

**COLUMBUS COUNTY BOARD OF COMMISSIONERS  
SPECIAL CALLED MEETING  
Thursday, October 28, 2021  
10 A.M.**

The Honorable Columbus County Commissioners met on the above stated date and time at the Dempsey B. Herring Courthouse Annex, 112 West Smith Street, Whiteville, North Carolina 28472, for the purpose of conducting the Special Called Meeting to discuss Redistricting.

**COMMISSIONERS PRESENT:**

Ricky Bullard, **Chairman**  
Jerome McMillian, **Vice Chairman**  
Chris Smith  
Giles E. Byrd  
Lavern Coleman  
Brent Watts  
Charles T. McDowell

**APPOINTEES PRESENT:**

Eddie Madden, Jr., **County Manager**  
Boyd Worley, **Board Attorney**  
Amanda B. Prince, **Staff Attorney/Clerk to Board**  
Jay Leatherman, **Finance Director**

**Agenda Items #1, #2 and #3: MEETING CALLED to ORDER, INVOCATION and PLEDGE of ALLEGIANCE:**

At 10:00 A.M. Chairman Ricky Bullard called the Thursday, October 28, 2021 Special Called Meeting to order. The invocation was delivered by Commissioner Brent Watts. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Chris Smith.

**Agenda Item #4: PRESENTATION and APPROVAL – REDISTRICTING due to the 2020 CENSUS:**

Craig Schauer with Brooks Pierce made a presentation to the Commissioners on redistricting in the County due to changes in population shown by the 2020 Census.

**Attorney Craig Schauer** stated the following:

- Thank you for having me, I've prepared a presentation to help walk us through the topics of discussion today.
- It will provide a brief introduction of myself and my firm, the law that governs the process of redistricting and then we will discuss some initial statistics pulled from the Census data; we have some questions about their accuracy.
- I'd particularly like to discuss those questions with the Commissioners because you're much more familiar with the county and whether or not those numbers add up.
- My objective is to make sure we comply with the laws so that the districts you put in place don't invite a lawsuit.
- I will always advise to let's take the more conservative route whenever it's practical, so our recommendation is that you follow the 5% Inequality test listed on page 5.
- On page 7, I put together an initial calculation of the populations of the districts.
- The first step is to determine whether or not the districts are out of balance, then we can see if redistricting is even an option.
- We relied on a demographer, John Morgan, to pull the Census data for Columbus County and help us figure out if there was substantial inequality.
- The first thing Mr. Morgan noticed after he ran the numbers was District VII being 35% lower than what the average is and then District I's numbers being so high.
- That's a startling change in population for District VII.
- So I would welcome some discussion among the Commissioners about your thoughts of the numbers, starting with District VII if we can because that's the district with the largest deviation.

**Commissioner McDowell** stated the following:

- That was extremely surprising to me.
- A little history on part of my district, we suffered two hurricanes and devastating flooding from Matthew in 2016 and Florence in 2018.
- We had a couple of small communities that were affected and yes we probably lost some population from Crusoe in particular, which was flooded with 8 feet of water from Florence and roughly 6 feet from Matthew.
- However, living in my district daily, I can promise you my district has not lost a third of its population.
- The loss of population from the areas affected by the hurricanes still wouldn't amount to the population loss you're reporting, so I question the accuracy of the data.

-If you go back and those numbers are correct then what I consider to be a major cause of that is people did not fill out the Census, but I can promise you and everyone on this Board that we have not lost that degree of population in my district.

**Attorney Craig Schauer** stated the following:

-I will reach out to the law firm that worked with the county 10 years ago to see what the numbers were back then.

-I will also reach out to the Board of Elections and look up voter registration records and we can get a sense if there was a drastic shift in registered voters over the last ten years.

-First, I'll reach out to our demographer to have him double check everything to make sure the numbers aren't wrong on our end and what else we can do to verify them.

-So we obviously have concerns about District VII, but I also want to discuss District I.

-Do those numbers sort of fit your expectations or is that a surprising number for you as well?

**Vice Chairman McMillian** stated the following:

-The numbers are not that far off but I would not have thought we would be up 23% from 2016, especially with that end of the county being so hard hit with the flood and residents having to relocate to different locations outside of my district.

-And, as far as the Census, there were a lot of people that I'm aware of that just didn't bother to fill out the Census.

**Attorney Craig Schauer** stated the following:

-And, what about District VI?

**Chairman Bullard** stated the following:

-I don't know of any reason why my district would be below District I's.

-I know the town of Fair Bluff probably lost right at 1,000 people because of flooding and some of them moved into my district.

-My thoughts on the whole process is that I would love to see county-wide voting and you wouldn't have this problem.

**Attorney Craig Schauer** stated the following:

-The issue with an at-large election is, there is a consent decree in place as a result of a lawsuit from the 90s which requires separate districts.

-I was not a part of the lawsuit and I haven't fully studied it but I have worked on similar lawsuits and what we've found over the years is that you can have a minority population, a black population of say 20%, and if you say you'll have 7 Commissioners and it's at-large, the white population is large enough where they can consistently put in white Commissioners and prevent the minority population from having a single representative.

-So, under the Voting Rights Act, what they've said is that if you split the districts, then it always creates at least one or two districts that will allow minorities to have a representative on the Board.

-Candidly, I don't think we have the option of county-wide voting because it creates complications under the Voting Rights Act.

**Commissioner Smith** stated the following:

-I think the most accurate way to get data for our county is to contact our Board of Elections and get a count of registered voters.

**Attorney Craig Schauer** stated the following:

-The only issue with that is that it wouldn't count unregistered voters and children and the Census takes all of those individuals into account.

**Commissioner McDowell** stated the following:

-Another source, if you're trying to find a way to identify individual groups within the county, is to contact the Board of Education to see if their student population decreased by a third, or increased in other districts.

**Attorney Craig Schauer** stated the following:

-That's a good point so we could see for instance in District VII if there was a decrease in voting population as well as school registration.

-Similarly we could look at District I and VI and see if there was a big increase and if there was not then that would certainly cast a lot of doubt on these figures.

-So, next I think we should discuss what would happen if we determine that you do need to redistrict.

-I want to talk about the laws governing redistricting.

-On page 8, it lists what the Commissioners can and cannot consider when redrawing districts.

-Based on the Consent Decree on the populations in this county, should we redistrict, race would have to be considered.

-Based on the statistics you have to draw at least one minority district, possibly two, or maybe one true minority district and then one that's a large plurality of minorities depending on the demographics at the time.

-So, slide 10 discusses the process but because of the questions with the Census data I don't think we should discuss any potential changes to the map because we don't know if we need to redraw anything.

-What I would suggest is that we close up this portion of your meeting this morning and I have your directives to try to see if we can get some kind of corroboration on the accuracy or inaccuracy of the Census data.

-I will go through that process and once I learn something I will communicate it to Amanda and we'll go from there.

**Commissioner Byrd** stated the following:

-I was on the Board when the redistricting came about back in the 80s, about 1986.

-District I was zoned to be a predominantly black-recognized district.

-District III, which I represent, is basically split between Blacks, Indian and Caucasian, and neither had a real advantage at that time.

-So, if you go back and check the record, District I was set up to be a solid minority district and that is the district Jerome McMillian represents.

**Attorney Craig Schauer** stated the following:

-So Commissioner McMillian, according to the Census right now, your district is 56% white voting population and 37% black, which is well below a minority being the majority in your district.

-Based on your experience with the district and in light of the hurricanes, do you think there's been an adjustment based on race in terms of the people who might have left?

**Vice Chairman McMillian** stated the following:

-I thought the numbers were higher than that.

**Commissioner Smith** stated the following:

-We're living in the 21<sup>st</sup> Century, there's no way to see how many censuses were mailed to Columbus County and how many were returned?

**Attorney Craig Schauer** stated the following:

-There is a protest process where you can go to the Census and say we've had an issue with our data and we want you to recount/re-verify our information.

-It might be a process that, out of thoroughness, we would need to initiate.

**Board Attorney Boyd Worley** stated the following:

-We have some questions concerning the veracity of the numbers you presented pertaining to the Census.

-You indicated earlier that Duplin County was challenging this process and I was wondering if you could inform the Commissioners, if they were to challenge, how would that impact the deadline?

-Or what action would need to be taken to ensure they were in compliance?

**Attorney Craig Schauer** stated the following:

-If we were to do what Duplin County is doing, we would be headed into new territory.

-When the General Assembly drafted the statute this Summer, requiring Boards to pass resolutions adopting new maps by November 17<sup>th</sup>, it was with the assumption that the Census data would be accurate.

-If as of November 17<sup>th</sup>, the Board is not confident that there is substantial inequality, we have to let that day go by without drawing new maps.

**Board Attorney Boyd Worley** stated the following:

-Letting the deadline pass, and not saying we're doing that, would it require a resolution from this Board saying we have questions as it pertains to the Census data and we are making a finding that we have not found substantial inequality based on the numbers?

**Attorney Craig Schauer** stated the following:

-The statute only requires that you make a finding of substantial inequality.

-It does not require you make a finding of no substantial inequality, however, given the situation, I think we would discuss whether or not the Board should draft a resolution stating its concerns so that it's in the record why we did not adopt maps.

-So that if 5 months from now, new data shows up and there is tremendous confidence that there is an imbalance and we need to redistrict, we can explain why we didn't do so back in November.

-It would be something that we would discuss, but I think passing a resolution, though not required, would probably be a good practice.

**Board Attorney Boyd Worley** stated the following:

-You indicated you want a conservative approach to avoid litigation.

-I think this Board has been very insistent in saying we want to maintain transparency.

-The Census data is the default proxy.

-In other areas, if Census data is questionable, what is a reliable, alternative source that you have seen.

**Attorney Craig Schauer** stated the following:

-I don't have an answer for that question.

-I do know that Courts have said you don't have to rely on Census data, it's not required under the Constitution.

-But, what I haven't studied, is if you don't rely on Census data, what else could you rely on.

-In addition to trying to verify this data, we'll also look into if there is another body of easily accessible data that we can look at to determine whether or not you have to redistrict.



## COLUMBUS COUNTY REDISTRICTING

PRESENTED TO: BOARD OF COMMISSIONERS

October 28, 2021

### About Brooks Pierce

#### Our Firm

Brooks Pierce is a business law firm with offices in Greensboro, Raleigh and Wilmington, North Carolina. We serve businesses, government, non-profit institutions, trade associations and individuals. Brooks Pierce works with clients on a regional, national, and international level. The multi-faceted approach to the solutions offered by Brooks Pierce derives from the expertise resident in this firm. Our unique philosophy results in powerful analysis and effective solutions for our clients.

#### The Brooks Pierce Difference

- In contrast to the way many firms are organized, most of our lawyers are partners. This means that our partners are engaged directly in the day-to-day management of client matters and that matters are staffed efficiently.
- Our firm is not separated by inflexible practice groups. This gives us the ability to serve clients by creating teams across practice areas to best meet client needs.
- Our attorneys combine the experience and legal prowess of large national law firms with the responsive and relational client service of a smaller firm. We go out of our way to fully understand our clients' businesses and concerns.



### Awards and Honors



Brooks Pierce was named "North Carolina Law Firm of the Year" for litigation in 2016, 2017, 2018 and 2019 by *Benchmark Litigation*. The publication, which is the only ranking directory that focuses exclusively on litigation, also gave the firm a "Highly Recommended" score for 2021, and listed fourteen attorneys as "Litigation Stars."



Eight Brooks Pierce practice areas and 17 firm attorneys were ranked among the best in North Carolina in the 2021 edition of *Chambers USA: America's Leading Lawyers for Business*. The practice areas that received recognition were Antitrust, Bankruptcy/Restructuring, Corporate/Mergers & Acquisitions, Environment, Healthcare, Intellectual Property, Labor & Employment, and Litigation: General Commercial.



*U.S. News and World Report* gave Brooks Pierce tier-one rankings in 38 of its practice areas in their respective metropolitan areas in their 2021 edition of "Best Law Firms." The honored practice areas include Commercial Litigation, Corporate Law, Environmental Law, Government Relations Practice, Tax Law, and Trusts & Estates Law.



Seventy-three Brooks Pierce attorneys were recognized as industry leaders in their respective practice areas in the 2021 edition of *The Best Lawyers in America*®. Eight of our attorneys were also recognized as "Lawyer of the Year" in their respective practice areas.



## Craig Schauer

Complex Business Litigation, Election Law, and First Amendment

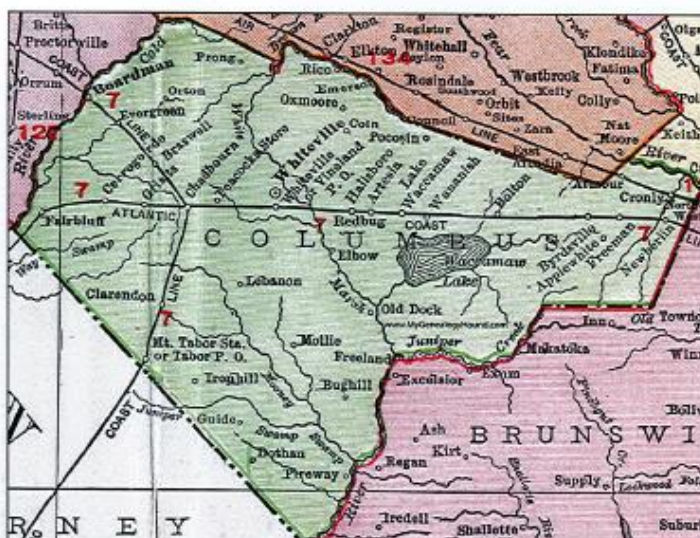


- Craig is a litigator whose practice focuses primarily on complex business disputes and regulatory matters; he has won trials, hearings, and motions before numerous courts, agencies, and other tribunals.
- In addition, he advises clients on how to form entities that will be politically active. He represents clients before the Board of Elections and the Ethics Commission in regulatory proceedings and confidential investigations.
- He also assists local and state governments in ensuring compliance with federal and state elections law, including the Voting Rights Act and other constitutional requirements.
- Law Clerk to the Associate Justice Paul M. Newby, Supreme Court of North Carolina, 2010-2011.
- Law Clerk to James C. Dever III, U.S. District Court, Eastern District of North Carolina, 2011-2012.
- J.D., Duke University School of Law, *magna cum laude*; Order of the Coif; Managing Editor of Law and Contemporary Problems; DeHoff/Arnold Endowed Law Scholar.
- B.A., University of North Carolina at Chapel Hill.

## Timeline for Redistricting

Critical Dates and Deadlines

- **August 16**
  - Initial Census data release (legacy file)
- **October 28**
  - Initial meeting with Board
- **November 17**
  - Statutory deadline for resolution\*
- **December 1**
  - Filing period opens
- **March 8, 2022**
  - Primaries



## Can You Redraw Your District Maps?

Substantial Inequality

- **Statutory basis for redistricting**
  - Commissioners: Section 153A-22 (finding of substantial inequality)
- **Substantial Inequality Tests**
  - Ten percent: 10% combined deviations of largest and smallest districts
  - Five Percent: Any district deviates by 5% from the ideal district (we will use this one)
- **Analysis**
  - Demographer has calculated deviations based on Census data
- **Resolution**
  - Board will pass resolutions with finding of fact of substantial inequality



## Can You Redraw Your District Maps?

Census data (under current plan)

District	Total Population	
	Population	Deviation
DISTRICT 1	8,896	23.0%
DISTRICT 2	6,368	-11.9%
DISTRICT 3	7,373	1.9%
DISTRICT 4	8,009	10.7%
DISTRICT 5	6,564	-9.2%
DISTRICT 6	8,773	21.3%
DISTRICT 7	4,640	-35.8%
<b>Total</b>	<b>50,623</b>	

<b>95%</b>	6,870
<b>Average</b>	7,232
<b>105%</b>	7,593

## Redistricting Considerations

Considerations when drawing new boundaries

- **Population Equality**
  - One person, one vote: substantial equality of district populations
- **Race**
  - Race cannot be a predominant factor for drawing lines
  - Except for when you must consider race to comply with the Voting Rights Act.
- **Section 2 of the Voting Rights Act**
  - Cannot dilute the voting power of minorities
  - Three preconditions: compactness; political cohesiveness; and majority bloc voting
  - Plus totality of the circumstances
- **Consent Decree**

## Redistricting Considerations (cont.)

Considerations when drawing new boundaries

- **Incumbency**
  - Avoid having incumbent members in same district
- **Political affiliation**
  - Federal courts: U.S. Constitution does not prohibit political gerrymandering
  - North Carolina courts: twice, three-judge panel has struck down legislative maps for political gerrymandering as violating the N.C. Constitution
- **Communities of interest**
  - Retaining political subdivisions: precincts and municipalities
  - Communities of interest: compact populations with similar social, economic, and political interests (e.g., neighborhoods)
- **Compactness and contiguity**
- **Retaining existing districts**



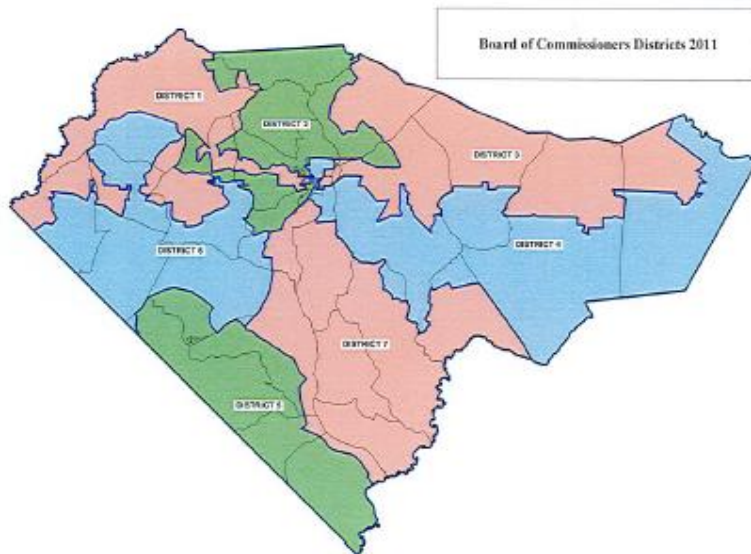
## Process

Where do we go from here?

- **Information in hand**
  - We have collected (1) map of current district, (2) map of precincts, and (3) incumbency information
- **Public involvement?**
  - No requirement, but benefits of transparency and inclusiveness.
- **Instruction from the Board**
- **Map presentation(s)**
- **Final resolution**
  - Due by November 17

## Current District Map

Boundaries of Current Districts

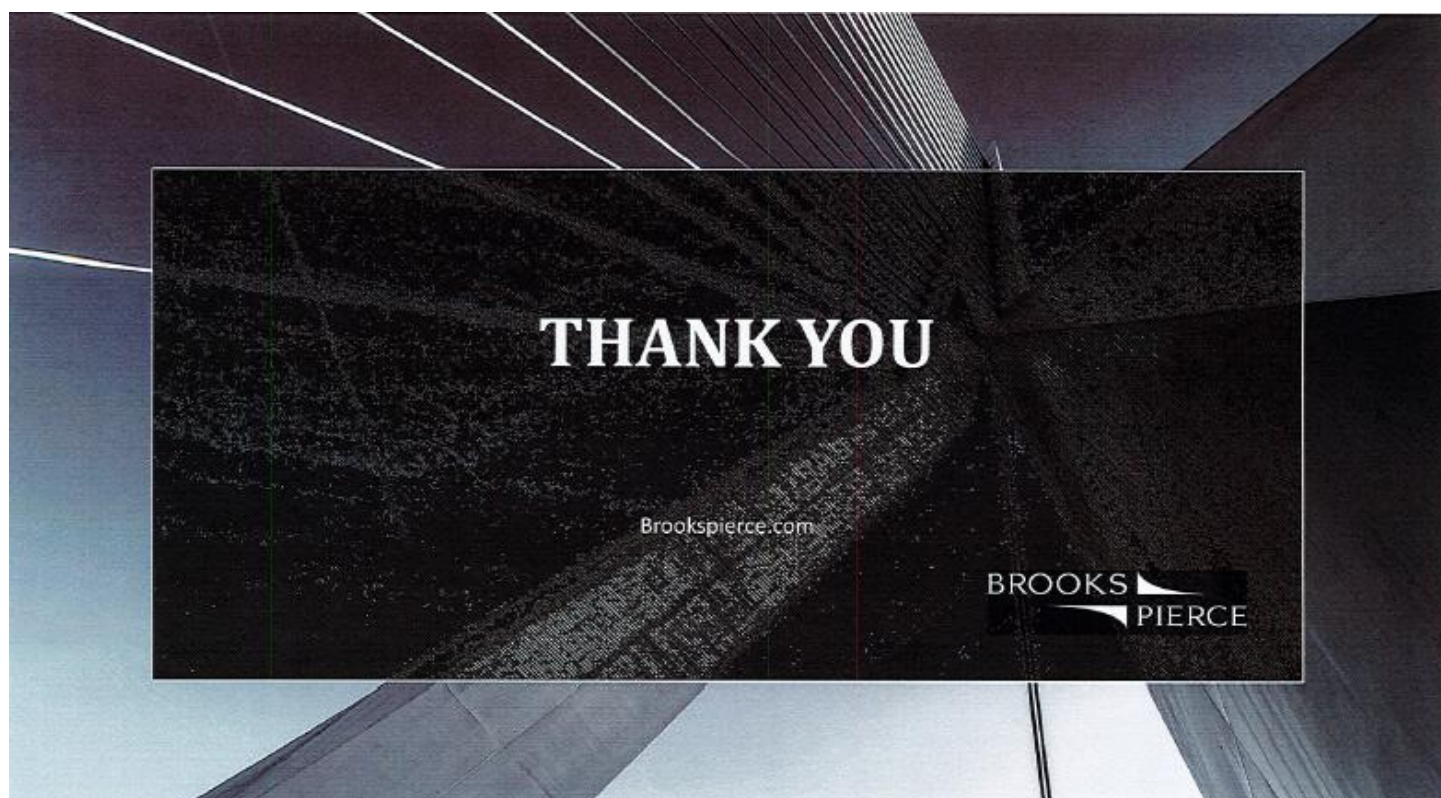


## Current District Map

Demographic Statistics

District	Total Population		Voting Age Population						
	Population	Deviation	Total	White	% White	Black	% Black	Hisp.	% Hisp.
DISTRICT 1	8,896	23.0%	7,003	3,960	56.5%	2,589	37.0%	199	2.8%
DISTRICT 2	6,368	-11.9%	5,191	3,348	64.5%	1,364	26.3%	231	4.5%
DISTRICT 3	7,373	1.9%	5,824	3,430	58.9%	1,186	20.4%	287	4.9%
DISTRICT 4	8,009	10.7%	6,250	3,716	59.5%	1,837	29.4%	272	4.4%
DISTRICT 5	6,564	-9.2%	5,189	3,357	64.7%	1,415	27.3%	214	4.1%
DISTRICT 6	8,773	21.3%	7,194	4,422	61.5%	2,273	31.6%	250	3.5%
DISTRICT 7	4,640	-35.8%	3,665	2,446	66.7%	828	22.6%	197	5.4%
<b>Total</b>	<b>50,623</b>		<b>40,316</b>	<b>24,679</b>		<b>11,492</b>		<b>1,650</b>	





### GENERAL TERMS OF REPRESENTATION

Brooks, Pierce, McLendon, Humphrey & Leonard, LLP (“we,” “us” or the “firm”) agrees to provide legal services in connection with the matter described in the accompanying letter (the “Engagement”), on the basis described therein and on the following terms and conditions (together the “Engagement Letter”):

**The Client.** Our client is the person(s) and/or entity(ies) so identified in the accompanying letter (hereinafter referred to as “you”). Individuals employed by, or associated with, you (including, for example, officers, directors, managers and members) are not also being represented by us, unless specifically agreed in writing. Such individuals may have or may develop interests which conflict with your interests and, in such event, they should retain separate legal counsel to advise them with respect to the Engagement. We assume no responsibility to inform or advise any third persons about matters related to this Engagement.

**Scope of Services.** You have retained us as counsel to represent you as your legal counsel in connection with the Engagement. Our representation will include advice, counsel and assistance as reasonably necessary to represent you with respect to the Engagement. Our legal services are restricted solely to representation in the Engagement, unless such scope is subsequently expanded by express written agreement between our firm and you. Unless otherwise specifically agreed in writing, the firm will not provide advice or services relating to the tax consequences of the Engagement.

**Cooperation.** So that we can represent you effectively, you agree to answer our inquiries, to disclose fully and accurately all material facts, and to keep us apprised of all material developments relating to the Engagement.

**Compensation.** Unless otherwise provided in the accompanying letter, our fees for the Engagement will be based primarily upon the hourly billing rates described in the accompanying letter and below. Other factors that may be considered in determining the total fees charged for the Engagement will include the responsibility assumed, the ease or difficulty of the legal and factual issues involved, any time limitations imposed by you or the circumstances, and any unforeseen circumstances arising in the course of our representation. Please speak with us at any time about any matter of concern to you with respect to the Engagement or our fees.

**Hourly Rates.** The accompanying letter names the attorney(s) who will be primarily responsible for providing legal services in connection with the Engagement. Other attorneys and paralegals may work on this matter as well, in which case we will aim to assign matters to the most efficient level of our firm’s resources. Hourly billing rates differ, depending generally on the individual’s experience and years of practice. Our firm reviews and adjusts our billing rates periodically, usually in January of each year. Upon any adjustment in our billing rates, you will be charged the adjusted rates.

**Reimbursable Expenses.** In addition to our fees, we require reimbursement for the costs and expenses incurred in performing legal services for you. Charges for these expenses will be billed in accordance with our “Policies for Charging Client Costs,” the current version of which is included in these General Terms of Representation.

**Monthly Billing.** Fees, costs, and expenses will be billed monthly. We send monthly statements for several reasons. First, they tell you the amount owed to us. They also contain a description of the services we have provided so that you can review the work that has been performed and thereby remain informed about the progress of the Engagement. Finally, our monthly statements allow you to keep track of legal costs as they are incurred.

If you have a question or concern about a statement, please let us know before the next statement is sent. Otherwise, payment is due upon receipt of our statement. Unless you are an individual and we are providing legal services for personal, family or household uses, statements not paid within thirty (30) days of the date shown on the statement are subject to an interest charge of eight percent (8%) per annum from the date of the statement. Our firm



reserves the right to postpone or defer additional legal services or discontinue the representation if monthly statements are not paid when due.

**Electronic Communications.** We may communicate with you or with others on your behalf by email, business messaging application, or text message; transmit and store electronic data via third-party document management services; or otherwise send electronic data in furtherance of our representation of you. The firm maintains reasonable security measures to keep such communications and data transmissions secure in accordance with our obligations under applicable law and the Rules of Professional Conduct. You understand and accept, however, that communications or data transmitted electronically may be subject to unauthorized access, corruption, or loss, notwithstanding reasonable security measures employed by the firm or our third-party vendors.

**Conflicts.** Our firm represents multiple clients, some of whom currently have or will in the future have contacts with you. Accordingly, to prevent any misunderstanding, and to preserve our firm's ability to zealously represent you and our other clients, we confirm the following understanding about certain conflicts of interest issues:

- Unless we have your specific agreement that we may do so, we will not concurrently represent another client in a matter which is substantially related to the matter in which we represent you and in which the other client is adverse to you.
- In the absence of a conflict as described above, you acknowledge that we will be free to represent any other client either generally or in any matter in which you may have an interest, so long as doing so does not impair our ability to represent you effectively.
- If at a later time you withdraw or modify this advance waiver in any material respect, you agree that at such time we shall have the right to withdraw our representation pursuant to this Engagement Letter.

**Estimates.** Although we may from time to time furnish, for your convenience, estimates of fees or costs that we anticipate will be incurred, these are estimates only. Unforeseen circumstances may, and often will, cause these estimates to be different from the amount billed. Any estimate we provide, therefore, is not a promise or an agreement to limit our charges to the amount estimated.

**Termination.** Unless otherwise provided in the accompanying letter, you have the right to terminate the engagement of our firm at any time upon written notice to us; however, you shall remain obligated to pay for all legal services rendered and costs and expenses paid or incurred on your behalf prior to our receipt of the termination notice.

**Withdrawal.** We expect and hope to represent you through the successful completion of the Engagement. Our firm may withdraw from continued representation if: you fail to honor the terms of this Engagement Letter; you fail to cooperate or follow our advice on a material matter; a conflict arises; or any other fact or circumstance develops that, in our view, would render our continuing representation unethical, unlawful or not as zealous as required by the Rules of Professional Conduct. If our firm withdraws from its representation, you agree to cooperate in taking all steps reasonably necessary to free our firm from any obligation to perform further services or incur further costs or expenses, including the execution of any documents required to complete the withdrawal. We will be entitled to be paid for all services rendered and costs and expenses paid or incurred on your behalf to the date of withdrawal or, if required, court approval of the withdrawal.

**Closed Files.** At the conclusion of our work, we will close our files. Documents in closed files are maintained at a secure off-site location for a period of time established by our file retention policy, after which they are destroyed. For most files, the current file retention policy allows destruction of closed files at the end of six (6) years from the date of closing. We encourage you, at the conclusion of our work, to request copies of any documents you want before the files are sent off-site.

**Related Proceedings and Activities.** If any claim is brought against us, or any of our personnel, based on alleged misconduct by you in connection with this Engagement, if we are asked to testify as a result of our representation, or if we must defend the confidentiality of your communications in any proceeding, you agree to pay us for any resulting costs, including our time, calculated at the hourly rate for the particular individuals involved, even if our representation has otherwise ended.

**Limited Liability Partnership.** Brooks, Pierce, McLendon, Humphrey & Leonard, L.L.P. is a North Carolina limited liability partnership. As a result, with certain possible limited exceptions, none of which may be applicable, our partners are not liable or accountable, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to our firm or another partner in our firm, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by our firm, by reason of being a partner or acting in the conduct of the business or activities of our firm.

**No Guarantee of Outcome.** We cannot and do not guarantee the outcome in any matter.

**Arbitration.** The firm and you agree that all claims, disputes and controversies between us over legal fees will be submitted to final binding arbitration. You recognize that, by agreeing to arbitration, you will be waiving any right to a jury trial and the extensive discovery rights typically permitted in judicial proceedings. Unless otherwise agreed or required by applicable jurisdictional requirements, the arbitration shall be initiated and conducted in accordance with the NC Revised Uniform Arbitration Act, the American Arbitration Association shall be the appointing authority, and the number of arbitrators shall be one.

**NOTICE: THIS ENGAGEMENT LETTER CONTAINS PROVISIONS REQUIRING ARBITRATION OF ALL CLAIMS, DISPUTES AND CONTROVERSIES. BEFORE YOU SIGN THIS ENGAGEMENT LETTER YOU SHOULD CONSIDER CONSULTING WITH ANOTHER ATTORNEY ABOUT THE ADVISABILITY OF MAKING AN AGREEMENT WITH MANDATORY ARBITRATION REQUIREMENTS. ARBITRATION PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. ALSO, YOU GIVE UP (WAIVE) YOUR RIGHT TO AN APPEAL, AND WILL BE REQUIRED TO PAY A PORTION OF THE ARBITRATION FEES. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.**

**Policies for Charging Client Costs.** Our Firm does not charge for routine in-house expenses incurred on the client's behalf (such as routine postage, faxes, routine photocopying, long-distance telephone calls and standard computerized research). Out-of-pocket costs and extraordinary in-house expenses, described below, are charged to clients. When our Firm retains third-party providers on your behalf, we may have those providers bill you directly for their services, or we may forward those bills to you for payment. In applying this policy, the Firm will invoice you for client costs, as follows:

All costs charged to the Firm by third parties and incurred on your behalf will be billed at the cost that the Firm is charged. Examples of these costs include:

- Third party charges for telephone conference calls;
- Filing fees with governmental entities;
- Depositions, court reporting and transcription services;
- Expert witness and consultant fees;
- Trial preparation expenses;
- Travel costs (airfare, hotels, meals, mileage, parking, and other expenses) incurred and reported on the Firm expense report;
- Third-party courier and overnight delivery services;



- Third-party document processing costs, such as copying of documents, scanning of documents, creation of databases, and coding of documents;
- Document retrieval and background check services;
- Computerized legal research not covered by the Firm's contract with its research provider; and
- Off-site document storage and database management services.

Other in-house expenses that are outside the scope of routine client expenses will be billed as follows:

- Large internal photocopy and print projects (in excess of 500 copies) are charged at \$.10 per page.
- Large mailings are charged at the actual postage cost (e.g., documents served on numerous parties in a civil case or a bankruptcy case).
- Driving deliveries by in-house firm couriers are charged at the current firm mileage reimbursement rate, plus \$10.00 per hour for deliveries outside the county of the originating office.
- Special office supplies (such as presentation binders, data storage devices, and materials for trial exhibits) that are purchased in connection with your representation are charged at the actual price of supplies purchased for you.
- Secretarial and other staff overtime allocated to clients is billed at the actual overtime paid.

**Entire Agreement.** This Engagement Letter supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between our firm and you. This Engagement Letter may be modified only by subsequent written agreement. You acknowledge that no promises have been made to you, other than those stated in this Engagement Letter.

**Partial Invalidity.** If any provision or portion of this Engagement Letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Engagement Letter will be severable and remain in effect.

**Applicable Law.** This Engagement Letter shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of North Carolina.

**Counterparts and Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed via "wet" signature or electronic mark and may be delivered using .pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means (including, without limitation, use of an electronic signature service such as DocuSign).

**Communication.** We encourage open communication concerning all matters, including this Engagement Letter and our fees. We want you to understand and to be satisfied with all of our efforts and with the fairness of our charges for the work we undertake on your behalf. If you have any questions about this Engagement Letter or if you ever have a question about a statement from our firm or the progress of our work, please call immediately. We will address your concerns fairly and promptly.

**MOTION:**

Commissioner McDowell made a motion to approve Mr. Schauer representing the Board, seconded by Vice Chairman McMillian. The motion unanimously passed.

**Agenda Item #5: APPROVAL of SETTLEMENT AUTHORITY and REPRESENTATION by AMANDA PRINCE in DOT LITIGATIONS for the WIDENING OF 701:**

Amanda Prince, Staff Attorney, will make appearances, provide the Court with amounts due the County for property taxes, and have authority to enter into settlements concerning properties subject to Eminent Domain litigation for the 701 Bypass widening.

**MOTION:**

Commissioner Byrd made a motion to give Staff Attorney Amanda Prince the authority to enter into settlements concerning properties subject to Eminent Domain litigation for the 701 Bypass widening, seconded by Commissioner Smith. The motion unanimously passed.

**Agenda Item #6: APPROVAL of SETTLEMENT with JASON NOBLES:**

Attorney Mary Craven Adams recommended approval of the Settlement Agreement and General Release in regards to litigation against the County by Jason Nobles. The funds in the amount of \$12,500.00 will be paid by the insurance carrier for the County.

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("AGREEMENT") is entered into by and between JASON NOBLES ("Nobles" or "Plaintiff") and COLUMBUS COUNTY ("the County" or "Defendant") this the \_\_\_\_\_ day of October, 2021, hereafter the effective date of the AGREEMENT.

**RECITALS**

This AGREEMENT is made with reference to the following facts:

- A. **WHEREAS**, Nobles has filed a lawsuit against Columbus County; and,
- B. **WHEREAS**, the County denies the validity of Nobles's claims and denies that it is subject to any liability; and,
- C. **WHEREAS**, all parties wish to settle their differences without resort to further litigation; and,

**NOW THEREFORE**, it is agreed between the parties as follows:

- 1. The recitals contained in paragraphs A through C above are incorporated by reference as if fully set forth herein.
- 2. Upon execution of this AGREEMENT, Nobles and the County agree and stipulate to the following conditions:

- (A) From the date of this AGREEMENT until the end of time, Nobles shall not apply for any positions with Columbus County government now or in the future. Nobles agrees that this AGREEMENT shall act as a complete bar to his entitlement to any legal, equitable or administrative relief based on any such denial of employment. Nobles acknowledges, represents and agrees that he expressly waives any right or claim that he may have for re-employment with the County, should he seek to obtain employment with a Columbus County governmental entity in the future and be denied such employment.
- (B) In exchange for, and in consideration of, the payments, benefits, and other commitments described herein, Nobles, and for each of his heirs, executors, administrators, and assigns, hereby fully releases, acquits and forever discharges the County and each of its predecessors, assigns, officers, partners, board members, employees, attorneys and agents past and present, of each of the aforesaid entities ("Related Persons") of and from any and all claims, liabilities, causes of action, demands to any rights, damages, costs, attorney's fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that he may now have, has ever had, or hereafter may have relating directly or indirectly to the allegations



in this action, including, but not limited to, claims for wages, back pay, front pay, reinstatement, damages, or benefits. Nobles also releases any and all state and/or federal claims Nobles may have that arose prior to the effective date of this AGREEMENT, and hereby specifically waives and releases the right to any relief and/or damages arising from claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Equal Pay Act, the Americans With Disabilities Act, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Employee Retirement Income Security Act of 1974, as amended, and any and all federal, state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge or any other claim.

(C) The County has caused a check of \$12,500.00 to be issued on Nobles's behalf payable to "Hill Law, PLLC" which check shall be held by counsel for Nobles until this AGREEMENT is executed and the Complaint has been dismissed with prejudice. This check is payable as general damages and there shall be no wage withholding. Counsel for Plaintiff shall insure a joint dismissal of prejudice of all claims is filed within three (3) days of execution of this AGREEMENT. Plaintiff is responsible for taxes, if any.

(D) Except as stated herein, all parties shall bear their respective fees and costs.

3. This AGREEMENT shall be binding on, and inure to the benefit of the parties hereto and their respective successors and assigns.

4. If any portion or provision of this AGREEMENT is found to be unenforceable or invalid, the parties agree that the remaining portions will remain in full force and effect to the full extent permitted by law.

5. The parties agree that this AGREEMENT will be construed by, and governed in accordance with, the laws of the State of North Carolina. Any party who prevails in an action to enforce these terms is entitled to a reasonable award of attorneys' fees.

6. Both parties agree that signatures that have been electronically scanned are effective to make this a binding legal document.

7. Both parties agree that within three (3) days of execution of the AGREEMENT and receipt of the sum described in Paragraph D, counsel for Plaintiff shall prepare and file a Voluntary Dismissal with Prejudice.

**ACCEPTED AND AGREED AFTER CONSULTATION WITH COUNSEL:**

COLUMBUS COUNTY

By: \_\_\_\_\_  
COUNTY MANAGER

\_\_\_\_\_  
Date

**ACCEPTED AND AGREED:**

By: Jason Joe Nobles  
JASON NOBLES

10-13-2021  
Date

**MOTION:**

Commissioner Smith made a motion to approve the settlement, seconded by Commissioner Byrd. The motion unanimously passed.

**Agenda Item #7: ADJOURNMENT:**

At 11:02 A.M., Commissioner Smith made a motion to adjourn, seconded by Vice Chairman McMillian. The motion unanimously passed. These minutes were recorded and typed by LaToya Williams.

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**LATOYA WILLIAMS, Deputy Clerk**

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**RICKY BULLARD, Chairman**