

SETTLEMENT AGREEMENT

Whereas, on July 14, 2020, the Graham City Council repealed Art. VI of the City of Graham, North Carolina's Code of Ordinances, and

Whereas, Plaintiffs National Association for the Advancement of Colored People (NAACP) Alamance Branch, Tamara O. Kersey, Carleen Tenae Turner, Terence Colin Dodd, Destiny Clarke, Nerissa Rivera, Adam Rose, Annie Simpson, and Gregory B. Drumwright ("Plaintiffs") and Defendants Jerry Peterman, Frankie Maness, Chip Turner, Melody Wiggins, Jennifer Talley, Ricky Hall, and Jeffrey Prichard (collectively, "the City Defendants") wish to resolve fully and finally all other claims asserted by Plaintiffs against the City Defendants in *NAACP, et al. v. Peterman, et al.*, 1:20-cv-613-CCE-LPA (M.D. N.C.), Plaintiffs and City Defendants agree as follows:

1. City Defendants and Plaintiffs agree to the following process to be in effect for one year (commencing on the date that the joint stipulation of dismissal set forth in paragraph 3 is filed):
 - a. The City of Graham will publish a statement within 24 hours of issuing an emergency declaration or order affecting activities in the downtown Courthouse square or public protests at or involving the Confederate Memorial. The statement shall set forth:
 - i. the imminence of the threat believed to justify the emergency declaration or order;
 - ii. the nature of the threat (i.e., imminent loss of life or property or both);
 - iii. the general source or basis of the threat on which the declaration or order is based; and
 - iv. how the emergency order and restrictions set forth in the declaration or order will address or minimize the threat.
 - b. The Mayor's office or other City officials will post the statement specified in paragraph 1a publicly on the City website and social media accounts. The posting shall include information on how the public may submit comments or concerns about the issuance of the declaration or order. The statement may be integrated into the emergency declaration or order itself. Plaintiffs and the City Defendants agree that the intent and purpose of posting the specified notice and means for public comment is to provide transparency and opportunities for dialogue between local residents and City officials related to emergency declarations or orders specified in paragraph 1a.
 - c. For a period of one year from when the joint stipulation of dismissal set forth in paragraph 3 below is filed, the Lawyers' Committee for Civil

Rights (LCCR) and ACLU, in their capacity as counsel for Plaintiffs in this action, will agree to meet and confer with counsel for Graham prior to initiating any legal actions related to emergency declarations or orders specified in paragraph 1a. The meet-and-confer requirement shall be satisfied if either or both LCCR and ACLU contact the City's legal department to provide notice about legal concerns related to an Emergency Declaration at least one full business day prior to initiating legal action, and offer a time for telephonic discussion.

2. City Defendants, whether individually or through counsel, agree that they will not pursue any sanctions, complaints, claims, or counter-claims against Plaintiffs and their counsel arising from or related to Plaintiffs' allegations or claims in this case.
3. Within 48 business hours of all Plaintiffs' and the City Defendants' execution of this Agreement, Plaintiffs will file a joint stipulation dismissing with prejudice all claims raised against the City Defendants and specifying that each side will bear its own costs and fees. Plaintiffs' counsel shall have permission to sign the joint stipulation on behalf of Defendants' counsel once this Agreement is fully executed.
4. City Defendants agree not to contest the jurisdiction of the U.S. District Court for the Middle District of North Carolina to hear disputes related to or arising under this Agreement.
5. This Agreement comprises the entire agreement of the Parties with respect to the subject matter encompassed herein.
6. This Agreement shall be valid if executed by different parties on separate signature pages, so long as all Plaintiffs and all City Defendants have signed. Electronic and facsimile copies of original signatures will be treated as originals.

By my signature, I agree to all of the terms and conditions specified above. I have discussed the content of the Agreement with my attorneys and read this Agreement before signing.

PLAINTIFFS:

Barrett Brown, on behalf of NAACP, Alamance Branch

10/7/2020
Date


Tamara O. Kersey

10/7/2020
Date


Carleen Tenae Turner

10/7/2020
Date

T. Colin Dodd
Terence Colin Dodd


7 OCT 2020
Date


Destiny Clarke


10/7/2020
Date


Nerissa Rivera


10/7/2020
Date


Adam Rose

10/7/2020
Date


Annie Simpson

10/7/2020
Date



Gregory B. Drumwright

10/7/2020
Date

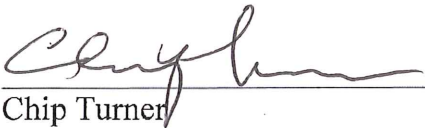
City Defendants:


Jerry Peterman

5 Oct 20
Date


Frankie Maness

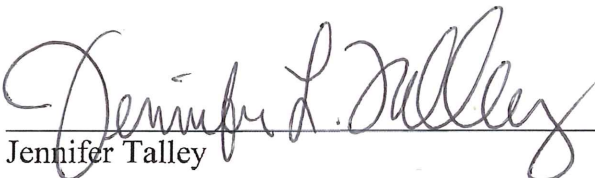
10-05-2020
Date


Chip Turner

6 OCT 2020
Date


Melody Wiggins

10/6/20
Date


Jennifer Talley

10/6/2020
Date


Ricky Hall

10/6/20
Date


Jeffrey Prichard

10/06/20
Date