



November 20, 2008

FILED DEC 02 2008

Gregg Cunningham
Center for Bio-Ethical Reform, Inc.
P.O. Box 219
Lake Forest, California 92609

Re: Center for Bio-Ethical Reform, Inc. et al. v. City of Springboro, et al.

Dear Gregg:

Victory is secured in Ohio! Our recent success in the U.S. Court of Appeals for the Sixth Circuit, which resulted in a published opinion that CBR and other pro-life demonstrators can use to protect their constitutional right to protest abortion in the future, has ultimately resulted in a \$100,000 settlement in our favor.

In its unanimous decision *reversing* the district court's adverse ruling, the Sixth Circuit held the following with regard to CBR's right to be free from unlawful police harassment and detentions:

Although the record does not clearly indicate whether the detention occurred at the direction of the FBI or of local law enforcement, or merely arose from confusion and miscommunication, *it makes little difference*. To delay [CBR] for the purpose of enabling the FBI to arrive at the scene to conduct effectively the same investigation when the initial investigation conducted by local law enforcement dispelled their suspicions similarly served no investigatory purpose. The investigation conducted by local law enforcement allowed the police to test the validity of their suspicions, and in the end, did not reveal a basis for probable cause. *Thus, we find that Defendants violated [CBR's] Fourth Amendment rights by subjecting them to an unreasonable seizure of their persons.*

Significantly, the Court stated, "Although Defendants confronted novel factual circumstances, *the unlawfulness of their conduct should have been apparent in light of well-settled precedent of the Supreme Court and of this Circuit.*"


Additionally, the Sixth Circuit reaffirmed that the First Amendment "protects [CBR's] right to display signs communicating their view on abortion, and *the fact that the messages conveyed by those communications may be offensive to their recipient does not deprive them of constitutional protection.*" The Court also affirmed that government action may not retaliate against an individual for the exercise of protected First Amendment freedoms, noting that "*[t]he contours of the right to be free from retaliation were thus abundantly clear on the day Defendants stopped and detained [CBR].*"

In the final analysis, this is a great victory for CBR, pro-life demonstrators, and the U.S. Constitution. Your efforts are not only helping to shape public opinion against abortion, they are helping to shape the law in ways that protect those who publicly oppose abortion. Ultimately, you are saving lives.

Keep up the great work!

Sincerely,

THOMAS MORE LAW CENTER



Robert J. Muise

RELEASE AND INDEMNITY AGREEMENT

For the Sole Consideration of ONE HUNDRED THOUSAND DOLLARS AND NO/100 CENTS (\$100,000.00), the receipt and sufficiency whereof is hereby acknowledged, the undersigned hereby release and forever discharge City of Springboro, Ohio, Jeffrey Kruithoff, Tim Parker, Lisa Walsh, Randy Peagler, Nick Clark, Eric Kuhlman, Clearcreek Township, Peter J. Herdt, Jeff Piper, Brian Hubbard, and all their current and former officers, employees, contractors, servants, insurers, agents and assigns, and all other persons, firms or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop based on incidents that occurred on or about June 10, 2002, which was the subject of a lawsuit filed in the United States District Court for the Southern District of Ohio as Case No. 3:03-cv-00057. All claims in that action and those that could have been brought in the action against Releasees will be dismissed with prejudice and released herein, including any claims for attorneys' fees or costs.

The undersigned agree to indemnify, defend, save and hold harmless Releasees from and against any and all claims, demands, or causes of action of every kind or character, which may be asserted against Releasees in connection with Releasers' claims based on incidents that occurred on June 10, 2002, or the effects or consequences thereof, including but not limited to any claims, demands, or causes of action by third-parties related to medical bills, lost wages, damage to personal property, pain and suffering, loss of consortium, or other expenses, payments or damages incurred by or on behalf of Releasers, including claims against Releasees based on subrogation, assignment, statutory lien, contribution or indemnity.

The undersigned agree that they will be responsible for payment of all taxes, if any, including but not limited to federal, state, and local taxes, as a result of the payment and receipt of the One Hundred Thousand Dollars consideration.

Undersigned hereby declare that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid incident.

The undersigned hereby accept this check as final payment of the consideration set forth above, pursuant solely to the independent advice of their attorneys, John C. Murdock, Murdock, Goldenberg, Schneider & Groh, LPA, and Robert J. Muise, Thomas More Law Center.

Signed in the presence of:

**I HAVE READ AND UNDERSTAND THIS
RELEASE.**

Witness

Authorized Representative for Center for
Bio-ethical Reform date

Witness

Mark Harrington date

Witness

Quentin Patch date

Witness

Dale Henkel date