

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“the Agreement”) is entered in effect as of November 20, 2019, by and between **Human Rights Defense Center and Marshall County, Tennessee**.

WHEREAS, all claims have been presented or otherwise could have been presented by the Settling Parties against one another in case number **1:19-cv-00031** filed in the **United States District Court for the Middle District of Tennessee**, regardless of how designated, shall hereafter be referred to collectively as the same “the Legal Action” since all such claims and allegations relate to and arise from the same allegations; and,

WHEREAS, as a result of the negotiations of the parties, the Settling Parties compromised and settled any and all claims existing or which could exist between the parties to the litigation related directly or indirectly to the Legal Action. Additionally, in order to avoid further expense, time, effort and uncertainty with regard to all claims and allegations of the Legal Action, these parties have reached a settlement as enumerated below; and

WHEREAS, no Settling Party acknowledges or admits any liability to the other, and the Settling Parties agree that this settlement cannot and should not be deemed an admission of liability but rather should be considered to be a compromise of disputed and doubtful claims;

THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Settling Parties hereby agree as follows:

1. **Settlement Terms.** In full satisfaction and settlement of any and all claims that could have been brought in the Legal Action (specifically including, but not limited to those claims brought or that could have been brought as a Counterclaim and/or Crossclaim or some other designation), the Settling Parties agree that all disputes and claims between the Settling Parties are now resolved and the following settlement terms shall be performed in accordance with the agreement reached:

- (a) Local Government Property and Casualty Fund, on behalf of **Marshall County, Tennessee**, agrees to tender a check payable to **Human Rights Defense Center**, for the sum of **Eighty Thousand Dollars (\$80,000.00)** in payment of damages and attorney fees to settle and voluntarily dismiss with prejudice all claims against all defendants.
- (b) No other sum or monetary compensation shall be due from any party to the other as a result of any of the allegations, act or omissions alleged in any of the claims related directly or indirectly to the Legal Action and each party shall bear their own additional

mediation expenses, litigation expenses or costs, and/or attorney fees.

- (c) The parties agree to adopt the terms of the Stipulated preliminary injunction dated July 23, 2019 as a permanent injunction.

2. **Release.**

- (a) **Human Rights Defense Center:** In consideration of the payment of the Settlement Amounts in Section 1 hereof, the compromise and settlement of the Legal Action and other good and valuable consideration, **Human Rights Defense Center** does hereby release and forever discharge all officers, directors, attorneys, agents, representatives, employees, insurers, predecessors and successors in interest, and assigns of **Marshall County, Tennessee**, all other defendants, any and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliates, of and from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever which these Settling Parties could, shall or may hereafter have, own or hold against such released parties, by reason of any matter, cause, fact, thing, act or omission whatsoever arising directly or indirectly out of, based upon, or relating to the Legal Action. This Agreement shall be a fully binding settlement between the Settling Parties.

3. **Dismissal of All Claims with Prejudice.** Within five (5) days of the receipt of the funds and execution of this agreement, the plaintiff shall file or approve for filing a Stipulation of Dismissal dismissing the entire legal action described above with prejudice.

4. **Modification.** The terms of this Agreement may neither be modified nor be cancelled except pursuant to a written agreement executed by the Parties hereto evidencing the modification or termination of the Agreement.

5. **Entire Agreement.** This Agreement constitutes the entire settlement agreement and understanding between the Parties concerning the subject matter hereof and supersedes and replaces all prior negotiations, proposed settlements and any other written or oral agreements related thereto. The Settling Parties intend that this shall be a full and final general release of all claims between the Settling Parties related directly or indirectly to the events and transactions described in the Legal Action. The Settling Parties fully intend to cease and dismiss all litigation that may exist by and between the Settling Parties concerning or related in any way to the events and transaction described in the Legal Action. Each of the Settling Parties agree and covenant not to sue any other Settling Party or parties to the Legal Action for damages, contribution or

indemnification or otherwise seek to collect money from the other in any way related to the allegations described in the Legal Action.

6. **Advice of Counsel.** The Parties to this Agreement understand, represent and warrant that each enters into this Agreement upon the legal advice of their own attorneys, that said attorneys have explained fully the terms of the Agreement, and that each party has read, fully understands, and knowingly and voluntarily accepts the terms of this Agreement.

7. **Full Authority.** The signatories to this Agreement who sign on behalf of another hereby warrant that they have the full authority to sign on behalf of that person or entity.

8. **Tennessee Law Governs.** This Agreement is executed and delivered within the State of Tennessee and all rights, duties and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements. Notwithstanding the above, the district court shall retain jurisdiction to enforce the terms of the permanent injunction under the authority of *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381-82 (1994).

9. **Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. For purposes of signing this Agreement, a fax signature will be deemed equivalent to an original signature. Thereafter, the Parties to this Agreement shall exchange original signed counterparts.

10. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

11. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provision of this Agreement, and the remaining portions or provisions shall be unaffected.

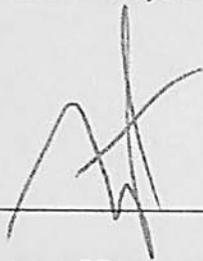
12. **No assignment.** The parties to this Agreement acknowledge, represent and warrant that they have not assigned, sold, transferred, or otherwise disposed of any of the claims released herein.

APPROVED AS TO FORM AND CONTENT:

Robyn Beale Williams

Robyn Beale Williams

Counsel for Defendants, Marshall County, Tennessee



Paul Wright

Executive Director, Human Rights Defense Center

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

Before, me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Paul Wright**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged he executed the foregoing instrument by for the purposes therein contained.



Kathy Moses
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG030352
Expires 9/14/2020

Paul Wright
Name

Executive Director, HRDC
Title

Sworn to and subscribed before me this the 13 day of January, 2020.

Kathy Moses
Notary Public

My commission expires: 9-14-20

STATE OF TENNESSEE)
COUNTY OF Marshall }

Before, me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Billy Lamb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who acknowledged he executed the foregoing instrument by for the purposes therein contained.

Billy Lamb
Name
Sheriff
Title

Sworn to and subscribed before me this the 13th day of Jan, 2019.

Kailey Jackson
Notary Public

My commission expires: 4-26-2022

