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FILED IN THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

OCT 11 2 2001  
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at \_\_\_ o'clock and \_\_\_ min. \_\_\_ M  
WALTER A. Y. H. CHINN, CLERK

Attorneys for Defendants  
City and County of Honolulu;  
Lee Donohue; Boisse Correa;  
William D. Balfour; and  
Cheryl Soon

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF HAWAII

NATIONAL LAWYERS GUILD, )  
HAWAII CHAPTER; ABD WATCH; )  
INTERNATIONAL LONGSHORE & )  
WAREHOUSE UNION - ILWU 142 )  
HAWAII; REVEREND RENATE ROSE; )  
AND MATT MacKENZIE, )

Plaintiffs, )

vs. )

CITY AND COUNTY OF HONOLULU; )  
LEE DONOHUE, in his official )  
capacity as Police Chief of )  
the City and County of )  
Honolulu Police Department; )  
BOISSE CORREA, in his )  
individual capacity and in )  
his official capacity as )  
Assistant Police Chief of the )  
City and County of Honolulu )  
Police Department; WILLIAM D. )  
BALFOUR, in his official )  
capacity as Director of the )  
Department of Parks and )  
Recreation; CHERYL SOON, in )  
her official capacity as )  
Director of the City and )  
County of Honolulu Department )  
of Transportation Services; )  
STATE OF HAWAII; HAWAII )  
TOURISM AUTHORITY, an agency )  
of the State of Hawaii; )

CIVIL NO. CV01-00263 DAE-LEK  
STIPULATION FOR DISMISSAL WITH  
PREJUDICE AND ORDER

SIDNEY HAYAKAWA, in his )  
official capacity as the )  
Deputy Director of the Hawaii )  
Department of Public Safety, )  
 )  
Defendants. )  
 )

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STIPULATION FOR DISMISSAL WITH PREJUDICE AND ORDER

WHEREAS, Plaintiffs filed this lawsuit on April 24, 2001, alleging that Defendant State of Hawaii and Defendant City and County of Honolulu ("City") and/or certain officers or employees of the State of Hawaii or City had or would engage in unconstitutional actions in relation to the planned protests at the Asian Development Bank Conference planned for the Hawaii Convention Center in May 2001; and

WHEREAS, on May 1, 2001, the City, State of Hawaii, and the Plaintiffs entered into a Consent Decree and Order resolving the issues in dispute as far as they affected the planned protests; and

WHEREAS, the Consent Decree and Order left certain issues relating to parade and park permits for future settlement and/or litigation; and

WHEREAS, the parties have agreed to resolve the remaining issues by Stipulation;

NOW, THEREFORE, the parties hereby agree as follows:

1. Paragraphs 1 through 11 of this Stipulation shall only apply to parades held for the purpose of participants expressing views or engaging in other activities protected by the First Amendment of the U.S. Constitution.

2. For purposes of Section 15-24.20(d)(1) of the Revised Ordinances of Honolulu 1990 ("ROH"), a parade held for the purpose of participants expressing views or engaging in other activities protected by the First Amendment of the U.S. Constitution shall constitute a "public purpose."

3. The City shall be permanently enjoined from enforcing the 40 working day filing period required by ROH Section 15-24.20(d)(2). Where the applicant has submitted a complete application, the maximum filing period shall be five working days.

4. For purposes of ROH Sections 15-24.20(d)(3), 15-24.20(e)(2), and 15-24.20(f)(1) and (2), the conditions to be imposed by the Director shall be reasonable and necessary and not unduly restrict the parade participants' ability to express views or engage in other activities protected by the First Amendment to the U.S. Constitution. The conditions referred to ROH Sections 15-24.20(e)(2) and 15-24.20(f)(1) and (2) are subject to the criteria listed in ROH Section 15-24.20(d)(3).

5. The Director shall be enjoined from enforcing the general liability insurance requirement of Section 9(e) of the Rules and Regulations Relating to Parades for the Department of Transportation Services, City and County of Honolulu, adopted February 3, 1988 ("Rules"), to the extent that an applicant for a parade permit self-certifies that the applicant is (1) unable to obtain the insurance coverage required by such section, or (2) unable to pay for such insurance coverage.

6. The City shall accept an applicant's self-certification with respect to compliance with workers' compensation insurance requirements imposed by State of Hawaii law.

7. The Director shall be permanently enjoined from enforcing the restriction on holding parades on Sunday specified in "Parade/Motorcade, or Special Event - Guidelines for permit."

8. The Director may impose requirements for applicants to provide police assistance with control of vehicle and pedestrian traffic only to the extent that such requirements are uniform for all parades with a similar duration, route and number of participants, vehicles and animals, and do not vary with the views being expressed by the participants. Such requirements shall not unduly restrict the parade participants' ability to express views or engage in other activities protected by the First Amendment to the U.S. Constitution. The Director shall waive such police assistance requirements to the extent that an applicant for a parade permit self-certifies that the applicant is (1) unable to obtain such assistance, or (2) unable to pay for such assistance. The Honolulu Police Department may provide such assistance to the extent that it believes that providing such assistance is necessary and feasible.

9. With respect to publicizing the parade and removal of trash, garbage and litter (currently Sections 8(f) and (g) of the Rules and Item 6 on the last page of the "Parade/Motorcade, or Special Event - Guidelines for permit"), the Director agrees that

these provisions shall only require an applicant to make best efforts.

10. Applicants shall not be required to consult with or obtain the approval of any neighborhood board, community association, or property owner.

11. The Director shall be permanently enjoined from enforcing the requirement that the applicant provide a written indemnification agreement.

12. Paragraphs 12 through 17 of this Stipulation shall only apply to public assemblies, meetings, demonstrations, picket lines, rallies or other gatherings held for the purpose of participants expressing views or engaging in other activities protected by the First Amendment of the U.S. Constitution that occupy any public area in a public park (hereinafter collectively "public assembly").

13. The City shall be permanently enjoined from enforcing the three-week filing period required by the Section 4(D) of the Rules and Regulations Governing Recreational Activities Including Fund-Raising Activities Sponsored by Community Organizations, Associations, Groups or Individuals; Sports Activities Conducted by either a League, Organization, Association, Group or Individual; Meetings, Gatherings or other Similar Activity Held by Organizations, Associations or Groups; Nonrecreational Public service Activities Held by Organizations, Communities or Groups on City Park Property, adopted on September 1, 1988 ("DPR Rules"). Where the applicant has submitted a complete

application for a park use permit, the maximum filing period shall be three working days, unless such request for a park use permit for a public assembly is due to a spontaneous event occasioned by news or affairs coming into public knowledge within forty-eight hours of such public assembly, in which case the organizer shall provide written notice to the City at least twenty-four hours or as soon as practicable prior to such public assembly.

14. For the purposes of ROH Section 10-1.3(b) and Section 4(E) of the DPR Rules, the conditions to be imposed by the DPR Director shall be reasonable and not unduly restrict the public assembly participants' ability to express views or engage in other activities protected by the First Amendment to the U.S. Constitution.

15. The City shall be permanently enjoined from enforcing Section 4(N) of the DPR Rules as it applies to a public assembly.

16. The City agrees to amend the standard language and restrictions included on its park use permits in the following manner:

1. "[All permits are subject to cancellation or termination by the Department of Parks and Recreation.] The Department of Parks and Recreation shall have the authority to revoke a permit upon reasonable notification and the opportunity to cure a violation of the conditions or standards for issuance as set forth in ROH Chapter 10 and the rules and regulations promulgated pursuant to ROH § 10-1(b).
2. "Except for public assemblies, persons, teams, or organizations to whom such permits are issued shall be liable for loss, damage

or injury to persons or property resulting from the use of the public facilities under such permits, as well as any breach of regulations or ordinances, to the persons or persons suffering such loss, damage or injury, and to the Department of Parks and Recreation in case said Department shall become liable for such loss, damage or injury."

3. [Obscene or objectional language, rowdyism or unbecoming conduct will not be tolerated.]
4. No driving or parking on grass, animals, guns, open fires, cutting of trees or [disturbing noise] noise exceeding the standards set forth in ROH § 10-1.2(7).

17. The City shall be enjoined from enforcing ROH Section 10-1.3(8).

18. Until such time as necessary revisions are made to the City's ordinances, rules, and guidelines, copies of this Stipulation shall be made available to prospective applicants for parades and park use permits for public assemblies.

19. This Stipulation shall, upon approval by the Court, operate as an Order of the Court. If the Court fails to approve this Stipulation, it shall be null and void and the parties shall be restored to the status quo ante and the litigation shall proceed.

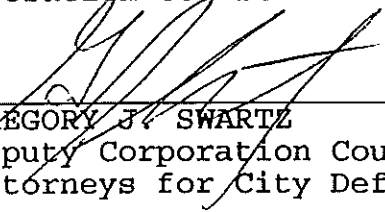
20. This Stipulation and Order shall have the same effect as a final judgment, shall be binding upon the City, and shall be enforceable by any organization or individual seeking to obtain a permit for the purpose of expressing views or engaging in other activities protected by the First Amendment of the U.S. Constitution.


21. Neither the execution of this Stipulation nor anything contained in this Stipulation nor any actions taken or to be taken by the City hereunder shall be construed or considered as admissions of liability or any issues of law or fact on the part of the City, but are undertaken in the spirit of compromise.

22. The parties agree that, upon final disposition of Plaintiffs' Motion for Award of Attorney's Fees and Costs (including the payment of the amounts agreed to by the attorneys for the State of Hawaii and the City subject to approval of the State of Hawaii Legislature and the City Council, respectively), this case shall be dismissed with prejudice.

DATED: Honolulu, Hawaii, OCT 9 2001.

DAVID Z. ARAKAWA  
Corporation Counsel

By   
GREGORY J. SWARTZ  
Deputy Corporation Counsel  
Attorneys for City Defendants

  
BRENT T. WHITE  
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MICHAEL K. LIVINGSTON  
ERIC A. SEITZ  
ELMIRA K. TSAING  
MARGARET C. JENKINS-LEONG  
Attorneys for Plaintiffs

APPROVED AND SO ORDERED:

DAVID ALAN EZRA      OCT 12 2001  
Judge of the above-entitled Court