

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

WICOMICO COUNTY BRANCH
OF THE NAACP, et al.,

Plaintiffs,

v.

WICOMICO COUNTY, MARYLAND,
et al.,

Defendants.

Civil Action No. 1:23-cv-03325-MJM

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and effective as of the later of the signatures set forth below (“Effective Date”), by and between Wicomico County Branch of the National Association for the Advancement of Colored People, Caucus of African American Leaders, Watchmen with One Voice Ministerial Alliance, Dr. Eddie Boyd, Luc Angelot, Amber Green and Monica Brooks (collectively, “Plaintiffs”), and Wicomico County Maryland (the “County”), Board of Education of Wicomico County and its individual members in their official capacities (the “Board of Education”), Wicomico County Board of Elections and its individual members (the “County Board”), and the State Board of Election, its Administrator, and its individual members (the “State Board”) (collectively, “Defendants”). The Plaintiffs and Defendants are referred to herein as the “Parties.”

RECITALS

WHEREAS, on or about December 7, 2023, Plaintiffs filed a Complaint in the United States District Court for the District of Maryland against the County, the Board of Education, and the County Board;

WHEREAS, on or about January 30, 2024 Plaintiffs filed a First Amended Complaint against Defendants;

WHEREAS, as of the Effective Date, the First Amended Complaint remains pending in the case styled *Wicomico County Branch of the NAACP, et. al. v. Wicomico County, Maryland*, No. 1:23-cv-03325-MJM (the “Litigation”);

WHEREAS, in the First Amended Complaint, Plaintiffs allege that Wicomico County’s use of five single-member districts and two at-large districts election system (“5-2 system”) for County Council and Board of Education elections violated Section 2 of the Voting Rights Act and denied Black voters in Wicomico County the ability to participate equally in the political process and to elect the candidates of their choice, with the result that County government and the school system are nearly all white despite a significant and growing Black population;

WHEREAS, the Plaintiffs allege that they have suffered harms resulting from Wicomico County’s discriminatory election system;

WHEREAS, the Parties are desirous of settling all existing or future claims, disputes, and actions between and among them of whatever nature, arising from or in any way connected with the Litigation or the prior election system and bring complete resolution to this matter;

WHEREAS, the Parties agree that adoption of the agreed-upon map for County Council and Board of Education elections associated with this Agreement, which has seven single-member districts and no at-large districts, and which is attached as Exhibit A and referred to as the “Election

Map” would be a mutually agreeable term of a compromise for resolving and settling Plaintiffs’ claims brought under Voting Rights Act Section 2 for County Council and Board of Education elections;

NOW, THEREFORE, in consideration for the mutual promises, covenants, agreements, and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals:** The foregoing recitals are incorporated into and made part of this Agreement.

2. **Enactment of the Election Map for Wicomico County Council Elections:** The Plaintiffs and the County agree that the County shall adopt the Election Map for Wicomico County Council elections as soon as practicable. It is anticipated that the Election Map will be adopted by the County on or before the date on which the Court enters the Consent Judgment and Decree in the Litigation. Electoral operations in Wicomico County, meaning the conduct of elections (primary, general, and special elections), verification of petitions, establishments of electoral precincts, siting of polling places and early voting centers, and other duties imposed on the County Board and State Board by the Constitution of Maryland, Maryland Code Annotated, Election Law Article, and Title 33 of the Code of Maryland Regulations, shall be conducted in accordance with the districts established by the Election Map. The Election Map shall remain in effect for electoral operations until any redistricting associated with the 2030 decennial census. The Parties agree that this Paragraph is a material term of the Agreement.

3. **Enactment of the Election Map for Board of Education Elections:** The Plaintiffs, the County, and the Board of Education agree that the County and the Board of

Education shall use best efforts to encourage the Maryland General Assembly to enact legislation adopting seven-single member districts with the same boundaries as the County Council district map for the Board of Education elections as soon as practicable, so as to bring the election system for Board of Education into alignment with the Court's Judgment entered by consent between the Plaintiffs and the County, as discussed in paragraph 6 and attached as Exhibit B. For the sake of clarity, it is understood and agreed that once this legislation is enacted, the Election Map will be used for Board of Education elections. It is anticipated that the legislation will be adopted on or before the end of the Maryland General Assembly's 2025 legislative session on April 7, 2025, and the Election Map shall remain in effect for all Board of Education elections until any redistricting associated with the 2030 decennial census. The Parties agree that this Paragraph is a material term of the Agreement. The failure of the Legislature to enact this legislation will void this agreement.

4. **Payment of Attorneys' Fees and Costs:** In consideration of the Parties' entry into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Defendants shall remit to Plaintiffs' Counsel \$135,000 (the "Settlement Sum") consisting of \$10,000 from the Board of Education and \$125,000 from the County. The Settlement Sum represents full and final payment for all attorneys' fees and litigation costs of any type incurred by the Plaintiffs in connection with the claims alleged in the Litigation. Plaintiffs further understand and agree, without waiving any other rights unless otherwise waived herein, that the failure of the Board of Education and/or the County to make payments of the Settlement Sum shall not entitle Plaintiffs to seek such monies from the State Board.

5. **Additional Non-Monetary Relief:** In consideration of the settlement of the Plaintiffs' claims, the County further agrees to the following non-monetary terms:

- a. The County will use best efforts to address the needs of minority communities, including but not limited to:
 - i. establishing a Human Rights Advisory Committee with a designated county staff liaison. Each plaintiff organization will have one designated member; other members will be solicited and appointed by the County Council;
 - ii. uniform and periodic anti-bias training of County Council staff by a mutually agreed upon external provider;
 - iii. hold twice-a-year special County Council work sessions with the Wicomico County NAACP, Caucus of African American Leaders, and/or Watchmen with One Voice Ministerial Alliance for a presentation about issues of concern and needs of their members in the community.

- b. The County and Board of Education shall use best efforts to encourage the Maryland General Assembly to enact legislation establishing a permanent student board member position on the Board of Education. It is anticipated that any such legislation would be adopted on or before the end of the Maryland General Assembly's 2025 legislative session on April 7, 2025. It is understood that following the effective date of such legislation, the Board of Education shall promptly facilitate the selection of a student member consistent therewith. It is further understood that if the General Assembly does not adopt student board member legislation in its 2025 session, this shall not be considered a breach of this Agreement, but the County and the Board of Education will encourage such legislation in the following session.

6. **Enforcement and Court Jurisdiction:** The United States District Court for the District of Maryland will have exclusive jurisdiction and venue to hear and determine any dispute arising under this Agreement. The Plaintiff and the County agree that the obligations in Paragraphs 2 and 3 shall be memorialized and submitted to the Court for approval in the form of a Consent Judgment and Decree. The form of the Consent Judgment and Decree is attached as Exhibit B.

7. **Warranty of Capacity to Enter Into Release:** The Plaintiffs represent and warrant that no other person or entity has any interest in the claims, demands, allegations or causes of action referred to in this Settlement Agreement except as otherwise set forth herein and that they have the sole right and exclusive authority to execute this Settlement Agreement, to receive the sum specified in it and to release all claims on their behalf, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand, obligation or causes of action referred to in this Settlement Agreement. If any person should assert a claim on behalf of the Plaintiffs for damages against the Defendants claiming that the Plaintiffs did not have the right or authority to enter into this Settlement Agreement or receive the monies hereunder, the Plaintiffs agree to indemnify, defend and hold harmless the Defendants from any and all claims or contentions, damages, costs, liability and attorneys' fees as a consequence or result of such claim or lawsuit.

8. **General Release and Covenant not to Sue:** In consideration of the adoption of the Election Map for use in the County Council and Board of Education elections, payment of the Attorneys' Fees and Costs, and fulfillment of other non-monetary terms, the Plaintiffs, their heirs, assigns, agents, representatives, attorneys and successors in interest shall be deemed to have fully finally, and forever released, relinquished, and discharged, and covenant not to sue the Defendants, its officials, agents, employees, employers, agencies, departments, directors, officers, members,

representatives, assigns, attorneys, successors in interest, from any and all Claims which the Plaintiffs may now or hereafter have or claim to have, arising out of, or in any way related to, the allegations or claims asserted, or that could have been asserted, in the Litigation, provided, however, the obligations of the Parties under this Agreement shall continue in full force and effect. Notwithstanding the foregoing, this release shall be null and void if the Election Map is not used for County Council and Board of Education elections in any election prior to the adoption of any redistricting associated with the 2030 decennial census.

9. **Costs and Expenses:** Except as provided in Paragraph 4 of this Agreement, the Parties will be responsible for their respective costs and expenses incurred to date in connection with the prosecution, defense, and settlement of the Litigation.¹

10. **Voting Rights Act Compliance:** The Parties agree and admit that the Election Map is compliant with Section 2 of the Voting Rights Act, the U.S. Constitution, and any other applicable law or right related to voting rights.

11. **Entire Agreement of the Parties:** It is understood and agreed by the Parties that this Agreement constitutes the entire Agreement among the Parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous written or oral agreements and discussions. This Agreement may only be amended by a writing signed by all parties hereto.

12. **Headings:** The Parties acknowledge and agree that the section, paragraph, and/or subparagraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

13. **Exhibits:** The Exhibits to this Agreement are material and integral parts of the Agreement, and are fully incorporated herein as if set forth in full in this Agreement.

¹This does not, however, preclude Plaintiffs from seeking to recover additional fees and costs should Defendants fail to meet their obligations under the agreement, necessitating reopening of the litigation pursuant to ¶3.

14. **Drafting of the Agreement:** The Parties acknowledge and agree that this Agreement represents the products of negotiations and shall not be deemed to have been drafted exclusively by any one party. In the event of a dispute regarding the meaning of any language contained in this Agreement, the Parties agree that the same shall be accorded a reasonable construction and shall not be construed more strongly against one party other than the other.

15. **Severability:** In the event that any covenant, condition, or other provisions contained in this Agreement is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein. If such condition, covenant or other provision shall be deemed invalid due to its scope of breadth, such covenant, condition or other provision shall be deemed valid to the extent of the scope of breadth permitted by law.

16. **Waiver of Jury Trial:** To the extent an action is filed in any court for a breach of any covenant, term, or condition of this Agreement, the Parties hereby voluntarily waive any and all rights to a trial by jury

17. **Knowing and Voluntary Act:** Each of the Parties represents that each has read this Agreement and acknowledges that each has been represented or had the opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded the execution of this Agreement and that each party has voluntarily executed this Agreement with the consent and/ or on the advice of such legal counsel. Each of the Parties further acknowledges that each and such party's counsel have had adequate opportunity to make whatever investigation or inquiry they may deem necessary or desirable in connection with the subject matter of this

Agreement prior to the execution hereof and the delivery and acceptance of the considerations specified herein.

18. **Survival of Terms:** The Parties agree that this Agreement shall upon approval inure to the benefit of the Parties and their respective agents, assigns, partners, heirs, executors, administrators, and personal or legal representatives. The Parties understand and agree that the terms, covenants, and conditions set forth in this Agreement shall survive the closing of the Agreement.

19. **Governing Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland, without giving effect to its conflicts of law provisions, and any disputes arising out of or under this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts having venue with respect to Wicomico County, Maryland.

20. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. An emailed, facsimile or copy signature will be binding and legal in all respects as if it were an original signature to this Agreement.

21. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the assigns, successors, heirs, executors, and administrators of the Parties.

[Signature Page Below]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date written below.

FOR PLAINTIFFS Wicomico County Branch of the National Association for the Advancement of Colored People, Caucus of African American Leaders, Watchmen with One Voice Ministerial Alliance, Dr. Eddie Boyd, Luc Angelot, Amber Green and Monica Brooks:



Counsel for Plaintiffs

2-13-25
Date

FOR DEFENDANTS Wicomico County Maryland, Board of Education of Wicomico County and its individual members in their official capacities, Wicomico County Board of Elections and its individual members, and State Board of Elections and its individual members and Administrator:

Title: _____


Date

For Defendant Wicomico County, Md.

Title: _____


Date

For Wicomico Board of Election Defendants



Title: Superintendent

2/11/25
Date



Title: Chair of the Board of Education
For Board of Education of Wicomico County

2-11-2025
Date

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date written below.

FOR PLAINTIFFS Wicomico County Branch of the National Association for the Advancement of Colored People, Caucus of African American Leaders, Watchmen with One Voice Ministerial Alliance, Dr. Eddie Boyd, Luc Angelot, Amber Green and Monica Brooks:

Counsel for Plaintiffs

Date

FOR DEFENDANTS Wicomico County Maryland, Board of Education of Wicomico County and its individual members in their official capacities, Wicomico County Board of Elections and its individual members, and State Board of Elections and its individual members and Administrator:

Title: _____

Date

For Defendant Wicomico County, Md.



2-19-2025
Date

Title: President
Katrina Purnell, Bd Pres.
For Wicomico Board of Election Defendants

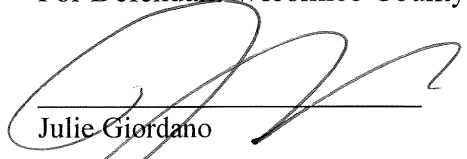
Title: Superintendent

Date

Title: Chair of the Board of Education
For Board of Education of Wicomico County

Date

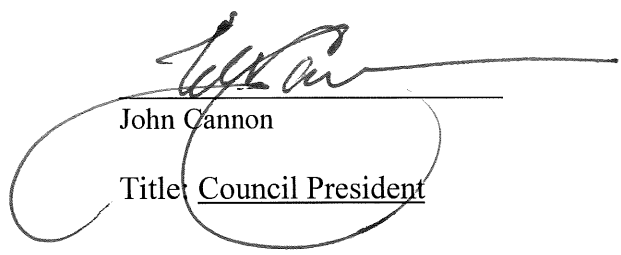
For Defendant Wicomico County, Md.



Julie Giordano

Title: County Executive

2/18/2025
Date



John Cannon

Title: Council President

02/19/25
Date

Jared DeMarinis

Title: State Administrator of Elections

2/15/25

Date

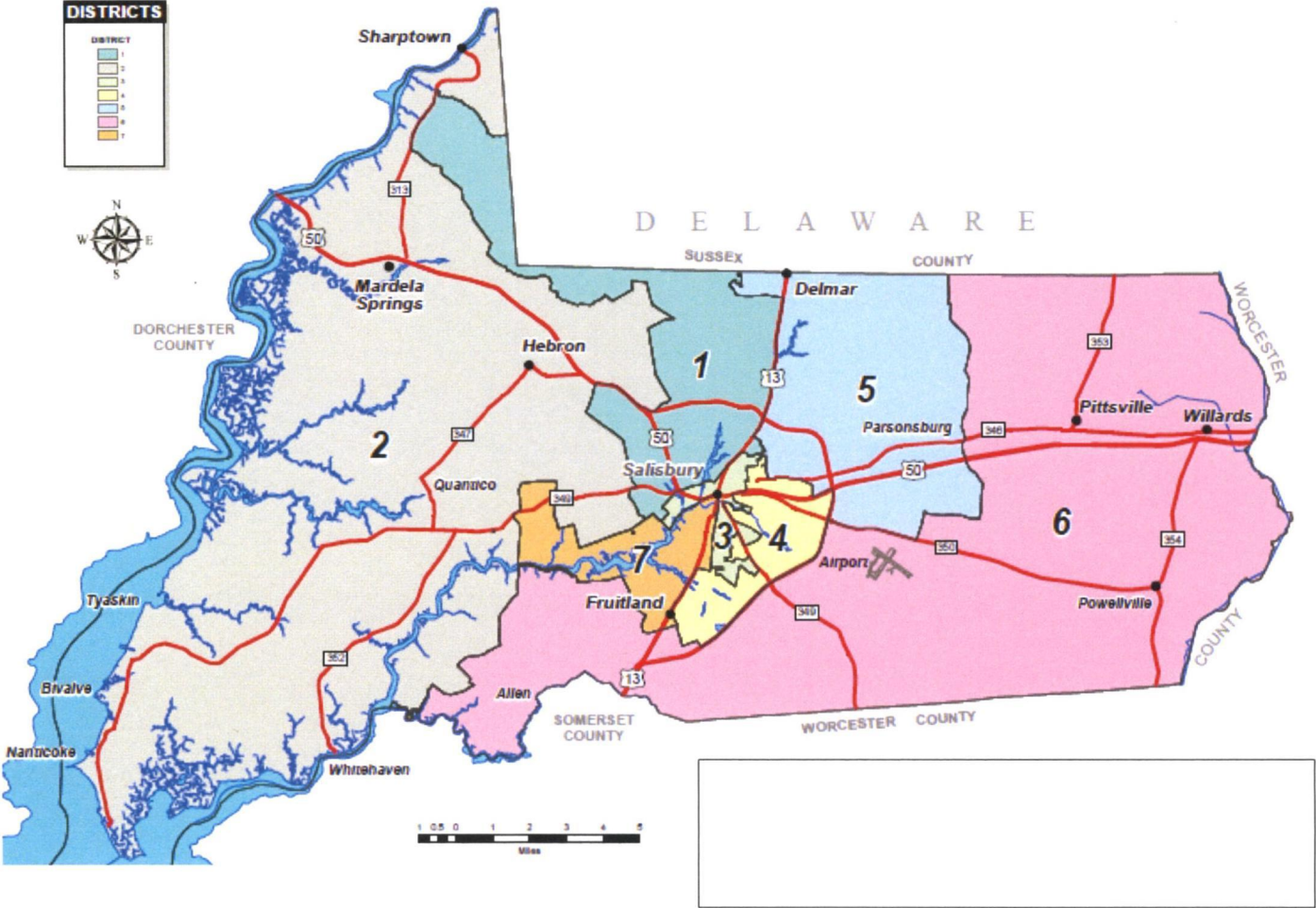
Michael Summers

Title: Chairperson, Md. State Board of Elections
For the State Board of Election Defendants

2/14/2025

Date

EXHIBIT A – “The Election Map”²



² An address-searchable online map of the Illustrative Plan is available at: <https://online.caliper.com/mas-874-drp-290-ujr/map/lk47g7f2008tef1deip5>

Population Summary Report (2020 Census)

Proposed Settlement Plan

District	Population	Deviation	% Devn.	Adj_NH_Wht	Adj_NH_Wht [%]	Adj_NH_Blk	Adj_NH_Blk [%]
1	14,525	-365	-2.45%	4,719	32.49%	7,700	53.01%
2	14,405	-485	-3.26%	11,244	78.06%	1,745	12.11%
3	15,342	452	3.04%	4,185	27.28%	8,184	53.34%
4	15,007	117	0.79%	8,871	59.11%	3,670	24.46%
5	14,923	33	0.22%	9,736	65.24%	2,511	16.83%
6	15,195	305	2.05%	12,195	80.26%	1,213	7.98%
7	14,830	-60	-0.40%	9,560	64.46%	3,002	20.24%
Total Adj_Population:			104,227				
Ideal District Adj_Population:			14,890				