

SETTLEMENT AGREEMENT

The undersigned, in settlement of their dispute as described herein, hereby mutually agree as follows:

Whereas Seth Dame alleges that on June 25, 2010, Mr. Dame made an offensive gesture at Officer Anderson of the Orem City Police Department, and as a result Officer Anderson stopped the vehicle in which Mr. Dame was a passenger, detained Mr. Dame for approximately 20 minutes, and issued a citation against Mr. Dame, which Orem City later declined to prosecute;

Whereas Mr. Dame, who is represented by the ACLU of Utah, asserts that he has valid causes of action arising out of these events against Orem City and Officer Anderson, including a violation of his right to free speech under the First and Fourteenth Amendments and a violation of his right to be free from unreasonable detention under the Fourth and Fourteenth Amendments, among others (the "Potential Action");

Whereas Mr. Dame and Orem City (collectively, the "Settling Parties") now wish to settle all claims of the Potential Action with the present agreement (the "Settlement Agreement");

Therefore, the Settling Parties agree to the following:

1. Orem City agrees that Mr. Dame should not have been detained or cited by Officer Anderson because of the offensive gesture. Further, Orem City

agrees that no one should, in the future, be detained or cited by the Orem City Police based solely on an offensive gesture.

2. Orem City has informed Officer Anderson that he should have not stopped, detained, or cited Mr. Dame based on the offensive gesture.

3. Orem City Police will continue to implement First Amendment protection education in their annual training, the content of which will be determined by Orem City and may be reviewed by the ACLU of Utah. The ACLU of Utah will have no right or authority to regulate the content of the training.

4. Within 60 days of the signing of the Settlement Agreement by the last signatory, Orem City shall remit two thousand, five hundred dollars (\$2,500) in payment to Mr. Dame in damages, and two thousand, five hundred (\$2,500) in payment to the ACLU of Utah Foundation for the ACLU of Utah's legal work on behalf of Mr. Dame.

5. Upon the signing of the Settlement Agreement by the Settling Parties, Mr. Dame shall be deemed to have fully released, relinquished, and discharged any and all claims against any and all parties, including Orem City and Officer Anderson, arising out of or in connection with the Potential Action.

6. Upon the signing of the Settlement Agreement by the Settling Parties, Orem City shall be deemed to have fully released, relinquished, and discharged Mr. Dame from any civil or criminal action related to the events of June 25, 2010 as described herein;

7. The Settling Parties intend the Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Potential Action and the related events.

The undersigned represents that he has read and understood the terms of this Settlement Agreement prior to executing the same.

Bruce Chesnut

Bruce Chesnut
Orem City Manager
(on behalf of Orem City)

Date: 23 Oct 2012

Attest:

Alonna R. Weaver
~~Seth Dame~~ City Recorder



Date: _____

Seth Dame
Seth Dame

Date: 14 Nov 2012