

**Exhibit “A”**

Stipulated Settlement Agreement

Finn, et al. v. Cobb County Board of Elections and  
Registration, et al.

US District Court N. D. Ga.

CAF 1:22-cv-2300

KAREN FINN, DR. JILLIAN FORD,  
HYLAH DALY, JENNE DULCIO,  
GALEO LATINO



WHEREAS, on September 9,

WHEREAS, Plaintiffs seek prospective declaratory and injunctive relief in advance of the 2024 election cycle;

WHEREAS, Election Defendants, as neutral election administrators who run elections using local redistricting maps, but do not participate in the process of drafting, approving, adopting, or enacting them, decline to take a position in support of or against the School Board District Map and desire that any resolution of this matter require the Plaintiffs to prove the merits of their claims to the Court;

WHEREAS, Plaintiffs believe they are likely to succeed on the merits by showing that race predominated in the drawing of the challenged districts of the School Board Districts





- 6) If a new remedial map is approved by the Court as the result of MPI, the Parties agree that map will serve as the district lines for Cobb County Board of Education elections in the 2024 election cycle.<sup>3</sup>
- 7) If a new remedial map is approved by the Court as the result of the Parties shall enter into a Consent Agreement no later than 30 days after the Court approves a new remedial map to ensure that the new remedial map is put into place until the next redistricting cycle, or as otherwise required by law. The Parties may agree to modify the number of days in which to enter into a Consent Agreement. No later than 30 days after entering into such a Consent Agreement, the Parties will file a Joint Motion to Approve the Stipulated Settlement Agreement to approve the Consent



dispositive motions with Plaintiffs to effectuate this or subsequent agreements shall not be subject to this provision.

- 9) Election Defendants shall not file a response to any other motions by third parties or potential third parties in this action, including but not limited to

terms

**E. No Admission of Liability**

- 14) The Parties agree that the execution of this Agreement is done solely for the purposes of compromise, to eliminate the burdensome expense of further litigation, shall conserve the use of public resources, and does not constitute, and shall not be con

Agreement have been duly authorized by all necessary stakeholders on its part,  
that this Agreement is a valid and binding obligation of

the same instrument. Each signatory to this Agreement may execute this Agreement by email of a scanned copy of the signature page, which shall have the same force and effect as if

26) Paragraph headings contained herein are for purposes of organization only and do not constitute a part of this Agreement.

DATED this 13th day of October, 2023.

/s/ Daniel W. White

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/s/

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