made;

WHEREAS, the parties wish to avoid the expense and disruption of litigation on the issues presented in this litigation and are prepared to settle their differences without admitting any fault or liability;

NOW, THEREFORE, UPON THE STIPULATION AND AGREEMENT OF THE PARTIES, through their undersigned attorneys for the respective parties herein, that this action is settled, subject to the approval of this Honorable Court

pursuant to the Federal Rules of Civil Procedure, on the following terms and conditions:

1. Except to the extent set forth herein, the terms and conditions of this Stipulation shall become effective upon the date of entry of the Stipulation of Settlement by the Court.

2. This Stipulation is final and binding upon the parties, their successors, and assigns.

3. The Parties recognize and acknowledge that the only consideration for signing this Stipulation are the terms stated herein and subsequent release of claims executed by Plaintiff and no other promise, agreement, or representation of any kind has been made to any party by any person or entity whatsoever to cause any party to sign this Stipulation of Settlement.

4. This Stipulation of Settlement constitutes a compromise settlement of disputed and contested matters between the Parties. It shall not be construed as an admission of any sort by any of the Parties, nor shall it be used as evidence in a proceeding of any kind, except as necessary to administer and/or enforce the terms of this Stipulation of Settlement.

5. The Rhode Island State Police has drafted and promulgated a General Order entitled "Procedures for Ejecting or Excluding Individuals from Rhode Island Casinos", attached hereto as Exhibit A. The General Order sets forth the procedure to provide notice and an opportunity to contest the RISP's decision to eject or exclude

any individual from a casino located within the State of Rhode Island pursuant to R.I. General Laws § 42-61.3-1 *et seq.*

6. The Rhode Island State Police agrees to post the General Order on its website within the “Division Policies” section.

7. For the term of this agreement, the Rhode Island State Police agrees to provide Plaintiff’s attorney with a copy of any substantive change to the General Order, at least thirty (30) days prior to the effective date.

8. Prior to bringing any motion regarding the enforcement of the terms of this Settlement Stipulation, Plaintiff will be required to provide written notice to Defendant detailing any claim of non-compliance. Within fifteen (15) business days thereafter, or at such time as the parties mutually agree upon, the parties shall confer by telephone or in-person in a good faith effort to resolve the dispute. If the parties are unable to resolve the dispute, Plaintiff may file a motion for enforcement with the Court.

9. This Stipulation shall take effect upon execution by the parties and entry by the Court.

10. This Stipulation and all obligations associated with the General Order, shall terminate and this Stipulation shall have no force and effect retrospectively or prospectively three (3) years from the effective date of this Stipulation. This is self-executing and does not require any affirmative action by the Defendants before the Court.

11. The parties have agreed to a monetary settlement of any and all disputed claims, including but not limited to any alleged damages under 42 U.S.C. § 1983, state law and or any other federal or state law or regulation, attorneys' fees and costs of Plaintiff, counsel, their firm, business, and/or the ACLU that they are employed by or affiliated with. Other than this payment, Plaintiff, counsel, their firm, business, and/or the ACLU waive their right to seek and be awarded attorney's fees and costs under 42 U.S.C. § 1988 or any other statute, regulation or common law for legal services and expenses. Plaintiff agrees to execute an agreed upon release of all claims.

12. The Court approves the sharing of the attorney's fees and costs with the American Civil Liberties Union Foundation of Rhode Island and finds that the sharing of the tribunal-approved award with the American Civil Liberties Union Foundation of Rhode Island is consistent with this Court's decision in *Inmates of the RI Training School v. Martinez*, 465 F.Supp.2d 131 (D.R.I. 2006), and Rhode Island R.P.C. 5.4(a)(4)..

Plaintiff Marissa Lacoste
By her Attorney,

/s/ James A. Musgrave

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Defendants,
by their Attorney

/s/ Brenda D. Baum

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Dated: June 27, 2022

ENTERED:

UNITED STATES DISTRICT JUDGE

Dated: _____