

## **JOINT SETTLEMENT AGREEMENT**

Plaintiffs FREEDOM FROM RELIGION FOUNDATION and JEROME H. BLOOM (collectively "Plaintiffs"), and Defendants THE CITY OF SHELTON, CONNECTICUT, MARK A. LAURETTI, in his official capacity, and RONALD HERRICK, in his official capacity ("Defendants"), enter into this Joint Settlement Agreement in order to resolve the matters and constitutional claims set forth in the lawsuit styled Freedom From Religion Foundation v. City of Shelton, 3:16-cv-477 before the U.S. District Court of Connecticut.

The Parties agree as follows:

1. The City of Shelton designates Huntington Green as a public forum for private unattended displays. If the City changes this designation within 3 years of the execution of this agreement, the City will promptly send written notice to the Plaintiffs.
2. The City of Shelton will not allow private unattended displays in Constitution Park. If the City changes this designation within 3 years of the execution of this agreement, the City will send written notice to the Plaintiffs at least 30 days prior to the erection of any private unattended display.
3. If the City of Shelton designates any City park as a public forum for private unattended displays, the City will state this designation unambiguously, publicly, and in writing.
4. If the City of Shelton allows private parties to erect unattended displays in any city park, including Constitution Park and Huntington Green, it will allow Plaintiffs to erect a display in that park, without regard to the content or viewpoint of Plaintiffs' display, so long as Plaintiffs' display complies with any neutral, written city policies regarding such displays.
5. This Agreement is entered into solely to resolve the constitutional claims brought forth in this lawsuit.
6. The parties shall execute a Joint Stipulation to dismiss the above referenced case promptly after Defendant The City of Shelton pays Plaintiff Freedom From Religion Foundation costs in the amount of \$936.50.

**FREEDOM FROM RELIGION FOUNDATION**

By: Anne Louise Haylor

Date: 1-31-17

By: Jerome Bloom  
Jerome Bloom

Date: 2/2/17

**CITY OF SHELTON**

By: Mal A. Hunt

Date: 1/27/2017