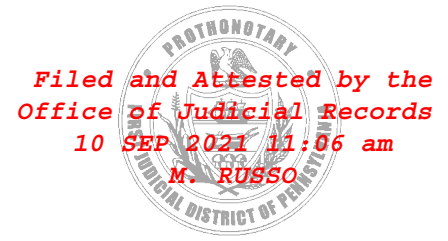


**LAMB MCERLANE PC**  
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(215) 609-3170



*Attorneys for Plaintiff*

HONORABLE DAYLIN LEACH,

Plaintiff,

v.

CARA TAYLOR, GWEN SNYDER, and  
COLLEEN KENNEDY,

Defendants.

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

January Term, 2019

No. 002559

**STIPULATION OF VOLUNTARY DISCONTINUANCE AS TO  
DEFENDANTS GWEN SNYDER AND COLLEEN KENNEDY ONLY**

**IT IS HEREBY STIPULATED AND AGREED** by all parties, by and through their respective counsel, that the above-captioned action is voluntarily discontinued with prejudice and without costs as to Defendants Gwen Snyder and Colleen Kennedy only pursuant to Rule 229 of the Pennsylvania Rules of Civil Procedure.

Dated: September 10, 2021

**LAMB MCERLANE PC**

By: /s/ William H. Trask

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(215) 609-3148

*Attorneys for Plaintiff Daylin Leach*

Dated: September 10, 2021

**HOLLAND & KNIGHT LLP**

By: /s/ Patrick J. McCabe

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**THE LAW OFFICES OF M.J. SNYDER, LLC**

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(215) 515-3360

*Attorneys for Defendant Cara Taylor*

Dated: September 10, 2021

**BALLARD SPAHR LLP**

By: /s/ Elizabeth Seidlin-Bernstein

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berrym@ballardspahr.com  
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Philadelphia, PA 19103  
(215) 665-8500

*Attorneys for Defendants Colleen Kennedy and  
Gwen Snyder*

# ATTACHMENT

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Agreement (the “Agreement”) is made by and between Daylin Leach (“Leach”), Colleen Kennedy (“Kennedy”), and Gwen Snyder (“Snyder”). Leach, Kennedy, and Snyder are referred to herein individually as “Party” and collectively as “Parties.”

WHEREAS, on January 28, 2019, Leach filed a lawsuit against Snyder and Kennedy, as well as Cara Taylor (“Taylor”), in the Philadelphia County Court of Common Pleas, captioned *Hon. Daylin Leach v. Cara Taylor, et al.*, January Term, 2019, No. 002559 (the “Litigation”), asserting claims for defamation;

WHEREAS, Snyder and Kennedy deny any liability or wrongdoing whatsoever;

WHEREAS, Leach is no longer a government official and is no longer seeking elected office; and

WHEREAS, the Parties wish to move on with their lives and have no further dealings with each other;

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements, and other undertakings set forth below, the adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties acknowledge and agree to the following:

1. Leach acknowledges that Kennedy and Snyder have consistently maintained before and during the Litigation, and continue to maintain, that they believe Taylor’s allegations as set forth in the pleadings and filings in the Litigation.
2. Kennedy and Snyder acknowledge that they have no first-hand knowledge of events involving Leach and Taylor that occurred in 1991-92.
3. Kennedy and Snyder acknowledge that Leach has denied ever having any sexual contact with Taylor at any time.

4. After reviewing the facts and record of this case, Kennedy and Snyder acknowledge that they now understand there is no basis from which to support an allegation of statutory rape under Pennsylvania law 18 Pa. C.S. § 3122.1 against Leach, given Taylor's age at the time she alleges the incident took place.

5. This Agreement becomes effective and enforceable on the latest signature date after it has been executed by all Parties (the "Effective Date").

6. Within five business days of the Effective Date, Leach will file with the Philadelphia County Court of Common Pleas a Notice of Discontinuance in the form attached hereto as Exhibit A, with a copy of the fully executed Agreement as an exhibit to the Notice. Within five business days of Leach filing the Notice of Discontinuance, Kennedy will remove or cause to be removed the social media posts identified in Exhibit B and Snyder will remove or cause to be removed the social media posts identified in Exhibit C (collectively, the "Social Media Posts").

7. Nothing in this Agreement precludes any of the Parties from repeating the substance of any term of this Agreement, including but not limited to the recitals and acknowledgments set forth above and Kennedy and Snyder's continued belief in Taylor's accusations against Leach. However, Kennedy and Snyder agree not to publish the words "rape," "rapist," "sexual predator," or "sexual assault," or synonyms of those words, in statements referencing Leach on social media or in the press with respect to Taylor's accusations against Leach (except in connection with describing the Litigation and Leach's claims against them) unless Taylor prevails in the Litigation or Leach runs for or is appointed to public office, in which case such statements would be subject to the provisions of paragraph 8.

8. Nothing in this Agreement precludes legal action for new statements made by any Party after the Effective Date and, to the extent that any subsequent legal action alleges the statements are false and defamatory, such legal action would be governed by the standards of defamation law and in accordance with applicable state and federal common law, statutory law, and constitutional law.

9. In consideration for the mutual promises, covenants, agreements, and other undertakings herein, all of which are non-monetary in nature, Leach, on behalf of himself, his heirs, executors, administrators, successors, assigns, and agents (hereinafter individually, jointly, severally, collectively, and otherwise referred to as the "Releasers"), hereby irrevocably, unconditionally, completely, fully, and forever releases and discharges Kennedy and Snyder, as well as Kennedy's and Snyder's respective heirs, executors, administrators, successors, assigns, and agents (collectively the "Releasees"), to the fullest extent permissible from any and all claims, suits, demands, actions, causes of action, debts, liabilities, rights, damages, costs, expenses, or losses of every kind or nature whatsoever, whether at this time known or suspected, unknown or unsuspected, fixed or contingent, which Releasers ever had, now have, or hereafter can, shall or may ever have against any or all of the Releasees, in law or in equity, by reason of any transaction, occurrence, act, omission, or event from the beginning of time through the Effective Date, including but not limited to any claim asserted or that could have been asserted in the Litigation and any claim arising from or in any way relating to the Social Media Posts or other statements by Kennedy and Snyder.

10. Releasers represent and warrant that no other person or entity has any interest in the Litigation and that no portion of any claim, right, or cause of action that they have or may have against any of the Releasees from the beginning of time through the Effective Date has

been assigned or transferred by or for the Releasors, in any manner, including but not limited to by way of subrogation or operation of law.

11. Each Party is responsible for its own attorneys' fees and costs incurred in connection with the Litigation, and no claim shall be made therefor.

12. The Parties agree that this Agreement is entered into solely for the purpose of avoiding the cost, burden, and inconvenience of litigation over disputed claims, and does not represent, and is not to be construed as, an admission of liability on the part of Kennedy, Snyder, or any of the other Releasees.

13. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior understandings, negotiations, and agreements in connection therewith, whether written or oral. This Agreement may not be altered or amended in any manner except in a writing signed by each of the Parties hereto.

14. Each Party has carefully read and reviewed this Agreement and understands it fully. Each Party has made such an investigation of the law and facts pertaining to the Litigation, this settlement, this Agreement, and of all matters pertaining thereto as they deem necessary. Each Party has been represented by competent counsel of their own choosing who have provided such Party any and all advice on this settlement and this Agreement as they deem necessary. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by each Party executing this Agreement.

15. Each Party specifically does not rely upon any statement, representation, legal opinion, or promise of any other Party or any person representing such other Party in executing this Agreement or in making the settlement provided for herein, except as expressly stated in this Agreement.

16. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, interpretation of this Agreement shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and all Parties expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Agreement, the Agreement will be interpreted as if each Party hereto had fully participated in the drafting hereof.

17. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.

18. If any provision of this Agreement should be declared to be unenforceable, then the remainder of this Agreement shall continue to be binding upon the Parties.

19. All notices or other communications required or permitted hereunder must be in writing and duly addressed to the Parties as follows (or to such other and additional persons or e-mail addresses as may be reasonably specified in writing from time to time by any of the parties):

If to Leach:

Joseph R. Podraza, Jr., Esquire  
William H. Trask, Esq.  
Lamb McErlane PC  
One South Broad Street, Suite 1500  
Philadelphia, PA 19107  
Tel: (215) 609-3148  
jpodraza@lambmcerlane.com  
wtrask@lambmcerlane.com




If to Kennedy or Snyder:

Michael Berry, Esq.  
Paul Safier, Esq.  
Elizabeth Seidlin-Bernstein, Esq.  
Kaitlin M. Gurney, Esq.  
Ballard Spahr LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
Tel: (215) 665-8500  
berrym@ballardspahr.com  
safierp@ballardspahr.com  
seidline@ballardspahr.com  
gurneyk@ballardspahr.com

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Faxed or electronically transmitted signatures shall constitute original signatures binding on the signing Party.

IN WITNESS WHEREOF, Daylin Leach, Colleen Kennedy, and Gwen Snyder, intending to be legally bound by this Agreement, set their hands as follows without coercion and with knowledge of the nature and consequences thereof.

Dated: 9/1/21, 2021

  
\_\_\_\_\_  
Daylin Leach

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Colleen Kennedy

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Gwen Snyder

If to Kennedy or Snyder: Michael Berry, Esq.  
Paul Safier, Esq.  
Elizabeth Seidlin-Bernstein, Esq.  
Kaitlin M. Gurney, Esq.  
Ballard Spahr LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
Tel: (215) 665-8500  
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gurneyk@ballardspahr.com

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Faxed or electronically transmitted signatures shall constitute original signatures binding on the signing Party.

IN WITNESS WHEREOF, Daylin Leach, Colleen Kennedy, and Gwen Snyder, intending to be legally bound by this Agreement, set their hands as follows without coercion and with knowledge of the nature and consequences thereof:

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Daylin Leach

Dated: August 31, 2021

Colleen M Kennedy  
Colleen Kennedy

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Gwen Snyder

If to Kennedy or Snyder: Michael Berry, Esq.  
Paul Safier, Esq.  
Elizabeth Seidlin-Bernstein, Esq.  
Kaitlin M. Gurney, Esq.  
Ballard Spahr LLP  
1735 Market Street, 51st Floor  
Philadelphia, PA 19103-7599  
Tel: (215) 665-8500  
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safierp@ballardspahr.com  
seidline@ballardspahr.com  
gurneyk@ballardspahr.com

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one instrument. Faxed or electronically transmitted signatures shall constitute original signatures binding on the signing Party.

IN WITNESS WHEREOF, Daylin Leach, Colleen Kennedy, and Gwen Snyder, intending to be legally bound by this Agreement, set their hands as follows without coercion and with knowledge of the nature and consequences thereof:

Dated: \_\_\_\_\_ 2021

\_\_\_\_\_  
Daylin Leach

Dated: September, 2021

\_\_\_\_\_  
Colleen Kennedy

Dated: September 3, 2021

  
\_\_\_\_\_  
Gwen Snyder

# EXHIBIT A

**LAMB McERLANE PC**  
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Philadelphia, PA 19107  
(215) 609-3170

*Attorneys for Plaintiff*

HONORABLE DAYLIN LEACH,

Plaintiff,

v.

CARA TAYLOR, GWEN SNYDER, and  
COLLEEN KENNEDY,

Defendants.

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

January Term, 2019

No. 002559

**NOTICE OF DISCONTINUANCE**

Pursuant to Rule 229 of the Pennsylvania Rules of Civil Procedure, plaintiff Daylin Leach, with written consent from all parties in the above-captioned action, hereby voluntarily discontinues the above-captioned action against defendants Colleen Kennedy and Gwen Snyder with prejudice and without costs.

\_\_\_\_\_, 2021

Respectfully submitted,

**LAMB McERLANE PC**

By: \_\_\_\_\_

Joseph R. Podraza, Jr., Esquire  
jpodraza@lambmcerlane.com  
William H. Trask, Esquire  
wtrask@lambmcerlane.com  
One South Broad Street, Suite 1500  
Philadelphia, PA 19107  
(215) 609-3148

*Attorneys for Plaintiff Daylin Leach*

# EXHIBIT B

**List of Identified Social Media Posts (Colleen Kennedy)**

1. <https://twitter.com/wreckingballstr/status/976104416720941056>
2. <https://twitter.com/wreckingballstr/status/1044066344612827137>
3. <https://twitter.com/wreckingballstr/status/1044075946591096832>
4. <https://twitter.com/wreckingballstr/status/1044344605255356416>
5. <https://twitter.com/wreckingballstr/status/1044971280666103808>
6. <https://twitter.com/wreckingballstr/status/1046796430004953095>
7. <https://twitter.com/wreckingballstr/status/1052727836912553984>
8. <https://twitter.com/wreckingballstr/status/1082335569252966401>
9. <https://twitter.com/wreckingballstr/status/1082427630635372546>
10. <https://twitter.com/wreckingballstr/status/1045438891619225606>
11. <https://twitter.com/wreckingballstr/status/1052366743899918337>
12. <https://twitter.com/wreckingballstr/status/1089233912432349185>
13. Compl. Ex. L

# EXHIBIT C



**List of Identified Social Media Posts (Gwen Snyder)**

1. <https://twitter.com/gwensnyderPHL/status/1067578494023024641>
2. <https://twitter.com/gwensnyderPHL/status/1084246781658050561>
3. <https://twitter.com/gwensnyderPHL/status/1086678130209800192>
4. <https://twitter.com/gwensnyderPHL/status/1090748553004306433>
5. <https://twitter.com/gwensnyderPHL/status/1090711375188541447>
6. <https://twitter.com/gwensnyderPHL/status/1090711378351046674>
7. <https://twitter.com/gwensnyderPHL/status/1090711379106021376>
8. <https://twitter.com/gwensnyderPHL/status/1046902013798354944>
9. <https://twitter.com/gwensnyderPHL/status/1089946545322147843>
10. <https://twitter.com/gwensnyderPHL/status/1090332466827706369>
11. Compl. Ex. O