

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

JEREMY SONNIER

CIVIL ACTION

VERSUS

NO. 08-4800

DR. JOHN CRAIN, ET AL.

SECTION "B"(4)

ORDER

Considering the Parties Proposed Consent Order (Rec. Doc. No. 86),

**IT IS ORDERED** that Plaintiff's claims against Defendants in the above captioned matter are **DISMISSED WITH PREJUDICE**.

The Court further adopts the conditions of dismissal consented to by the parties:

1. Defendant John Crain, in his official capacity as President of Southeastern Louisiana University ("SLU) with and on behalf of SLU and the other named Defendants does hereby state SLU's "University Policy on Public Speech, Assembly, and Demonstrations" ( SLU Policy) currently, or as amended in the future, is and will be interpreted in the following manner:

a. The SLU Policy does not apply to, regulate, or prevent Plaintiff or anyone else from engaging in one-on-one conversation and one-on-one expression on SLU's campus. This policy only governs and regulates expression that gathers or creates an

assembly or demonstration.

b. The SLU Policy does not apply to, regulate, or prevent Plaintiff or anyone else from engaging in expression while they walk through SLU's campus but only governs stationary expression that gathers or creates an assembly or demonstration.

c. The SLU Policy does not apply to, regulate, or prevent Plaintiff or anyone else while they engage in expression on sidewalks that are located on the perimeter of SLU's campus and are controlled by the City of Hammond or the State of Louisiana.

d. Defendants agree not to amend this policy to bring back the security fee provision that was invalidated by the Fifth Circuit Court of Appeals as written in *Sonnier v. Crain*, 613 F.3d 436 (5th Cir. 2010) or to enforce this security fee provision in the future. Defendants, however, reserve the right to reimplement this fee provision in a manner accepted by the Supreme Court with respect to such fees, the unbridled discretion doctrine and its application to university campuses.

2. In satisfaction of Plaintiff's claims for attorneys' fees and costs under 42 U.S.C. §1988, Defendants agree to pay Plaintiff's attorney a sum of \$19,999.00 for

attorneys' fees and costs within 90 days of entry of this order. Defendants also agree to pay Plaintiff \$1 of nominal damages.

3. This Consent Order is made in full satisfaction of Plaintiff's claims contained in their Complaint.

4. This Court retains jurisdiction of this action solely for the purpose of enforcing this Consent Order.

New Orleans, Louisiana, this 22<sup>nd</sup> day of October, 2013.

A handwritten signature in black ink, appearing to read "W. J. ...", is written over a horizontal line.

UNITED STATES DISTRICT JUDGE