

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Plaintiffs Esther Sharps, Glenda Smith, Rico Johnson by and through his next friend Glenda Smith, Delray Fowlkes, Sr., Delray Fowlkes, Jr. by and through his next friend Delray Fowlkes, Sr., Wayne Blair, Brittany Janey, Dalanda Moses, James Alexander, Juan Perry, Terrell Downs, James Chase, and Isaac Watkins ("Plaintiffs") and Defendants the City of Annapolis ("The City") and Michael A. Pristoop ("Pristoop") (collectively, "the City Defendants") (Plaintiffs and Defendants are referred to herein collectively as "the Parties").

Recitals

WHEREAS, Plaintiffs commenced the below-referenced action in or about August 2009, alleging that the policy enacted by the Housing Authority for the City of Annapolis ("HACA") and enforced by the City Defendants of banning certain individuals from being on or near HACA property and subjecting those persons to criminal trespass charges (the "Policy") violated the Plaintiffs' rights under the United States Constitution, the Maryland Declaration of Rights, Maryland Common Law, and the United States Housing Act (the "Lawsuit"); and

WHEREAS, the City Defendants denied and continue to deny all of the allegations and claims made and brought by Plaintiffs and asserted affirmative defenses thereto; and

WHEREAS, Plaintiffs and the City Defendants recognize the uncertainties and costs of litigation, and now desire to resolve, compromise, and settle the claims and controversies between and among them, on the terms and conditions set forth below;

NOW THEREFORE, in light of the foregoing, and in consideration of the mutual promises and releases contained herein, the sufficiency of which is acknowledged to be binding;

Terms

It is agreed, by and between the Parties, as follows:

1. Within thirty (30) days of the return of the executed settlement documents to their attorneys, the Parties agree to execute all papers necessary to achieve the dismissal of the City Defendants, with prejudice, from the action filed in the Circuit Court for Anne Arundel County, Civil Case No. 02C09143799, entitled *Esther Sharps, et al., Plaintiffs, v. The Housing Authority of the City of Annapolis, et al.*

2. Within thirty (30) days of the return of the executed settlement documents to their attorneys but before the dismissal of the City Defendants from the case as described in Paragraph 1 of this Agreement, The City shall deliver to counsel for Plaintiffs a check in the amount of twenty thousand dollars (\$20,000) payable to the ACLU Foundation of Maryland, thirteen thousand dollars (\$13,000) of which will be in full and complete satisfaction of any and all claims for damages, compensation, and costs that each Plaintiff, and each child of each Plaintiff who brought a claim in the Lawsuit has or may have against the City Defendants which might have been brought in the Lawsuit, and shall be evenly distributed among each of the named Plaintiffs or their guardians such that each Plaintiff receives one thousand dollars (\$1,000), and seven thousand dollars (\$7,000) of which will be for attorneys' fees and litigation costs in full and complete satisfaction of all claims that the attorneys for Plaintiffs may have

concerning any aspect of this litigation and their representation of Plaintiffs in this action, including claims for costs, expenses, disbursements, and attorneys' fees.

3. The Parties understand that Plaintiffs have entered into a separate settlement agreement with defendant The Housing Authority of the City of Annapolis ("HACA") and that it is HACA's responsibility to amend the Policy in accordance with the terms of that separate settlement agreement.

4. Upon payment of the sums required to be paid hereunder, each Plaintiff – on behalf of him or her self and any other person who might have brought a claim through such Plaintiff with regard to the issues in the Lawsuit – releases the City Defendants from any and all past, present or future claims, demands, causes of action, damages, costs, expenses, and compensation of any nature whatsoever, whether based in tort, contract or any other theory of recovery, which they may now have, that are based on any claims brought in the Lawsuit pertaining to the Policy as then in place.

5. The release and discharge reflected in the preceding paragraph shall apply to the present and future representatives, attorneys, agents, insurers, servants, employees, affiliates, and successors in interest and assigns of The City.

6. Subject to the terms and conditions of this Settlement Agreement, the City Defendants release Plaintiffs forever from any and all past, present or future claims, demands, causes of action, damages, costs, expenses, and compensation of any nature whatsoever, whether based in tort, contract or any other theory of recovery, which they may now have, that are based on any claims brought in the Lawsuit.

7. This Agreement may be amended or modified only by a writing signed by or on behalf of the Parties or their respective successors-in-interest.

8. This Agreement and any documents incorporated by reference constitute the entire agreement among the parties and no representations, warranties or inducements have been made to any party concerning this Agreement, other than the representations, warranties, and covenants in such documents. Except as otherwise provided, each party shall bear its own costs.

9. This Agreement shall be binding upon, and inure to the benefit of, the heirs, executors and successors of any kind of the parties hereto.

10. No party may seek to enforce the settlement without first providing the other side notice of any alleged violation and a reasonable opportunity to cure the alleged violation and without meeting and conferring in good faith.

The undersigned represent that they have read and understood the terms of this Agreement prior to executing same.

ESTHER SHARPS
GLENDIA SMITH
RICO JOHNSON by and
through his Next Friend
GLENDIA SMITH
DELRAY FOWLKES, SR.
DELRAY FOWLKES, JR. by and
through his Next Friend
DELRAY FOWLKES, SR.
WAYNE BLAIR
BRITTANY JANEY
DALANDA MOSES
JAMES ALEXANDER
JUAN PERRY
TERRELL DOWNS
JAMES CHASE
ISAAC WATKINS

By: Esther Sharps
Esther Sharps

Dated: 9-21-10

By: Glenda R. Smith
Glenda Smith

Dated: 9-21-10

By: Delray Fowlkes
Delray Fowlkes, Sr.

Dated: 9-21-10

By: Wayne Blair
Wayne Blair

Dated: 9-21-10

By: Brittany Janey
Brittany Janey

Dated: 9-21-10

By: Dalanda Moses
Dalanda Moses

Dated: 9-21-10

By: James Alexander
James Alexander

Dated: 9-21-10

By: Juan Perry
Juan Perry

Dated: 9-21-10

By: Terrell Downs
Terrell Downs

Dated: 9-21-10

By: James Chase
James Chase

Dated: 9-21-10

By: Isaac Watkins
Isaac Watkins

Dated: 9-21-10

THE CITY OF ANNAPOLIS

By: _____

Dated: _____

MICHAEL A. PRISTOOP

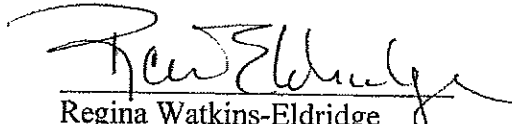
By: _____
Michael A. Pristoop

Dated: _____

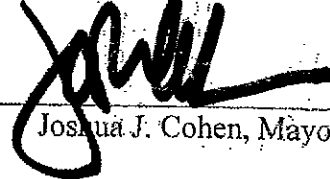
By: _____
Isaac Watkins

Dated: _____

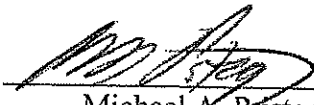
ATTEST:


Regina Watkins-Eldridge
City Clerk

THE CITY OF ANNAPOLIS

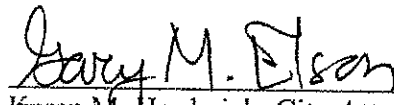
By: 
Joshua J. Cohen, Mayor

Dated: 10/4/10

By: 
Michael A. Pristoop

Dated: 10/4/10

Approved for Legal Sufficiency:


Karen M. Hardwick, City Attorney
(ASST)

Dated: 9-29-10