

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into this ____ day of June, 2021, by, between, and among

LAUREN HOLMES (the “Releasing Party”), and the Mayor and City Council of Baltimore (the “City”), the Baltimore Police Department (the “BPD”), and former Baltimore Police Commissioner Kevin Davis (collectively, the “Released Parties”). The Released Parties together with the Releasing Party are referred to herein as the “Settling Parties.”

RECITALS

WHEREAS, the Releasing Party, together with three other plaintiffs, filed a Complaint in the United States District Court for the District of Maryland against the Released Parties styled *Lauren Holmes, et al. v. Baltimore City Police Department, et al.*, Case No. 1:19-cv-03392 (the “Litigation”); and

WHEREAS, the Complaint alleges that for a period spanning six days in November 2017, residents of the Harlem Park neighborhood in Baltimore, including Plaintiffs, were subjected to a neighborhood lockdown by Baltimore City police following the death of BPD Detective Sean Suiter in that community, and that during or because of the lockdown, BPD officers, among other things, required residents to obtain police permission to enter or leave their homes or the cordoned area, and stopped persons entering or leaving without any individualized suspicion, to obtain and record identifying information about each individual, all in violation of Plaintiffs’ constitutional rights.

WHEREAS, the Releasing Party alleges she sustained personal injuries, property damage and/or other damages, whether presently known or unknown, related to conduct of the Released Parties (“the Occurrence”) (hereinafter “Releasing Party’s Losses”); and

WHEREAS, the Settling Parties are desirous of settling all existing or future claims, disputes, and actions between and among them whatever nature, arising from on in any way connected with the Litigation or the Occurrence and bring complete resolution to this matter; and

WHEREAS, the Defendants have entered into four substantively identical Settlement Agreements, with each of the four Plaintiffs to the Litigation, and intend those agreements to be enforceable in all respects by each Plaintiff, whether individually or collectively.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Settling Parties hereby covenant and agree as follows:

1. **Recitals:** The foregoing recitals are incorporated into and made part of this Agreement.
2. **Payment:** In consideration of the Settling Parties’ entry into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Settling Parties, within sixty (60) days, the City shall remit to the Releasing Party Twenty-Four Thousand Dollars and no cents (\$24,000.00) on behalf of the Released Parties (the “Settlement Sum”). The Settlement Sum represents full and final payment for all damages of any type incurred by the Releasing Party in connection with the Occurrence, and for the making of the Release except that the Settlement Sum does not compensate for attorneys’ fees and costs, nor

resolve claims for such, as detailed below in ¶ 9. The Released Parties further agree to pay the Releasing Party's attorneys' fees as determined pursuant to ¶ 9.

3. **Non-Monetary Relief**: In consideration of the settlement of the Releasing Party's claims, and subject to Paragraph 23 of this Agreement, and subject to the ongoing review, collaborative revision, and approval process described below, the Released Parties agree to adopt and maintain substantially, and enforce adherence to the revisions to BPD Policies currently numbered 1008 and 1112 (the "Revised Policies") as reflected in Exhibit A to this Agreement. The Releasing Party understands and acknowledges that BPD Policy 1112 was adopted on or about February 9, 2021, and that BPD Policy 1008 is not final and has not been officially adopted. The Releasing Party understands and acknowledges that BPD Policies 1008 and 1112 are subject to the ongoing review, collaborative revision, and approval process required by the Monitor and the United States District Court for the District of Maryland in connection with the Consent Decree entered into in *United States of America v. Police Department of Baltimore City, et al.*, No. 17-CV-00099-JKB ("USA v. BPD"). The Releasing Party further acknowledges that the adoption of, and all changes to, the Revised Policies must be implemented in accordance with the terms of the Monitoring Plan in *USA v. BPD*. The Released Parties have reviewed and agreed to the Revised Policies, and covenant that they will not propose revisions which alter the highlighted portions of the Revised Policies attached as Exhibit A. If changes to the highlighted portions of the Revised Policies attached as Exhibit A are proposed by members of the public, the United States Department of Justice, the Monitor, or the Court, the Released Parties will timely notify the Releasing Party, through her counsel, of such proposals, and inform the Monitor and Court of the Releasing Party's interest in the Policy. The Released Party agrees not to object to any request by the Releasing Party to be heard by the Court in *USA v. BPD* for the limited purpose of presenting

argument as to why the Revised Policies attached hereto as Exhibit A should not be further changed. The Released Parties will not be in violation of this Agreement as a result of any changes to the Revised Policies required by the United States Department of Justice, Monitor, Monitoring Plan, or the United States District Court.

4. **Enforcement of Policies:** Upon final adoption of the Revised Policies, in current form or as modified by the Consent Decree-mandated policy promulgation process, the Released Parties agree that they will take effective steps to ensure that these policies are consistently adhered to and enforced. Subject to Paragraph 23 of this Agreement, should the Releasing Party believe that a violation of the Revised Policies has occurred, she will notify counsel for the BPD. The Releasing Party also may request records reasonably related to the potential violation. The Released Party shall provide the requested records to the fullest extent permitted by law. If the Settling Parties disagree as to whether the requested records are disclosable under the law, the Releasing Party may file a motion in this action requesting that this Court order their disclosure. In response to such a motion, the Released Parties reserve the right to identify legal authorities that preclude disclosure and to contest the relevance of the requested records, but otherwise will not oppose the issuance of such court order.

5. **Expungement of Certain Records:** In consideration of the settlement of the Releasing Party's claims, in accordance with applicable provisions of the Maryland Public Information Act, the Baltimore Police Department agrees to expunge from its records any record created between November 15, 2017 and November 20, 2017 in the vicinity of, or relating to events in, the Harlem Park neighborhood, which contains identifying information for [Party] and Party Household Member(s) whose names have been separately provided to counsel for the Released Parties, in connection with the Occurrence, pursuant to the proposed Order attached as Exhibit B.

Prior to the expungement of such record pursuant to this Paragraph, [Party] and Party Household member(s) whose names have been provided, for whom records are found, shall be provided with a copy of the record.

6. **Apology:** The Released Parties will by June 14, 2021 deliver to counsel for the Releasing Party a written apology, addressed to the Releasing Party signed by the Baltimore Police Commissioner in a form previously agreed upon by the Parties. The Apology is attached hereto as Exhibit C.

7. **Warranty of Capacity to Enter Into Release:** The Releasing Party represents and warrants that no other person or entity has any interest in the claims, demands, allegations or causes of action referred to in this Settlement Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Settlement Agreement, to receive the sum specified in it and to release all claims on their behalf, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, obligation or causes of action referred to in this Settlement Agreement. If any person should assert a claim on behalf of the Releasing Party for damages against any of the Released Parties claiming that the Releasing Party did not have the right or authority to enter into this Settlement Agreement or receive the monies hereunder, the Releasing Party agrees to indemnify, defend and hold harmless the Released Parties from any and all claims or contentions, damages, costs, liability and attorneys' fees as a consequence or result of such claim or lawsuit.

8. **General Release and Covenant not to Sue:** In consideration of the payment of the Settlement Sum and other good and valuable consideration, and upon the issuance of the Order dismissing the Released Parties from all Released Claims, the Releasing Party, his or her heirs, assigns, agents, representatives, attorneys and successors in interest shall be deemed to have fully,

finally, and forever released, relinquished, and discharged, and covenant not to sue the Released Parties, their officials, agents, employees, employers, agencies, departments, directors, officers, members, representatives, assigns, attorneys, successors in interest, from any and all Claims which the Releasing Party may now or hereafter have or claim to have, arising out of, or in any way related to, the Occurrence and the allegations or claims asserted, or that could have been asserted, in the Litigation, provided, however, the obligations of the Settling Parties under this Agreement shall continue in full force and effect.

9. **Reservation of Attorneys' Fee Claim:** The Settling Parties acknowledge that reasonable attorneys' fees are among the relief sought by the Releasing Party ("Attorneys' Fee Claim"). Notwithstanding Paragraph 6, or any other representation within this Agreement, the Settling Parties agree that the Attorneys' Fee Claim is not released by this Agreement. The Released Parties further agree that they will pay the Releasing Party's reasonable attorneys' fees in an amount to be agreed upon, or if such an agreement cannot be reached by the conclusion of any settlement conferences held before a United States Magistrate Judge, or by August 16, 2021, whichever is later, in an amount to be determined by the Court hearing this action, pursuant to the standards governing claims for attorneys' fees under 42 U.S.C. § 1988, and further agree that with respect to such an adjudication, that the Releasing Party shall be deemed to be the prevailing parties for that limited purpose, and the only issue to be decided by the Court shall be the reasonable fee to be awarded.

10. **Dismissal:** Within ten (10) business days of the date of the execution of this Agreement, receipt of settlement proceeds, notification to counsel for the Releasing Party that the expungements required by Paragraph five have occurred, and resolution of the Attorneys' Fee Claim (whether by agreement or by court order), whichever comes last, the Releasing Party shall

file with the Court the Joint Motion for Dismissal and Proposed Order attached as Exhibit D to this Agreement.

11. **Enforcement of Agreement and Retention of Jurisdiction:** The Settling Parties agree that this Agreement may be enforced in the United States District Court for the District of Maryland by any of the parties acting alone or in concert, and shall ask the United States District Court for the District of Maryland, subject to Paragraph 23 of this Agreement, to retain jurisdiction over the case for the purpose of enforcing this Agreement. The Settling Parties agree that they will not challenge the Court's jurisdiction to enforce this Agreement and will not challenge the enforceability of the agreement under Rule 65(d). If the Court elects not to retain jurisdiction for the purpose of enforcing this Agreement, the Settling Parties will renegotiate this Agreement to provide for terms allowing the agreement to be enforced. Any party that prevails in an action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees pursuant to 42 U.S.C. § 1988.

12. **Costs and Expenses:** Except as provided in Paragraph 9 of this Agreement, each party will be responsible for his, her or its own costs and expenses incurred in connection with the prosecution, defense and settlement of the claims asserted by the Releasing Party against the Released Parties.

13. **No Admission of Liability:** It is understood and agreed by the Settling Parties that this Agreement and the releases contained herein shall not be construed as an admission of liability on the part of the Released Parties, any such liability being expressly denied, and that rather, the purpose of this Agreement is to fully and finally resolve all differences amongst the Settling Parties and to allow the Settling Parties to avoid the time, expense and uncertainties of protracted litigation.

14. **Medicare/Medicaid Liens:** The Releasing Party understands that Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (“MMSEA”) imposes a lien (the “Medicare Lien”) for reimbursement of certain payments made by Medicare. The Settling Parties understand and believe that there are no outstanding Medicare Liens. Notwithstanding this, in the event that payment of the claims results in an obligation to reimburse Medicare, the Releasing Party agrees to make such reimbursement and agrees that his attorneys may retain sufficient funds in the attorneys’ escrow account to satisfy the Medicare Lien. If the Releasing Party or her attorneys fail to satisfy a Medicare Lien, and that failure causes the Released Parties to pay or reimburse any person or entity any amount MMSEA specifies, the Releasing Party agrees to reimburse the Released Parties’ payment or reimbursement to such person or entity. Upon receipt of documentation from Medicare that any Medicare Lien is satisfied, the Releasing Party will send a copy of such documentation to the Released Parties.

15. **No Evidence of Need to Indemnify:** It is understood and agreed by the Settling Parties that this Agreement and/or corresponding settlement or payment of the Settling Sum is not to be construed as evidence of an obligation on behalf of the City to indemnify any person who may be covered under this Agreement for claims of intentional conduct, as such contention is expressly denied.

16. **Entire Agreement of the Settling Parties:** It is understood and agreed by the Settling Parties that this Agreement constitutes the entire Agreement among the Settling Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous written or oral agreements and discussions. This Agreement may only be amended by a writing signed by all parties hereto.

17. **Attachments:** The Attachments to this Agreement are material and integral parts of the Agreement, and are fully incorporated herein as if set forth in full in this Agreement.

18. **Drafting of the Agreement:** The Settling Parties acknowledge and agree that this Agreement represents the products of negotiations and shall not be deemed to have been drafted exclusively by any one party. In the event of a dispute regarding the meaning of any language contained in this Agreement, the Settling Parties agree that the same shall be accorded a reasonable construction and shall not be construed more strongly against one party other than the other.

19. **Severability:** In the event that any covenant, condition, or other provisions contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by law.

20. **WAIVER OF JURY TRIAL: TO THE EXTENT AN ACTION IS FILED IN ANY COURT FOR A BREACH OF ANY COVENANT, TERM OR CONDITION OF THIS AGREEMENT, THE SETTLING PARTIES HEREBY VOLUNTARILY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY.**

21. **Knowing and Voluntary Act:** Each of the Settling Parties represents that each has read this Agreement and acknowledges that each has been represented or had the opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that each party has voluntarily executed this Agreement with the consent and/or on the advice of such legal counsel. Each of the Settling Parties further acknowledges

that each and such party's counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein.

22. **Survival of Terms:** Except as provided by Paragraph 23, the Settling Parties agree that this Agreement shall upon approval inure to the benefit of the Settling Parties and their respective agents, assigns, partners, heirs, executors, administrators, and personal or legal representatives. The Settling Parties understand and agree that the terms, covenants, and conditions set forth in this Agreement shall survive the closing of the Agreement.

23. **Expiration of Certain Terms:** The terms set forth in Paragraphs 3, 4, and 11 shall expire three (3) years from the date on which the last of the following Consent Decree sections is scored "4d" (Implementation - Initial Compliance: The City/Department has demonstrated compliance with the requirement but has not sustained compliance for the required time period specified in paragraph 504 of the Consent Decree) by the Monitor in a public filing in the docket in *USA v. BPD: Stops, Field Interviews & Voluntary Contacts; Searches; Stops, Searches & Arrests: Review & Supervision*. Should the Monitor modify the scoring rubric it uses to assess BPD's progress in Consent Decree compliance, the Parties will collaborate in good faith to identify the most nearly analogous score in the new rubric from which the 3-year period will be measured. In no event will the terms in Paragraphs 3, 4, and 11 continue for more than 3 years beyond the date on which the Court releases BPD from supervision over these topic areas.

19. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to its conflicts of law provisions, and any disputes arising out of or under this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts located in Baltimore City, Maryland.

20. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. An emailed, facsimile or copy signature will be binding and legal in all respects as if it were an original signature to this Agreement.

IN WITNESS WHEREOF, the Settling Parties have executed this Agreement by the duly authorized representatives as of the date first written above:

WITNESS

_____(SEAL)

Releasing Party

MAYOR AND CITY COUNCIL OF
BALTIMORE and RELEASED PARTIES

By:  (SEAL)

City Solicitor

EXHIBIT A



Policy 1008

Subject

INVESTIGATIVE OPERATIONS

Date Published

DRAFT 14 May 2020

Page

1 of 8

By Order of the Police Commissioner

POLICY

It is the policy of the Baltimore Police Department (BPD) to thoroughly investigate all crimes. Sworn and civilian members of the BPD will utilize recognized law enforcement best practices in the performance of their duties to bring swift closure to crimes and to ensure the successful prosecution of criminal offenders.

GENERAL

1. The investigative efforts of patrol officers, detectives and Crime Laboratory Technicians are mutually supportive and interactive.
2. A preliminary investigation begins when an incident or crime is initially brought to the attention of a police officer, either through direct contact with a citizen or through a call for service.
3. The follow-up investigation starts after the preliminary investigation and encompasses a wide array of activities including a secondary canvass for witnesses, leaving contact cards and assessing locations for CCTV cameras. In addition, the complainant/victim shall be re-contacted in person or by a telephone to determine if any additional information has surfaced.

NOTE: Members shall strive to re-contact complainants/victims on the next day. However, contact will be made no later than **48-hours** after the date of the initial report.

4. Supervisory response to the scene of significant and noteworthy Part One Offenses and other complex investigations is necessary to provide supervision, ensure officers handle all situations professionally and ensure adequate resources are available.
5. The primary investigative unit tasked with investigating specific crime categories will be contacted prior to conducting any investigative action.
6. Calls for service take priority over follow-up investigations except when the outcome of the investigation may be jeopardized by delay.
7. Crime scene boundaries and durations shall be tied to the nature and facts of the crime being investigated, independent from the identity of the victim and the demographics of the neighborhood (See Policy 317, *Fair and Impartial Policing*).

REQUIRED ACTION**Member, Patrol Division**

As first responders, police officers assigned to the Patrol Division are responsible for conducting the preliminary investigation. This includes authoring the offense report for the following types of investigations:

1. Death Investigations.
2. Robberies.
3. Burglaries.

NOTE: It is important to distinguish that most burglary arrests are initiated by personnel assigned to uniform patrol during their initial response to the scene or during the course of the preliminary investigation.

4. Aggravated Assaults (DDU will respond immediately for life-threatening injuries).
5. Common Assaults.
6. Purse Snatchings.
7. Auto Thefts and Unauthorized Use.
8. Larcenies, including Shoplifting.
9. Non-fatal Dog Bites.
10. Missing Persons cases not investigated by the Missing Persons Unit. (See Policy 714, *Missing Persons*).

Preliminary Investigative Responsibilities

1. Upon arrival, ensure that the scene is safe.
2. Render aid and request medical assistance when necessary.
3. Request a supervisor respond to the scene of any significant or noteworthy incident.
4. Request the appropriate investigative section of the Criminal Investigation Division (CID) to respond to the scene and be guided by the highest ranking member of CID.
5. Establish the boundaries of the crime scene /controlled perimeter by utilizing crime scene tape as a physical barrier.
 - 5.1. In order to limit intrusion on residents within a crime scene, any searches of residences within crime scene boundaries shall be completed within four (4) hours of the establishment of those boundaries.

- 5.2. Members may request an additional block of one hour to search residences within established crime scene boundaries. Searches must be initiated and conducted in accordance with the applicable laws governing consent and/or search and seizure warrants. Each additional hour block shall require a separate request, and the request shall include specific, articulable reasons to extend the search timeframe that is memorialized on BWC. The request shall only be made to the Incident Commander, who is a member ranked Lieutenant or above, and the request and subsequent approval or disapproval shall be recorded on the requesting member's BWC. The request shall be documented and included with the reports associated with the incident.

NOTE: In the event that the requesting member is not equipped with BWC, the request shall be broadcasted and recorded.

- 5.3. Residents or their guests shall not be prohibited from accessing their residences **unless** there exists a need to search the residence to collect or preserve evidence within the residence, or if travelling would present an immediate danger to the resident's or guest's safety (e.g., active shooter situation, hostage/barricade, explosive ordinance disposal). A resident's or guest's route of travel cannot disturb evidence collection or preservation if the evidence is immediately outside their residence (e.g., evidence on the front porch or stoop of a home).

- 5.4. When crime scene boundaries include the entrance to any residence that is not itself the scene of a crime, the responding officer shall document in the incident report the basis for setting the boundaries to include such other residences. The incident report shall specify the street(s) and block(s) and specify whether the boundary includes even and/or odd numbered street addresses.

NOTE: *If the main entrance of a residence is within a crime scene, residents or guests may be instructed to access their residence from an alternative entry point. If no alternative entry point exists, and the crime scene is secured, the resident or guest shall be escorted through the crime scene to their residence by a BPD member. Residents or guests who seek to leave their place of residence within a crime scene shall be escorted by a BPD member through the crime scene. Escorting residents to protect their safety or preserve the crime scene does **not** grant the member corresponding authority to question the resident or guest (other than to ascertain destination within the crime scene) or to ask the resident or guest to provide identification absent reasonable, individual, articulable suspicion to conduct an investigative stop (See Policy 1112, Field Interviews, Investigative Stops, Weapons Pat-Downs, and Searches), and such questioning, requests or demands shall not be made, absent authority provided by Policy 1112.*

6. Conduct a comprehensive on-scene preliminary investigation.
7. Ensure all suspect information is obtained and immediately broadcast via Communications.
8. Interview the victim/complainant, and any known witnesses, in an attempt to obtain additional information.
9. Search the crime scene and escape routes to see if there are CCTV cameras in the area or surveillance cameras from businesses or residences that could have captured the event.
10. Request a Crime Laboratory Technician to respond to process the crime scene and collect physical evidence at the direction of investigators.

- 10.1. The assigned primary investigative unit shall submit all requests for analysis to the Lab.
11. When necessary, recover and submit any evidence in accordance with established procedures.
12. Ensure that all witnesses are identified, separated and made available for interview by detectives.
13. Document the preliminary investigation by completing the appropriate field report reflecting all relevant information obtained, evidence recovered, suspects identified, and other actions taken.
14. Attempt to identify any serial numbers or unique identifiers associated with all reported stolen property. If a serial number or other unique identifying characteristic is provided by the victim or reporting party, include that information in the initial Crime Incident Report Form 04/008, or on a Supplement Report, Form 04/007. Leave the Citizen Supplemental Reporting, Form 309A/05 (Appendix A), in the event that the complainant discovers additional property or any additional information missed during the initial report.
15. While speaking with a complainant, stress the importance of re-contacting the appropriate investigating CID unit if additional information becomes available, to include but not limited to:
- 15.1. Additional missing property discovered.
- 15.2. Serial numbers or other unique identifiers.
- 15.3. Suspect information.
- 15.4. Witness information.
- 15.5. Undiscovered physical evidence located.
16. All follow-up investigative activity shall be documented on a Supplement Report, Form 04/007, regardless if any new information is obtained.
17. Conduct a thorough area canvass of the neighborhood in an attempt to locate witnesses.
18. Maintain a Crime Scene Log and submit it with the incident report.
19. Contact the Pawn Shop Unit when you receive additional information regarding property with known serial number, unique identifying characteristic, or item that is unusual or unique in nature.

NOTE: The Pawn Shop Unit and/or the District Detective Unit (DDU) may assume the responsibility of any investigation as directed by the Chief, Criminal Investigation Division.

Supervisor/OIC

1. Respond to noteworthy incidents and/or significant situations within your sector, including all homicides, rapes, sexual assaults, robberies, aggravated assaults, and burglaries.

2. Upon arrival at the scene, ensure the incident is handled in an appropriate and professional manner. Supervisors shall ensure that the crime scene boundaries are set solely based on the nature and facts of the case, and are not related to the identity of the victim or the characteristics of the neighborhood. Supervisors may adjust boundaries as necessary, and shall in all cases ensure that the rules regarding searches within and access to property within a crime scene in ¶ 5 above are adhered to. Members are prohibited from increasing the scope of a crime scene based on the identity of the victim or the demographics of the neighborhood.
3. Provide guidance and direction, as needed, to subordinates conducting preliminary investigations.
4. Review all field reports for accuracy and completeness.
5. Ensure that follow-ups are completed in the designated **48-hour** time frame.
6. Ensure follow-up investigations are turned over to the relieving shift for investigation, within the initial 24 hour period of occurrence when appropriate.

Shift Commander

1. Respond to noteworthy incidents and/or situations within the District when the immediate supervisor is unavailable, or when it is apparent the presence of a higher authority is necessary for the successful resolution of the situation. Commanders shall ensure that crime scene boundaries are appropriate, and that the rules regarding searches within and access to property within a crime scene in ¶ 5 above are adhered to.
2. Review and initial all Part One reports.
3. Ensure the proper assignment and timely completion of all follow-up investigations.
4. When patterns are identified, shift commanders should consult with CID and develop a crime plan structured to address the problem.

Member, Criminal Investigation Division (CID)

Assume responsibility for conducting follow-up investigations of the following reported offenses:

1. Burglaries.
2. Robberies.
3. Rape, including Related Sex Offenses.
4. Homicide.
5. Shootings.
6. Aggravated Assault (where injury is critical or death is likely to occur).
7. Physical Child Abuse/Neglect and Sexual Child Abuse.

8. Threats on Police Officers.
9. Kidnapping.
10. Arson.
11. Bombings.
12. Bribery.
13. Embezzlement.
14. Escape (from Correctional Facilities).
15. Extortion (including Blackmail).
16. False Pretenses (All Bad Checks).
17. Fencing Operations (Major Cases).
18. Forgery (Worthless Documents).
19. Fraud.
20. Fugitives (Related Offenses).
21. Incest.
22. Larceny by Trick (Flim-Flam Operations).
23. Perjury.

Member, Regional Auto Theft Task Force (RATT)

Assume responsibility for monitoring cases to identify trends and patterns linked to the following offenses:

1. Auto Theft.
2. Heavy Equipment Thefts.
3. Chop Shops.
4. Salvage Rackets.

Member, District Detective Unit (DDU)

1. Conduct follow-ups related to all district DNA and fingerprint hits.
2. Enter crime data into Lotus Notes or other databases as designated by the Chief, CID.

Chief, Criminal Investigation Division (CID)

Work with the Chief, Patrol Division to coordinate the use of light duty personnel for data entry when needed.

Commanding Officer, Analytical Intelligence Section (AIS)

1. Maintain a comprehensive detailed tracking mechanism regarding intelligence sharing of violent offenders, pattern burglaries and robbery cases.
2. Develop a list of priority offenders known for their consistent involvement in Burglary & Robbery incidents and lesser linked crime types like theft. Maintain intelligence related to arrests, persons on parole & probation and known recidivists linked to the above crime types who live or have prior connections to locations near crime occurrences.
3. Develop, in concert with the Pawn Shop Unit, a comparison system that examines the names of persons pawning property to the list of known offenders.
4. Provide reporting as necessary to ensure the appropriate investigative and operational entities possess all relevant intelligence.

Crime Scene Science / Evidence Section

Provide service to members conducting preliminary and follow-up investigations in accordance with the current Technical Procedures of the Crime Scene Unit.

ASSOCIATED POLICIES

Policy 703, *Death and Serious Assault Investigation*
Policy 708, *Rape and Sexual Assault*
Policy 709, *Kidnapping/Extortion/Abduction/Investigations*
Policy 714, *Missing Persons*

APPENDICES

- A. Citizen Supplemental Reporting, Form 309A/05

RESCISSION

Remove and destroy/recycle Policy 1008, *Investigative Operations*, dated 17 July 2015.

COMMUNICATION OF POLICY

This policy is effective on the date listed herein. Commanders are responsible for informing their subordinates of this policy and ensuring compliance.

APPENDIX A

Citizen Supplemental Reporting Form (309A/05)

Baltimore Police Department
c/o 242 West 29th Street
Baltimore, Maryland 21211
(410) 396-2525

**CITIZEN SUPPLEMENTAL REPORTING FORM
FORM 309A/05**

The Baltimore Police Department has developed this form in an effort to provide you with the best service possible. This form will allow you to give investigators information that may not have been available at the time you reported the crime/incident to the original responding Police Officer. **The responding Police Officer will fill in blocks 1, 2, 8 and 9 for you.** Please complete this form and return it to the Baltimore Police Department if you have any further information regarding this crime/incident. This completed form will be given to the investigating detective/officer for further action in solving your case. If you need additional room, please attach any additional pages, then fold, staple and mail this form.

Please Type or Print

1. Police Report Number (central complaint no.)		2. Date and Time of Original Report	
3. Your Name (Last, First , Middle)		4. Daytime Phone No.	5. Evening Phone No.
6. Your Home Address			
7. City, State and ZIP			
8. Crime/Incident Reported		9. Officer's Name and Assignment	
10. Where did this crime / incident occur?			
11. Describe the additional information you want to report (include additional property taken with make, model, serial number and value of the item described).			
12. Your Signature		13. Today's Date	

BE ADVISED: Knowingly Providing False Information Is A Crime And May Result In Criminal Prosecution

Policy 1112



Subject

FIELD INTERVIEWS, INVESTIGATIVE STOPS, WEAPONS PAT-DOWNS & SEARCHES

Date Published

9 February 2021

Page

1 of 24

By Order of the Police Commissioner

PURPOSE

The purpose of this policy is to ensure that Baltimore Police Department (BPD) members conduct all Voluntary Contacts, Field Interviews, Investigative Stops, Vehicle Stops, Weapons Pat-Downs, Searches and Arrests in accordance with the rights secured and protected by the U.S. Constitution, federal and state law, as well as BPD policy. This policy instructs members on how to conduct any interaction with persons fairly and respectfully, to enhance trust between the Department and the community it serves. Additionally, this policy provides guidance to supervisors on proper response, review and documentation regarding the aforementioned law enforcement activities.

CORE PRINCIPLES

Constitutional Stops. Members may conduct a brief stop of a person when there is Reasonable Articulate Suspicion (RAS) to believe that they have committed, are committing, or are about to commit a crime under the Supreme Court's decision in *Terry v. Ohio*, 392 U.S. 1 (1968), and consistent with the 4th and 14th Amendments to the Constitution and Article 26 of the Maryland Declaration of Rights.

Procedural Justice. Procedural justice refers to the perception of fairness and impartiality in an encounter by treating all persons with dignity and respect, giving persons a voice during encounters, being impartial in their decision making, and conveying trustworthy motives. Conduct that conforms to these principles has the potential of building community trust and confidence in the police and the community's willingness to cooperate with police to advance shared public safety goals.

Distinct and Separate Actions. A Voluntary Contact, Field Interview, Investigative Stop, Vehicle Stop, Weapons Pat-Down, Search, and Arrest are distinct and separate actions, and each is governed by different legal and policy standards depending on the action. An Investigative Stop or a Voluntary Contact between the police and the community **DOES NOT** automatically justify a Weapons Pat-Down or a Search (refer to the table on page 3 of this policy).

Non-Discriminatory Policing. Members are prohibited from relying, to any extent or degree, on a person's race, ethnicity, national origin, religion, gender, sexual orientation, age, disability, gender identity or expression, or affiliation with any other similar identifiable group as a factor in conducting a Field Interview, Investigative Stop, Vehicle Stop, Weapons Pat-Down, Search, or Arrest except when physically observable as part of an actual and credible description of a specific suspect or suspects in any criminal investigation that includes other appropriate non-demographic identifying factors (such as clothing or associated vehicle). See Policy 317, *Fair and Impartial Policing*.

DEFINITIONS

Contacts

Voluntary Contact – A non-investigative consensual encounter between a BPD member and one or more person(s) with the intent of engaging in a casual and/or non-investigative conversation (e.g., chatting with a local business owner or resident). The person(s) is free to leave or decline any request by the member at any point.

Field Interview – A consensual, non-hostile Voluntary Contact during which a member may ask questions or try to gain information about possible criminal activity without indicating or implying that a person is not free to leave or is obligated to answer the member's questions.

Investigative Stop – The temporary involuntary detention and questioning of a person where the person was stopped based on Reasonable Articulate Suspicion that the person is committing, is about to commit, or has committed a crime. It occurs whenever a member uses words or takes actions to make a person halt, or to keep a person in a certain place, or to compel a person to perform some act. If a reasonable person under the circumstances would believe that they are not free to leave, a "stop" has occurred.

Vehicle Stop – The involuntary detention of a vehicle and the driver and/or the occupants of the vehicle.

Weapons Pat-Down – A brief, non-probing running of the hands over the outside of a person's clothing feeling for a weapon with an open palm. A Weapons Pat-Down is authorized when the member has Reasonable Articulate Suspicion that the person is armed, and the pat-down is designed to ensure the safety of members and others while a member is conducting an investigation. This can include situations in which the member reasonably suspects that the person has committed, is committing, or is about to commit a violent crime or when the member observes something on the person that they reasonably suspect is a weapon. A Weapons Pat-Down may not be conducted to discover evidence or the proceeds or instrumentalities of a crime. A member cannot "pat-down" a bag or item of personal property unless the member has a reasonable suspicion that the person is armed and the bag or item could contain a weapon and is within the person's reach.

Search – An inspection, examination or viewing of persons, places, or items in which a person has a legitimate expectation of privacy. A Search need not be visual; it may include grasping, prying into or manipulating persons or objects (e.g., reaching into a purse or pocket, feeling inside of the trunk of a car; physical manipulation of a duffel bag, etc.). In some circumstances, a dog sniff may constitute a Search as well. See Policy 1602, *Canine Procedures*.

Arrest – The taking, seizing or detaining of a person by any act that indicates an intention to take the person into custody by a BPD member, and that subjects the person to the actual control and will of the member making the arrest. An arrest is effected (1) when the arrestee is physically restrained or (2) when the arrestee is told of the arrest and submits. In addition, a person is seized within the meaning of the Fourth Amendment when, "In view of all the circumstances surrounding the incident, a reasonable person would have believed that they were not free to leave." An arrest requires Probable Cause that a crime was committed or is being committed.

General Terminology

Boilerplate Language — Words or phrases that are standardized, “canned” or patterned and that do not describe a specific event, situation or set of circumstances (e.g., “furtive movement” or “fighting stance”).

Demographic Category — Race, ethnicity, color, national origin, age, gender, gender expression or identity, sexual orientation, disability status, religion, or language ability.

Pretext Stop — Stopping a person for an infraction to investigate other suspected or possible criminal activity for which the BPD member has neither RAS nor Probable Cause. Members must have RAS for the infraction or violation for which they are stopping a person.

Probable Cause — Where facts and circumstances taken as a whole, known to the member at the time of the arrest, would lead a reasonable member to believe that a particular person has committed or is committing a crime. As with Reasonable Articulate Suspicion, Probable Cause is based upon an objective assessment of the facts and circumstances presented to the member.

Reasonable Articulate Suspicion (RAS) — A well founded suspicion based on specific, objective, articulable facts, taken together with the member’s training and experience, that a subject has committed, is committing, or is about to commit a crime.

DIRECTIVES

A quick reference chart is provided below to assist members in determining the minimum legal and reporting requirements for each type of contact with a person.

TYPE OF CONTACT	JUSTIFICATIONS		MINIMUM FORMS REQUIREMENT		
	Reasonable Articulate Suspicion	Probable Cause	Citizen/Police Contact Receipt	Form 309	Incident Report, Form 8
Voluntary Contact					
Field Interview			X		
Investigative Stop	X*			X	X
Weapons Pat-Down	X*			X	X
Searches		X		X	X
Arrest		X			X
Vehicle Stop – traffic violation		X	X		

Vehicle Stop – criminal investigation	X		X		X ¹
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* Remember that for an Investigative Stop, the member must have RAS that the person is committing, is about to commit, or has committed a crime. For a Weapons Pat-Down, the member must have RAS that the person is armed.

Voluntary Contacts

- Members are encouraged to conduct Voluntary Contacts in order to enhance communication, trust and understanding between BPD and members of the public.
- Strong relationships between members and community residents are a key aspect of community policing and a significant contributor to neighborhood safety. Voluntary Contacts are a great way to build strong relationships, as well as to foster community support in crime prevention and intervention efforts.
- Voluntary Contacts, like all other community contacts, shall be conducted in a friendly, professional manner.
- Voluntary Contacts do not require any written documentation or Body-Worn Camera (BWC) recording.
- If the member is seeking information about a suspected crime, the Voluntary Contact becomes a Field Interview.

Field Interviews

Required Actions

- A member may initiate Field Interviews for legitimate law enforcement purposes. The person is free to end the Field Interview at any time and refuse to answer the member's questions.
- Members conducting a Field Interview shall:
 - Activate BWC at the onset of the observation or activity on which they base their decision to conduct a Field Interview, and shall not deactivate BWC until the completion of the Field Interview (see Policy 824, *Body-Worn Camera*);
 - Before asking any questions, introduce themselves by name and rank unless exigent circumstances require gathering information immediately;
 - Use words, tone, and actions indicating that the person's responses are voluntary, and refrain from using words or actions that tend to communicate that the person(s) are not free to leave or that they must answer questions (e.g., blocking path of person's vehicle, placing hands on shoulder, holding a person's property); and

¹ Member must complete an Incident Report, Form 8, when conducting a Vehicle Stop, when that stop leads to an Investigative Stop, Weapons Pat-Down, Search or Arrest.

- 7.4. If asked by the person(s) whether they are free to leave or may decline to answer questions, inform them that they may decline to answer and leave without consequences.
8. If a person refuses to answer questions during a Field Interview, they must be permitted to leave. A person's failure to stop, refusal to answer questions, decision to end the encounter, or decision to walk or run away, cannot be used as the basis for establishing RAS or to extend the encounter or further intrude on the person through an Investigative Stop, Weapons Pat-Down, Search, or Arrest of the person.
9. If asking a person to identify themselves, members must inform the person(s) that providing identification is voluntary. People are not required to carry any means of identification, nor are persons required to identify themselves or account for their presence in a public place.
10. The duration of the Field Interview should be as brief as possible. The success or failure of a meaningful Field Interview rests on the member's ability to put the person at ease and establish a rapport.

Prohibited Actions

11. Because a person is free to end the Field Interview at any time and to refuse to answer the member's questions, members shall not engage in conduct that would lead a reasonable person to believe they must comply, provide identification, or respond. Where many people view a marked patrol car, police uniform, firearm or other weapons as symbols of authority and potential coercion, members shall act in a manner that would inform a reasonable person that the encounter is voluntary, such as using a non-coercive tone of voice, asking questions, and refraining from giving orders.
12. Field Interviews shall not be conducted in a hostile or aggressive manner, or as a means of harassing any person or attempting to coerce a person to do anything (e.g., leave the area, consent to a Search, etc.).
13. Taking action intended to create RAS without previous particularized facts to justify action, such as "jump outs."
14. Targeting treatment facilities and prior arrestees for CDS possession, based solely on knowledge of drug addiction.

Documentation Requirements

All Field Interviews require the completion and issuance of a Citizen/Police Contact Receipt (See Appendix A).

Investigative Stops

The Fourth Amendment of the U.S. Constitution protects individuals from unreasonable seizure when they are lawfully present in a place. It permits officers to briefly detain a person for investigation where an officer has a reasonable suspicion that a person is involved in criminal activity.

Justification

15. Reasonable Articulate Suspicion (RAS) is an objective legal standard that is less than Probable Cause but more than a hunch or general suspicion. RAS depends on all of the circumstances which the member observes and the reasonable assumptions that are drawn based on the member's training and experience. RAS can result from a combination of particular facts, which may appear harmless in and of themselves, but taken together amount to reasonable suspicion.
16. RAS should be founded on specific and objective facts or observations about how a person behaves, what the person is seen or heard doing, and the circumstances or situation in regard to the person that are/is either witnessed or known by the member. Accordingly, RAS must be described with reference to facts or observations about a particular person's actions or the particular circumstances that a member encounters. The physical characteristics of a person are never, by themselves, sufficient. Instead, those characteristics must be combined with other factors, including a specific, non-general description matching the suspect or the observed behaviors of the person.

Required Actions

17. For all Investigative Stops, a member must possess specific and articulable facts which, combined with rational assumptions from these facts, reasonably warrant a belief that the person is committing, is about to commit, or has committed a crime.

NOTE: One factor alone is typically not sufficient to establish RAS and circumstances will vary in each case.

18. Before conducting an Investigative Stop, members must:
- 18.1. Activate BWC at the onset of the observation or activity on which they base their reasonable suspicion, to the extent practicable and safe, and shall not deactivate BWC until the completion of the Investigative Stop.
 - 18.2. Notify the dispatcher and include the location, number of persons being stopped and whether additional units are needed, and when safe to do so, a brief basis for the stop.
 - 18.3. Always determine whether the circumstances warrant a request for backup assistance and whether the Investigative Stop can and should be delayed until such backup arrives.
19. During an Investigative Stop, members must:
- 19.1. Remain courteous and respectful at all times.
 - 19.2. Inform the person(s) stopped that they are not free to leave, and explain the reason for the stop if safe and practicable to do so.
 - 19.3. Limit questions to those relevant and necessary to resolve the member's suspicions.
 - 19.4. Ensure that the person is stopped for only that period of time necessary to effect the purpose of the stop. If the stop is not brief, then it may become an arrest and must be supported by Probable Cause.

20. The scope of the stop must be tied to the basis for it. Actions that would indicate to a reasonable person that they are being arrested or indefinitely detained may convert an Investigative Stop into an arrest, which would require Probable Cause or an arrest warrant. Unless justified by the RAS for the original stop, members must have additional articulable justification for further limiting a person's freedom during an Investigative Stop by doing any of the following:

20.1. Taking a person's identification or driver's license away from the immediate vicinity;

20.2. Ordering a motorist to exit a vehicle;

20.3. Directing a person to stand (or remain standing), or to sit any place not of their choosing;

20.4. Directing a person to lie or sit on the ground;

20.5. Applying handcuffs;

20.6. Transporting any distance away from the scene of the initial stop (including for the purpose of witness identification);

20.7. Placing a person into a police vehicle;

20.8. Pointing a firearm;

20.9. Performing a Weapons Pat-Down;

20.10. Or any level of force.

21. Notify a supervisor immediately, as soon as it is safe to do so, if the person is:

21.1. Injured during the Investigative Stop or complains of injury;

21.2. Transported from the initial place of contact;

21.3. Stopped more than 20 minutes; or

21.4. Handcuffed and/or subjected to an Arrest and control technique.

NOTE: When the encounter is over, it is over. Member shall not detain the person for longer than needed in order to wait for the arrival of a supervisor.

22. Members shall immediately release a person from an Investigative Stop if:

22.1. The member no longer has RAS that the person is committing, is about to commit, or has committed a crime; or

NOTE: This may occur when, upon stopping the person, the member learns that the person is not a specific suspect being sought or that the person's actions or behaviors are justified and do not indicate a violation of law.

22.2. If the member fails to develop the Probable Cause necessary to arrest within a reasonable time.

23. Members shall not transport or otherwise move the person from the location where they are stopped unless they voluntarily consent or there is an exigency necessitating relocation (e.g., hostile crowd, immediate threat to safety, etc.).

NOTE: If intending to move the person from the stop location as a result of one of the above circumstances, obtain the approval of a permanent-rank supervisor before relocating the person and inform the supervisor where the person will be taken.

24. If the person stopped is to be released:

24.1. Immediately release the person and explain the reason for the Investigative Stop and the release.

24.2. If the person was taken to another location, provide return transportation to the scene of the initial stop.

Prohibited Actions

Members are prohibited from:

25. Conducting Pretext Stops that lack RAS that the subject has committed, is committing, or is about to commit a crime or on the basis of a person's race, national origin, or other demographic categories. Such stops may violate the Fourteenth Amendment, federal law, and BPD policies;

26. Conducting Pretext Stops in which the pretext justification is loitering or misdemeanor trespass. This does not prohibit stops that are not pretextual, such as a stop in response to a call for service concerning loitering or misdemeanor trespass;

27. Using Boilerplate Language or language that states a conclusion without providing supporting detail in the report documenting the Investigative Stop;

28. Relying on information known at the time of reliance to be materially false or incorrect in effectuating an Investigative Stop;

29. Making an Investigative Stop based **solely** on a person's presence in a location known for criminal activity.

NOTE: Despite this prohibition, a member may use the fact that a location is known for a particular type of criminal activity as one fact among multiple facts that, in combination, establish RAS (Reasonable Articulate Suspicion). To conclude that the type of criminal activity in a specific location contributes to establishing RAS, the member should be able to articulate how the nature of the criminal activity in that location, its frequency, and its recency are relevant to the suspected crime. For example, the fact that drug dealing is known to occur on a specific corner at a particular time of day within the past two weeks could be one fact that, when considered together with other facts, establishes RAS that two people exchanging money on that corner at that time of day are engaged in a drug transaction. By contrast, the fact that there has been a recent rash

of nighttime, forced rear window burglaries in a particular area does not help to establish RAS that a person flagging down cars in that area during the daytime is a burglar.

NOTE: In order to be used as a fact that helps to establish RAS, a location known for a certain type of criminal activity must be a specific location (e.g., an address, a specific business location, a specific corner, a specific block or blocks, a park, etc.) and must not be a general location (e.g., a district, or an entire neighborhood for a crime that is location-specific (for example, CDS distribution)). Members shall avoid broad, boilerplate phrases such as “high crime area” when articulating RAS.

30. Making an Investigative Stop based **solely** on a person’s response to the presence of police, including a person’s attempt to avoid contact with a member (e.g., walking away, declining to talk, running away, or crossing the street to avoid contact). People may avoid contact with police for many reasons other than involvement in criminal activity.

NOTE AS TO 29 AND 30: Despite the prohibitions in Directives 29 and 30, members **may** conduct an Investigative Stop when a person in a location known for certain criminal activity runs, unprovoked, from the police **and** there is an articulable reason to believe the person is running because they are involved in the type of criminal activity prevalent in that location. In this situation, the member must be able to articulate the specific facts establishing RAS, including how the individual’s unprovoked flight is linked to their suspected participation in the type of criminal activity prevalent in that location. Examples of facts that may establish a link between a person’s unprovoked flight and the type of criminal activity prevalent in a location include: the member observes the person taking actions that are consistent with the commission of the particular crime prevalent at that location; the member has personal knowledge that a person has committed the crime previously; the member has personal knowledge that there was a recent call for service about that particular crime being committed at that location.

31. Intentionally provoking or attempting to provoke flight to justify an Investigate Stop or a Foot Pursuit. For example, a member may not drive at a high rate of speed toward a group congregated on a corner, perform a threshold brake, and exit quickly with the intention of stopping anyone in the group who flees.
32. Making an Investigative Stop based **solely** on a person’s proximity to the scene of a reported or suspected crime.

NOTE: Members may use a person’s proximity to the scene of a specific reported or suspected crime as a fact in formulating RAS that the person committed that specific crime, but must explain how close the person was to the scene and why it was reasonable to believe the person was involved in the reported or suspected crime based on their proximity to the scene. Facts to consider include: how long ago the crime was committed and whether a person could have travelled that distance in that time, whether the member observes the person taking actions that are consistent with someone who just committed that crime, whether the person matches any witness’s descriptions or observations of the incident, etc.

NOTE: The prohibition in 32 does not interfere with a member’s ability to “freeze” a crime scene under Policy 1002, *Securing and Interviewing Witnesses*.

Documentation Requirements

33. Members shall not use Boilerplate Language when describing the basis for an Investigative Stop. Members must use specific and descriptive language individualized to the person stopped and the circumstances of the stop to describe the basis of the contact. The amount of detail required depends on the complexity of the encounter.
34. Following an Investigative Stop:
- 34.1. A central complaint number must be issued from police dispatch, and an Incident Report, Form 8, must be completed. Members should describe in detail the circumstances which led to the Investigative Stop in a Supplemental Report, Form 7, including clearly and specifically documenting the facts on which the member's RAS was based (See Appendix B and C).
- 34.2. The report must include the following information:
- 34.2.1. A complete description of the person, including height, weight, hair color, eye color, skin tone, identifying features (e.g., tattoos, scars), clothing type and color, and any other notable features or descriptors relevant to RAS.
- 34.2.2. Perceived race, ethnicity, gender and age of the person stopped;
- 34.2.3. The location of the stop, including the address or nearest intersection;
- 34.2.4. The central complaint number;
- 34.2.5. Specific, individualized description of the facts that established RAS for the stop, prior to the stop being made;
- 34.2.6. Approximate duration of the stop;
- 34.2.7. Outcome of the stop, including whether member(s) issued a civil or criminal citation, made an Arrest or issued a warning;
- 34.2.8. Whether member(s) conducted a Weapons Pat-Down, and if so, the RAS that the person was armed;
- 34.2.9. Whether member(s) conducted a Search based on Probable Cause, and if so, the facts establishing Probable Cause for the Search;
- 34.2.10. Whether member(s) asked any person(s) to consent to a Search whether such consent was given, and in what form (i.e., verbal or written) See Policy 1109, *Warrantless Searches*;
- 34.2.11. Whether member(s) found any unlawful weapons, narcotics, or other contraband during a Search, and the nature of the contraband;
- 34.2.12. Whether the Investigative Stop began as a Voluntary Contact or Field Interview;

34.2.13. If the person was moved from the initial stop location, document that they were moved, where they were taken to, and why they were moved from the stop location; and

34.2.14. If the member receives information during the call or the facts that the member observes indicate that a person has or is experiencing behavioral health disabilities.

35. The member must provide the person with an explanation of the purpose of the stop, and provide Form 309 (Appendix E) to the person with the member's name, the date, and central complaint number.

Weapons Pat-Downs

Justification

For a Weapons Pat-Down, a member must possess specific and articulable facts, combined with rational assumptions from these facts, that the person is armed, and the pat-down must be designed to ensure the safety of the member and others while a member is conducting a legitimate investigation. Pertinent factors may include the member's prior knowledge that the person carries a weapon. However, members must also be mindful that most persons carry mobile phones, wallets, or other personal items in their pockets.

NOTE: An Investigative Stop and a Weapons Pat-Down are two distinct actions – both require independent RAS (e.g., to stop a person there must be RAS of criminal activity, but to stop a person and perform a Weapons Pat-Down there must be RAS of criminal activity and RAS that the person is armed).

Required Actions

36. In determining whether sufficient RAS exists to support the Weapons Pat-Down, a member should consider the following factors:
- 36.1. The type of crime suspected, particularly in crimes of violence where the use or threat of deadly weapons is involved.
 - 36.2. The hour of the day and the location where the stop takes place.
 - 36.3. Prior knowledge of the person's history of carrying deadly weapons or committing crimes of violence.
 - 36.4. Visual indications that suggest the person is carrying a firearm or other deadly weapon, such as a bulge under the person's clothing, although a bulge could also indicate personal items such as a cell phone or wallet.
37. Whenever possible, Weapons Pat-Downs should be conducted by at least two members – one who performs the Weapons Pat-Down and another who provides protective cover.
38. Absent exigent circumstances, when conducting a Weapons Pat-Down, members will 1) honor the person's preference about the gender identity of the member conducting the search; and 2) in the absence of a stated preference, the gender identity of the person being searched shall be

consistent with the gender identity of the member conducting a search. See Policy 720, *Interactions with Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) Individuals*.

39. Members are permitted only to pat the outer clothing of the person.
40. If, during a Weapons Pat-Down, the member feels an item which is the shape and size of a weapon that could be used to harm the member or others, the member may reach into or disturb the article of clothing and remove the item.

NOTE: If, during the process of removing the suspected weapon, the member discovers other items which are contraband or evidence of a crime, the member may lawfully seize those items, and the items may be considered when establishing Probable Cause to make an Arrest or to conduct a Search of the person.

41. If the person stopped is arrested because a weapon was found, a Search incident to Arrest, may be conducted in accordance with departmental training and procedures. See Policy 1109, *Warrantless Searches*.
42. If the person stopped is to be released because no weapon was found, and there is no Probable Cause for an Arrest, the member must immediately release the person, comply with the documentation guidelines in number 2 under **Documentation Requirements** below, and explain the reason for the Investigative Stop, the Weapons Pat-Down, and the release.

Prohibited Actions

43. Members are prohibited from automatically engaging in a Weapons Pat-Down during an Investigative Stop for “member safety.”
44. Members shall not place their hands in pockets or reach into an article of clothing unless the member feels an object they reasonably believe is a weapon, such as a firearm, knife, club, or other item, that could be used to harm the member or others. The member may not manipulate an object underneath clothing in an effort to determine the nature of the object.
45. A Weapons Pat-Down shall not be used to conduct full Searches designed to produce evidence or other incriminating material.
46. Members may not request the consent of a person to conduct a Weapons Pat-Down without RAS that the person is carrying a weapon.
47. Members shall not open an object that a person is carrying – such as a handbag, suitcase, briefcase, sack, or other object that may conceal a weapon. Instead, the member should place it out of the person’s reach.
48. The member may not manipulate the exterior or Search the interior of the object the person is carrying. If the member reasonably suspects that harm may result if the unsearched object is returned to the person, the member *may briefly* feel the exterior of the object in order to determine if the object contains a weapon or other dangerous item.

Documentation Requirements

49. Members must use specific and individualized descriptive language sufficient to describe the basis of the contact. The amount of detail required depends on the complexity of the encounter. Members shall not use Boilerplate Language when describing the basis for a Weapons Pat-Down.
50. If the stopped person is to be released, and there is no Probable Cause for an Arrest, the member must:
 - 50.1. Obtain a central complaint number from police dispatch and complete an Incident Report, Form 8. Describe in detail the circumstances which led to the Weapons Pat-Down in a Supplemental Report, Form 7 (See Appendix B and D), and follow the reporting guidelines listed under **Investigative Stops - Documentation Requirements**.
 - 50.2. Provide Form 309 (Appendix E) to the person with the member's name, the date and central complaint number.
51. If the person stopped is arrested because a weapon was found for which they did not have a permit, a Search incident to Arrest, may be conducted in accordance with departmental training and procedures. See Policy 1109, *Warrantless Searches*.

NOTE: Complete any related reports and submit to a supervisor. The completed reports shall make it clear that the Arrest was the result of an Investigative Stop or Weapons Pat-Down, and the member must follow the reporting guidelines listed under **Investigative Stops - Documentation Requirements**.

Vehicle Stops**Required Actions**

52. A member may conduct a Vehicle Stop only when they have Probable Cause to believe that the driver has committed a traffic violation, or RAS that the driver or an occupant of the vehicle has committed, is committing or is about to commit a crime.
- NOTE:** A "routine" Vehicle Stop conducted for the purposes of issuing a traffic citation is a seizure under the Constitution. The stop may last no longer than the time reasonably required to issue a ticket for the violation. If the stop lasts longer than the time reasonably required to issue the ticket, this is a Fourth Amendment violation. Activities that ensure vehicles on the road are operated safely and responsibly are considered part of the reasonable time to issue the ticket. Such activities typically involve checking the driver's license, determining whether the driver has outstanding warrants, and inspecting the vehicle's registration and proof of insurance.
53. Activate BWC upon initiating a Vehicle Stop, prior to approaching vehicle. The BWC shall not be deactivated until the completion of the Vehicle Stop.
 54. Members shall notify dispatch to report all Vehicle Stops, and shall state the location of each stop.

Documentation Requirements

55. Members will use specific and individualized descriptive language sufficient to describe the basis of the contact. The amount of detail required depends on the complexity of the encounter. Members shall not use Boilerplate Language when describing the basis for the contact.

EXAMPLE: If a person is stopped in a vehicle because they ran through a stop sign, member may write "Person ran through stop sign at XYZ location." Whereas, if a person is stopped because they engaged in erratic driving near the scene of a homicide and matches the suspect description, a correspondingly more detailed report is required.

56. No matter the outcome of the Vehicle Stop, members shall document the following information after conducting all Vehicle Stops:
- 56.1. Members' names and sequence numbers;
 - 56.2. Date and time of the stop;
 - 56.3. Location of the violation and/or stop;
 - 56.4. Duration of the stop;
 - 56.5. The driver's apparent demographic category, to include race, ethnicity, gender and age;
 - 56.6. Reason for the Vehicle Stop, such as a statement of the traffic offense observed prior to the Vehicle Stop or other facts creating Probable Cause or RAS that were observed prior to initiating the Vehicle Stop;
 - 56.7. Whether the driver was ordered by a member to exit the vehicle, and the reason;
 - 56.8. Whether any member approached the vehicle with a service weapon drawn;
 - 56.9. Whether members conducted a Weapons Pat-Down and, if so, the specific RAS that the person(s) was/were armed with a dangerous and deadly weapon;
 - 56.10. Whether members conducted a Search of the vehicle based on Probable Cause and, if so, the facts establishing the Probable Cause to conduct a Search;
 - 56.11. Whether members asked any person(s) to consent to a Search and whether such consent was given, and in what form (See Policy 1109, *Warrantless Searches*);
 - 56.12. Whether members found any unlawful weapons, narcotics, or other contraband during a Search, and the nature of such contraband; and
 - 56.13. Disposition of the Vehicle Stop, including whether member(s) issued a citation, warning or made an Arrest.

NOTE: If a passenger of a stopped vehicle is questioned, required to produce an ID, or is required to exit the vehicle, these law enforcement actions require their own documentation as the actions relate to the passenger.

Superiors' Responsibilities for Field Interviews, Vehicle Stops, Investigative Stops, Weapons Pat-Downs and Searches**First-line Supervisor**

57. Review all Citizen/Police Contact Receipts and all documentation for Investigative Stops, Weapons Pat-Downs and Searches. This should be completed during the shift, by the end of the tour of duty, but no later than 72 hours after the encounter occurred.

NOTE: This deadline may be extended only if deficiencies are found and additional investigation or corrective action is required.

- 57.1. Ensure the encounter and law enforcement action taken was constitutional and complied with policy.

NOTE: For any actions that require further review in order to confirm compliance, review the member's BWC footage and that of any other members present.

- 57.2. Ensure the documentation is complete and complies with policy. Review reports and forms for deficiencies, including:

57.2.1. Boilerplate Language and language that comes to a conclusion without providing supporting detail, inconsistent information, lack of articulation of the legal basis for the action, or other indicia that the reports or forms may contain information that was not accurate at the time it was reported;

57.2.2. Consult with the member to assess whether additional information from the member may remedy the deficiency.

- 57.3. Upon confirming completion and sufficiency, sign off on the report and forward through proper channels.

58. Document and report in BlueTeam:

58.1. Investigative Stops that appear unsupported by RAS, or that otherwise violate BPD policy;

58.2. Searches that appear to be without legal justification or are in violation of BPD policy;

58.3. When a Search resulting in the recovery of contraband appears to be unsupported by Probable Cause; and

58.4. Stops or Searches that, while complying with law and policy, indicate a need for corrective action or review of agency policy, strategy, tactics, or training.

59. Submit all Incident Reports, Form 8, Supplemental Reports, Form 7, and Citizen/Police Contact Receipts through the unit administrative staff.

60. Take appropriate action to address all apparent violations or deficiencies in Field Interviews, Vehicle Stops, Investigative Stops, Weapons Pat-Downs, Searches, and Arrests including deficiencies in reporting.

- 60.1. All corrective action documentation should occur in BlueTeam for tracking purposes.
- 60.2. When a member's actions comply with the law and policy, but indicate a need for positive corrective action, provide training, mentoring, counseling or other appropriate measures. Document non-punitive corrective action in BlueTeam as a performance notice.
- 60.3. Refer policy and law violations to the Public Integrity Bureau (PIB) for administrative or criminal investigation and document in BlueTeam. For these situations, it may still be appropriate to provide non-punitive counseling, mentoring, training, or other support as a complement to PIB's investigation.
- 60.4. For each subordinate, the supervisor shall track each violation or deficiency and the corrective action taken, if any, to identify members needing repeated corrective action.
- 61. Document evidence of employee negligence or repeated failures to accurately complete applicable reporting in BlueTeam for progressive discipline.
- 62. Consider the quality and completeness of members' reports for Field Interviews, Investigative Stops, Searches and Arrests in members' performance evaluations.

Lieutenant

- 63. Review and evaluate Sergeant's review of member's activity, and any corrective action taken. If the documentation is complete, and the Sergeant's actions appropriately resolved the underlying issue, approve the documentation. If additional action is needed, return to Sergeant for further action.
- 64. Mentor and counsel Sergeants, where needed, regarding their responsibilities towards members and the Department.
- 65. Refer a member or Sergeant's policy and law violations to PIB for administrative or criminal investigation and document in BlueTeam. Referral to PIB does not preclude non-punitive counseling, mentoring, training, or other support, which should be provided as a complement to PIB's investigation.

Commanding Officer

- 66. Provide training and conduct reviews of Incident Reports, Form 8, Supplemental Reports, Form 7, and Citizen/Police Contact Receipts, as necessary, to ensure members understand and apply appropriate legal standards when conducting Field Interviews, Vehicle Stops, Investigative Stops, Weapons Pat-Downs, Searches, and Arrests.
- 67. Provide training and conduct audits of supervisory reviews of Investigative Stops, Vehicle Stops, Weapons Pat-Downs, Searches and Arrests to evaluate the supervisor's review and conclusions within seven days of their completion.
- 68. If misconduct is identified through any of the above-mentioned audits, evaluate the supervisor's assessment and recommendations and ensure that all appropriate corrective action was taken, including referring the incident to PIB for investigation. For supervisors who fail to conduct

complete, thorough, and accurate reviews of members' Field Interviews, Investigative Stops, Weapons Pat-Downs, Searches and Arrests, take appropriate corrective or disciplinary action.

- 69. Ensure all Citizen/Police Contact Receipts are forwarded daily to the Records Management Section for entry into the "Stop Ticket" database on a timely basis.
- 70. Forward daily all hard copies of all Incident Reports, Form 8 and Supplemental Reports, Form 7, to the Records Management Section (RMS).
- 71. Consider the quality and completeness of supervisory reviews of Investigative Stops, Searches and Arrests in performance evaluations.

Administrative Officer, Patrol

- 72. Review all Field Interview, Investigative Stops, Weapons Pat-Down and Search documentation received for data entry.
- 73. If reporting errors or deficiencies are noted, return the documentation to the member's supervisor and report the error or deficiency to the member's commanding officer.

Records Management Section, Commanding Officer

- 74. Whenever a Weapons Pat-Down was conducted without recovering a firearm, and an Incident Report, Form 8, was received, complete a Maryland State Police Firearms Report and forward the report to:

Superintendent Maryland State Police
Pikesville, Maryland. 21208-3899
- 75. Collect and forward, on a daily basis, copies of all reports relating to recovered firearms to the Director, Crime Laboratory Section.
- 76. Ensure Citizen/Police Contact Receipts are entered into the Stop Ticket database within ten business days of receipt.
- 77. Retain copies of all Citizen/Police Contact Receipts indefinitely.

Crime Laboratory Section, Director

- 78. Shall ensure a Maryland State Police Firearms Report is completed for each firearm recovered and forwarded daily to:

Superintendent Maryland State Police
Pikesville, Maryland. 21208-3899

Performance Standards Section

- 79. Audits of documentation in support of Field Interviews, Vehicle Stops, Investigative Stops, Weapons Pat-Downs, Searches and Arrests will be included in the yearly audit plan. Documents to review may include, but are not limited to, Incident Reports, Form 8, Supplemental Reports, Form 7, Citizen/Police Contact Receipts, and Body-Worn Camera footage.

NOTE: Audits will be conducted to identify deficiencies and gaps in practice of these activities, and those findings will assist in informing future trainings and/or policy on Field Interviews, Vehicle Stops, Investigative Stops, Weapons Pat-Downs, Searches and Arrests.

80. Frequency of these audits will be determined by the Commander of Performance Standards Section, in accordance with the year's audit plan.

Education & Training, Director

81. Ensure that the procedures of this policy are consistent with entrance level and in-service training curricula.
82. Provide ongoing roll call training on the contents and subject of this policy.

APPENDICES

- A. Citizen/Police Contact Receipt
- B. Incident Report, Form 8
- C. Supplemental Report – Investigative Stop, Form 7
- D. Supplemental Report – Weapons Pat Down, Form 7
- E. Victim Assistance/Incident Information Form 309

ASSOCIATED POLICIES

- Policy 720, *Interactions with Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ) Individuals*
- Policy 808, *Criminal and Civil Citation Procedures*
- Policy 809, *Marijuana – Uniform Civil Citation*
- Policy 824, *Body-Worn Camera*
- Policy 906, *Traffic Citations*
- Policy 1007, *Search and Seizure Warrants*
- Policy 1013, *Strip Searches and Body Cavity Searches*
- Policy 1018, *Quality of Life Offenses – Core Legal Elements*
- Policy 1106, *Warrantless Arrest Procedures and Probable Cause Standard*
- Policy 1109, *Warrantless Searches*

RESCISSION

Removed and destroyed/recycled Policy 1112, *Field Interviews, Investigative Stops, Weapons Pat-Downs & Searches*, dated 26 August 2017.

COMMUNICATION OF POLICY

This policy is effective on the date listed herein. Each employee is responsible for complying with the contents of this policy.

APPENDIX A

Citizen/Police Contact Receipt

Baltimore Police Department Citizen/Police Contact Receipt				
<input type="checkbox"/> Vehicle <input type="checkbox"/> Pedestrian	Date	Time	Duration	CC # (If applicable)
Block	Full Street Address (Location of F.I., Stop, etc.)		Post / Sector	
Officer's Name (Last, First)				Seq #
Officer's Signature		Assignment	Unit #	
CITIZEN INFORMATION				
Citizen Name (Last, First, MI)				DOB
Race: <input type="checkbox"/> Black <input type="checkbox"/> White <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Native American/Alaskan Native <input type="checkbox"/> Other Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Unknown Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female Primary Language Spoken (Other than English) _____				
Block	Full Street Address		Phone	
City, State		<input type="checkbox"/> Not Baltimore City Address	Zip	
Identification <input type="checkbox"/> Driver's License <input type="checkbox"/> State Issued ID <input type="checkbox"/> None <input type="checkbox"/> Other _____				
State	License/ID Number			
VEHICLE INFORMATION				
Stop Involved		Registration/License Plate	State	Exp.
<input type="checkbox"/> Radar <input type="checkbox"/> VASCAR <input type="checkbox"/> Laser				
Year	Make	Model	Color	
PRIMARY REASON FOR CONTACT (Mark only one.)				
<input type="checkbox"/> Field Interview <input type="checkbox"/> Investigative Stop <input type="checkbox"/> Weapons Pat-down <input type="checkbox"/> Vehicle Safety Equipment Violation <input type="checkbox"/> Traffic Violation				
INCIDENT/ VIOLATION:				
Article	Section	Description (Traffic Stops MUST INCLUDE the Primary Violation)		
ACTION(S) TAKEN (Mark all that apply.)				
<input type="checkbox"/> None <input type="checkbox"/> Repair Order <input type="checkbox"/> Traffic Citation <input type="checkbox"/> Civil Citation <input type="checkbox"/> Criminal Citation <input type="checkbox"/> Warrant Check <input type="checkbox"/> Arrest <input type="checkbox"/> Warning <input type="checkbox"/> Other: _____				
Primary Charge <input type="checkbox"/> Criminal <input type="checkbox"/> Civil <input type="checkbox"/> Traffic				
Article	Section	Description		
Supervisor's Name (Last, First)		Reviewer		
Supervisor's Signature		RMS Data Entered By		
Seq #	Date	Seq #	Date	Time

APPENDIX B

Incident Report, page 1

INCIDENT REPORT Form 8 1160-25-56 Revised 12/17		POLICE DEPARTMENT BALTIMORE, MARYLAND		1 Crime / Incident Attempt <input type="checkbox"/>		2 Complaint Number	
<input type="checkbox"/> Person <input type="checkbox"/> Property <input type="checkbox"/> Vehicle <input type="checkbox"/> Miscellaneous Domestic Related <input type="checkbox"/> Gang Related <input type="checkbox"/> Juvenile Related <input type="checkbox"/> Hate Crime <input type="checkbox"/> Investigative Stop <input type="checkbox"/>				3 Location of Offense / Incident (Exact Street Address)		Page 1 of	
4 Date / Time Occurred				5 Date / Time Reported			
6 Unit		7 Post of Occurrence		8 Reporting Area		9 Street Code	
10 CAD Number		11 Location Given by Dispatcher		12 Companion Report No.			
13 Case Status <input type="checkbox"/> Open <input type="checkbox"/> Closed		14 Case Disposition <input type="checkbox"/> Cleared <input type="checkbox"/> Not Cleared		15 Follow-up <input type="checkbox"/> Yes <input type="checkbox"/> No		16 Crime Code	
17 Crime Classification		18 Describe Location of Offense or Type of Premise				19 Reported by Crime Watcher <input type="checkbox"/> Yes <input type="checkbox"/> No	
20 Complainant / Name (Last, First, MI), or Firm Name if Business				Residence / Address (Include City, County, State, Zip)			
Victim				Age DOB Height Weight Gender <input type="checkbox"/> M <input type="checkbox"/> F			
Race: <input type="checkbox"/> Black <input type="checkbox"/> Asian or Pacific Islander Native <input type="checkbox"/> Other				Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Unknown			
<input type="checkbox"/> White <input type="checkbox"/> Native American/Alaskan Native				<input type="checkbox"/> Not Hispanic or Latino			
Where Employed or School Attending (Include City Located)				Occupation			
Hours of Employment				Residence Phone			
Other Phone				Sobriety			
21 Injuries and Location on Body				Victim's Condition			
Victim Hospitalized Facility				22 Victim / Assailant Relationship			
<input type="checkbox"/> Yes <input type="checkbox"/> No				23 Current / Former Cohabitant <input type="checkbox"/> Yes <input type="checkbox"/> No			
24 Reporting Person		Name (Last, First, MI)		Sex Race Age DOB		Address (Include City, County, State, Zip)	
Residence Phone		Other Phone					
25 Witness Parent/Guardian		Name (Last, First, MI)		Address (Include City, County, State, Zip)		Residence Phone	
Other Phone							
26 Suspect		Name (Last, First, MI)		Address (Include City, County, State, Zip)		Age DOB Height Weight Gender <input type="checkbox"/> M <input type="checkbox"/> F	
Race: <input type="checkbox"/> Black <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Unknown		Limited English Proficient? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Primary Language: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> White <input type="checkbox"/> Native American/Alaskan Native		<input type="checkbox"/> Not Hispanic or Latino		How did officer proceed? <input type="checkbox"/> Professional <input type="checkbox"/> Bilingual Member		Lang. Line <input type="checkbox"/> Professional <input type="checkbox"/> Interpreter	
Complexion		Hair Color/Length/Style		Hat		Eyes	
Facial Hair		Teeth		Shirt/Coat		Arrest Number	
Pants		Shoes		Additional Descriptors (Tattoos, Piercings, Scars, Marks, Accent, etc.)			
27 Trademarks of Suspect(s) (Action / Conversation)		28 Point of Entry		29 Location Last Seen		30 Manner of Escape	
31 Direction of Escape		32 Weapon / Means of Attack		33 Method Used to Commit Crime		34 Type of Property Taken	
35 Total Loss Value							
36 Vehicle Information		Suspect Victim Stolen Towed Other		Tag Number		State Expiration	
Vehicle Year Make		Model		Body Style/Color		Mileage	
Vehicle Identification Number (VIN)		Ignition Locked <input type="checkbox"/> Yes <input type="checkbox"/> No		Keys in Ignition <input type="checkbox"/> Yes <input type="checkbox"/> No		Doors Locked <input type="checkbox"/> Yes <input type="checkbox"/> No	
Windows Closed <input type="checkbox"/> Yes <input type="checkbox"/> No		Radio in Car <input type="checkbox"/> Yes <input type="checkbox"/> No		Battery in Car <input type="checkbox"/> Yes <input type="checkbox"/> No		Spare Tire in Car <input type="checkbox"/> Yes <input type="checkbox"/> No	
Trunk Locked <input type="checkbox"/> Yes <input type="checkbox"/> No							
37 Registered Owner Name (Last, First, MI)		Sex Race Age DOB		Address (Include City, County, State, Zip)			
38 Recovered by		39 Method of Theft		40 Evidence of Stripping / Tampering		41 Repo. Check <input type="checkbox"/> Yes <input type="checkbox"/> No	
42 Tow List Check <input type="checkbox"/> Yes <input type="checkbox"/> No		43 Owner Notified <input type="checkbox"/> Yes <input type="checkbox"/> No					
44 Tow Information		Location Towed From		Location Towed To		Towed by	
Tow Truck Operator Signature							
45 Detective Notified		Sequence No. Assignment		Unit Number Date		Time	
46 Medical Examiner Notified		Date		Time			
47 Crime Lab Technician Name		Unit Number		Time		48 Hot Desk Person Notified	
Date		Time					
49 Communications Supervisor Notified <input type="checkbox"/> Yes <input type="checkbox"/> No		50 Citywide Broadcast <input type="checkbox"/> Yes <input type="checkbox"/> No		51 Victim Assistance/Incident Information: Explain Form(s) Provided <input type="checkbox"/> Yes <input type="checkbox"/> No			
52 Copies Forwarded To							
Cont'd Sections							
Narrative: (1) Continuation of any preceding items. (2) Property Listing, to include property taken and seized/submitted evidence/property, list property inventory number(s) when applicable. (3) Describe details of incident. Include all steps taken in preliminary investigation. (4) List all additional notifications, including name, agency or assignment, unit number, telephone number, date, time. (5) List all arrests, including Arrest Numbers and charges.							
Continued <input type="checkbox"/>							
53 Reporting Officer Name (PRINT CLEARLY)		Sequence No. Assignment		Signature			
54 Approving Supervisor Rank and Name		Sequence No. Assignment		Signature			
55 RMS Data Entered By		Sequence No. Date		Time		56 Reviewer	
57 Referred To							

REPORT SHOULD BE TYPED OR LEGIBLY PRINTED IN BLACK INK

APPENDIX C

Incident Report, page 2 for Investigative Stop

SUPPLEMENT REPORT Form 04/007 1100-25-23		POLICE DEPARTMENT BALTIMORE, MARYLAND		1 Crime / Incident		Attempt <input type="checkbox"/> Complainant Number	
<input type="checkbox"/> Continuation <input type="checkbox"/> Follow Up				3 Location of Offense / Incident (Street Address, Zip)		Page of	
<input type="checkbox"/> Person <input type="checkbox"/> Property <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Vehicle <input type="checkbox"/> Missing Person <input type="checkbox"/> Custody				4 Date / Time of This Report		5 Arrest / Custody Number	
6 Unit		7 Post of Occurrence		8 Reporting Area		9 Street Code	
10 CAD Number		11 Original Report Date / Time		12 Offense / Incident Changed From			
13 Case Status <input type="checkbox"/> Open <input type="checkbox"/> Closed		14 Multiple Clearance <input type="checkbox"/> Yes <input type="checkbox"/> No		15 Case Disposition <input type="checkbox"/> Cleared <input type="checkbox"/> Not Cleared		16 Follow-up <input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Crime Code		18 Crime Classification					
19 Complainant / Victim Name (Last, First, MI), or Firm Name if Business				Residence / Address (Include City, County, State, Zip)			
Sex				Race		Age	
DOB							
20 Copies Forwarded To							
21 Narrative (1) Continuation of any preceding items. (2) Property Listing, to include property taken and seized/submitted evidence/property, list property inventory number(s) when applicable. (3) Record all activity and all developments in case subsequent to last report. Include names and arrest numbers of all persons arrested. Explain any crime/incident classification change. (4) List all additional notifications, including name, agency or assignment, unit number, telephone number, date, time. (5) Recommend case status when applicable. (6) If Multiple Clearance, include all affected complainant numbers.							
<p style="text-align: center;">INVESTIGATIVE STOP</p> <p>Person stopped for an investigative stop is the complainant.</p> <p>Reporting person is the officer.</p> <p>Person arrested (if any) is the suspect.</p> <p>You must write an "investigative stop report" for every "investigative stop" performed, whether or not an arrest is made, and whether or not the subject stopped cooperates by identifying himself/herself to you. The incident for which the investigative stop was made must be placed in box #1 of the report. For example, if the subject is stopped for a robbery investigation, then the incident will read "robbery" in box #1 of the report. The first line of the narrative must read "investigative stop."</p> <p>NARRATIVE REQUIREMENTS</p> <p>Property listing at the beginning of the narrative if a weapon and/or other contraband is recovered.</p> <p>Date, time and location of the investigative stop.</p> <p>The reasonable articulable suspicion that existed to justify the investigative stop, including but not limited to:</p> <ul style="list-style-type: none">- Visual indications that suggest the individual is carrying a firearm or other deadly weapon, such as a bulge under the individual's clothing.- Informant tips and information.- Observations of what appears to be criminal conduct based on experience.- Furtive behavior.- The hour of the day and the location where the stop takes place.- Presence in a high crime area.- Evasive conduct or unprovoked flight. <p style="text-align: right;">Continued <input type="checkbox"/></p>							
21 I affirm and declare that the statements above are true to the best of my knowledge:				Reporting Person's Signature		Date	
22 Reporting Officer Name (PRINT CLEARLY)				Sequence No. Assignment		Signature	
23 Approving Supervisor Rank and Name				Sequence No. Assignment		Signature	
24 RMS Data Entered by				Sequence No. Date		Time	
25 Reviewer				26 Referred To			

REPORT SHOULD BE TYPED OR LEGIBLY PRINTED IN BLACK INK

APPENDIX D

Incident Report, page 2 for Weapons Pat-Down

SUPPLEMENT REPORT Form 04/007 1160-26-23		POLICE DEPARTMENT BALTIMORE, MARYLAND		1 Crime / Incident		Attempt <input type="checkbox"/> 2 Complaint Number	
<input type="checkbox"/> Continuation <input type="checkbox"/> Follow Up				3 Location of Offense / Incident (Street Address, Zip)			
Person <input type="checkbox"/> Property <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Vehicle <input type="checkbox"/> Missing Person <input type="checkbox"/> Custody <input type="checkbox"/>				4 Date / Time of This Report		5 Arrest / Custody Number	
6 Unit		7 Post of Occurrence		8 Reporting Area		9 Street Code	
10 CAD Number		11 Original Report Date / Time		12 Offense / Incident Changed From			
13 Case Status <input type="checkbox"/> Open <input type="checkbox"/> Closed		14 Multiple Clearance <input type="checkbox"/> Yes <input type="checkbox"/> No		15 Case Disposition <input type="checkbox"/> Cleared <input type="checkbox"/> Not Cleared		16 Follow-up <input type="checkbox"/> Yes <input type="checkbox"/> No	
17 Crime Code		18 Crime Classification		19 Complainant / Victim			
20 Copies Forwarded To		Name (Last, First, MI), or Firm Name if Business		Residence / Address (Include City, County, State, Zip)		Sex Race Age DOB	
21 Narrative (1) Continuation of any preceding items. (2) Property listing, to include property taken and seized/submitted evidence/property; list property inventory number(s) when applicable. (3) Record all activity and all developments in case subsequent to last report. Include names and arrest numbers of all persons arrested. Explain any crime/incident classification change. (4) List all additional notifications, including name, agency or assignment, unit number, telephone number, date, time. (5) Recommend case status when applicable. (6) If Multiple Clearance, include all affected complaint/case numbers.							
WEAPONS PAT-DOWN							
Person stopped for a weapons pat-down is the complainant.							
Reporting person is the officer.							
Person arrested (if any) is the suspect.							
You must write a "weapons pat-down report" for every "weapons pat-down" performed, whether or not an arrest is made or a weapon is found, and whether or not the subject stopped cooperates by identifying himself/herself to you. The incident for which the weapons pat-down was made must be placed in box #1 of the report. For example, if the subject is stopped for a robbery investigation, then the incident will read "robbery" in box #1 of the report. The first line of the narrative must read "weapons pat-down."							
NARRATIVE REQUIREMENTS							
Property listing at the beginning of the narrative if a weapon and/or other contraband is recovered.							
Date, time and location of the weapons pat-down.							
The reasonable articulable suspicion that existed to justify the weapons pat-down, including but not limited to:							
<ul style="list-style-type: none">- The type of crime suspected, particularly in crimes of violence where the use or threat of deadly weapons is involved.- The hour of the day and the location where the stop takes place.- Prior knowledge of the individual's criminal history and propensity to use force or carry deadly weapons.- The appearance and demeanor of the individual.- Furtive behavior.- Visual indications that suggest the individual is carrying a firearm or other deadly weapon, such as a bulge under the individual's clothing.							
Continued <input type="checkbox"/>							
21 I affirm and declare that the statements above are true to the best of my knowledge:							
22 Reporting Officer Name (PRINT CLEARLY)				Sequence No./Assignment		Signature	
23 Approving Supervisor Rank and Name				Sequence No./Assignment		Signature	
24 RMS Data Entered By				Sequence No./Date		25 Reviewer	
26 Referred To							

REPORT SHOULD BE TYPED OR LEGIBLY PRINTED IN BLACK INK

APPENDIX E

Victim Assistance/Incident Information, Form 309, Page 1

MARYLAND CRIMINAL INJURIES COMPENSATION BOARD

- The Board manages a state fund to reimburse innocent victims of crime for losses caused by crime.

1. Who may be eligible to apply for compensation?

- Adult crime victims, or if under 18, parents or guardians on their behalf, or,
- Dependents of homicide victims, or
- Person or persons who paid for the funeral expenses of homicide victims, or
- Persons injured while preventing a crime or assisting a police officer.

2. What is required?

- Report to law enforcement within 48 hours of the crime, unless good cause is shown for delay in reporting.
- A **completed and signed** CICB claim sent to the Board within 3 years of the crime.
- Physical injury, death or a psychological injury resulting from a felony or delinquent act directly resulting from the crime.
- Victims cannot have contributed to their injuries, or initiated, consented to, provoked, or unreasonably failed to avoid a physical confrontation that led to the victimization.
- The victim cannot have been participating in a crime or delinquent act at the time the injury was inflicted.
- Victims must cooperate with the police or other law enforcement agencies, prosecutors and the CICB staff.
- Although not required, you may have an attorney represent you.

3. Eligibility criteria for an award – CICB is the fund of last resort. All other available sources of compensation, such as insurance, must be exhausted before CICB can make an award. Certain restrictions apply for each of these benefits:

Medical or dental – Up to \$45,000. Claimants without private insurance must apply for Medical Assistance.

Psychological counseling – Up to \$5,000 for victim or \$1,000 for a parent, child or spouse living with the victim.

Lost wages or disability – Up to \$25,000 – To be eligible, the claimant must lose time from work due to a criminal victimization, or a parent or guardian caring for a child victim.

Funeral and/or burial – Up to \$5,000 – Persons who assume the responsibility for the funeral or burial expenses may be eligible to apply. Claims may be reduced or denied if there is an applicable life insurance policy over \$25,000.

Dependence – Up to \$25,000 for a parent, child or spouse residing with the homicide victim who was dependent on the victim for principal support. Also, specified victims who resided with an abuser prior to the abuse, may claim loss of support benefits during the time the abuser is incarcerated.

Crime scene clean up – Maximum award up to \$250 – The claim must be related to a physical injury, fourth degree sexual assault or felony psychological injury.

* Property loss is not eligible.

* If a claimant receives an award, then later obtains insurance or other type of welfare benefits, including restitution from the offender, the claimant must repay that amount to the Board.

* Upon receipt of an application, the claimant may be contacted for additional information.

For further information and assistance in filing, call or write:

Maryland Criminal Injuries Compensation Board
Suite 206, Plaza Office Center
6776 Reisterstown Road
Baltimore, Maryland 21215-2340
Phone (410) 585-3010; FAX (410) 764-3815
Toll Free (888) 679-9347; TTY USERS (800) 735-2285

CICB Website:

<http://www.dps.state.md.us/victimser/cicb/index.shtml>

Baltimore City Police Department 309 Form

BALTIMORE POLICE DEPARTMENT
Baltimore, Maryland

Victim Assistance/Incident Information Form

An Incident/Offense Report has been prepared under the complaint number indicated below. Please retain this form and refer to the number when making inquiries or to report additional information.

Complaint No.: _____ Date: _____

Incident Type: _____

Officer's Name: _____

Ser. No.: _____ Badge No.: _____ Assignment _____

Telephone No.: _____

If you have additional information to report on this incident, please call the following number for report taking services.

District/Unit: _____ Phone: _____

Baltimore City Non-Emergency Numbers

Police Information (410) 396-2525
 City Hall Switchboard (410) 396-3100
 Animal Control & Bites (410) 396-4694
 Social Services Public Assistance (443) 423-6400

Baltimore City Emergency Numbers

Police..... 911
 Fire..... 911
 Ambulance..... 911
 Poison Control Center..... (410) 706-7701

Please take a moment to review the additional information in this pamphlet. We welcome your involvement and participation.

1160-14-34 15/209

APPENDIX E

Victim Assistance/Incident Information, Form 309, Page 2

When Calling for Police Service

- POLICE NON-EMERGENCY SERVICE, CALL (410) 396-2525 to obtain assistance or referral to the appropriate agency that can address your non-emergency.
- POLICE EMERGENCY, CALL 911
 - Describe the type of crime or suspicious activity.
 - Give the exact address or location of the activity.
 - Provide details or circumstances of the incident.
 - Give the license number and description of any vehicles.
 - Describe all suspects.
 - Give the direction of escape by suspects.
 - Provide any details concerning weapon(s) used by suspects.
 - If requested, please remain on the phone in the event further information is needed about the incident.

Baltimore Police Districts

Central	(410) 396-2411	Northwest	(410) 396-2466
Southwest	(410) 396-2422	Western	(410) 396-2477
Eastern	(410) 396-2433	Southwest	(410) 396-2488
Northeast	(410) 396-2444	Southern	(410) 396-2499
Northern	(410) 396-2455		

Drug Related Information

- Drug activity needing immediate police attention – Call 911.
- To report information on drug activity – Call (410) 666-DRUG.

Victim Assistance Information

First Call for Help (Information and Referral).....	(410) 685-0525
TDD (for hearing impaired).....	(410) 685-2159
Maryland Crime Victim's Resource Center.....	(410) 234-9885
Juvenile Crime Victim Assistance.....	(410) 230-3225
State's Attorney Victim Service.....	(410) 396-1897
Child Abuse/Neglect (24 hour).....	(410) 361-2235
Sexual Assault and Domestic Violence Hotline (24 hour).....	(410) 828-6390
House of Ruth (Battered Women and Children).....	(410) 889-RUTH
Recovery Network Center.....	(410) 366-1717
Baltimore Health Department.....	(410) 637-1900
Alcoholism Center.....	(410) 637-1900
Baltimore City Community Relations Commission.....	(410) 396-3141

A Crime Victim or Witness Should:

- Guidelines:
- (1) Be informed by appropriate criminal justice agencies of these Guidelines:
 - (2) Be treated with dignity, respect, courtesy and sensitivity.
 - (3) Receive crisis intervention assistance, if needed, or be informed by the appropriate criminal justice agency where crisis intervention assistance, emergency medical treatment, creditor intercession services, or other social services and counseling may be obtained.
 - (4) Be notified in advance of dates and times of trial court proceedings in the case, and, on written request, of post sentencing proceedings, and be notified if the court proceedings to which they have been summoned will not proceed as scheduled.

Guidelines for Treatment and Assistance to Crime Victims and Witnesses
Maryland Annotated Code §11-1001(e) of the Criminal Procedure Article

BLOCK REPRESENTATIVE PROGRAM

- (5) Be advised of the protection available, and, on request be protected by criminal justice agencies, to the extent reasonable, practicable, and, in the agency's discretion.
- (6) During any phase of the investigative proceedings or court proceedings, be provided, to the extent practicable, a waiting area that is separate from a suspect and the family and friends of a suspect.
- (7) Be informed by the appropriate criminal justice agency of financial assistance, criminal injuries compensation and any other social services available as a result of being a crime victim and receive assistance or information on how to apply for service.
- (8) Be advised of and, on request, be provided with employer intercession services, when appropriate, by the State's Attorney's Office or other available resource to seek employer cooperation in minimizing an employee's loss of pay or other benefits resulting from participation in the criminal justice process.
- (9) On written request, be kept reasonably informed by the police of the State's Attorney of the apprehension of a suspect, closing of the case, and an office to contact for information about the case.
- (10) Be advised of the right to have stolen or other property promptly returned and, on written request, have the property promptly returned by law enforcement agencies when means can be employed to otherwise satisfy evidentiary requirements for prosecution unless there is a compelling law enforcement reason for retaining it.
- (11) For a crime of violence, as defined in Code §11-1001(e) of the Code, on written request, be kept informed by pre-trial release personnel, the State's Attorney or Attorney General, as appropriate, of any proceeding that affects the crime victim's interests, including bail hearing, dismissal, not pros, or setting of charges, trial disposition, whether at a hearing or trial.
- (12) On request of the State's Attorney to and in the discretion of the judge, be permitted to address the judge or jury or have a victim impact statement read by the judge or jury at sentencing before the imposition of the sentence or at any hearing to consider altering the sentence.
- (13) Be informed, in appropriate cases by the State's Attorney of the right to request restitution and, on request, be provided assistance in the preparation of the request and advice as to the collection of the payment of any restitution awarded:
- (14) Be entitled to a speedy disposition of the case in which the individual is involved as a crime victim or witness.
- (15) On written request to the parole authority, be informed any time there is to be a hearing or provisional release from custody and any time the offender is to receive such a release.
- (16) On written request to the Pauxent Institution, Division of Correction, or Parole Commission, as appropriate, have a victim impact statement read at any hearing to consider temporary leave status or a provisional release, and
- (17) On written request to the agency that has custody of the offender after sentencing, be informed by the agency any time the offender escapes or receives a mandatory supervision release.

Report suspicious activity to the police. Organize or participate in a Block Representative Program in your neighborhood. Neighbors who look out for each other and report suspicious activity to the police can reduce the criminal's ability to operate undetected. By becoming a block representative you may remain anonymous when providing information.

Engrave your valuables using your Maryland Driver's License Number. The inventory and property marking program can reduce the risk of theft and increases the chances of recovering stolen property. Easily identified items are difficult for a thief to sell. For more information about these and other programs call the Neighborhood Services Sergeant for your District.

METRO CRIME STOPPERS - Metro Crime Stoppers pays cash for tips on crime. Receive up to \$1,000 for information leading to the arrest and indictment of criminals. Call (410) 276-8888 anytime. You do not have to give your name.

REPORT COPIES

The Baltimore Police Department via the Central Records Section, Community Correspondence Unit will process your request, to obtain a copy of an Incident/Offense Report. Visit the Baltimore Police Official Web Site at www.baltimorepolice.org. Download the Report Request Form. Provide as much information as requested on the Report Request Form and mail your request to:

Attention Community Correspondence Unit
Baltimore Police Department
242 W. 29th Street
Baltimore, Maryland 21211

The written request must be accompanied by: 1) A self-addressed stamped envelope, (the BPD will respond to the request using the self-addressed stamped envelope provided), and, 2) A check or money order in the amount of \$10.00 payable to the Director of Finance, Baltimore City. **DO NOT SEND CASH. Administrative fee is non-refundable.** Further information can be obtained by contacting the Community Correspondence Unit at (410) 396-2222 between the hours of 7:00 a.m. and 3:00 p.m.

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LAUREN HOLMES, *et al.*,

*

Plaintiffs,

*

v.

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Civil No.: 1:19-cv-03392-RDB

**BALTIMORE POLICE
DEPARTMENT, *et al.*,**

*

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Defendants.

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ORDER FOR EXPUNGEMENT OF POLICE RECORDS

It is this _____ day of _____, 2021, upon request of
____[party]_____ and pursuant to the Settlement Agreement entered between the parties
in this case, hereby ORDERED:

The name “____[party]_____” shall be expunged from all Baltimore City Police
Department records dated November 15, 2017 through and including November 17, 2017, which
were created as a result of interactions between a BPD officer and ____[party]_____
within one quarter of a mile of 959 Bennett Place in the Harlem Park neighborhood of Baltimore,
Maryland.

District Judge

EXHIBIT C

On behalf of the City of Baltimore and the Baltimore Police Department, I would like to express our sincere regret and apology for the disruptive events that you and your family experienced as a result of the prolonged police perimeter in the Harlem Park neighborhood, from Wednesday, November 15, to Monday, November 20, 2017. The BPD acknowledges that this was a negative experience for you and other members of the Harlem Park community, and sincerely hopes that this apology will help facilitate the healing process between the BPD and Harlem Park residents.

Amid the investigation of the tragic death of Detective Sean Suiter, the BPD men and women tasked with maintaining the crime scene perimeter were not guided by adequate supervision to reinforce constitutional requirements for stops and searches. Executive decisions did not give appropriate weight to the impact of sustained law enforcement presence on the community in making decisions about where and how long to hold the crime scene. The result was a protracted police presence that was not aligned with any national best practice for investigations nor any true community policing model. Negative interactions between the BPD and members of the public like yourself are not necessary or useful to professional policing work, and in fact are detrimental to the community trust that is essential to effective crime reduction. I am deeply saddened and troubled that these events have shaken your faith and trust in the police who are sworn to serve and protect the City's residents, and that you feel a diminished sense of comfort and security, to which all Baltimore City residents are entitled.

I would like to personally assure you that we are working tirelessly to regain your trust through enhanced training of personnel, and improved policies, protocols, and practices. The Baltimore Police Department is committed to ensuring that the constitutional rights of all its residents are upheld and protected. To that end we have collaborated or, in the case of the Consent Decree process, will collaborate, with your attorneys, the ACLU-MD, the United States Department of Justice, and the Consent Decree Monitoring Team to revise the BPD's policies to reflect nationally recognized best practices. While we understand that may not fully regain your trust, we will remain steadfast toward realizing our larger goal and hope you see this as a significant step.

The City of Baltimore and the Baltimore Police Department are committed to maintaining the highest ethical standards and ensuring that all of its members, starting with the very top, are committed to protecting the health, safety, and civil rights of all people living in Baltimore. We look forward to building a harmonious relationship with you and the entire Harlem Park neighborhood.

Sincerely,

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LAUREN HOLMES, *et al.*,

*

Plaintiffs,

*

v.

*

Civil No.: 1:19-cv-03392-RDB

**BALTIMORE POLICE
DEPARTMENT, *et al.*,**

*

*

Defendants.

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JOINT MOTION FOR ENTRY OF AN AGREED ORDER OF DISMISSAL

Plaintiffs Lauren Holmes, Nicole Lee, Luella Lawson, and Juaqueta Bullock (“Plaintiffs”), and Defendants Baltimore City Police Department, Mayor and City Council of Baltimore, and Kevin Davis (“Defendants”), hereby jointly move this Court to enter the attached Agreed Order of Dismissal (the “Order”). In support of this Motion, the parties state the following:

1. On [date], Plaintiffs entered into identical Settlement Agreements with Defendants Baltimore City Police Department, the Mayor and City Council of Baltimore (the “Settlement Agreement”), and former Baltimore Police Commissioner Kevin Davis. The Settlement Agreements are attached hereto.

2. The Settlement Agreements have been approved by all of the necessary parties.

3. The Settlement Agreements explicitly contemplate the entry of the requested Order, and the conditions precedent to this request have been satisfied.

Accordingly, for all the foregoing reasons, Plaintiffs hereby respectfully request that this Court grant this Motion and enter the Agreed Order of Dismissal.

Dated: [DATE], 2021

Respectfully submitted,

/s/ Daniel W. Wolff

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Attorneys for Plaintiffs

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

LAUREN HOLMES, *et al.*,

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Civil No.: 1:19-cv-03392-RDB

**BALTIMORE POLICE
DEPARTMENT, *et al.*,**

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Defendants.

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AGREED ORDER OF DISMISSAL

This Order dismisses all claims made in the above-captioned case by Lauren Holmes, Nicole Lee, Luella Lawson, and Juaqueta Bullock ("Plaintiffs"), against Baltimore City Police Department, the Mayor and City Council of Baltimore, Kevin Davis, and John Does 1-10 ("Defendants").

The Plaintiffs and Defendants (collectively "the parties") agree that this case has been settled, and that all issues and controversies, except as provided by the Settlement Agreements, have been resolved to their mutual satisfaction. The parties request the Court to retain jurisdiction to enforce the terms of the Settlement Agreements under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994). Accordingly,

IT IS HEREBY ORDERED:

1. The parties entered into identical Settlement Agreements on [date], copies of which are attached to and made a part of this Order.
2. The parties shall comply with the terms of their Settlement Agreements entered into on [date]. The parties expressly waive their rights under Federal Rule of Civil Procedure 65(d) to

the extent Rule 65(d) requires this order to be specific in terms or to describe in reasonable detail and without reference to the settlement agreement, the act or acts to be restrained.

3. By consent of the parties, the Court shall retain jurisdiction for the purpose of enforcing the terms of the agreements, as set for the in the agreements.

4. Except as provided for in paragraphs 1-3 above, this case is dismissed, with prejudice.

SO ORDERED this ____ day of _____ 20__.

UNITED STATES DISTRICT JUDGE