

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

The following Settlement Agreement ("Settlement Agreement") is entered into by and between Jeff Gray ("Plaintiff"), on the one hand, and Chris Wright, Chief of the Blackshear Police Department, in his individual capacity ("Defendant" or "Wright"), along with the City of Blackshear, a political subdivision of the State of Georgia, which has agreed to settle this matter on Wright's behalf, collectively the Blackshear Parties, on the one hand, and Plaintiff, on the other hand. The Blackshear Parties hereby agree that the civil action filed by Plaintiff and The

and his heirs, assigns, executors, .....

"Plaintiff" includes Jeffrey Gray, himself,

attorneys, representatives, and a other persons or entities

administrators, agents



through Jeffrey Gray

Lawsuit means and refers to the action filed by Plaintiff against Defendant

Case No. 1:11-cv-00000 in the United States District Court for the Southern

WHEREAS, Plaintiff and the Blackshear Parties wish to resolve all disputes and claims raised in the Lawsuit;

WHEREAS, the City of Blackshear, although not a party to the Lawsuit, wishes to

remove controversy and resolve a dispute on behalf and on behalf of Wright;

does not admit the allegations in the Lawsuit or  
and warrants that he has not assigned,  
of any claim that he has asserted or could have

WHEREAS, the Blackshear Parties do not assume any liability arising from those allegations

WHEREAS, Plaintiff covenants and warrants that he has not transferred or subrogated any portion of any claim that he has asserted or could have

WHEREAS, for and in consideration of the promises set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Plaintiff and the Blackshear Parties

Agreement. The foregoing recitals are a substantive part of this Agreement;

ation of the promises by Plaintiff and the

NOW THEREFORE, in consideration

Blackshear Parties, the parties each agree as follows:

AIMS  
Repeal Ordinance, The City of  
Ordinances 88-66-71, 66-72, and 66-79 by

IN CONSIDERATION AND RELEASE OF C  
(A) Agreement to Permanently

Plaintiff's counsel no later than June 15, 2022. The City of Blackshear further agrees not

the Constitution of the United States, and any protests or demonstrations that does not comply with

States (such as, by way of example, imposing a prior restraint on public demonstration

stantive and procedural safeguards required by the First and Fourteenth  
r allowing for unfettered discretion in the grant or denial of a permit that  
t-based discrimination).

without the sub  
Amendments, o  
invites viewpoi

**non-enforcement of Ordinance.** The Blackshear Parties agree not to

(B) No

ance against any person or group of persons pending or following repeal

enforce the Ordin  
of the Ordinance.

**restitution of Citation.** The Blackshear Parties, collectively and

(C) Res

~~the Ordinance to Plaintiff on or around August 18, 2021.~~

~~Blackshear Parties~~

~~against Gray~~

~~about August 18, 2021, is void, rescinded, and unenforceable. The Blackshear Parties~~

~~further agree to not seek or institute any regulatory or criminal proceeding a~~

in connection with the factual allegations in the Lawsuit.

~~Blackshear Parties agree~~

~~(D) Donation to Charitable Organization: The City of Blackshear~~

~~to donate, through its insurer, the sum of \$1,791.00 to the National Coalition f~~

~~the City of Blackshear (the "Payment") and provide confirmati~~

to the employees of the City of Blackshear Police Department for a period of at least five years.

(F) **Damages and Attorneys' Fees:** Plaintiff waives any right to (1) any

uncompensatory, non-punitive or other monetary damages arising from the claims in the Lawsuit; and to (2) any attorneys' fees and costs incurred arising from the claims in the Lawsuit.

(G) **Dismissal of the Lawsuit:** Plaintiff agrees to file a stipulated dismissal with prejudice of all claims asserted in the Lawsuit. The parties shall jointly file a

by Plaintiff: Plaintiff releases and forever discharges all claims

(H) **Release**

against the Blackshear Parties, collectively and individually, arising out of the allegations of this Lawsuit.

Plaintiff, individually, release and forever discharge any and all Blackshear Parties, collectively and individually, from and against Plaintiff arising out of the factual allegations of prosecution

Plaintiff represents and confirms that, as of the date of his execution of this

agreement, other than the Lawsuit, he has not filed or otherwise initiated any lawsuit

federal court or with any other governmental agency based upon events

occurring prior to the date of this Agreement, to the extent permitted by law. Plaintiff

expressly waives any right to damages awarded by any governmental agency or court relating to any claims that are released by this Agreement.

### III. COOPERATION OF THE PARTIES

Plaintiff and the Blackshear Parties each agree to cooperate fully to execute and implement this Agreement and to take all actions that reasonably may be necessary or appropriate to give force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms. Plaintiff and the Blackshear Parties shall bear his, her, or its own attorney's fees, costs, and expenses arising from the negotiation, preparation and implementation of this Settlement Agreement, other than any fees or costs necessary to enforce this Agreement.

Plaintiff and the Blackshear Parties, collectively and individually, represent and warrant that they are duly authorized to enter into and certify that they each have full authority to sign this Settlement Agreement and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and the Blackshear Parties to enter into this Settlement Agreement and fulfill the

terms and intent of this Agreement.

Plaintiff and the Blackshear Parties, collectively and individually, represent and warrant that they are duly authorized to enter into and certify that they each have full authority to sign this Settlement Agreement and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and the Blackshear Parties to enter into this Settlement Agreement and fulfill the

terms and intent of this Agreement.



**VI. MISCELLANEOUS**

(A) This Settlement Agreement contains the entire understanding between Plaintiff and the Blackshear Parties, collectively and individually. This Settlement

Agreement supersedes any prior written or oral agreements. This Settlement Agreement

is, amendment, or

shall not be modified, amended, or terminated unless such modification

is in writing by all parties to this Settlement Agreement.

for each of the Blackshear Parties on the other. No representations, warranties, recita-

made by, or on behalf of, any party hereto

covenants, or statements of intention have been made

and no party hereto shall be bound

which are not included in this Settlement Agreement

by, or liable for; any alleged representation, warranty, recita-

tion, covenant, or statement of intention if

intention not so set forth.

statements, warranties, recitations, and

Settlement Agreement shall be binding upon, inure to the

statements of intention in this Settlement

ively and

benefit of, and be enforceable by Plaintiff and the Blackshear Parties, collect-

individually.

If any single paragraph or clause of this Settlement Agreement should be

found unenforceable, invalid, or illegal, it shall be severed, and the remaining paragraphs

and clauses shall be enforced in accordance with the intent of this Settlement Agree-

Blackshear

(D) Nothing in this Settlement Agreement prohibits Plaintiff or Blackshear

Parties, collectively and individually, from complying with any state or federal law



(E) Any headings or subheadings used herein are for reference purposes only and do not affect the substantive provisions of the Settlement Agreement.

communicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or by electronic mail in PDF (portable document format) are as effective as the originals thereof.

Plaintiff certifies that he has entered into this Settlement Agreement voluntarily. Plaintiff certifies that he (i) has read and understands all terms of this Settlement Agreement and understands its provisions; (ii) has

(G) Plaintiff hereby represents and warrants that he has read and understands all terms of this Settlement Agreement knowingly and voluntarily. Plaintiff certifies that he (i) has read and understands all terms of this Settlement Agreement and understands its provisions; (ii) has

before signing this Settlement Agreement, (i) has been advised to consult with a lawyer of his choice; (ii) has not been influenced to sign this Settlement Agreement by any statement or representation by any party to this Settlement Agreement; and (iii) has been given a reasonable amount of time to review this Settlement Agreement and to decide whether to sign it.

been advised to consult with a lawyer of his choice; (ii) has not been influenced to sign this Settlement Agreement by any statement or representation by any party to this Settlement Agreement; and (iii) has been given a reasonable amount of time to review this Settlement Agreement and to decide whether to sign it.

Agreement; and (iv) has been given a reasonable amount of time to review this Settlement Agreement and to decide whether to sign it.

(H) The Blackshear Parties, collectively and individually, hereby represent and

On the date stated below:

**CHRIS WRIGHT**

*Chris Wright*  
5/15/23

Date:

sign it.

**ACCEPTED and AGREED TO**

**JEFFREY GRAY**

*J Gray*  
5-22-23

Date:

**CITY OF BLACKSHEAR**

*KRB*

By:

*Mayor*

Its:

5/15/2023

Date: