

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

Ruth Harlin, Personal Representative
of the Estate of Eddie Joe Lloyd, De-
ceased, and Tia Terese Glenn,

Plaintiffs,

v.

City of Detroit, a Municipal Corporation,
County of Wayne, a Sub Unit of Govern-
ment, Officer Thomas DeGalan, Officer
Sylvia Milliner, Officer William Rice,
Sergeant Kenneth Day, Supervisor John
Does, Detroit Psychiatric Institute, Dr. Kyung
Seok Han, Barbara Bacon, MSW, Deputy
Chief Richard Dungy, Gilbert R. Hill, Former
Officer in Charge of Homicide, Lieutenant
Robert L. Deane,

Defendants.

David A. Robinson (P-38754)
Attorney for Plaintiffs

Barry C. Scheck
Nick J. Brustin
Jennifer Laurin
Cochran Neufeld & Scheck, LLP
Co-Counsel for Plaintiff

Case No. 04 70922

U.S. District Judge: Hon. Gerald E. Rosen

U.S. Magistrate Judge: Hon. Steven D. Pepe

FILED
JUN 22 2006
CLERK'S OFFICE
U.S. DISTRICT COURT
EASTERN MICHIGAN

John P. Quinn (P-23820)
Attorney for Defendants DeGalan, Milliner
Rice, Day, Dungy, Deane, Hill and City

Margaret A. Nelson (P-30392)
Attorney for DPI, Han and Bacon

Michael J. Reynolds (P-30592)
Attorney for Defendant County

CONSENT TO ENTRY OF JUDGMENT AND CONSENT JUDGMENT

CONSENT TO ENTRY OF JUDGMENT

Upon entry a judgment pursuant to this consent, the Estate of Eddie Joe Lloyd, Deceased, and the City of Detroit will enter into the agreement that is attached as Exhibit A. The plaintiffs and the defendants City, DeGalan, Milliner, Rice, Day, Dungy, Deane and Hill consent to entry of the following judgment.

s with consent/ David A. Robinson
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s/John P. Quinn
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Milliner, Rice, Day, Dungy, Deane, Hill
and City
1650 First National Building
Detroit, MI 48226
(313) 237-3082

Dated: _____

CONSENT JUDGMENT

At a session of said Court held
in Detroit on JUN 22 2006

Present: Hon. Gerald E. Rosen
United States District Judge

The Court has considered the above consent of the parties and has conducted a hearing at which testimony was taken. On the basis of that testimony and of the statements of counsel made on the record, the Court finds that: (1) this is a case of

disputed liability, and no defendant has admitted liability; (2) the settlement of this lawsuit, including the claim of the Estate of Eddie Joe Lloyd, Deceased, embodied in this Consent Judgment is a fair and reasonable settlement; and (3) the plaintiffs have intelligently and voluntarily consented to entry of this judgment after adequate consultation with counsel.

IT IS ORDERED that judgment of no cause of action is entered in favor of the defendants Thomas DeGalan, Sylvia Milliner, William Rice, Kenneth Day, Richard Dungy, Gilbert R. Hill and Robert L. Deane and against the plaintiffs on all the plaintiffs' claims against those defendants.

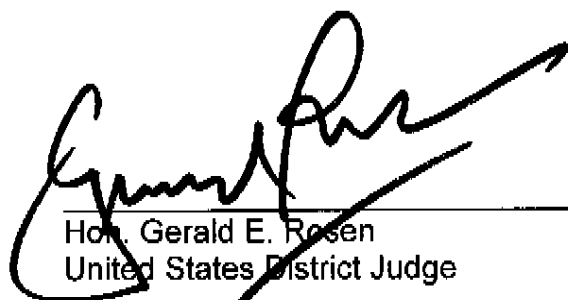
IT IS FURTHER ORDERED that the defendants Thomas DeGalan, Sylvia Milliner, William Rice, Kenneth Day, Richard Dungy, Gilbert R. Hill and Robert L. Deane shall take no costs on this judgment.

IT IS FURTHER ORDERED that the claims of the plaintiff Tia Terese Glenn against the defendants City of Detroit, Thomas DeGalan, Sylvia Milliner, William Rice, Kenneth Day, Richard Dungy, Gilbert R. Hill and Robert L. Deane are dismissed with prejudice and without costs, provided that this dismissal does not foreclose any claim Tia Terese Glenn may have as a class member under Mich.C.L. § 600.2922 to part of the proceeds of the judgment in favor of Ruth Harlin, Personal Representative of the Estate of Eddie Joe Lloyd, Deceased.

IT IS FURTHER ORDERED that judgment is entered in favor of the plaintiff Ruth Harlin, Personal Representative of the Estate of Eddie Joe Lloyd, Deceased and against the defendant City of Detroit in the amount of \$3,250,000.00, inclusive of all damages, fees, costs and pre- and post-judgment interest.

IT IS FURTHER ORDERED that this judgment merges every claim, arising out of the subject matter of this action and not requiring for its adjudication the presence of third parties over whom the Court cannot acquire jurisdiction, that either plaintiff or anyone represented by or claiming under either plaintiff might now or later have against the City of Detroit, Thomas DeGalan, Sylvia Milliner, William Rice, Kenneth Day, Richard Dungy, Gilbert R. Hill or Robert L. Deane or against any employee or officer of the defendant City of Detroit, and that every action on any such claims is barred by this judgment.

JUN 22 2006



Hon. Gerald E. Rosen
United States District Judge

EXHIBIT A

AGREEMENT CONCERNING ELECTRONIC RECORDING OF CUSTODIAL INTERROGATIONS BY THE DETROIT POLICE DEPARTMENT

A. Statement of Purpose

1. The parties to this agreement acknowledge the following:
 - a. electronic video and audio recording of custodial interrogations has been found by law enforcement agencies to protect officers and agencies against claims of abuse and coercion by suspects by eliminating disputes as to what occurred during recorded custodial interrogations;
 - b. electronic video and audio recording of custodial interrogations protects suspects against the danger that a rogue police officer might engage in improper coercive conduct or falsely report what a suspect says or the source of the information.
 - c. electronic video and audio recording of custodial interrogations also permits law enforcement officials, prosecutors, and the courts to review custodial interrogations for demeanor, tone, manner, and content of statements, and thereby effectively investigate and prosecute the guilty, and protect the innocent; and

- d. electronic video and audio recording of custodial interrogations fosters public confidence in police practices because recordings demonstrate that law enforcement officials conducting custodial interrogations have nothing to hide from public view.
2. In order to achieve these and other benefits of electronic recording of custodial interrogations, the Detroit Police Department has taken steps to begin electronically recording custodial interrogations of suspects in cases in which the person interrogated faces the possibility of life in prison without parole.

B. Definitions and Scope

1. "The parties" are the City of Detroit ("City") and the Estate of Eddie Joe Lloyd, Deceased ("Estate").
2. "Custodial interrogation" means "custodial interrogation," as defined under Michigan law, of any suspect in an investigation conducted by a member of the Detroit Police Department Homicide Division, or any suspect in an investigation of a crime of serious bodily injury that may result in homicide charges, or any suspect in an investigation of crime that carries a possible sentence of life imprisonment without the possibility of parole.
3. "Electronically record" means to memorialize by video and audio electronic equipment.

4. "In its entirety" means a record that begins with and includes a law enforcement officer's advice to the person in custody of that person's constitutional rights and ends when the interrogation has completely finished.
5. "Implement" means to take all steps necessary to begin electronically recording custodial interrogations, including but not limited to purchase and installation of electronic recording equipment, development of appropriate and necessary policies and procedures, and training of personnel concerning such policies and procedures.
6. The following categories of suspect statements are not subject to this agreement:
 - a. statements made during a custodial interrogation that was not recorded because electronic recording was not feasible;
 - b. statements made after questioning that is routinely asked during the processing of the arrest of a suspect;
 - c. statements made in response to questions asked for the purpose of dealing with an emergency when an officer urgently needs information from a suspect because someone's life or physical well-being is believed to be in imminent danger.
 - d. spontaneous statements that are not made in response to a question;
 - e. statements made when the interrogator(s) is/are unaware that a crime has occurred for which life imprisonment without the possibility of parole is a

possible sentence; and

- f. statements made during a custodial interrogation by a suspect who requests, prior to making the statements, to respond to the interrogator's questions only if an electronic recording is not made of the statements, provided that an electronic recording is made of the statement of agreement to respond to the interrogator's questions only if a recording is not made of the statements.

C. Implementation

1. The City will continue implementation of its program of electronically recording custodial interrogations of suspects in murder investigations and other investigations of crimes carrying a possible sentence of life imprisonment without the possibility of parole.
2. The City will make serious, good-faith efforts to complete implementation, as defined in paragraph B.5., above, by January 1, 2007. As part of this implementation, the police department will issue regulations for its program of electronic video and audio recording of custodial interrogations in its general procedures manual.
3. Until implementation, as defined in paragraph B.5., above, is complete, the City will submit a confidential written report bi-monthly to a representative designated by the Estate. The report will describe the City's progress in achieving implementation and any obstacles, difficulties or issues encountered in the effort

to achieve implementation. The City will be open to advice the Estate's representative may offer to assist in achieving implementation.

4. The parties will in good faith negotiate changes to this agreement that may become appropriate because of practical problems encountered in the City's effort to achieve implementation, concerns that may be raised by the Wayne County Prosecuting Attorney or other prosecuting authority, or unforeseen circumstances. Any changes negotiated pursuant to this paragraph will be consistent with the statement of purpose set forth in Part A of this Agreement.

D. No Third-Party Beneficiary.

The parties do not enter into this agreement for the benefit of any third party. No one is a third-party beneficiary of this agreement.

Agreed:

Attorney for Estate of Eddie Joe Lloyd,
Deceased

Attorney for City of Detroit

Dated: _____