

**FOR THE SOUTHERN DISTRICT OF GEORGIA
WAYCROSS DIVISION**

GREGORY ROBERSON,

Plaintiff,

v.

BACON COUNTY SCHOOL DISTRICT; Superintendent TRACI MARTIN in her individual and official capacities; Bacon County Board of Education Chair LISA HUGHES in her individual and official capacities; and Bacon County Board of Education Members LATRELL TURNER, MATTHEW PARKER, TYLER BEACH, STEPHANIE WRIGHT, and LANE LEE in their individual and official capacities,

Defendants.

Civil Action No.:
5:25-cv-00125-LGW-BWC

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into by and between Gregory Roberson (“Plaintiff”) and Bacon County School District, Superintendent Traci Martin in her individual and official capacities, Bacon County Board of Education Chair Lisa Hughes in her individual and official capacities, and Bacon County Board of Education Members Latrell Turner, Matthew Parker, Tyler Beach, Stephanie Wright, and Lane Lee in their individual and official capacities (collectively “Defendants”). Plaintiff and Defendants are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

Plaintiff and Defendants hereby agree that the civil action filed by Plaintiff against Defendants on October 21, 2025 in the United States District Court for the Southern District

of Georgia, captioned *Gregory Roberson v. Bacon County School District, et al.*, Case No. 5:25-cv-00125-LGW-BWC, shall be settled and dismissed on the terms herein.

DEFINITIONS

As used in this Agreement:

“Bacon County” means Bacon County School District.

“Board” means the Bacon County Board of Education.

“School Board Officials” means Superintendent Traci Martin in her individual and official capacities, Bacon County Board of Education Chair Lisa Hughes in her individual and official capacities, and Bacon County Board of Education Members Latrell Turner, Matthew Parker, Tyler Beach, Stephanie Wright, and Lane Lee in their individual and official capacities and the Georgia School Boards Association and Georgia School Board Association Risk Management Fund.

“Policies” means the Bacon County School District Policies governing public participation (i.e., public comment) at the Board of Education’s regularly scheduled meetings. These Policies include a Code of Conduct and Sign Up Form.

“Plaintiff” or “Roberson” means Gregory Roberson and his heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Gregory Roberson.

“Defendants” means Bacon County School District, Superintendent Traci Martin in her individual and official capacities, Bacon County Board of Education Chair Lisa Hughes in her individual and official capacities, and Bacon County Board of Education Members Latrell Turner, Matthew Parker, Tyler Beach, Stephanie Wright, and Lane Lee in their individual and official capacities.

“Lawsuit” means the action filed by Plaintiff against Defendants on October 21, 2025 in the United States District Court for the Southern District of Georgia, captioned *Gregory Roberson v. Bacon County School District, et al.*, Case No. 5:25-cv-00125-LGW-BWC.

“Court” means the United States District Court for the Southern District of Georgia.

“Effective Date” means the date that this Agreement has been fully executed by Plaintiff and Defendants.

RECITALS

WHEREAS, the Bacon County School District’s Board of Education (the “Board”) enacted Policies requiring, inter alia, members of the public to submit a request to speak at least 24 hours prior to a regularly scheduled Board meeting; requiring a potential public comment speaker to undergo a multi-level “Chain of Command” process containing no time limits for multiple Bacon County employees to meet with and resolve a commenter’s issue before the commenter could request to speak to the Board; prohibiting members of the public from discussing individual employees, students, or pending litigation when addressing the Board; and empowering the Board Chair to stop a commenter from speaking for “disruptive or otherwise unacceptable behavior, including, but not limited to abusive, profane, or vulgar language; threatening behavior or words; personal attacks on Board members, school district employees, or other citizens; intimidation, [or] taunting.”

WHEREAS, Plaintiff filed the Lawsuit against Defendants challenging the constitutionality of the Policies and their application under the First Amendment and Fourteenth Amendment of the United States Constitution and Article I of the Georgia Constitution;

WHEREAS, Plaintiff and Defendants have reached an agreement to fully and finally

resolve all remaining disputes and claims raised in and related to the Lawsuit on the terms set forth below and enter into this Agreement to memorialize the terms of the resolution.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, which Plaintiff and Defendants acknowledge constitute valuable, adequate, and sufficient consideration by each of them, and intending to be legally bound, the Parties hereby covenant and agree as follows:

I. RECITALS

The Parties agree that the Recitals set forth above are true and correct and are incorporated into the body of this Agreement.

II. CONSIDERATION AND RELEASE OF CLAIMS

(A) Removal of the Chain of Command Policy: Following a vote from the Board of Education to take place at the January 2026 public Board meeting, the Board will remove references to the “Chain of Command Procedure” from its Policies regarding Public Participation in Board Meetings and from the “Public Participation” tab on the Bacon County School District homepage, and will remove the requirement to follow the “Chain of Command Procedure” as a prerequisite to addressing the Board.

(B) Changing Remaining Policies: Following a vote from the Board of Education to take place at the January 2026 public Board meeting, the Board will enact the changes as agreed upon by the Parties to its Code of Conduct and Sign Up Form, respectively attached hereto as **Exhibit A** and **Exhibit B**. The Board will post these Policies on its website and any other public places where the Board has typically posted such Policies.

(C) Settlement Payment: Defendants agree to pay Plaintiff \$59,999 in attorneys’

fees and costs, and \$1 in nominal damages payable to the escrow account of the Law Offices of Gerry Weber, LLC by February 1, 2026 for distribution.

(D) Dismissal. Upon the agreed-upon Policies being enacted and posted, the Chain of Command removed, and upon Plaintiff's full receipt of the settlement payment, Plaintiff shall promptly file a dismissal of the Lawsuit with prejudice.

(E) Mutual releases:

1. Release by Plaintiff. Except as to claims arising out of or related to Defendants' promises, representations, and obligations under this Agreement, Plaintiff, on behalf of himself and his current and former heirs, executors, administrators, successors, assigns, attorneys, agents, employees, representatives, insurers, creditors, all other persons acting for or on his behalf, and all companies or other entities owned or controlled in whole or in part by him, hereby irrevocably and unconditionally releases, acquits, and forever discharges (i) the Bacon County School District and its affiliates, agents, employees, officers, directors, attorneys, representatives, advisors, administrators, advisors or anyone acting on its behalf, (ii) the School Board Officials and their heirs, executors, administrators, successors, assigns, attorneys, agents, employees, representatives, insurers, and all other persons acting for or on their behalf (the "School Board Official Parties") from and against any and all claims, demands, obligations, rights, liabilities, suits, actions, damages, costs, expenses, attorneys' fees, compensation, charges, debts, complaints, causes of action, defenses, and accounts of any kind, character, nature or

description whatsoever, whether known or unknown, fixed or contingent, direct or indirect, in law or in equity, based or founded in tort, contract, or otherwise, that Plaintiff ever had or now has against the School District and/or the School District Official Parties. This release applies to the facial constitutionality of the Code of Conduct and Sign Up Form, attached hereto as Exhibit A and Exhibit B, but does not apply to future actions of Defendants regarding how they enforce and apply these documents going forward when regulating public comments to the Board.

2. Release by Defendants. Except as to claims arising out of or related to Plaintiff's promises, representations, and obligations under this Agreement, Bacon County, and the School District Officials, on behalf of themselves and the School District Official Parties, hereby irrevocably and unconditionally release, acquit, and forever discharge Plaintiff and his current and former heirs, executors, administrators, successors, assigns, attorneys, agents, employees, representatives, insurers, creditors, and all other persons acting for or on his behalf from and against any and all claims, demands, obligations, rights, liabilities, suits, actions, damages, costs, expenses, attorneys' fees, compensation, charges, debts, complaints, causes of action, defenses, and accounts of any kind, character, nature or description whatsoever, whether known or unknown, fixed or contingent, direct or indirect, in law or in equity, based or founded in tort, contract, or otherwise, that Bacon County and the School District Officials ever had or now have against Plaintiff for, upon, or by reason of any matter, cause,

thing, conduct, act, omission, or transaction concerning, arising out of, or relating to the Recitals, any claims that were or could have been asserted in the Lawsuit, the factual allegations of the Lawsuit, and/or the subject matter of the Lawsuit. This release does not apply to any future actions of Plaintiff involving Defendants.

III. REPRESENTATIONS OF THE PARTIES

Roberson and Defendants each represents and warrants that:

- (A) He or they have carefully read and understand this Agreement and, after consulting with and receiving legal advice from his or their own attorney, executes or execute this Agreement voluntarily and of his or their own free will and volition and with intent to be legally bound by this Agreement;
- (B) In executing this Agreement, he has or they have not relied upon any representation, statement, or legal or tax advice by the other Parties or the other Parties' counsel that is not expressly set forth herein;
- (C) The claims and rights he has or they have released in this Agreement presently belong to him or them and have not previously been assigned, conveyed, pledged, subrogated, or transferred to any other person, firm, corporation, or entity; and
- (D) He has and they have full power and authority to sign this Agreement, and no further approvals or consents by any other persons or entities are necessary for him or them to enter into this Agreement and fulfill the conditions herein.

IV. COOPERATION OF THE PARTIES

The Parties each agree to cooperate fully, to execute any documents, and to take such

additional actions that reasonably may be necessary to effectuate this Agreement.

V. ENFORCEMENT

Any action related to the meaning or enforcement of this Agreement shall be brought only in the Georgia state courts, absent a basis for supplemental jurisdiction over such claims in the U.S. District Court of Georgia. Each Party stipulates that, in any such action, he is or they are subject to personal jurisdiction in Georgia and venue is proper in Bacon County or the U.S. District Court for the Southern District of Georgia and each Party waives and releases now and forever any defense based on personal jurisdiction or venue that might otherwise exist in any such action. Georgia law shall govern the validity and interpretation of this Agreement and any disputes arising from or related to this Agreement.

VI. MISCELLANEOUS

(A) This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous written or oral negotiations, discussions, communications, and agreements related to the subject matter of this Agreement. This Agreement may not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by all Parties. 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 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. Notwithstanding the foregoing, the Parties agree that the School Board Officials shall not have any obligations under the Agreement once the terms set forth in paragraphs II(A-C)

have been fulfilled and they no longer serve on the Board or as the Superintendent of the Bacon County School District.

- (B)** All of the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective executors, administrators, personal representatives, heirs, successors, assigns, and affiliates.
- (C)** If any single paragraph or clause of this Agreement should be found unenforceable, invalid, void, or illegal by a court of competent jurisdiction, it shall be severed, and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.
- (D)** Nothing in this Agreement prohibits the 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 Agreement.
- (F)** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement between the Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Any required signatures or acknowledgments communicated by facsimile transmission or PDF (portable document format) are as effective as the originals hereof.
- (G)** Each Party acknowledges that they have had the opportunity to consult

with counsel of their own choosing regarding the terms of this Agreement and to negotiate modifications to the language of this Agreement. Accordingly, each Party agrees that in any dispute regarding the interpretation or construction of this Agreement, no presumption will operate in favor of or against any other Party by virtue of their role in drafting or not drafting the terms and conditions set forth herein.

(H) Each of the Parties understands and agrees that this Agreement is a compromise of disputed claims and does not constitute, nor shall it be construed as, an admission of liability or wrongdoing by any of the Parties to this Agreement.

ACCEPTED and AGREED TO on the date stated below:

GREGORY ROBERSON

Gregory H. Roberson

1/17/2026

Date:

BACON COUNTY SCHOOL DISTRICT

Juan Martin

By:

Superintendent

Its:

1-20-26

Date:

TRACI MARTIN

Traci Martin

Date: 1-20-26

LISA HUGHES

Lisa Hughes

Date: 1-20-26

LATRELL TURNER

Latrell Turner

Date: 1-20-26

MATTHEW PARKER

Matthew Parker

Date: 1-20-26

TYLER BEACH

Tyler Beach

Date: 1-20-26

STEPHANIE WRIGHT

Stephanie Wright

Date: 1-20-26

LANE LEE

Lane Lee

Date: 1-20-26

EXHIBIT A



Code of Conduct for Public Comments at Public Meetings of the Bacon County Board of Education

Meetings of the Board of Education are held to conduct the affairs and the business of the school system. Although these meetings are not meetings of the public, the public is invited to attend all meetings and members of the public are invited to address the Board at appropriate times during regularly scheduled meetings and in accordance with the following procedures established by the Board or the Superintendent.

The Superintendent shall make available these procedures allowing members of the public to address the Board on issues of concern. These procedures shall be available at the Superintendent's office and shall be given, upon request, to anyone requesting a copy.

In addition to any requirements under Georgia law, the agenda for Board meetings shall be made available on or through the Bacon County School District website.

These procedures shall be made available on or through the Bacon County School District website.

In order to provide a professional and courteous forum for citizens to bring concerns and issues before the Bacon County Board of Education, we ask that all speakers be aware of the following guidelines:

- 1) The Board will allow a maximum of thirty (30) minutes for public comment. In accordance with Board policy, anyone desiring to speak on an agenda item shall submit a Public Participation Sign Up Form at any time up to thirty (30) minutes before the start of the meeting at the location of the meeting. Any individual desiring to speak on an item that is not on the agenda shall be required to have submitted a completed Public Participation Sign Up Form to the Superintendent's Office no later than 24 hours in advance of the regularly scheduled Board meeting. Individuals speaking on agenda items will be given first priority to speak. Citizens may comment on any item that was added to the agenda during the meeting or 30 minutes before the start of the meeting.

- 2) Only residents of the School District, representatives of businesses or organizations located in the District, parents or guardians of students attending the schools of the District, or school system employees may address the Board during public participation.
- 3) The topic addressed must be identical to the one submitted on the Public Participation Sign-Up Form.
- 4) The public is urged to follow other resolution processes set forth in Board policy or available at individual schools, where those processes are clearly designed to address the issue to be raised.
- 5) Issues involving individual students are not subjects for public participation unless the speaker is discussing a child for whom they are the parent or guardian.
- 6) Each speaker will be allowed a maximum of three (3) minutes.
- 7) Comments should be brief, clear, and to the point and must be addressed to the Board and not directed to the audience.
- 8) When called upon to speak, each speaker will identify him or herself and will indicate the group, if any, which he or she represents.
- 9) Time may not be yielded by one speaker to another.
- 10) Members of the public should conduct themselves in a respectful manner and shall not disrupt the conduct of the Board's business. Signs, flags, and banners are prohibited inside the Board meeting room.
- 11) Board members will not respond at this meeting to comments or questions from speakers.
- 12) The Board Chair has the authority to terminate a speaker's presentation to the Board for actually disruptive conduct, words or behavior, or obscene language and the speaker may be removed from the Board meeting for such conduct as permitted by OCGA 20-2-58(c)(4) or other applicable law.

**BACON COUNTY SCHOOL BOARD
102 W 4th Street, Alma, GA 31510
PUBLIC PARTICIPATION SIGN-UP FORM**

If you are speaking on a non-agenda item, please submit this form no later than 24 hours in advance of the meeting by:

- Hand Delivery: Board of Education, 102 W 4th Street, Alma, GA 31510
- Email: lori.barber@bcraiders.com (add Public Participation to the email subject line)

If speaking on an agenda item, you may sign up at the meeting location up to 30 minutes before the start of the meeting.

Citizens may also comment on any item that was added to the agenda during the meeting or 30 minutes before the start of the meeting.

Meeting Date: _____

Name: _____

Email: _____

Topic or Agenda Item You Wish to Speak On:

I am a:

- Resident of the Bacon County School District
- Representative of a business or organization located in the Bacon County School District

Name of Organization: _____
(Only one representative of an organization is allowed to speak on the same topic.)

- Parent or guardian of students attending the schools of the Bacon County School District
- Employee of the Bacon County School District

To Be Completed by Bacon County Board of Education:

Received by: _____ Date: _____