

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CAPITOL HILL BAPTIST CHURCH,

Plaintiff,

v.

MURIEL E. BOWSER, *et al.*,

Defendants.

Civil Action No. 20-2710 (TNM)

SETTLEMENT AGREEMENT AND RELEASE

Capitol Hill Baptist Church (CHBC) sued the District of Columbia and Mayor Muriel Bowser (collectively, the District), challenging the District's restrictions on gatherings at places of worship during the COVID-19 pandemic. The Parties now seek to settle, in full, all claims in *Capitol Hill Baptist Church v. Bowser*, Civil Action No. 20-2710 (TNM) (the Litigation), under the terms of this settlement agreement (the Agreement).

SETTLEMENT AND RELEASE

I. TERMS

1. The District has removed its COVID-19-related restrictions on gatherings in places of worship so CHBC is entitled to meet to worship indoors or out as currently provided for in the Mayor's Orders. The District agrees that it will not enforce any current or future COVID-19 restrictions to prohibit CHBC from gathering as one congregation in the District of Columbia. The District further agrees that, should it decide that new restrictions on religious gatherings are necessary during the current, or any future, COVID-19 (or variant thereof) public health emergency, it will not impose restrictions on CHBC that are more restrictive than the restrictions on comparable secular activities, as defined by the Supreme Court.

2. The District agrees to pay the two hundred twenty thousand dollars (\$220,000) (the Settlement Amount) to plaintiff's counsel—\$210,000 by electronic transfer to WilmerHale and \$10,000 by electronic transfer to First Liberty Institute—in full satisfaction of all attorney's fees and costs incurred by plaintiff's counsel in their representation of plaintiff in this matter. Plaintiff agrees to assign these attorney's fees to Wilmer, Cutler, Pickering, Hale and Dorr, LLP and First Liberty Institute.

3. CHBC will file the Notice of Voluntary Dismissal, attached to this settlement agreement as Exhibit A, within two business days of the execution of this Agreement.

II. RELEASE

4. This Agreement reflects the full and final settlement of all CHBC's claims, including attorney's fees and costs incurred and invoiced by CHBC's counsel, in the Litigation.

5. CHBC, on behalf of itself and its members, heirs, executors, administrators, and assigns, releases and forever discharges the District and its current and former officers, agents, servants, employees, and attorneys from all actions, damages, claims, and demands arising out of or in any way relating to the claims in the Litigation.

6. Through this Agreement, the District and its officers, agents, servants, employees, and attorneys, release and forever discharge CHBC, its members, heirs, executors, administrators, and assigns from all actions, damages, claims, and demands arising out of or in any way relating to plaintiff's request for attorney's fees and costs associated with the claims in the Litigation.

7. The Parties understand and agree that the Settlement Amount will be paid by the District of Columbia.

III. SCOPE OF AGREEMENT

8. Nothing in this Agreement is an admission of liability, duty, or wrongdoing by any Party or an admission that any policy, practice, or procedure of the District, its officers, officials, employees, attorneys, agents, and servants, at any time or in any way, violated federal or District of Columbia law. The District denies all liability and all factual claims asserted by CHBC.

9. This Agreement creates no obligations or duties on the Parties or the District other than as stated specifically in this Agreement. This Agreement does not create any right that can be relied upon or enforced by any individual who is not a party to this Agreement. The Parties stipulate, agree and acknowledge that this Agreement is not intended to create any third-party beneficiaries.

10. The Parties agree that this Agreement constitutes the entire agreement between the Parties regarding settlement terms and CHBC's attorney's fees and costs in this Litigation and supersedes any oral or written communication regarding this Agreement. This Agreement may not be altered, amended, modified or otherwise changed except by a writing duly executed by the Parties.

11. The Parties agree that neither this Agreement nor the payment of the Settlement Amount shall be subject to assignment.

12. If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated here is not affected in any manner materially adverse to any Party. Upon such a determination that any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in

good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated here are fulfilled to the extent possible.

13. This Agreement shall be governed by the laws of the District of Columbia.

14. The District does not object to this Agreement being enforced by an action in the District Court for the District of Columbia or under Judge Trevor N. McFadden specifically.

15. This Agreement shall be construed without regard to any presumption or other rule of law requiring construction against the Party who drafted it.

16. The undersigned representatives of the Parties certify that they are fully authorized to enter into and to execute the terms and conditions of this Agreement and to make the Agreement fully and legally binding upon and enforceable against every Party on whose behalf they have executed the Agreement. CHBC's counsel further represents that he executes this Agreement knowingly and voluntarily, that no promise or inducement not expressed in the Agreement has been made, and that this Agreement was freely negotiated and executed without fraud, duress, or coercion, and with full knowledge of its significance, effects, and consequences. The individual signing for the District of Columbia is its official, acting within the scope of his authority. The Parties stipulate, agree and warrant that they will not challenge or contest in any way the capacity or the authority of any Party to make the agreements, covenants and stipulations.

17. Provided that all Parties execute a copy of this Agreement, the Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission, electronic mail, or other comparable means. This Agreement shall be deemed fully executed and entered on the date of execution by the last signatory.

IV. PAYMENT

18. Within 30 days of the execution of this Agreement and the District's receipt of an executed IRS W-9 form from the plaintiff or its counsel, the District will pay two hundred twenty thousand (\$220,000) (the Settlement Amount) to plaintiff's counsel: \$210,000 by electronic transfer to WilmerHale and \$10,000 by electronic transfer to First Liberty Institute.

For Plaintiff:



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For Defendant:

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Fernando Amarillas

FERNANDO AMARILLAS
Acting Deputy Attorney General
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Date:

7/8/2021

Date:

July 8, 2021



Jamie Dunlop

Associate Pastor
Capitol Hill Baptist Church

Date:

7/8/2021

EXHIBIT A

**UNITED STATES DISTRICT COURT
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NOTICE OF VOLUNTARY DISMISSAL

The Parties having reached a full and final settlement of this matter, plaintiff, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(i), voluntarily dismisses this action.


Dated: Date tk, 2021.

Respectfully submitted,

/s/ Matthew T. Martens
Matthew T. Martens ([REDACTED])
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Matthew E. Vigeant ([REDACTED])*
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