

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION**

DO NO HARM,

Plaintiff,

Case No. 4:23-cv-347-LPR

v.

KENYA L. EDDINGS, in her official
capacity as Arkansas Minority Health
Commission Executive Director,

Defendant.

NOTICE OF VOLUNTARY DISMISSAL

Per Federal Rule of Civil Procedure 41(a)(1)(A)(i), Plaintiff Do No Harm voluntarily dismisses this action without prejudice.

Respectfully submitted,

Dated: May 8, 2023

/s/ Cameron T. Norris
Cameron T. Norris (TN Mem. #33467)
CONSOVOY MCCARTHY PLLC
1600 Wilson Blvd., Suite 700
Arlington, VA 22209
(703) 243-9423
cam@consovoymccarthy.com

Counsel for Do No Harm

Ex. A

AGREEMENT

This Agreement (the “Agreement”) is entered into on the date of signature of the last signatory to this Agreement (“Effective Date”) by and between Do No Harm on the one hand and the Arkansas Minority Health Commission (the “Commission”) on the other (collectively, the “Parties”), as follows:

A. WHEREAS, by complaint filed April 12, 2023, Do No Harm brought the matter styled *Do No Harm v. Eddings*, No. 4:23-cv-347 (E.D. Ark.) (“Action”) against Kenya L. Eddings, in her official capacity as the Arkansas Minority Health Commission Executive Director (“Defendant”);

B. WHEREAS, Do No Harm brought its suit on behalf of its members, including Member A;

C. WHEREAS, Member A is an Arkansas student who satisfies all the eligibility criteria for the Commission’s Minority Healthcare Diversity Scholarship (“Scholarship”) except the racial one and was able and willing to apply to the Scholarship if there were no racial criterion;

D. WHEREAS, on April 26, 2023, Do No Harm moved for a preliminary injunction relating to its claim that the Scholarship violated the Equal Protection Clause of the Fourteenth Amendment of the U.S. Constitution;

E. WHEREAS, on April 26, 2023, the U.S. District Court for the Eastern District of Arkansas tentatively set a hearing for Do No Harm’s preliminary-injunction motion;

F. WHEREAS, the Parties have determined that it is in their mutual interests to amicably resolve all issues between them;

NOW, THEREFORE, in consideration of the foregoing and of the mutual undertakings of the Parties set out herein, the Parties agree as follows:

1. The Commission will terminate the Scholarship and will not replace it unless the replacement scholarship is strictly race neutral, meaning applicants of all races are eligible to apply and applicants get no advantage or disadvantage in the selection process based on race.

2. The Parties shall bear their own costs and fees.

3. Within 10 days after the Effective Date, Do No Harm shall file the notice of voluntary dismissal in the form attached as Exhibit A to this Agreement, dismissing the Action pending against Defendant.

4. Do No Harm hereby releases and discharges the Commission and Defendant, and their attorneys, agents, employees, and officers, from the claims, causes of action, and requests for relief that were sought or could have been brought to challenge the Scholarship.

5. All Parties to this Agreement represent that they have been fully advised by counsel with respect to the terms of this Agreement and execute it with full knowledge of the terms and conditions hereof.

6. This Agreement represents the full and complete agreement between the Parties to resolve their dispute. Any representations, warranties, promises, or conditions, whether written or oral, not specifically incorporated into this Agreement shall not be binding on the Parties. All other discussions, negotiations, and writings have been and are merged into this Agreement.

7. Neither this Agreement nor any terms or provision hereof may be changed, waived, discharged, or terminated except by an instrument in writing duly signed by the Party against which enforcement of the change, waiver, discharge, or termination is sought.

8. This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas applicable to contracts made and to be performed wholly within the State of Arkansas, without regard to its conflict of laws provisions.

9. All Parties hereto agree that in the event of any ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party hereto participated equally in the drafting hereof. In the event of a dispute arising from this Agreement, the Parties agree to litigate such disputes in the state or federal courts presiding in Pulaski County, Arkansas.

10. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render unenforceable or invalid any other provision or provisions hereof.

11. This Agreement may be signed in two original counterparts, each of which shall for all purposes be considered an original of this Agreement. Execution and delivery of this Agreement by electronic means (including via e-mail or .pdf) shall be sufficient for all purposes and shall be binding on any person or Party who so executes.

12. The undersigned acknowledges that she has actual authority to enter into this Agreement on behalf of the Commission and that any approvals and formalities required to authorize this Agreement have been completed prior to signature. By her signature, the undersigned binds the Commission and all employees, officers, agents, attorneys, affiliates, successors, assignees, and all other representatives thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

Date: 5/8/23



Do No Harm

By: Kristina Rasmussen, Executive Director

Date: 5/5/23



Arkansas Minority Health Commission

Renee Mallory

Interim Secretary of Health