UNITED STATES DISTRICT COURT DISTRICT OF MARYLAND

CENTRO TEPEYAC, Plaintiff)	
1 familif)	
)	
v.)	Civil Action Number
)	8:10-CV-1259-DKC
)	
MONTGOMERY COUNTY, et al.,)	
· · · · · · · · · · · · · · · · · · ·	(
Defendants)	
)	

NOTICE OF SETTLEMENT OF REMAINING ISSUES

Plaintiff hereby gives notice that the remaining matter in this case—Plaintiff's petition for costs and attorneys' fees—has been settled by the parties in the amount of \$374,999 that the County paid to Plaintiff and its attorneys in lieu of litigating a fees petition. Therefore Plaintiff will not be filing such petition, and the case may be closed.

Respectfully submitted,

CENTRO TEPEYAC by its attorneys,

s/ Matthew S. Bowman

Mark L. Rienzi The Catholic University of America 3600 John McCormack Road NE Washington, DC 20064 (202) 319-4970

Matthew S. Bowman Alliance Defending Freedom 801 G Street NW Washington, DC 20001 (202) 393-8690

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND (Southern Division)

CENTRO TEPEYAC *

Plaintiff *

*

v. * Case No.: DKC 10 CV 1259

*

MONTGOMERY COUNTY, et al.

*

Defendants *

RELEASE AND SETTLEMENT AGREEMENT

On May 19, 2010, Centro Tepeyac filed a lawsuit challenging a Resolution enacted by the Montgomery County Council, sitting as the Board of Health. On March 7, 2014, the United States District Court for the District of Maryland granted Centro Tepeyac's motion for summary judgment. On March 26, 2014, the District Court entered a final order enjoining the County from enforcing the Resolution and awarding nominal damages of \$1 to Centro Tepeyac.

Pending before the District Court is Centro Tepeyac's claim for attorneys' fees and costs. The parties have agreed to settle Centro Tepeyac's claims for attorneys' fees and costs, and to provide for the \$1 nominal damages payment as described below.

For the sole consideration of Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) paid to Centro Tepeyac and its attorneys, on behalf of the Defendants, Montgomery County, Maryland and the Montgomery County Council, Centro Tepeyac hereby releases, and forever discharges the Defendants and their officers, legal representatives, agents, servants and employees, for its claims for attorneys' fees and costs, and its claim for nominal damages, related to the above-captioned matter. This release and discharge does not release the injunction described above, which the District Court granted, but it does release all claims for

attorneys' fees and costs in obtaining that injunctive relief. This release and discharge does not affect future claims, as may arise in relation to a new or amended ordinance, or if the County violates the injunction described above. The \$375,000 shall be paid as follows: \$1 nominal damages paid directly to Centro Tepeyac, and the remainder paid directly to Centro Tepeyac's attorneys as they shall hereafter direct.

I, Mariana Vera, as a representative of Centro Tepeyac, am authorized to execute this Release and Settlement Agreement on behalf of Centro Tepeyac and I authorize the Defendants to pay the attorneys' fees directly to Centro Tepeyac's attorneys.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 20 day of
May , 2014.
Witness Hallan Vera Centro Tepeyac Mariana Vera
STATE OF Mary land) COUNTY OF Montformery)
COUNTY OF Mont-famery)
I HEREBY CERTIFY THAT ON THIS 30 DAY OF May, 2014,
I HEREBY CERTIFY THAT ON THIS 30 DAY OF 1914, 2014, before the subscriber, a Notary Public of the Work Romen County, in and
for the said jurisdiction, personally appeared Manigne Vera and to me personally known to be
the signer and sealer of the foregoing Release and Settlement of Claim Agreement and
acknowledged that she voluntarily executed the same for the purposes and consideration therein
expressed. Ala Roll
Notary Public / / /
My Commission Expires: 09/17/2017

ATIF UR REHMAN

NOTARY PUBLIC STATE OF MARYLAND

My Commission Expires September 17, 2017