

Exhibit A

MOBILE CARE AGREEMENT

This MOBILE CARE AGREEMENT (the "Agreement") is entered into this 30th day of June, 2020, by and between the City of Hartford (the "City") and Caring Families Pregnancy Services Inc. d/b/a Mobile Care ("Caring Families").

The City and Caring Families are sometimes collectively referred to as "the Parties" or individually as a "Party."

On December 11, 2017, the City passed Ordinance No. 25-17 (the "Ordinance"), codified at Hartford Municipal Code §§ 17-161 to 17-166, which imposes certain disclosures and advertising requirements on pregnancy services centers, as that term is defined in the Ordinance.

On April 18, 2019, Caring Families filed a Verified Complaint in the District of Connecticut, Cause No. 3:19-cv-00584 (the "Lawsuit"), alleging violations of the First and Fourteenth Amendments to the U.S. Constitution, as well as certain provisions of the Connecticut Constitution and statutes.

the parties then conducted discovery, culminating in their filing of cross-motions for summary judgment on May 19, 2020.

On January 27, 2020, Caring Families' Executive Director sat for a deposition at which he provided certain testimony about the services that Caring Families provides.

the Parties desire to avoid further costs and expenses of litigation and believe it is in the best interest of all concerned to compromise and settle any and all disputes under the terms set forth in this Agreement.

in consideration of the mutual covenants and undertakings set forth herein, the Parties agree as follows:

agrees that it does not consider Caring Families’ parenting classes and material support to expectant mothers to be medical services or prenatal care as contemplated by the Ordinance, such that the provision of these services by Caring Families’ Mobile Care Unit will not provide cause for the City to attempt to enforce the Ordinance against Caring Families.

- h) Notwithstanding the foregoing, it shall remain prima facie evidence that a facility has the appearance of a medical facility if it has two or more of the characteristics specified in Hartford Municipal Code § 17-162, including that the facility offers pregnancy testing and/or pregnancy diagnosis, and that the facility has staff or volunteers who collect health information from clients.

3. AM. The Parties agree that, except for any payments to expert witnesses pursuant to Federal Rule of Civil Procedure 26(b)(4)(E) made to date, each Party shall bear its own costs—including attorney’s fees—in connection with the Lawsuit. The Parties further agree that this Agreement shall not serve as the basis for an award of attorney’s fees pursuant to 42 U.S.C. § 1988.

4. AM. Caring Families agrees to release the City from all claims arising out of the facts alleged in the Lawsuit and will voluntarily dismiss its claims against the City pursuant to and consistent with the terms of this Agreement. The City agrees that such dismissal will be without prejudice to Caring Families bringing another action to challenge the Ordinance should the City attempt to enforce the Ordinance against Caring Families despite its having licensed medical personnel on site at all times when medical services are being provided in Mobile Care.

Caring Families and the City acknowledge and agree that this release does not apply to any claims that may arise in the future, including any claims that may arise if the City attempts to enforce the Ordinance against Caring Families.

12. AA. The undersigned warrant that they possess the legal capacity and/or authority to execute this Agreement on behalf of the party for whom they are executing the Agreement.

13. AAAAAAAA. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

14. AMMA. This Agreement may be executed and delivered by e-mail, with each signature being deemed completed upon its delivery by e-mail to the other Party or the other Party’s counsel, such that signatures so delivered shall be deemed originals.

15. MMMMMM. By July 24, 2020, the Parties shall jointly move the Court to dismiss the Lawsuit in accordance with the terms of this Agreement.

AAAAAA, the undersigned Parties have executed this Agreement as of the date and year last written below.

(signatures on Page 6)

CITY OF HARTFORD

Howard Rifkin

By: Howard Rifkin
Corporation Counsel

Date: 7/2/2020

CARING FAMILIES PREGNANCY SERVICES Inc., d/b/a/ MOBILE CARE

Jeremy Bradley

By: Jeremy Bradley
Executive Director

Date: 7/7/2020