

EXHIBIT 2

SETTLEMENT AGREEMENT AND RELEASE

I. Introduction and Definitions

1. This Settlement Agreement and Release (“Agreement”) is entered into this 22 day of September, 2021, by Plaintiff All Muslim Association of America, Inc. (“AMAA”), and Defendants Stafford County, Virginia and the Stafford County Board of Supervisors¹ (together, the “County” and collectively with AMAA, the “Parties”), through their authorized representatives to resolve AMAA’s allegations against the County concerning the action pending in the United States District Court for the Eastern District of Virginia captioned *All Muslim Association of America, Inc. v. Stafford County, et al.*, Case No. 1:20-CV-00638 (LMB)(JFA) (the “Action”).

2. It is the desire and intent of each of the Parties to resolve fully and finally the Action and all claims and defenses asserted thereunder, and to end this Action.

3. The Action concerns AMAA’s proposed development of a cemetery at 1508 Garrisonville Road in Stafford County, Virginia (the “Proposed Cemetery”). AMAA alleges that the County’s actions precluded AMAA’s Proposed Cemetery in violation of federal and state law.

4. The County fully denies the allegations set forth in the Action.

5. The term “Released Claims” includes any and all asserted or potential claims, demands, damages, actions, causes of action, obligations, debts of whatsoever kind or nature, known or unknown, which arise or may arise, or which arose or may have arisen, as a result of,

¹ Defendants represent that Stafford County Board of Supervisors can, pursuant to state law, only take action upon a vote as a collective body.

or in any way growing out of or damages incurred as a result of the AMAA's attempt to establish its Proposed Cemetery as of the execution of this Agreement, whether or not they are in contemplation at the present time. Released Claims specifically include, but are not limited to, any and all claims for compensatory or punitive damages or attorneys' fees and costs and expenses, including but not limited to any claims based upon alleged violations arising under (1) the United States or Virginia Constitutions, (2) 42 U.S.C. § 1983, *et seq.*, (3) 42 U.S.C. § 1988, *et seq.*, (4) 42 U.S.C. § 2000cc, or (4) any other federal or state statute or regulation or the common law.

6. The term "Site Plan" refers to the site plan submitted by the AMAA for the Proposed Cemetery, which was approved by the County on July 9, 2021.

7. In consideration of approval of the Site Plan and monies to be paid, the mutual promises made hereunder, and other good and valuable consideration, the undersigned Parties agree that this matter/Action should be resolved as follows:

II. Material Terms of Settlement

8. On July 9, 2021, the County approved the Site Plan submitted by AMAA for the Proposed Cemetery.

9. The County agrees that it shall not delay or hinder the reasonable review and approval of any AMAA applications or requests related to the AMAA's establishment of the Proposed Cemetery that conform with local, state, and federal law. The County agrees that it shall not assist, other than as required by law, directly or indirectly, in any third-party action against the AMAA regarding the Proposed Cemetery.

10. The County affirms its commitment to the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, *et seq.*, and states that it does not discriminate on the basis of religion. The County reaffirms that it treats all applications and applicants equally. The County does not discriminate against religion, or on the basis of race, sex, age, national origin, or disability, in its planning, permitting, utilities, and land use processes.

11. The County agrees to compensate AMAA for the AMAA's out-of-pocket expenses, to resolve all claims or potential claims concerning the Proposed Cemetery. Thus, within 30 business days of the execution of this Agreement, the County will pay Five Hundred Thousand Dollars (\$500,000) to AMAA by check made payable directly to "All Muslim Association of America, Inc."

12. The County and AMAA shall publicly state as follows:

The County, its Board of Supervisors and AMAA are pleased to resolve this matter without further litigation. The County has approved AMAA's application to establish a cemetery on its property at 1508 Garrisonville Road. This matter has been resolved in the spirit of compromise and good will.

The County satisfies its obligation under this subsection by attaching this Agreement to a Board of Supervisors resolution ratifying this Agreement which will be recorded in the Board minutes.

13. In consideration of the above, and within five (5) business days of the County's action as described in Paragraph 11 *supra*, the Parties will jointly move the Court for an order that (1) dismisses this Action with prejudice; (2) incorporates the terms of this Agreement into the Court's dismissal order; (3) reserves the Parties' rights to reopen the judgment in the event of breach of this Agreement; and states that (4) the Court will retain jurisdiction during the duration of this Agreement to enforce this Agreement with respect to the AMAA and the County.

14. As of the date of receipt of this Compensation Amount, AMAA releases, acquits and forever discharges the County, which includes members of the Board of Supervisors and staff, acting in their official employment and/or elected capacity, from all Released Claims, including any and all claims that were or could have been raised in the Action.

15. At the same time, the County releases, acquits and forever discharges the AMAA, which includes members of the AMAA Board of Directors and AMAA staff, acting in such respective capacity, from all Released Claims, including any and all claims that were or could have been raised in the Action.

III. Other Provisions

16. This Agreement is a compromise and settlement of alleged claims, and the terms and provisions of this Agreement shall not be construed as an admission of liability. The County expressly denies any and all liability, and merely intends to avoid further litigation.

17. This Agreement shall bind and inure to the benefit of the Parties and respective heirs, personal representatives, successors, agents, and assigns, each acting in their official capacity, and shall be governed by and construed in accordance with the laws of the United States and Virginia, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance and enforcement. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any provisions hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or any such time in the future of such provision or any provision hereof. The Parties agree to take all actions necessary to carry out their obligations under this Agreement.

18. This Agreement shall constitute the sole and entire agreement between AMAA and the County with respect to the matters covered hereby and supersedes any prior or contemporaneous agreement, understanding, or undertaking, written or oral, by or between the Parties regarding such matters. No term or provision of this Agreement may be varied, changed, modified, waived, discharged, or terminated orally, except by written agreement of the Parties.

19. This Agreement is only between the AMAA and the County and does not create any new rights or impact any current rights for third-parties.

20. Each of the Parties represents that, prior to signing this Agreement, it has read the Agreement, consulted with its counsel with respect to all of the terms and conditions contained herein, and understands such terms and conditions. Each of the Parties accepts this Agreement as their own free and voluntary act, without duress, and intends to be legally bound by it. This Agreement is made without reliance upon any statements or representations by AMAA, the County, or their representatives that are not contained therein.

21. AMAA accepts payment of the sum specified in this Agreement (Compensation Amount) as the complete and final settlement of matters involving the Released Claims and the Action. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

22. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of or compliance with this Agreement prior to initiating any court action.

23. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Virginia. For purposes of construing

this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

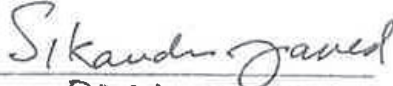
24. The Parties agree that they will vigorously defend this Agreement to the fullest extent against any legal challenges or appeals by any third party. In the event that this Agreement or any of its terms are challenged in a court other than the United States District Court for the Eastern District of Virginia, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Eastern District of Virginia.

25. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

26. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and any provision so determined invalid or illegal shall be stricken from the Agreement.

ALL MUSLIM ASSOCIATION OF
AMERICA, INC.

DATED: 9-22-2021


PRESIDENT

STAFFORD COUNTY, VIRGINIA AND
STAFFORD COUNTY BOARD OF
SUPERVISORS

DATED: 9-21-2021


County Administrator