

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is made and entered into by and between Rosetta Watson (“Plaintiff”) and City of Maplewood, Missouri (“Defendant”) (each a “Party” and, collectively the “Parties”).

WHEREAS, Plaintiff presented various claims against Defendant, alleging that she sustained damages and suffered a deprivation of her constitutional and statutory rights, which are more fully described in Plaintiff’s Complaint, filed in the United States District Court for the Eastern District of Missouri (the “Court”) at Case No. 4:17CV1268(JCH) on April 4, 2017 and amended on November 17, 2017 (the “Lawsuit”), in which Lawsuit Plaintiff is represented by the American Civil Liberties Union Foundation, American Civil Liberties Union of Missouri Foundation, Inc. and Bryan Cave Leighton Paisner LLP (“Plaintiff’s Attorneys”); and

WHEREAS, Defendant has and continues to deny the allegations and claims in the Lawsuit; and

WHEREAS, Plaintiff and Defendant desire to settle the matters raised in the Lawsuit in accordance with the terms and conditions set forth below,

NOW, THEREFORE, in consideration for the mutual promises, covenants and conditions contained herein, the sufficiency and adequacy of which are hereby acknowledged by the Parties, Plaintiff and Defendant hereby agree as follows:

1. Settlement Payment

As a complete and full settlement, release, compromise and discharge by Plaintiff and Plaintiff’s Attorneys of Defendant and all individual defendants named in the Lawsuit of all claims asserted or that could have been asserted by Plaintiff or Plaintiff’s Attorneys in, arising out of or related to, the Lawsuit, Defendant shall no later than five (5) calendar days after the later of

(a) approval of this Agreement by the City Council of Defendant (“City Council”) and adoption of an ordinance to amend §§34-240 and 34-242 of the Maplewood Municipal Code to incorporate the changes in such sections shown on Exhibit A attached hereto and incorporated herein by this reference as provided in Paragraph 2 of this Agreement, and

(b) the filing by Plaintiff in the Lawsuit of a Stipulation of Dismissal With Prejudice in the manner and form set forth in Paragraph 14 infra,

pay the sum of One Hundred and Thirty-Seven Thousand Dollars (\$137,000.00) (“Settlement Sum”) in the form of a check payable to the American Civil Liberties Union of Missouri Foundation, Inc. Plaintiff shall not seek and hereby waives, releases, compromises, settles and discharges any claims against Defendant or any other party for any damages, fees, attorney fees, costs or any other sum related to or arising out of the Lawsuit. By their execution of this Agreement, Plaintiff’s Attorneys hereby waive and release Defendant and all individual defendants named in the Lawsuit and all other parties from any claim for attorney fees or costs in connection with, related to or arising out of the Lawsuit. Defendant shall pay all costs associated with the July 12, 2018 mediation conducted by Richard P. Sher at Sher Corwin Winters LLC.

2. Amendment of §34-240 and 34-242 of the Maplewood Municipal Code

Defendant agrees, subject to the City Council following the appropriate procedures required to do so, including the adoption of an ordinance to such effect, by September 27, 2018 to amend §§34-240 and 34-242 of the Maplewood Municipal Code to incorporate the changes in such sections shown on Exhibit A attached hereto and incorporated herein by this reference.

3. Subject to City Council Consideration and Approval

The obligations of Defendant under this Agreement are subject to the approval of this Agreement by the City Council, and Defendant agrees to submit this Agreement to the City Council for its consideration and approval at the first City Council meeting following the full execution of this Agreement.

4. Notice and Finding Requirements of New §34-240(18)

Defendant agrees that notices of nuisance hearings under Section 34-242 will contain the language of the new §34-240(18) as stated in Exhibit A. Defendant agrees that any decision or related order rendered in a nuisance proceeding under Section 34-242 which imposes an enforcement or abatement action with respect to an individual shall make a finding whether that individual is a victim and may be the subject of such enforcement or abatement action under Section 34-240(18).

5. Training

Defendant agrees that the Director of Public Works, Assistant Director of Public Works, and Environmental Officer of the Maplewood Police Department, along with any other officials who may be designated to act as a hearing officer in connection with nuisance hearings held pursuant to Section 34-242 of the Maplewood Code of Ordinances, will participate in three (3) hours of training related to identifying aggressors and victims, self-defense, and methods to provide aid, security, and support to victims. The Crime Victim Advocacy Center of St. Louis ("CVAC") would be an acceptable organization to conduct this training, but Defendant may utilize similar organizations with expertise in domestic violence if they so choose.

6. Future Actions by City of Maplewood

Defendant agrees that for a period of five (5) years from the effective date of this Agreement it will not adopt an ordinance that in form or substance reverts to the provisions of Sections 34-240 and 34-242 of the Maplewood Code as they existed on the day the Lawsuit was filed.

Defendant agrees that for a period of five (5) years from the effective date of this Agreement it will not adopt an ordinance repealing the amendments to the Maplewood Code provided for in Paragraph 2 of this Agreement without endeavoring in good faith to send notice to the Executive Director of the American Civil Liberties Union of Missouri, at 906 Olive St., Suite 1130, St. Louis, Missouri 63101 prior to the adoption of any such ordinance. Defendant agrees within such five (5) year period to provide to the American Civil Liberties Union of Missouri at no cost up to five hundred (500) pages per year of documents provided by Defendant in response

to open records requests made by the American Civil Liberties Union of Missouri pursuant to Chapter 610 R.S.Mo. related to Defendant's enforcement of the nuisance ordinance after the date of this Agreement.

7. No Admission of Liability

It is understood and expressly agreed that neither the payment of the Settlement Sum, nor the amendment of Maplewood Municipal Code §§34-240 and 34-242, nor any other action agreed to or taken by the City of Maplewood pursuant to this Agreement shall be construed as an admission of any liability or wrongdoing whatsoever on the part of the City or any of its representatives, who have always, repeatedly, and now expressly deny any liability or wrongdoing. The Parties acknowledge and agree that the payment is made in compromise and settlement of the Lawsuit.

8. Mutual Release

Plaintiff represents and warrants that she is not enrolled in Medicare and that Medicare has not made any Conditional Payments for medical services or products received by her (pursuant to U.S.C. Sec. 1395y(b) and the corresponding regulations) and related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement. Further, Plaintiff represents and warrants that if any Conditional Payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse Medicare for such Conditional Payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. Sec. 411.24(g) and (h). Similarly, the Plaintiff represents and warrants that if any Conditional Payment(s) related to the accident(s), injury(ies), or illness(es) giving rise to this settlement or arising out of the allegations in the Lawsuit are or have been made by CMS, then within sixty (60) days of the execution of this Agreement, Plaintiff shall reimburse CMS for such Conditional Payment(s). The parties agree that all representations and warranties made herein shall survive settlement.

While it is impossible to accurately predict the need for medical treatment, this settlement is based upon a good faith determination of the parties in order to resolve a disputed claim. The parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. Sec. 1395y(b). The parties acknowledge and understand that any present or future action or decision by CMS or Medicare on this settlement, or claimant's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

Plaintiff further warrants and covenants that Plaintiff has paid and satisfied, or to the extent there are any liens or reimbursement rights that plaintiff is unaware of, she will pay and satisfy, any lien or reimbursement right of any kind or nature asserted against the Settlement Sum by any person, entity, governmental body, hospital, ambulance service, or other medical provider, Medicare, Medicaid, insurance company, attorney, or any other person, entity, or governmental body and to indemnify and hold harmless the Defendant, the individual defendants named in the Lawsuit and all other released parties from any costs, expenses, attorney fees, claims, actions,

judgments, or settlements resulting from the assertion or enforcement of such lien or reimbursement right by any person or entity having such lien or reimbursement right. Upon reasonable request, Plaintiff will provide proof of satisfaction of any liens or reimbursement rights.

The Parties recognize that each of them respectively may have claims against one another arising out the events or circumstances alleged in the Lawsuit but which they do not know of or suspect to exist and which, if known, might materially affect the decision to enter into this Agreement. However, in order to extinguish all potential disputes between them, Plaintiff and Maplewood expressly and knowingly waive and relinquish any and all right and benefit which either or both of them may have under, or which may be conferred on either or both of them by any state, federal or other country's law, common law principle or other law or right which would affect the validity of, or act as a bar to, the release of any and claims or causes of action, notwithstanding the discovery or existence of any additional or different claims or facts arising out the events or circumstances alleged in the Lawsuit.

In recognition of the foregoing, Plaintiff hereby releases and forever discharges Defendant, its departments, heirs, successors, present and former employees, officers, members, councilmembers, attorneys, agents, insurers, successors and assigns from and on account of any and all claims, actions, causes of action, claims for relief, liability, liabilities, demands, injuries, losses, and damages of whatever name or nature, whether known or unknown, which may now exist or which may grow out of any act, omission, event or circumstances alleged in the Lawsuit.

In recognition of the foregoing, Defendant hereby releases and forever discharges Plaintiff, her heirs, successors, representatives, agents, attorneys, and assigns from and on account of any and all claims, actions, causes of action, claims for relief, liability, liabilities, demands, injuries, losses, and damages of whatever name or nature, whether known or unknown, which may now exist or which may grow out of any act, omission, event or circumstances alleged in the Lawsuit. Likewise, no issues relating to the Lawsuit or this Agreement will be an impediment or detriment to Plaintiff if she chooses to reside in the City of Maplewood at a later date.

The Parties shall have the right to bring a claim to enforce this Agreement upon determining it has been breached.

9. Authorization

Subject to approval of this Agreement by the City Council, all persons executing this Agreement hereby represent and warrant that they have full right, power and authority to sign this settlement agreement. Ms. Watson and the representative for the City of Maplewood further represent and warrant that they have the capacity to enter into this Agreement.

10. Advice of Counsel

This Agreement has resulted from negotiation by the parties represented by counsel, and in the event of ambiguity or otherwise, it shall not be construed against or in favor of any party on the grounds that counsel for such party was the draftsman of this Agreement or any particular part of it. Each party represents and warrants that the terms of this Agreement have been completely read by them and that the terms set forth herein are fully understood and voluntarily accepted by them. All parties further represent that they have relied upon the legal advice of their respective

attorneys, who are the attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by one or more of their attorneys and that they fully understand and voluntarily accept this Agreement.

11. Entire Agreement

This Agreement embodies the entire agreement between the parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. There are no other understandings or agreements, oral or otherwise in relation thereto, between the Plaintiff and the Defendant.

12. Modification

This Agreement may not be modified except by a writing executed by the Parties.

13. Governing Law and Jurisdiction

The terms of this Agreement shall be governed by the laws of the State of Missouri.

14. Dismissal of Lawsuit With Prejudice

Plaintiff shall dismiss the Lawsuit with prejudice as follows: upon execution of this Agreement and approval of this Agreement by the City Council of Defendant and adoption by the City Council of the ordinance to amend §§34-240 and 34-242 of the Maplewood Municipal Code to incorporate the changes in such sections shown on Exhibit A attached hereto and incorporated herein by this reference, Plaintiff shall dismiss the Lawsuit with prejudice and counsel for Plaintiff shall submit a stipulation to the Court pursuant to Federal Rule of Civil Procedure 41(a) and in the form attached hereto as Exhibit B dismissing the Lawsuit with prejudice.

15. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures in PDF format transmitted by email shall be deemed originals.

16. Headings

The headings to various clauses of this Agreement have been inserted for convenience only and shall not be used to interpret or construe the meaning of the terms and provisions hereof.

17. Survival

All representations, warranties, covenants and agreements made herein shall be continuing, shall be considered to have been relied upon by the parties and shall survive the execution, delivery and performance of this Agreement.

18. Successors and Assigns

The rights and obligations set forth in this Agreement shall be binding on the parties and their successors and assigns.

19. Severability

If any provision of this Agreement or the application thereof is adjudicated to be void, invalid or unenforceable, such action shall not make the entire Agreement void, but rather only such provision. All remaining provisions shall remain in in full force and effect.

IN WITNESS WHEREAS, the parties hereto have executed this Agreement.

CAUTION: READ BEFORE SIGNING, THIS IS A RELEASE.

Rosetta Watson
Rosetta Watson, Plaintiff

08/17/2018
Date

STATE OF MISSOURI)
) ss.
City of St. Louis)

The foregoing instrument was acknowledged before me this 17 day of Aug 2018 2018 by Rosetta Watson.

[Signature]
Notary Public

My Commission Expires:

ROY LEE TAYLOR
Notary Public - Notary Seal
State of Missouri
City of Madison in Madison County
My Commission Expires: April 10, 2019
Commission Number: 15460857

By: _____

8/17/2018
Date

Its: _____

18. Successors and Assigns

The rights and obligations set forth in this Agreement shall be binding on the parties and their successors and assigns.

19. Severability

If any provision of this Agreement or the application thereof is adjudicated to be void, invalid or unenforceable, such action shall not make the entire Agreement void, but rather only such provision. All remaining provisions shall remain in full force and effect.

IN WITNESS WHEREAS, the parties hereto have executed this Agreement.

CAUTION: READ BEFORE SIGNING, THIS IS A RELEASE.

Rosetta Watson, Plaintiff

Date

STATE OF MISSOURI)
) ss.
_____ of St. Louis)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Rosetta Watson.

Notary Public

My Commission Expires:

City of Maplewood, Missouri

By: Martin J. Corcoran
Martin J. Corcoran

8/17/2018
Date

Its: City Manager

STATE OF MISSOURI

County of St. Louis

_____ (his/her) was acknowledged before me this _____ day of _____, 2018, by _____ as the _____ for the City of Maplewood, Missouri.

Notary Public

My Commission Expires _____

AMERICAN CIVIL LIBERTIES UNION FOUNDATION, INC.

By: _____

AMERICAN CIVIL LIBERTIES UNION OF MISSOURI FOUNDATION, INC.

By: _____

BRYAN CAVE LEIGHTON RAISNER LLP

By: _____

LEWIS RICE LLC

By: _____

HUSCH BLACKWELL LLP

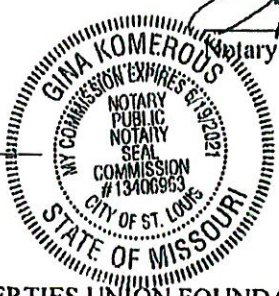
By: _____

STATE OF MISSOURI)
) ss.
County of St. Louis)

The foregoing instrument was acknowledged before me this 17 day of Aug, 2018, by Gina Komerous, as the Notary for the City of Maplewood, Missouri.

Gina Komerous
Notary Public

My Commission Expires: 6-19-21



AMERICAN CIVIL LIBERTIES UNION FOUNDATION, INC.

By: _____

AMERICAN CIVIL LIBERTIES UNION OF MISSOURI FOUNDATION, INC.

By: _____

BRYAN CAVE LEIGHTON PAISNER LLP

By: _____

LEWIS RICE LLC

By: Cecilia B. Butler

HUSCH BLACKWELL LLP

By: [Signature]

EXHIBIT A

Sec. 34-240. - Declaration of acts or conditions.

In addition to any other act declared to be a nuisance by this Code or other ordinances of the city, nuisances are hereby defined and declared to be as follows:

- (1) Any ~~act done or committed~~, condition of property permitted or allowed to ~~be done or committed, by any person exist~~, or any substance or thing kept, maintained, placed or found in or upon any public or private place, which is injurious or dangerous to public health;
- (2) ~~Any pursuit followed or act done by any person to the hurt, injury, annoyance, inconvenience or damage of the public; Intentionally deleted;~~
- (3) The existence of graffiti, as defined in section 34-263, which graffiti is visible to any person utilizing any public or private right-of-way;
- (4) Any building or other structure of whatever type kept or maintained, or which is permitted by any person owning or having control of such structure to be kept or maintained, in a condition unsafe, dangerous, unhealthy, injurious or annoying to the public;
- (5) Any building where hazardous materials are stored or materials used for explosives are stored which is not maintained in compliance with federal law, state statute, county ordinance or this Code;
- (6) Any factory or business place permitted by the person owning or having charge of the same to operate or be in such condition as to become offensive, annoying or injurious to the public;
- (7) Any animal pen or cage permitted by the person owning or controlling the same to be in such condition as to be offensive, annoying or injurious to the public or harmful to the animal confined;
- (8) Any swimming pool, open containers of water, or pool of water kept, maintained or allowed to remain stagnant, or which enables the breeding of mosquitoes, and any foul or dirty water or liquid discharged through any pipe, or thrown into or upon any public right-of-way or private property to the injury or annoyance of the public;
- (9) Any toilet, private sewer, vault or basement kept in such a condition as to emit an offensive odor; and any urine, liquid waste, or substance emitting an offensive, noxious, unhealthy or disagreeable odor in any public place;
- (10) Any condition which is conducive to the feeding or harborage of rats;
- (11) Any garbage, refuse, debris or other materials stored or allowed to remain on any premises as prohibited in section 12-117, pertaining to the adoption of the property maintenance code;
- (12) Any carcass of a dead animal which the owner or keeper thereof permits to remain within the limits of this city exceeding 12 hours;
- (13) Any animal or vegetable matter upon any premises liable to become putrid, offensive, or unhealthy, except manure deposits which are promptly incorporated into cultivated soil;

- (14) Any compost pile or any compost materials or pile not maintained in compliance with [section 40-29](#), pertaining to composting;
- (15) Any obstruction caused or permitted on any street or sidewalk to the danger or annoyance of the public, and any rock, dirt, garbage, refuse or debris thrown or placed by any person on any street, alley, sidewalk or other public place or on any premises or in any stream of water within the city which in any way may cause or is liable to cause injury or annoyance to the public;
- (16) Any sidewalk, gutter or curb permitted to remain in an unsafe condition or out of repair by any person required to keep the sidewalk, gutter or curb in good condition or repair;
- (17) Any premises upon which any of the following acts or conditions have occurred or continue to occur, whether by the owner, occupants or persons frequenting or congregating about the property:
- a. Commission of acts which are prohibited by federal law or state statute committed within the premises, or on the property thereof, or within the immediate vicinity of the property, and which have resulted in arrests that are classified as felonies occurring two or more times within a period of 90 days which acts affect the safety, convenience and tranquility of persons residing, making use or conducting business within the adjacent area;
 - b. Manufacture, distribution, sale or use of illegal drugs prohibited by federal law, state statute or city ordinance within the premises, or on the property, or within the immediate vicinity of the premises;
 - c. More than two instances within a ~~180~~90-day period of commission of acts which are prohibited by [criminal](#) state statute or city ordinance committed within the premises, or on the property thereof, or within the immediate vicinity of the property and which have resulted in arrests which acts affect the safety, convenience and tranquility of persons residing, making use or conducting business within the adjacent area;
 - d. More than two instances within a 180-day period of consumption of alcoholic beverages on the public right-of-way adjacent to the premises or on the parking lot of the premises as prohibited in [section 34-169](#), pertaining to drinking in public;
 - e. More than two instances within a 180-day period of incidents of:
 1. Indecent conduct as prohibited by [section 34-66](#); or
 2. Public urination;
 - f. More than two instances within a 180-day period of incidents of peace disturbance or ~~domestic violence resulting in calls to~~ [calls to the police](#) ~~assault~~;
 - g. More than two instances within a 180-day period of peace disturbance of the public or behavior which intimidates the public committed by unsupervised juveniles ~~resulting in calls to the police~~;

- h. More than two instances within a 180-day period of incidents of harassing or intimidating behavior, such as by blocking the path of persons passing by, making rude comments, or comments intended to frighten nearby inhabitants or persons passing by the property;
- i. More than two instances within a 180-day period of failure by the property owner to remove any litter as required in article X of this chapter, pertaining to littering;
- j. More than two instances within a 180-day period of incidents of loud noise emitted from electronic equipment of any type including radios and televisions on the premises or any parked vehicles belonging to the owner, occupants or persons frequenting the premises plainly audible at a distance of 50 feet outdoors, or which disturbs the peace of persons residing within the same building or an adjacent building;
- k. ~~Any violation of this Code, which if continued is liable to endanger, annoy or injure the public;~~ Intentionally deleted;
- l. Each act or thing done or made, or any condition or use of property, permitted, allowed or continued to exist, on any property, public or private, by any persons or corporation, their agents or employees, ~~to the damage or injury of any of the inhabitants of this city, and not specified above~~ which is injurious or dangerous to any person or to the public health and safety.

(18) No enforcement action or abatement will be ordered against an individual who was a victim in whole or in part of the incidents that formed the basis of the nuisance enforcement action. No occupancy permit revocation or other abatement measure against an individual will be predicated upon the fact that such individual called for police or emergency services. The notice of a nuisance hearing given under Section 34.242 shall include notice of the provisions of this Section 34-240(18). Any decision or related order in a nuisance proceeding imposing enforcement or abatement action with respect to an individual shall make a finding whether that individual is a victim and may be the subject of such enforcement or abatement action under Section 34-240(18).

(Code 1972, § 302.01(A), (B); Code 1982, § 21-1; Ord. No. 4684, § 2, 3-28-1995; Ord. No. 5373, § 1, 10-24-2006)

Sec. 34-242. - Abatement procedures.

Nuisances shall be abated as follows:

- (1) In cases in which an immediate threat to the public health, welfare or safety is apparent, the city manager may abate or cause the abatement of the nuisance, without notice, by any suitable means. The costs of the abatement shall be certified by the city manager to the city council that may, by ordinance, levy the cost of the abatement as a special tax against the property on which the nuisance was located. Such tax shall be collected as other city taxes are collected and shall be a first lien on the property against which it is assessed until it is paid.
- (2) In all other cases, the city manager or his designee shall hold a hearing determine whether a nuisance exists and whether and how it should be abated.
 - a. At least five days' notice shall be given of such hearing to the owner and occupant of the premises upon which the alleged nuisance exists, or to such person's agent, and to the person causing or maintaining the alleged nuisance if other than the owner or occupant and if such person can be found. Such notices shall be given in writing and delivered in person to the party's residence or place of business.
 - b. All interested parties may appear at the hearing and testify and present evidence concerning the alleged nuisance.
 - c. In determining whether the activity or conditions constitute a nuisance, the city manager or his designee shall consider the following factors:
 1. The magnitude of the harm caused by the alleged detrimental activity or conditions;
 2. The length of time that the alleged detrimental activity or conditions have existed;
 3. The effect of the activity or conditions at the property on the value of adjacent properties and those in the surrounding area;
 4. ~~The number of times that public safety officers have been dispatched to the property; and~~
Intentionally deleted; and
 5. The extent of efforts by the owner or person having charge of the property to remedy the alleged detrimental activity or conditions.
 - d. If, after the hearing, it is found that a nuisance exists and that it must be abated, the city manager or his designee may order the owner or occupant of the premises on which the nuisance exists or the person other than the owner or occupant who caused or maintains the nuisance, to abate the nuisance within a prescribed period of time, or abate it by other means.
 - e. The city manager or his designee shall effect the abatement of the nuisance by any measures necessary to cause its cessation and the prevention of its recurrence, including the ordering of revocation of occupancy permits for the persons residing at the dwelling or place of business where the nuisance has occurred and the denial of occupancy permits within the

city to those persons for a period not to exceed six months, or the closure of the premise where the nuisance has occurred for a period not to exceed six months.

- f. The city manager or his designee shall levy a tax for the costs of the abatement incurred by the city under the provisions of subsection (1) of this section.
 - g. Any person adversely affected by the abatement order shall have a right of judicial review as provided by RSMo 536.100.
 - h. If the revocation of occupancy permits or the closure of the property is ordered, the city manager shall direct the chief of police to set a time period within which the property shall be vacated. The owner of the property, person in charge of the property and the occupant shall be notified to vacate the premises within the time period ordered by the chief of police. It shall become the duty upon such notice of both the owner and the occupant of such premises to comply by vacating the premises within the time period ordered by the chief of police. It shall be considered a violation of this Code if such premises are not vacated within the time period ordered by the chief of police. The chief of police is authorized to remove persons from the premises that have not been vacated within the time period ordered. The chief of police shall have the premises secured to prevent unlawful entry.
 - i. Failure to comply with the lawful order of the city manager or his designee under the provision of this section shall be sufficient to subject a person to the penalties prescribed for violations of a provision of this Code.
- (3) No person shall deny entry to any person authorized to abate a nuisance to the property on which the nuisance to be abated exists, nor shall any person interfere with or hinder in any way the efforts of such authorized person or persons to abate the nuisance.
 - (4) In any case, the city manager may authorize the city attorney to file suit against the owner or occupant of the property on which the nuisance exists, or the person other than the owner or occupant who caused or maintains the nuisance, to abate that nuisance.
 - (5) In case of the abatement of a nuisance on the property of more than one person, all special taxes assessed under the provisions of this chapter shall be assessed in proportion to the amount of work and expense for the abatement of the nuisance for each separate parcel.

(Code 1972, § 302.01(D); Code 1982, § 21-3; Ord. No. 5373, § II, 10-24-2006)

Exhibit B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI**

ROSETTA WATSON,

Plaintiff,

vs.

CITY OF MAPLEWOOD, MISSOURI,
et al.

Defendants.

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Case No. 4:17-cv-1268-JCH

STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff Rosetta Watson and Defendant City of Maplewood, Missouri, by and through their respective counsel, and pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), hereby stipulate to the dismissal with prejudice of all claims in the above-captioned action.

Exhibit B

Respectfully submitted,

BRYAN CAVE LEIGHTON
PAISNER LLP

By: /s/ Kenneth J. Mallin
Kenneth J. Mallin (Mo. Bar. No. 33307)
Sean Cochran (Mo. Bar No. 70001)
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kjmallin@bclplaw.com
sean.cochran@bclplaw.com

ACLU OF MISSOURI FOUNDATION

Anthony E. Rothert (Mo. Bar No. 44827)
Jessie Steffan (Mo. Bar No. 64841)
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arothert@aclu-mo.org
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ACLU WOMEN'S RIGHTS PROJECT

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spark@aclu.org
llapidus@aclu.org

Counsel for Plaintiff Rosetta Watson

LEWIS RICE LLC

By: /s/ Craig S. Biesterfeld
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HUSCH BLACKWELL LLP

Michael J. Tolles (Mo. Bar No. 61606)
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St. Louis, Missouri 63105
(314) 480-1500 telephone
(314) 480-1505 facsimile
mike.tolles@huschblackwell.com

*Attorneys for Defendant City of Maplewood,
Missouri*

Exhibit B

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served via the Court's electronic notification system upon all counsel of record this ___th day of July, 2018.

Counsel for Plaintiff Rosetta Watson