

STATE OF GEORGIA,

COUNTY OF ~~LAMAR~~SPALDING.

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement”), made and entered this ____ day of _____, 2015, shall constitute a Release and Settlement Agreement by and between STEPHANIE YARBROUGH, (hereinafter the “Releasor”) and the CITY OF GRIFFIN, a Georgia municipal corporation, COLT TOLEN and LANIECE P. STARGELL, individually and in their official capacities as police officers with the City of Griffin, Georgia and the GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY (hereinafter “GIRMA”) (and collectively, hereinafter the “Releasees”).

I. Definitions

1. “Releasor” means STEPHANIE YARBROUGH, of adult age and laboring under no disabilities; as used herein such term binds her successors, assigns, heirs, personal representatives and fiduciaries (hereinafter “Yarbrough”).
2. “Releasees” means the City of Griffin, Georgia, Colt Tolen, Laniece P. Stargell, and GIRMA; such term includes their successors and assigns, officers, directors, board members, employees, agents, and all other persons or entities who are or who may be responsible for their acts or the acts of either of them, including those whose alleged negligence, intentional acts, or unlawful conduct purportedly violated Yarbrough’s constitutional rights under the First and Fourteenth Amendments to the U.S. Constitution in the Incident that forms the subject matter of this Suit.
3. “Suit” means Civil Action File No. 3:14-CV-00193-TCB, United States District Court, Northern District of Georgia, Newnan Division, styled as “STEPHANIE YARBROUGH, Plaintiff v. CITY OF GRIFFIN, GEORGIA, COLT TOLEN and LANIECE PARKS, in their individual capacity, Defendants”, in which Yarbrough alleges civil rights violations, and other causes of action, including state law causes, against the City of Griffin, Colt Tolen, and Laniece P. Stargell, based upon an alleged illegal search of her person and vehicle, which occurred on December 7, 2012 in the City of Griffin, Georgia.
4. “Incident” means the traffic stop of Yarbrough’s motor vehicle that occurred on December 7, 2012 at approximately 11:38 a.m., and subsequent brief detention for the purpose of conducting a search of her person and vehicle by Officers of the Griffin Police Department.

II. GENERAL RELEASE

In consideration of the promises, covenants, warranties and agreement herein made, and other good and valuable consideration paid to Releasor, the Releasor hereby releases, acquits and forever discharges the Releasees from any and all claims, demands, actions, causes of action, liabilities, obligations, responsibilities, promises, rights, suits, debts, accounts, contracts, torts, controversies, judgments, losses, damages, executions, charges, or complaints of any kind, type or description whatsoever, whether known or unknown, now existing or hereafter arising, as a result of or by reason of the Incident, including claims that were or could have been asserted in a lawsuit, and including any and all future claims Releasor, individually or collectively, may have as a result of the Incident.

Releasor acknowledges and admits that this settlement is a compromise of doubtful or disputed claims and that payment herein provided by Releasees is not to be construed or represented as any admission of liability, which the Releasees specifically and expressly deny. Releasor acknowledges this is a General Release, which fully discharges Releasees from any liability to Releasor whatsoever. Releasor knowingly, after consultation with her counsel of record, waives and assumes the risk of any and all claims of any nature whatsoever, which exist as of this date, and including those which Releasor does not know or suspect to exist, including without limitation claims which, if known, would have materially affected the decision to enter into this Release. Releasor confirms that she understands all material facts relating to the Incident and that there may be other facts, unknown or undiscovered by her at this time, which may differ from the facts known or believed. Should such facts later become known, Releasor agrees that this Release shall remain in effect and shall not be subject to revocation or termination by reason of such later discovery of material facts.

Releasor acknowledges she has had full opportunity to consult with attorney of her choice, who has explained to her, to her satisfaction, the legal consequences of entering this Release and Settlement Agreement and accepting the consideration set forth in Section III. She further acknowledges that she is voluntarily giving up all rights she may have to sue to recover additional damages from Releasees.

Releasor and her counsel of record covenant and warrant that to the best of her knowledge, following diligent inquiry, no person or entity other than the named Releasor in this agreement has, has had, or will have any interest in the claims, demands, obligations, or causes of action described or released hereunder and that she has not sold, assigned, transferred, conveyed or otherwise alienated such claims to any other person or entity. Releasor further warrants that she is possessed of legal and mental capacity to enter into this agreement, and that her counsel of record is acting within her scope of authority to settle and resolve the Suit.

III. PAYMENT

In consideration of the above General Release, Releasees agree to pay to Releasor the total sum of Fifteen Thousand and no/100ths (\$15,000.00) Dollars, within thirty (30) days of Releasor's execution of this agreement. Releasor shall be responsible for her attorneys' fees, litigation expenses, court costs, discretionary costs, and other expenses incurred in connection

with the Suit or with this Agreement. Releasor hereby acknowledges the sufficiency of the consideration for this Release and all paragraphs contained herein.

No portion of the consideration paid constitutes payment for bodily injury to Yarbrough, who suffered no physical injury in the Incident, and no portion of such payment is in lieu of or replaces benefits covered by Medicare, Medicaid, Workers Compensation, or private health insurance.

IV. VOLUNTARY DISMISSAL OF SUIT

It is expressly understood and agreed that this Agreement constitutes a full and complete release and settlement of all claims and causes of action against Releasees pursuant to the terms of this Agreement. Releasor agrees to have her attorney of record, Tiffany W. Roberts, promptly file a Voluntary Dismissal With Prejudice in the U.S. District Court for the Northern District of Georgia, dismissing the Suit following the execution of this Agreement and disbursement of settlement funds.

V. OTHER PROVISIONS

1. This Agreement is a contract, shall be binding on all parties, and is for the benefit of all parties, their heirs, successors, and assigns. The effect of all provisions of this Agreement are material and are not mere recitals.
2. Releasor has entered into this Agreement freely, on the advice of an attorney of her choosing. The release provided herein is given voluntarily and is not based upon any statements, representations, or inducements of any kind by Releasees or their attorney.
3. This Agreement contains the entire understanding and agreement by and between the parties hereto and is intended to settle all claims and disputes related to or arising out of the matters set forth or described herein. Any prior understandings, agreements, whether oral or written, promises, representations, communications, statements, or assertions that are not fully expressed herein are superseded by the terms of this Agreement. Additionally, there is no further consideration to be paid or exchanged by any party to this Release to any other party other than as recited herein.
4. If any provision of this Agreement is determined to be illegal, unenforceable, or void, such provision shall be deemed to be severed and deleted and such severance shall not affect the validity of any remaining provision hereof. This Agreement shall not be hereinafter modified or amended, except to correct mistakes caused by scrivener's error.
5. This Agreement shall be governed in all material respects by the laws of the State of Georgia without regard to conflict of law principles. If necessary to compel

enforcement of this Agreement, all parties consent to venue and jurisdiction in the Superior Court of Spalding County, Georgia.

6. This Agreement shall be executed in multiple original counterparts, each of which shall be enforceable against the party signing it. In addition, the parties agree that facsimile copies shall be acceptable to evidence the parties' assent to this Agreement.

ENTERED under hand and seal of the parties, by and through their duly authorized representatives, with approval of their respective counsel of record, the day and year above written.

RELEASOR:

_____(Seal)
Stephanie Yarbrough

Attorneys' Acknowledgment of
Explanation of Terms of Release
to Stephanie Yarbrough:

Tiffany Williams Roberts, Esq.
235 Peachtree Street, N.E.
Suite 400
Atlanta, GA 30303
Attorney for Plaintiff

DEFENDANTS/RELEASEES:

City of Griffin, Georgia (Seal)

By: _____
Chairperson

Attest: _____
Secretary

(SEAL)

Colt Tolen, individually

Laniece P. Stargell, individually

Approved by:

Andrew J. Whalen, III
The Whalen Law Firm
100 S. Hill Street, Ste. 524
Griffin, GA 30223
Attorneys for Defendants