

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement Agreement”) is entered into by and between Jeff Gray (“Plaintiff”), on the one hand, and on the other by 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”).

Plaintiff and the Blackshear Parties hereby agree that the civil action filed by Plaintiff against Defendant Chris Wright on January 31, 2013, in the United States District Court for the Southern District of Georgia, captioned *Jeffrey Gray v. Chris Wright, Chief of the Blackshear Police Department, in his individual capacity*, Case No. 5:23-cv-00007-LGW-BWC, shall be settled and dismissed on the terms herein.

DEFINITIONS

As used in this Agreement:

“Defendant” or “Wright” includes Chris Wright in his individual capacity, himself, and his heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Chris Wright.

“Blackshear Parties” includes the City of Blackshear, any and all of the City of Blackshear’s past, present, and future officials, councilmembers, departments, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys; and Wright, in his individual and official capacities.

“Plaintiff” includes Jeffrey Gray, himself, and his heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Jeffrey Gray.

“Lawsuit” means and refers to the action filed by Plaintiff against Defendant Chris Wright on January 31, 2013, in the United States District Court for the Southern District of Georgia, captioned *Jeffrey Gray v. Chris Wright, Chief of the Blackshear Police Department, in his individual capacity*, Case No. 5:23-cv-00007-LGW-BWC.

RECITALS

WHEREAS, the City of Blackshear’s ordinance on parades and demonstrations, set forth at Blackshear Code of Ordinances §§ 66-71 to 66-73 currently requires advance approval from Blackshear’s mayor (§ 66-73) and city council (§ 66-72) before any person may “parade, assemble or congregate on any public street, alley or sidewalk” (§ 66-72) for purposes of expression “advocating” or “attracting public attention” to “any cause” (§ 66-71) (the “Ordinance”);

WHEREAS, Plaintiff Jeffrey Gray was cited under the Ordinance after standing in front of Blackshear’s City Hall with a sign reading “God Bless the Homeless Vets” without the permit described in the Ordinance;

WHEREAS, Plaintiff filed the Lawsuit against Defendant Wright concerning the enforcement of the Ordinance maintained by the City of Blackshear;

WHEREAS, Plaintiff alleged in the Lawsuit that Defendant Wright’s enforcement of the Ordinance violated the First and Fourteenth Amendments to the United States Constitution;

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 all disputes and claims raised in the Lawsuit on its own behalf and on behalf of Wright;

WHEREAS, the Blackshear Parties do not admit the allegations in the Lawsuit or any liability arising from those allegations;

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

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 now compromise and settle the Lawsuit under the terms provided in this Agreement. The foregoing recitals are a substantive part of this Agreement;

NOW THEREFORE, in consideration of the promises by Plaintiff and the Blackshear Parties, the parties each agree as follows:

I. CONSIDERATION AND RELEASE OF CLAIMS

(A) **Agreement to Permanently Repeal Ordinance.** The City of Blackshear agrees to repeal Blackshear Code of Ordinances §§ 66-71, 66-72, and 66-73 by June 13, 2023, and provide confirmation of the repeal as set forth in Section IV.A. to Plaintiff's counsel no later than June 15, 2023. The City of Blackshear further agrees not to reenact the Ordinance and not to enact any other ordinance relating to parades, protests, or demonstrations that does not comply with the Constitution of the United

States (such as, by way of example, imposing a prior restraint on public demonstration without the substantive and procedural safeguards required by the First and Fourteenth Amendments, or allowing for unfettered discretion in the grant or denial of a permit that invites viewpoint-based discrimination).

(B) **Non-enforcement of Ordinance.** The Blackshear Parties agree not to enforce the Ordinance against any person or group of persons pending or following repeal of the Ordinance.

(C) **Rescission of Citation.** The Blackshear Parties, collectively and individually, agree that the citation for violation of the Ordinance issued to Plaintiff on or about August 18, 2021, is void, rescinded, and unenforceable. The Blackshear Parties further agree to not seek or institute any regulatory or criminal proceeding against Gray in connection with the factual allegations in the Lawsuit.

(D) **Donation to Charitable Organization:** The City of Blackshear agrees to donate, through its insurer, the sum of \$1,791.00 to the National Coalition for Homeless Veterans on or before June 1, 2023 (the “Payment”) and provide confirmation of the donation as set forth in Section IV.B. to Plaintiff’s counsel no later than June 15, 2023.

(E) **Regular Police Training.** The Blackshear Parties agree to provide annual training, conducted by a third-party organization with relevant expertise, on the First Amendment’s expressive freedoms of speech—including, without limitation, the parameters of protected speech and expression, prohibition on viewpoint-based discrimination by government actors, the free speech and assembly rights of demonstrators, and the right to record police in public operation of their official duties—

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 compensatory, nominal, 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 stipulation of dismissal of all claims with prejudice in accordance with the process set forth in Section IV.C.

(H) **Release by Plaintiff:** Plaintiff releases and forever discharges all claims against the Blackshear Parties, collectively and individually, arising out of the factual allegations of this Lawsuit.

(I) **Release by the Blackshear Parties:** Defendant Wright and the Blackshear Parties, collectively and individually, release and forever discharge any and all claims against Plaintiff arising out of the factual allegations or prosecution of the Lawsuit.

II. NO PENDING LITIGATION

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, complaint, charge, appeal, or other proceeding against any of the Blackshear Parties in any local, state, or 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

(A) Plaintiff and the Blackshear Parties each agree to cooperate fully, to execute any documents necessary to effectuate this Agreement, and to take such additional 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 attorneys' fees, costs, and expenses arising from the negotiation, preparation, and implementation of this Settlement Agreement, other than any fees or costs necessary to enforce the Settlement Agreement.

(B) Plaintiff and the Blackshear Parties, collectively and individually, represent 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 conditions herein.

IV. EFFECTIVE DATE OF AGREEMENT, FULFILLMENT OF TERMS, AND TIME FOR PAYMENT

This Settlement Agreement shall be effective after it is signed by all parties ("Effective Date").

(A) On or before June 15, 2023, the Blackshear Parties or their agent shall provide to Plaintiff's counsel (via email to adam@thefire.org) proof that the Ordinance has been rescinded.

(B) On or before July 1, 2023, the Blackshear Parties or their agent or insurer shall provide to Plaintiff's counsel (via email to adam@thefire.org) proof of payment to the National Coalition for Homeless Veterans, such as a copy of a deposited check or a receipt generated from the National Coalition for Homeless Veterans' online donation page, which is available from the organization's website or at <https://interland3.donorperfect.net/weblink/weblink.aspx?name=E343750&id=6>.

(C) Within five (5) business days of Plaintiff's counsel receiving all documents described in Sections IV.A. and IV.B., Plaintiff shall file the Stipulation of Dismissal with Prejudice described in Section I.G.

V. ENFORCEMENT

Any dispute related to the meaning or enforcement of this Settlement Agreement shall be brought in the U.S. District Court for the Southern District of Georgia. Georgia law shall govern the validity and interpretation of this Agreement insofar as federal law does not control. If the U.S. District Court for the Southern District of Georgia declines to exercise jurisdiction over any such dispute, the parties agree that the dispute will be brought in the Pierce County Superior Court. If any action at law or in equity is necessary by Plaintiff to enforce the Settlement Agreement, Plaintiff shall be entitled to reasonable attorney's fees and costs necessary to bring such action.

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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 shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Plaintiff, on the one hand, and an authorized agent for each of the Blackshear Parties on the other. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto which are not embodied in this Settlement Agreement, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth.

(B) All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Settlement Agreement shall be binding upon, inure to the benefit of, and be enforceable by Plaintiff and the Blackshear Parties, collectively and individually.

(C) 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 Agreement.

(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.

(F) A copy of this Settlement Agreement may be executed in duplicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or PDF (portable document format) are as effective as the originals thereof.

(G) Plaintiff hereby represents and certifies that he has entered into this Settlement Agreement knowingly and voluntarily. Plaintiff certifies that he (i) has carefully read all of this Settlement Agreement and understand its provisions; (ii) has been advised to consult with an attorney of his choice before signing this Settlement Agreement and in fact has had an opportunity to consult with legal counsel; (iii) has not been influenced to sign this Settlement Agreement by any statement or representation by the Blackshear Parties or their attorneys that is not contained in this written Settlement 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 certify that they have entered into this Settlement Agreement knowingly and voluntarily. The Blackshear parties and each of them certify that they (i) have carefully read all of this Settlement Agreement and understand its provisions; (ii) have been advised to consult with an attorney of their choice before signing this Settlement Agreement and in fact have had an opportunity to consult with legal counsel; (iii) have not been influenced to sign this Settlement Agreement by any statement or representation by Plaintiff or his attorneys that is not contained in this written Settlement Agreement; and (iv) have been given a

reasonable amount of time to review this Settlement Agreement and to decide whether to sign it.

ACCEPTED and AGREED TO on the date stated below:

JEFFREY GRAY

J Gray

5-22-23
Date:

CHRIS WRIGHT

Chris Wright

5/15/23
Date:

CITY OF BLACKSHEAR

KRB

By:

Mayor

Its:

5/15/2023
Date: