

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

REDEEMER FELLOWSHIP OF)	
EDISTO ISLAND,)	
)	
Plaintiff,)	
v.)	Case No. 2:18-cv-02365-DCN
)	
TOWN OF EDISTO BEACH,)	
SOUTH CAROLINA)	
)	
Defendant.)	
_____)	

JOINT CONSENT DECREE

WHEREAS, this case involved claims by Plaintiff Redeemer Fellowship of Edisto Island under 42 U.S.C. § 1983 concerning the Plaintiff’s right to freedom of speech, the free exercise of religion, equal protection, and due process of law under the First and Fourteenth Amendments to the United States Constitution, seeking permanent injunctive relief as well as a declaratory judgment and damages;

WHEREAS, Plaintiff Redeemer Fellowship and Defendant Town of Edisto Beach (collectively, the “Parties”) agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter is intended to avoid expensive and protracted litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

THEREFORE, with the consent of the Parties, it is ORDERED, ADJUDGED, and DECREED as follows:

I. JURISDICTION

For purposes of entry and enforcement of this Consent Decree, the Parties agree that the Court retains jurisdiction over this action and may issue such further orders or directions as may be necessary or appropriate to enter, construe, implement, modify, or enforce the terms of this Consent Decree, including resolving any disputes arising under this Consent Decree, and for granting any further relief as the interests of justice may require. The Parties agree to provide written notice to all counsel of record of their intent to seek judicial relief regarding any dispute arising from this Consent Decree, no less than five (5) days prior to filing for relief with the Court.

II. COVENANTS BY DEFENDANT

1. Defendant Town of Edisto Beach covenants that on December 13, 2018, the Town adopted Resolution 2018-R31, which rescinded the prohibition in the Town's Facility Use Guidelines on using the Edisto Beach Civic Center for the purpose of "religious worship services."

2. Defendant Town of Edisto Beach covenants that it will not reinstate any prohibition on "religious worship services" at the Edisto Beach Civic Center.

3. Defendant Town of Edisto Beach covenants that it will treat "religious worship services" on equal terms with other community groups and uses in its Civic Center policies, including its Facility Use Guidelines.

III. COVENANTS BY PLAINTIFF

In consideration of the covenants by the Defendant Town of Edisto Beach, Plaintiff Redeemer Fellowship covenants to dismiss with prejudice any and all claims against the Town asserted in its Verified Complaint of August 27, 2018, in the above-captioned

Redeemer Fellowship of Edisto Island v. Town of Edisto Beach, South Carolina, case number 2:18-cv-02365-DCN in the United States District Court for the District of South Carolina.

IV. ATTORNEYS FEES AND COSTS

Defendant Town of Edisto Beach covenants to pay to Plaintiff Redeemer Fellowship \$3,112.85 in compensatory damages. Defendant further covenants to pay to Plaintiff's attorney, Alliance Defending Freedom, the amount of \$50,000.00 in attorney's fees and costs.

V. EFFECT OF SETTLEMENT

Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. Each of the Parties expressly reserves any and all rights, defenses, claims, demands and causes of action which each party may have with respect to any matter, transaction or occurrence relating to any person not a party hereto.

VI. ENTIRE AGREEMENT

This Consent Decree is the entire agreement between Plaintiffs and Defendants. All prior conversations, meetings, discussions drafts and writings of any kind are specifically superseded by this Consent Decree.

VII. EFFECTIVE DATE

The effective date of this Consent Decree shall be the date upon which it is entered by the Court. If for any reason the District Court does not enter this Consent Decree, the Consent Decree shall not become effective.

VIII. MODIFICATIONS

This Consent Decree shall not be modified or amended except by mutual written consent of all Parties, with approval of the Court.

XI. REPRESENTATIVE AUTHORITY

Each undersigned representative of the Parties to this Consent Decree certifies that he or she is fully authorized by the party to enter into and execute the terms and conditions of this Consent Decree, and to legally bind such party to this Consent Decree. By their representative's signature below, the Parties consent to entry of this Consent Decree.

s/ Drew Hamilton Butler
Drew Hamilton Butler (Federal ID # 8083)
171 Church St., Suite 150
Charleston, South Carolina 29401

Attorney for Defendant Town of Edisto Beach, South Carolina

s/ Christiana M. Holcomb
Christiana M. Holcomb
DC Bar # 176922
ALLIANCE DEFENDING FREEDOM
440 First Street NW, Suite 600
Washington, D.C. 20001

s/ Matthew Gerrald
Matthew Gerrald
SC District Court ID # 10055
BARNES, ALFORD, STORK & JOHNSON, LLP
1613 Main Street
Columbia, SC 29201

Attorneys for Plaintiff Redeemer Fellowship

ORDER

UPON CONSIDERATION OF THE FOREGOING, the Court finds that this Consent Decree is fair and reasonable, both procedurally and substantively, consistent with applicable law, in good faith, and in the public interest. THE FOREGOING Consent Decree is hereby APPROVED.

There being no just reason for delay, the Court expressly directs, pursuant to Rule 54(b), Fed.R.Civ.P., ENTRY OF FINAL JUDGMENT in accordance with the terms of this Consent Decree.

DONE and ORDERED this _____ day of _____, 2019.

David C. Norton
U.S. DISTRICT JUDGE