

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STACY WINSLOW, as next friend to A.K.,

Plaintiff,

v.

OFFICER L. TAYLOR,

Defendant.

No. 13-cv-0659-EGS

CONSENT MOTION FOR APPROVAL OF SETTLEMENT

Plaintiff respectfully requests that this Court approve the settlement reached between Plaintiff Stacy Winslow, as next friend to A.K., and Defendant Leo Taylor, attached hereto as Exhibit A. Plaintiff believes this settlement is fair and reasonable.

The complaint in this case alleged that Defendant Leo Taylor, a WMATA Metro Transit Police officer, used excessive force against 14-year-old A.K. The complaint alleged that during the course of questioning A.K. about a possible curfew violation, Defendant Taylor struck A.K. in the head. A.K. was then arrested and placed in handcuffs by Defendant Taylor. The complaint further alleges that while waiting for transport Defendant Taylor again struck A.K. in the head and intentionally struck her head against the side of a bus shelter. The complaint alleged that following this incident, A.K. was diagnosed with a concussion. Defendant Taylor admits that he utilized two open palm strikes, but alleges that the force used was in response to A.K.'s resistance, which included biting the officer. Defendant Taylor disputes that the force used was excessive and disputes the other allegations in the complaint. Any trial likely would have turned on credibility determinations by the finder of fact. There were no special damages.

The parties conducted full discovery in this case, and Plaintiff retained a police practices expert who produced an expert report. On June 30, 2014, and December 9, 2014, the parties participated in mediation sessions, led by court-appointed mediator Laurel Malson. During the sessions, the parties engaged in discussions about the facts and legal claims in the case, and conducted extensive negotiation.

The parties discussed monetary relief as well as non-monetary equitable relief aimed at evaluating the key concerns raised by Plaintiff — WMATA Transit Police Officer interactions with and uses of force against juveniles. The parties jointly selected an independent police practices expert to review Metro Transit Police Department policies and practices, and jointly agreed upon the expert's proposal governing the scope and substance of that review.

The parties ultimately agreed to settle all claims and defenses in this litigation on the following terms: (1) WMATA agrees to pay \$34,000 into a special needs trust at Shared Horizons, for the benefit of A.K.; (2) WMATA agrees to commission a review of Metro Transit Police Department policies and procedures regarding juveniles by an outside expert consultant, pursuant to the agreement by the parties;¹ and (3) WMATA agrees to pay \$9,000 to Plaintiff's counsel, to settle Plaintiff's claims for attorneys' fees and expenses under 28 U.S.C. § 1988. In coming to this agreement, Plaintiff took into account that a jury could come back in favor of the Defendant or award Plaintiff an amount less than \$34,000, and that the significant equitable relief obtained through settlement would not be available through trial.

¹ This document is filed separately under seal. Defendant objected to the filing of the full expert agreement and does not believe the document should be in the public record. However, Plaintiff believes it is necessary for the Court to review the entirety of the settlement in order to fully carry out the spirit of D.C. Code § 21-120. As a courtesy to Defendant, Plaintiff is filing the expert agreement under seal at this time. Plaintiff does not believe the expert agreement should remain sealed; an accompanying motion sets out this argument in more detail. Defendant may file an opposition.

Plaintiff is aware of D.C. Code § 21-120, which requires that the settlement of an action brought on behalf of a minor be approved by the court. Plaintiff's counsel have been unable to find any clear authority holding that this local statute is applicable here. The general rule, of course, is that local procedural requirements do not apply in federal court. *See, e.g., Brown v. United States*, 742 F.2d 1498 (D.C. Cir. 1984) (en banc) (holding that the D.C. Code § 12-309 notice-of-claim provision does not apply to federal claims). And in *Friends for all Children, Inc. v. Lockheed Aircraft Corp.*, this Court concluded that D.C. Code § 21-120 did *not* apply to the case before it. 567 F. Supp. 790, 817 n.15 (D.D.C. 1983).

Nevertheless, in that case Judge Oberdorfer agreed that the underlying policy of “concern for extra scrutiny by the Court where the property of minors is involved” should inform his action, *id.*, and reviewed and approved the settlement of that case. Plaintiff agrees and requests that the Court approve the settlement reached in this case. Defendant consents to this request.

Upon approval of this settlement and receipt of payment, Plaintiff will file a stipulation of dismissal.

A proposed order is attached.

Respectfully submitted,

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/s/ Jennifer Wedekind
Jennifer Wedekind (D.C. Bar No. 1012362)
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Counsel for Plaintiff

April 2, 2015

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

STACY WINSLOW, as next friend to A.K.,

Plaintiff,

v.

OFFICER L. TAYLOR,

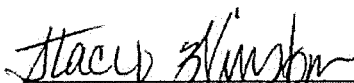
Defendant.

No. 13-cv-0659 (EGS)

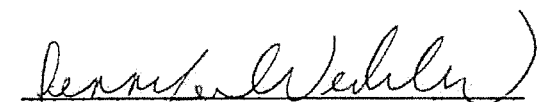
SETTLEMENT AGREEMENT


The parties engaged in mediation sessions on June 30, 2014 and December 9, 2014, led by a court-appointed mediator. After extended discussion and negotiation, the parties, with advice of counsel, agreed to settle all claims and defenses in the above-captioned matter on the following terms, upon approval by the Court:

1. WMATA agrees to pay \$34,000 into a trust at Shared Horizons, for the benefit of A.K.
2. WMATA agrees to commission a review of Metro Transit Police Department policies and procedures regarding juveniles by an outside expert consultant, pursuant to the agreement drafted by the parties.
3. WMATA agrees to pay \$9,000 to Plaintiff's counsel, to settle Plaintiff's claims for attorneys' fees and expenses under 28 U.S.C. § 1988.


Stacy Winslow, Plaintiff


Kathleen A. Carey as counsel for
Leo Taylor, Defendant


Jennifer Wedekind, counsel for Plaintiff


Kathleen A. Carey #357990
Kathleen Carey, counsel for Defendant

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[Proposed]
ORDER

Upon consideration of the Consent Motion for Approval of Settlement, the Court has reviewed the settlement agreement reached by the parties, which includes the following terms:

- (1) WMATA agrees to pay \$34,000 into a trust at Shared Horizons, for the benefit of A.K.;
- (2) WMATA agrees to commission a review of Metro Transit Police Department policies and practices regarding juveniles by an outside expert consultant, pursuant to the agreement by the parties; and
- (3) WMATA agrees to pay \$9,000 to Plaintiff's counsel, to settle Plaintiff's claims for attorneys' fees and expenses under 28 U.S.C. § 1988.

Finding this settlement to be reasonable, the motion for approval is hereby GRANTED.

Dated: _____, 2015

Emmet G. Sullivan
United States District Judge