

admission by any party or any other person or entity of any fault or liability to either party or any other person or entity for damages.

SECOND: **CONSENT JUDGMENT**

The Parties agree to execute and file the Consent Judgment attached hereto as Exhibit A. The parties agree that the Consent Judgment attached shall fully and fairly resolve all issues and claims between the parties with the exception of the amount and entitlement to attorney's fees.

THIRD: **NO FUTURE LAWSUITS OR COMPLAINTS**

PLN warrants that it has not filed any other lawsuits, claims or charges against FULTON COUNTY or FREEMAN. PLN promises never to file any charge, lawsuit or any other legal proceeding with any court or government agency asserting any claim that is released by this Agreement. PLN further represents and agrees that if any agency, court or other body assumes jurisdiction of any such complaint, charge, claim or legal proceeding against FULTON COUNTY or FREEMAN based upon a claim that is released in this Agreement, PLN will request that such agency, court or other body to withdraw from and/or dismiss the matter with prejudice.

FOURTH: **CONSIDERATION BY FULTON COUNTY and FREEMAN**

FULTON COUNTY and FREEMAN agree that, provided PLN signs and returns to counsel for FULTON COUNTY and FREEMAN the original of this Agreement, the sum of Thirty Thousand Dollars (\$30,000.00) will be paid to PLN. The parties agree that the Thirty Thousand Dollars (\$30,000.00) is a gross amount and represents an amount paid in settlement of the disputed claims raised, or claims that could have been raised, in Civil Action File No. 1:07-CV-2618-CAP, as well as any other claims arising on or before the date of this Agreement, with the exception of any attorney's fees incurred by PLN in this matter.

FIFTH: COMPLETE RELEASE

As a material inducement to FULTON COUNTY and FREEMAN to enter into this Agreement, PLN irrevocably and unconditionally releases and forever discharges FREEMAN and FULTON COUNTY and each and all of its respective current and former employees, the Board of Commissioners, any Fulton County department and/ or department head, representatives, attorneys, insurers, or government subsidiary (collectively referred to as “FULTON COUNTY-RELATED RELEASEES”), from any and all complaints, charges, allegations, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (excluding attorneys’ fees and costs actually incurred as allowed pursuant to 42 U.S.C. §1988 and 28 U.S.C. §1920) of any nature whatsoever, known or unknown, which PLN now has or claims to have, or which PLN at any time heretofore had or claimed to have, or which PLN at any time hereafter may have or claim to have against FREEMAN and FULTON COUNTY or any of the FULTON COUNTY-RELATED RELEASEES for damages, arising out of or related to any act, omission, event, fact or other thing pertaining to the subject matter of Civil Action File No. 1:07-CV-2618-CAP, which existed or occurred on or prior to the date of PLN’S signing of this Agreement.

The claims released by PLN herein include, but are not limited to, those claims which arise from, allegedly arise from, are based on, are related to, or are connected with any and all claims, counterclaims, causes of action, damages, or demands set out or that could have been set out in Civil Action File No. 1:07-CV-2618-CAP.

SIXTH: PLN’S UNDERSTANDING; FULL RELEASE; VOLUNTARY SIGNING; PERIOD OF CONSIDERATION; FULL AND INDEPENDENT KNOWLEDGE

PLN hereby represents and warrants:

- (1) that it has CAREFULLY READ THIS AGREEMENT AND UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT;
- (2) that it understands that this Agreement FOREVER RELEASES FULTON COUNTY and FREEMAN and the other FULTON COUNTY-RELATED RELEASEES from any legal claim to damages for matters which occurred prior to the date of execution of this Agreement;
- (3) that it is VOLUNTARILY SIGNING AND DELIVERING THIS AGREEMENT OF HIS OWN FREE WILL, without duress or pressure, after having taken as much time as it needs for full consideration of this Agreement and to obtain advice from an attorney regarding it; and
- (4) that it has the capacity to enter into this Agreement.

SEVENTH: OWNERSHIP OF CLAIMS

PLN represents and agrees that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof, or interest therein against FULTON COUNTY or FREEMAN, or any of the FULTON COUNTY-RELATED RELEASEES.

EIGHTH: NO RELIANCE ON FULTON COUNTY OR FREEMAN'S REPRESENTATIONS

PLN represents that, in signing this Agreement, it has not relied on any representation(s) or statement(s) not specifically set forth in this Agreement by FULTON COUNTY or FREEMAN, or any of the other FULTON COUNTY-RELATED RELEASEES (or by any of

their agents, representatives or attorneys) with regard to the subject matter, basis or effect of this Agreement or otherwise.

NINTH: SUCCESSORS

This Agreement shall be binding upon PLN and upon any and all of its heirs, administrators, representatives, officials, executors, successors and assigns, and shall inure to the benefit of FULTON COUNTY and FREEMAN and the other FULTON COUNTY-RELATED RELEASEES, and to their respective representatives, successors and assigns.

TENTH: GOVERNING LAW

This Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced and governed under the laws of the State of Georgia.

ELEVENTH: PROPER CONSTRUCTION

- (1) The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either of the parties.
- (2) As used in this Agreement, the term “or” shall be deemed to include the term “and/or” and the singular or plural number shall be deemed to include the other whenever the context so indicates or requires.
- (3) The paragraph headings used in this Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

TWELFTH: SEVERABILITY

Should any of the provisions of this Agreement be declared or be determined to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby

and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

THIRTEENTH: ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

Executed this ____ day of _____, 2009.

“PLN”

BY _____

Sworn to and subscribed to me before a
Notary Public this ____ day of _____, 2009.

Notary Public

My Commission Expires
[seal]

Executed this 28th day of October, 2009.

“FULTON COUNTY and FREEMAN”

BY:  _____

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

PRISON LEGAL NEWS,)
)
Plaintiff,) CIVIL ACTION FILE
)
v.) NO. 1:07-CV-2618-CAP
)
FULTON COUNTY, GA and)
SHERIFF MYRON FREEMAN,)
Individually and in his official)
Capacity as Fulton County Sheriff)
)
Defendants.)
_____)

CONSENT JUDGMENT

It having appeared to this Court that the parties have reached an agreement on the issue of liability and damages exclusive of court costs and court-awarded attorney's fees, it is hereby Ordered that the Clerk of Court enter Judgment on behalf of the Plaintiff and against the Defendants in an amount of Thirty Thousand Dollars (\$30,000.00).

SO ORDERED this _____ day of _____, 2009.

Hon. Charles A. Pannell
United States District Court Judge

/s/ Gerald Weber
Gerald Weber
[signed with express permission]
Post Office Box 5391
Atlanta, GA 31107
Georgia Bar No: 744878

/s/ Brian Spears
Brian Spears
[signed with express permission]
1126 Ponce de Leon Ave.
Atlanta, GA 30306
Georgia Bar No: 670112

Attorneys for Plaintiff

/s/ Nikisha L. McDonald
Steven Rosenberg
Georgia Bar No: 614560
Nikisha L. McDonald
Georgia Bar No: 489573

Attorneys for Defendant Freeman

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