

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is entered into on July\_, 2010, by and between Golden English, Darcel Jones, Aaron Lloyd, Wanda Havelow, and, Shanisha Smith (“Plaintiffs”), on the one hand, and Chester County Board of Elections (“Defendant”), on the other hand. Plaintiffs and Defendant are sometimes hereinafter collectively referred to as “the Parties” or individually as “Party.”

WHEREAS, the underlying dispute arises from the Parties’ disagreement in connection with the location of the polling place for the Lower Oxford East voting precinct and the practices and procedures relating to the polling place, and

WHEREAS, Plaintiffs initiated a lawsuit against Defendant and others in the United States District Court for the Eastern District of Pennsylvania, captioned *Golden English, et al. v. Chester County, et al.*, docketed at Docket Number 10-244 (the “Litigation”), under the Voting Rights Act, among other federal laws, and

WHEREAS, on April 21, 2010, all defendants other than the Chester County Board of Elections were dismissed with prejudice as parties to the Litigation, and

WHEREAS, in the Litigation, Plaintiffs asserted claims against the Defendant arising from or otherwise related to the Defendant’s conduct in connection with the location of the polling place for the Lower Oxford East voting precinct and the practices and procedures relating to the polling place, and

WHEREAS, in the Litigation, Plaintiffs sought declaratory and injunctive relief, payment of damages, and attorneys fees, and

WHEREAS, in the Litigation, Defendant denied any liability and filed a motion to dismiss the claims made by Plaintiffs, and

WHEREAS, the Parties now desire to resolve on mutually agreeable terms the disputes between them, as set forth herein, for the purpose of avoiding the burden, expense, and uncertainty of litigation.

NOW, THEREFORE, for and in consideration of the above recitals, the mutual promises, covenants, and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Polling Place Location. The polling place for the Lower Oxford East voting precinct will be relocated to Manuel Rivero Hall on the campus of Lincoln University, in Lincoln University, Pennsylvania, within sufficient time to permit orderly voting at that location beginning with the November 2010 General Election. Defendant at its expense will notify each registered voter in Lower Oxford East as it is currently configured of the change in polling place location described in this paragraph by First Class Mail within twenty (20) days of the execution hereof by all Parties. The polling place will be relocated as described in this paragraph regardless of whether the Lower Oxford East voting precinct boundary changes.

2. Precinct Boundaries and Notice to Voters. Defendant agrees that it will seek to establish the boundaries for the Lower Oxford East and Lower Oxford West voting precincts such that the Lower Oxford East precinct will be bounded on the north by Baltimore Pike but will include census blocks 2011 and 2012. Defendant agrees that it will not seek any other changes to the precinct boundaries for the period of four years from the date hereof unless required by law and notice of such proposed changes is provided to plaintiffs and their counsel. Defendant, upon timely receipt of a Chester County Common Pleas Court Order approving the redrawn boundaries, at its expense will notify each registered voter in Lower Oxford Township

affected by this change in the voting precincts of his or her precinct and polling place location by First Class Mail no less than twenty days prior to the election for which it will first be in effect.

3. Resources. Defendant will provide the new Lower Oxford East polling place with sufficient resources, supplies, and materials, equivalent to those provided to similarly-sized precincts with similar numbers of registered voters, at the same time as those resources and materials are provided to similarly-sized precincts with similar numbers of registered voters, and all other resources and supplies otherwise necessary for proper and efficient voting in the new Lower Oxford East polling place.

4. Jurisdiction. The United States District Court for the Eastern District of Pennsylvania (“the Court”) shall for four years retain jurisdiction to resolve issues arising under this Agreement, including, but not limited to, enforcement of the Agreement, pursuant to Rule 41 of the Federal Rules of Civil Procedure and the Court’s April 22, 2010 Order.

5. Payment. Defendant shall pay:

A. Each Plaintiff nominal damages of one dollar (\$1.00) (the “Settlement Amount”); and

B. Attorney’s fees and costs in the amount of **sixty thousand dollars and zero cents (\$60,000.00)** (“Attorney’s Fee Amount”), payable within twenty (20) days of execution of this Agreement by all Parties. The Attorney’s Fee Amount is to be made by check payable to: DLA Piper Trust Account.

6. Mutual Releases. Upon execution of this Agreement by all Parties and payment of the Settlement Amount and the Attorney’s Fee Amount, Plaintiffs and Defendant respectively, on behalf of their officers, agents, employees, representatives, attorneys, heirs, beneficiaries, successors, predecessors, and assigns, do hereby remise, release, and forever discharge each

other from any and all manner of actions and causes of actions, complaints, claims, counterclaims, suits, debts, liens, appeals, obligations, and demands whatever, of any kind or nature, whether known or unknown, which each party has, or may have had, from the beginning of time, arising out of or related in any manner to the facts alleged in the Litigation, and any and all claims, counterclaims, and demands that were asserted in the Litigation.

7. Integrated Agreement. The Parties acknowledge and agree that this Agreement is the entire agreement among them, and that there are no written or oral terms, agreements, representations, or understandings other than those contained in this Agreement. No course of prior dealing between the Parties, no usage of the trade, and no parol or extrinsic evidence of any nature shall be used or be relevant to supplement, explain, or modify any term herein. The Parties further acknowledge that this Agreement supersedes and substitutes all prior agreements between them.

8. Compromise. This Agreement constitutes a compromise settlement of disputed claims, the liability for which is expressly denied. Nothing in this Agreement constitutes, or shall be construed as, an admission of liability by any party.

9. Full Authority. Each party represents that it has the power to release all claims and discharge all liabilities as set forth in this Agreement.

10. Advice of Counsel. The Parties acknowledge and agree that this Agreement has been reviewed by their respective attorneys, and that each of them has contributed to the drafting of this Agreement. The Parties agree that this Agreement or any part thereof shall not be construed against the drafter. Each Party represents and warrants that: (i) it is represented by attorneys with respect to this Agreement, (ii) it has read this Agreement in its entirety, (iii) it has been advised of its rights and obligations with respect to the execution of this Agreement, and

(iv) it enters into this Agreement knowingly and willingly. Each Party represents that, if applicable, the person executing this Agreement on its behalf is empowered to do so.

11. Modification. No waiver, modification, or amendment of this Agreement shall be valid unless in writing duly signed by all parties.

12. Governing Law. This Agreement shall be construed in accordance with the laws of Pennsylvania.

13. Severability. The unenforceability or invalidity, if any, of any provision in this Agreement shall not render any other provision unenforceable, and each provision shall be enforced to the fullest extent of the law.

14. Headings. The headings used herein are for convenience only.

15. Further Assurances. The Parties agree to perform such acts and to prepare, execute, and file any documents or stipulations reasonably required to perform the covenants, to satisfy the conditions herein contained, or to give full force and effect to this Agreement.

16. Time Is Of The Essence. As to all obligations in this Agreement, time is of the essence.

17. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

18. Press Release. The Parties shall prepare a mutually acceptable joint statement for distribution announcing the execution of this Agreement and shall make no comments about the Litigation or this Settlement Agreement to any entity or person until the execution of the Agreement by all Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement effective on the day and year set forth above.

**IT IS SO AGREED.**

**GOLDEN ENGLISH**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

**DARCEL JONES**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

**AARON LLOYD**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

**WANDA HAVELow**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

**SHANISHA SMITH**

By: \_\_\_\_\_

\_\_\_\_\_  
DATE

-and-

**CHESTER COUNTY BOARD OF ELECTIONS**

By: \_\_\_\_\_  
Title:

\_\_\_\_\_  
DATE