

**SETTLEMENT AGREEMENT & RELEASE**

This Settlement Agreement and Release (this “Settlement Agreement” or the “Agreement”) is by and among David Benham, Cities4Life, Inc., and Global Impact Ministries, Inc. (“Plaintiffs”), and Mecklenburg County (“Defendant”). Collectively, Plaintiffs and Defendant are referred to as the “Settling Parties.”

WHEREAS, Plaintiffs filed a civil action in the United States District Court for the Western District of North Carolina, captioned *David Benham, et al. v. City of Charlotte, et al.*, Case No. 3:20-cv-232-GCM (the “Action”), in which Plaintiffs assert that their constitutional rights were violated by their stop, arrest, and detention, for participation in peaceful pro-life prayer and sidewalk counseling on property near A Preferred Woman’s Health Center of Charlotte, an abortion clinic located at 3220 Latrobe Drive, Charlotte, North Carolina 28211, on April 4, 2020;

WHEREAS, by and through this Settlement Agreement and Release, the Settling Parties desire to settle the Action and all disputes between them related to the remaining claims and defenses in the Action;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in this Settlement Agreement, the sufficiency and receipt of which are hereby acknowledged by the Settling Parties, it is agreed as follows:

1. The Effective Date of this Agreement is the date upon which this Agreement becomes fully executed.
2. Plaintiffs waive all claims to any damages arising out of this matter, except as set forth in Paragraph 4 below.
3. Defendant agrees that:

a. Regulation of Plaintiffs' peaceful advocacy on public sidewalks and public streets is governed generally by First Amendment law regarding free speech in a traditional public forum, such as *Reed v. Town of Gilbert* and *United States v. Grace*.

b. In any future proclamation, order, or similar emergency regulation relating to the COVID-19 pandemic issued or enacted by the County, the County will, as required by law, include an exemption substantially similar to the following: "Outdoor gatherings for the purpose of religious or spiritual worship, or for the purpose of engaging in First Amendment protected speech or assembly, shall not be prohibited, provided that all other measures for social distancing applicable to other similar activities are followed." This exemption will be interpreted to apply to Plaintiffs' activities of sidewalk prayer and related peaceful pro-life advocacy that Plaintiffs were engaged in on April 4, 2020.

c. Plaintiffs reserve the right to seek third-party discovery from the Defendant in the Action under Rule 45 of the Federal Rules of Civil Procedure if necessary to obtain information not available from the remaining parties. Defendant agrees to accept service of any subpoena Plaintiffs may issue in the Action by email to Defendant's counsel of record. Defendant further agrees not to object to any subpoena served by Plaintiffs in the Action on the grounds that it was formerly a party or seek to shift the cost of responding to such subpoena. However, nothing in this Agreement shall prevent Defendant from asserting any other objection it may have to a subpoena issued by Plaintiffs.

4. In full and final resolution of all claims Plaintiffs have against the County for any alleged damages, costs, or attorney's fees, Defendant shall pay the Plaintiffs the amount of Twenty-Thousand Dollars (\$20,000.00) (the "Settlement Payment"). The Settlement Payment

shall be made payable to Alliance Defending Freedom and forwarded to Plaintiffs' counsel within 30 days of the Effective Date of this Agreement.

5. Within five (5) business days after execution of this Agreement, Plaintiffs shall dismiss the Action, with prejudice, as to the Defendant.

6. Effective upon full execution of this Agreement, Plaintiffs (including any of their/its parents, subsidiaries, divisions, successors, assigns, affiliates, brother or sister companies, agents, officers, directors, insurers, reinsurers, employees and attorneys) forever, fully, and finally release and forever discharge Defendant (including any of Defendant's agents, officers, officials, employees, and attorneys) from any and all past or present claims, demands, obligations, actions, suits, causes of action, rights, damages, costs, expenses, interest, attorneys' fees, compensation and liabilities of any nature whatever based on a tort, contract, statute, regulatory scheme or other theory of recovery, in law or in equity and whether for compensatory, liquidated and/or punitive damages, whether matured or unmatured, whether at law or in equity, whether known or unknown as of the Effective Date, and whether liquidated or unliquidated, that Plaintiffs have, have had, or claims to have or have had, from the start of time until and including the Effective Date, with respect to or concerning the activities which occurred in Mecklenburg County on April 4, 2020, that constitute any of the facts or issues asserted in the Action, provided, however, that nothing herein shall be deemed to waive or prohibit the Plaintiffs' right to enforce the terms of this Agreement.

7. If the Defendant violates the terms of this Agreement, Plaintiffs, either individually or collectively, may institute a civil action seeking specific performance of the provisions of this Agreement and are entitled to reasonable attorneys' fees and costs should they prevail.

8. The Settling Parties represent to each other that the person executing this Settlement Agreement on each Party's behalf has full authority to bind that Party to the terms of this Settlement Agreement.

9. Excluding the Settlement Agreement Amount that represents a portion of Plaintiffs' attorney's fees, each Party to this Settlement Agreement shall bear his/its own costs and fees with respect to this Settlement Agreement and the Action.

10. This Settlement Agreement contains the entire agreement between the Settling Parties regarding the matters set forth in it and shall be binding upon and inure to the benefit of the representatives, successors, and assigns of each.

11. This Settlement Agreement shall be construed and interpreted in accordance with the laws of North Carolina without regard for its conflict rules. For purposes of construing this contract, the Settling Parties shall be considered to have jointly authored this Settlement Agreement. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to their fair meaning, and not strictly for or against any of the Settling Parties.

12. The Settling Parties warrant that each has carefully read this Settlement Agreement, that each of them knows and understands the contents and meaning hereof, that the terms hereof are contractual and not a mere recital, and signs the same voluntarily and without coercion, after opportunity to consult with legal counsel and with the intent to be legally bound thereby.

13. No waiver by any of the Settling Parties of any rights under any of the provisions of this Settlement Agreement, nor one or more failures of any of the Settling Parties to enforce any of the provisions of this Settlement Agreement shall thereafter be construed as a waiver of any provisions, rights, or privileges under this Settlement Agreement. No change or waiver of any

provision of this Settlement Agreement shall be valid unless the same is in writing and signed by all Settling Parties to this Settlement Agreement.

14. The Settling Parties agree that any dispute between them that relates to this Settlement Agreement, shall be brought in the United States District Court for the Western District of North Carolina, or if that Court does not possess subject matter jurisdiction over any such dispute, in the Superior Court for Mecklenburg County, North Carolina, and that any dispute related to this Settlement Agreement shall be governed by North Carolina law or applicable federal law.

15. The invalidity, illegality, or unenforceability of any provision or any part of any provision of this Settlement Agreement shall not affect or impair the validity, legality, or enforceability of any other provisions or part of any other provision. This Settlement Agreement supersedes all negotiations, whether oral or written, and statements made before or after its acceptance with respect to the Action.

16. The Settling Parties agree that this Settlement Agreement is a public document.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date written by their respective signatures.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Benham

GLOBAL IMPACT MINISTRIES, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Justin Reeder, President

CITIES4LIFE, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

MECKLENBURG COUNTY

By: Anna R. Diorio Date: 3/17/2013  
Name: Bena R. Diorio  
Its: County manager

By: [Signature]  
David Benham

Date: 7 (8-20)

GLOBAL IMPACT MINISTRIES, INC.

By: \_\_\_\_\_  
Justin Reeder, President

Date: \_\_\_\_\_

CITIES4LIFE, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: petty signatures


MECKLENBURG COUNTY

By: [Signature]  
Name: Bena R. Dorton  
Its: County manager

Date: 3/17/2023

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Benham

GLOBAL IMPACT MINISTRIES, INC.

By:  \_\_\_\_\_ Date: 3/23/2023  
Justin Reeder, President

CITIES4LIFE, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

MECKLENBURG COUNTY

By:  \_\_\_\_\_ Date: 3/17/2023  
Name: Anna R. Pioro  
Its: County manager