

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

MURDER VICTIMS' FAMILIES	:	3:05CV0072(JBA)
FOR HUMAN RIGHTS, <i>et. al.</i>	:	
	:	
V.	:	
	:	
THERESA LANTZ, <i>et. al.</i>	:	JANUARY 20, 2005

**STIPULATED SETTLEMENT**

**WHEREAS**, the above-captioned action was brought by Murder Victims Families for Human Rights, Connecticut Network to Abolish the Death Penalty, Amnesty International USA, the National Coalition to Abolish the Death Penalty, the Reverend Walter Everett, Antoinette Bosco, and Art Laffin, as Plaintiffs, against Theresa Lantz, Commissioner of the Connecticut Department of Correction, Leonard Boyle, Commissioner of the Connecticut Department of Public Safety, and Colonel Edward Lynch, Deputy Commissioner of Public Safety, Division of State Police, and the Town of Enfield, Connecticut, as Defendants, alleging violations of their constitutional rights under the First Amendment to the U.S. Constitution, and Article First, Section 14 of the Connecticut Constitution, to publicly express their beliefs concerning the execution of Michael Ross on January 26, 2005;

**WHEREAS**, the Plaintiffs, represented by Attorney Annette M. Lamoreaux, Legal Director of the American Civil Liberties Union Foundation of Connecticut; Emanuel Margolis, Esq. of Wofsey, Rosen, Kweskin & Kuriansky of Stamford, Connecticut; and Martin Margulies, Esq. of the Quinnipiac Law School of Hamden, Connecticut, and the Defendants, represented by Assistant Attorneys General Steven Strom and Stephen R. Sarnoski, for the Connecticut Departments of Correction and Public Safety, and Christopher Bromson, Esq. for the Town of

Enfield, Connecticut, acting upon the advice of their respective attorneys, agree that settlement of all the issues raised by the above-captioned action, would best represent the public interest, and would reduce the costs, risks and burdens of further litigation to the parties; and

**WHEREAS**, said parties have attested, and by affixing their signatures hereto do thereby acknowledge, that they voluntarily consent to this Stipulated Settlement as their free act and deed, without undue influence, coercion or duress, and expressly agree to be bound hereby;

**NOW, THEREFORE**, without further proceedings or adjudications of any of the issues of fact or law raised by the disputed claim(s) herein, the parties stipulate and agree as follows:

1. Except as otherwise described below, the Plaintiffs shall be free to exercise their First Amendment rights in any manner they deem appropriate, consistent with existing federal and state law.

2. The Department of Correction, the Department of Public Safety, Division of State Police, and the Town of Enfield, acting in concert with each other, shall establish and maintain a staging area for the Plaintiffs' activities at the designated parking areas located at the Lego Soccer Field along Shaker Road in the Town of Enfield, Connecticut;

3. The Department of Correction and the Department of Public Safety, Division of State Police, acting in concert with each other, shall, beginning at 9:00 p.m. on the evening of January 25, 2005, and continuing until such time the plaintiffs have dispersed from the area, but not later than one hour after the formal pronouncement of the death of Michael Ross on the morning of January 26, 2005, establish a "restricted area" along the roadways and state properties surrounding correctional complexes in the Towns of Enfield and Somers, Connecticut;

4. The Department of Public Safety, in order to facilitate the activities of the Plaintiffs, shall restrict vehicular and pedestrian access in the “restricted area,” excepting only emergency and official vehicles or individuals, to the area bounded by the eastern shoulder of Route 220 along property owned by the State of Connecticut, by Shaker and Bilton Roads in the Towns of Enfield and Somers, Connecticut, from the intersection of Route 220 eastward along Shaker Road to a point along Bilton Road north of the entrance driveway to the Osborn Correctional Institution to a point approximately 100 yards northward to the intersection of the correctional service road, and west or south along the correctional service road to a point where that road intersects Route 220 in the Town of Enfield;

5. The parties agree that at 12:45 a.m. on the morning of January 26, 2005, and continuing until one hour after the formal pronouncement of the death of Michael Ross on the morning of January 26, 2005, the Department of Public Safety shall open said “restricted area” to pedestrian traffic, consistent with the limitations of this Stipulated Settlement, in order to facilitate access to the area for the purposes of expressive activity consistent with the First Amendment to the U.S. Constitution, and Article First, Section 4, 5 and 14 of the Connecticut Constitution;

6. The Defendants shall provide traffic and pedestrian crossing assistance as necessary in the “restricted area” and at the intersection of Route 220 and Shaker Road in the Town of Enfield, Connecticut. To the extent possible, and consistent with public safety needs, the Defendants, in their sole discretion, shall not position police or correctional personnel in tactical garb and equipment in the plain view of or in close proximity to the public. To the extent feasible, and consistent with public safety needs and available manpower, the Department of

Public Safety may, upon request, for exigent need only, provide reasonable transportation assistance to a limited number of severely handicapped individuals to the site of the planned vigil within the “restricted area.”

7. The Plaintiffs, their agents, employees, contractors, volunteers, and persons acting in concert with them in connection with a vigil to be held in the vicinity of and outside prison grounds of the Osborn Correctional Institution in Somers, Connecticut, in connection with the execution of Michael Ross, on the night of January 25, 2005 into the early morning of January 26, 2005, shall:

a. Refrain from in any way blocking or impeding the free flow of vehicular traffic along Shaker Road, Bilton Road, the entrance road from Bilton Road into the Osborn and Northern Correctional Institutions, or the entrance to any correctional facility, situated within the “restricted area” in the Towns of Enfield and Somers, Connecticut;

b. Refrain from entering into a stipulated buffer zone, to be clearly marked by the Defendants, fifty (50) feet from the southern border of the entrance driveway to the Osborn Correctional Institution where it meets Bilton Road, or into any area north of said entrance driveway in the “restricted area;”

c. Refrain from intentionally obstructing vehicles from traveling on the portion of Bilton Road, Shaker Road, or any other road within a two (2) mile radius of Osborn Correctional Institution;

d. Restrict their expressive activities to the area of Bilton Road south of the buffer zone adjacent to the entrance driveway to the Osborn Correctional Institution;

e. While in the “restricted area,” make a reasonable effort to walk or stand in a single file along the northern or western shoulder of Bilton Road, on the side of the road opposite to the Osborn Correctional Institution, or in a ten (10) foot area of the border of the fields immediately adjacent thereto;

f. Refrain from bringing any firearms, or dangerous weapons, metal or wooden rods or poles (excepting walking canes or other supports medically necessary for the individual in whose possession such objects are found) into the “restricted area;”

g. Refrain from using sound amplifying devices such as loudspeakers, portable bull-horns or any other noise making devices, excepting portable personal communications devices.

8. All parties agree that they shall make reasonable efforts to publicize the contents of this agreement and order to their clients, and to those acting in concert with their clients, so as to facilitate voluntary compliance herewith.

9. The parties agree that the Department of Public Safety retains the right to cancel or otherwise restrict the activities of the parties to this stipulation, as well as others, not bound hereby, for reasons of paramount public safety due to severe weather conditions or other public safety emergency. The Defendants agree, however, to notify the Court and each of the parties as soon as is reasonably possible following the making of such a determination, and shall abide by any further order of the Court concerning said restrictions.

10. The parties understand and agree that the aforesaid agreement is not intended to constitute, nor shall it be regarded as, an admission of liability on the part of the State of Connecticut, the Office of the Attorney General, the Departments of Correction and Public

Safety or its Division of State Police, the Town of Enfield, or any of their present or former officers, agents or employees, including the named Defendants. Rather, this stipulation between the parties constitutes a compromise settlement of the matters stated in this claim for the sole purpose of avoiding further litigation expense and inconvenience to both parties in pursuing or defending this matter as might otherwise be required.

11. The parties expressly acknowledge that this Stipulation of Settlement is intended to, and shall, constitute full and final settlement of all claims and/or rights of action which have arisen, or may in the future arise, out of the subject of this lawsuit. In furtherance thereof, the undersigned Plaintiffs do now and forever release the Defendants, their heirs, successors and assigns, the State of Connecticut, the Town of Enfield, their agencies, departments and commissions, and all of their present or former officers, agents and employees from any and all further liability in connection with the above-captioned lawsuit and appeal, if any, in accordance with the duly executed Release of Liability attached hereto as Exhibit A.

12. The Plaintiffs shall immediately, and with prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, move for an order of dismissal of this lawsuit, and shall execute the Release of Liability which is attached hereto as Exhibit A.

13. The parties agree that the terms and conditions of this Stipulation of Settlement shall be incorporated into the motion for order of dismissal referred to in paragraph 1 above, and that the United States District Court for the District of Connecticut retains jurisdiction over this matter for the purpose of ensuring that all of the terms and conditions of this agreement are carried out as set forth herein.

14. The parties further agree that the settlement terms and conditions described herein represent the entire agreement of the parties concerning the settlement of this lawsuit with respect to the defendants listed herein, and that the respective parties will each bear their own costs, fees, and expenses.

15. The parties further agree that the discussions leading to the execution of this settlement are confidential and will not be disclosed to third parties other than to the officers and boards of directors of the Plaintiff organizations and the ACLU of Connecticut unless necessary to defend or enforce any claim regarding any of them related to this Stipulated Settlement, or as otherwise required by law.

**FOR THE PLAINTIFFS:**

DATE: January 20, 2005

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**FOR THE DEFENDANTS:**

DATE: January 20, 2005

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