

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF GEORGIA  
BRUNSWICK DIVISION**

SARAH FRANCES DRAYTON, *et al.*,

Plaintiffs,

v.

MCINTOSH COUNTY, *et al.*,

Defendants.

Civ. No. 2:16-CV-00053-RSB-BWC

**ORDER OF DISMISSAL WITH PREJUDICE**

Plaintiffs Shirley Grant on behalf of the Estate of Sarah Frances Drayton; Melvin Banks, Sr.; Ceaser Banks; Nancy Banks; Lorie Banks on behalf of herself and the Estate of Melvin Banks, Jr.; Marion Banks; Roberta Banks; Richard Banks on behalf of himself and the Estate of Carolyn Banks; Andrea Dixon; Deborah Dixon; Samuel L. Dixon; Dan Gardner; Cheryl Grant; Bobby Grovner; Celia Grovner; David Grovner, Sr., on behalf of himself and the Estate of Vernell Grovner; David Grovner, Jr.; Iregene Grovner, Jr.; Iregene Grovner, Sr.; Rall Grovner; Angela Hall; Angelina Hall; Reginald Hall; Benjamin Hall; Florence Hall; Margaret Hall on behalf of herself and the Estate of Charles Hall; Victoria Hall on behalf of herself and the Estate of Joseph Hall; Rosemary Harris; Dena Mae Harrison on behalf of the Estate of Harold Hillery and on behalf of the Estate of Johnnie Hillery; Brenda Jackson; Jesse Jones; Temperance Jones; Sonnie Jones; Harry Lee Jordan; Tia LeGree on behalf of the Estate of Earlene Davis; Delores Hillery Lewis; Johnny Matthews; Frances Mercer; Mary Dixon Palmer; Lisa Marie Scott; Andrea Sparrock; David Sparrock; Aaron Walker; Verdie Walker; Marcia Hall Wells; Stacey White; Sylvia Williams; Valerie Williams; Help Org, Inc.; and Raccoon Hogg, CDC (collectively, "Plaintiffs"), and Defendants the State of Georgia; Governor Brian Kemp, in his

official capacity as the Governor of Georgia and the Chairperson of the Sapelo Island Heritage Authority; Georgia Department Of Natural Resources; DNR Commissioner Mark Williams, in his official capacity; and Georgia Department of Community Affairs (collectively, “State Defendants”) have reached and executed a settlement agreement resolving all Plaintiffs’ claims against the State Defendants. *See Exhibit A, Settlement Agreement.*

Accordingly, and as agreed by Plaintiffs and State Defendants, this Court dismisses Plaintiffs’ claims against the State Defendants with prejudice, with Plaintiffs and the State Defendants to bear their own costs and fees; however, Plaintiffs or State Defendants may move this Court, within three years of the Effective Date of this Order, to reopen the case to enforce the terms of the Settlement Agreement.

Nothing in this Order shall affect Plaintiffs’ claims against Defendant McIntosh County, by and through its Board of Commissioners that have been asserted in this matter.

SO ORDERED, this \_\_\_\_ day of \_\_\_\_\_, 2020.

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R. STAN BAKER  
UNITED STATES DISTRICT JUDGE  
SOUTHERN DISTRICT OF GEORGIA

**EXHIBIT A**

## COMPROMISE, RELEASE AND SETTLEMENT AGREEMENT

This COMPROMISE, RELEASE AND SETTLEMENT AGREEMENT (“Settlement Agreement”) is entered into by and among:

### I. INTRODUCTION

1. As used herein, Plaintiffs are Shirley Grant on behalf of the Estate of Sarah Frances Drayton; Melvin Banks, Sr.; Ceaser Banks; Nancy Banks; Lorie Banks on behalf of herself and the Estate of Melvin Banks, Jr.; Marion Banks; Roberta Banks; Richard Banks on behalf of himself and the Estate of Carolyn Banks; Andrea Dixon; Deborah Dixon; Samuel L. Dixon; Dan Gardner; Cheryl Grant; Bobby Grovner; Celia Grovner; David Grovner, Sr., on behalf of himself and the Estate of Vernell Grovner; David Grovner, Jr.; Iregene Grovner, Jr.; Iregene Grovner, Sr.; Rall Grovner; Angela Hall; Angelina Hall; Reginald Hall; Benjamin Hall; Florence Hall; Margaret Hall on behalf of herself and the Estate of Charles Hall; Victoria Hall on behalf of herself and the Estate of Joseph Hall; Rosemary Harris; Dena Mae Harrison on behalf of the Estate of Harold Hillery and on behalf of the Estate of Johnnie Hillery; Brenda Jackson; Jesse Jones; Temperance Jones; Sonnie Jones; Harry Lee Jordan; Tia LeGree on behalf of the Estate of Earlene Davis; Delores Hillery Lewis; Johnny Matthews; Frances Mercer; Mary Dixon Palmer; Lisa Marie Scott; Andrea Sparrock; David Sparrock; Aaron Walker; Verdie Walker; Marcia Hall Wells; Stacey White; Sylvia Williams; Valerie Williams; Help Org, Inc.; Raccoon Hogg, CDC, Felicia Martin, and Charles Martin, and all of their past, present, and future agents, representatives, successors, assigns, heirs, beneficiaries, executors, administrators, and attorneys (collectively, “Plaintiffs”).

2. As used herein, “State Defendants” are defined as the State of Georgia; Governor Brian Kemp, in his official capacity as the Governor of Georgia and the Chairperson of the Sapelo Island Heritage Authority (“SIHA”); Georgia Department Of Natural Resources (“DNR”); and

DNR Commissioner Mark Williams, in his official capacity; and Georgia Department of Community Affairs (“DCA”) (collectively, the “State Defendants”).

3. In full and final satisfaction of all civil claims, rights, suits, costs, debts, demands, actions, and causes of action, including any claims alleging discrimination on the basis of race and disability in violation of: the Equal Protection Clause of the Fourteenth Amendment; 42 U.S.C. §§ 1981, 1982, and 1983; Title VI of the 1964 Civil Rights Act, 42 U.S.C. § 2000d *et seq.*; and Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12132, 12142, 12146-12148; including federal statutory law, federal common law, the United States Constitution, state common law, and state statutory law, the Georgia Constitution, whether known or unknown, as of the Effective Date, which have been asserted in the case of Shirley Grant, as personal representative of the Estate of Sarah Francis Drayton, et. al., v. McIntosh County, et. al., 2:16-CV-00053-RSB-BWC filed in United States District Court for the Southern District of Georgia, Brunswick Division (hereinafter the “Civil Action”), and in consideration of the promises and covenants contained herein and payment of the sums set forth herein, the adequacy, and sufficiency of said consideration being hereby acknowledged, the Parties hereby agree as follows:

## II. COVENANTS, REPRESENTATIONS, AND WARRANTIES

4. Plaintiffs who are parties in this case in a representative capacity, alone or in addition to their individual capacity, represent and warrant that they have legal capacity to settle, to release and to covenant not to sue pursuant to this Settlement Agreement. This Settlement Agreement constitutes full resolution of all claims asserted against the State Defendants by Plaintiffs in this Civil Action.<sup>1</sup> This Settlement Agreement is not intended to apply in any way to

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<sup>1</sup> With the exception of Marion and Roberta Banks’ land ownership/trailer dispute described in more detail in paragraph 35.

the claims Plaintiffs have pending against McIntosh County or the Board of Commissioners of McIntosh County in this Civil Action.

5. As further consideration for the making of said settlement and payment, Plaintiffs expressly warrant, represent and agree as follows, and hereby expressly understand and acknowledge that the parties are relying upon these warranties, representations and agreements in tendering the funds under this Settlement Agreement:

- a. He/She is over the age of eighteen (18), is of sound mind, and is laboring under no disabilities which would affect his or her ability to agree to the terms contained herein;
- b. There are no derivative claims whatsoever for any injury or damages to have been sustained as a result of the allegations made in the Civil Action;
- c. There are no actual or potential liens of any kind whatsoever on the claims being released hereunder. The Plaintiffs will save and hold the State Defendants harmless from, and indemnify them for, any and all claims of any nature whatsoever that may hereafter be asserted against them by any interested person claiming any such interest, lien or reimbursement related to the settlement proceeds;
- d. The undersigned Plaintiffs hereby affirm that they do not have any bankruptcy proceedings pending as of the date the undersigned Plaintiffs executed this Settlement Agreement;
- e. All health-care-related, medical, dental, pharmacy, hospital, nursing home, physician practice, and any other bills and charges incurred for treatment of

injuries relating to or in any way connected with the Civil Action have been fully paid, or will be fully paid from the proceeds set forth herein, and there are no liens pursuant to state or federal law for charges incurred for any such treatment (including but not limited to O.C.G.A. §§ 44-14-470, et seq. and 49-4-148, et. seq.; Medicare/Medicaid; TRICARE; and CHAMPVA); nor are there any subrogation claims or liens by any insurance company, governmental entity, hospital, nursing home, physician practice, employer, benefit provider, health maintenance organization, health benefit plan, preferred provider organization, employee benefit plan, or other entity for healthcare-related, pharmacy, disability, or workers' compensation benefits provided to the Plaintiffs that relate to or are in any way connected to the allegations made in the Civil Action. Plaintiffs will save and hold the State Defendants harmless from, and indemnify them for, any and all claims of any nature whatsoever that may hereafter be asserted against them by any person, agency or entity claiming any such interest, lien or reimbursement related to the settlement proceeds.

Each of the undersigned Plaintiffs represents that as of the date of the execution of this Settlement Agreement he or she has the right and authority to execute this Settlement Agreement and that he or she has not sold, assigned, transferred, conveyed or otherwise disposed of any claim or demand related to any rights surrendered by virtue of this Settlement Agreement and is possessed of legal and mental capacity to enter into this Settlement Agreement.

**III. SCOPE AND TERM OF SETTLEMENT AGREEMENT**

6. This Settlement Agreement is effective immediately upon the entry of an Order by the Court dismissing all Plaintiffs' claims against State Defendants with prejudice and incorporating by reference this Settlement Agreement (the "Effective Date").

**IV. SAPELO ISLAND FERRY AND DOCK ACCESSIBILITY**

7. The State Defendants affirm that a portable wheelchair lift has been purchased and is in position, operational, and visible to passengers for use at the Meridian Landing dock.

8. The State Defendants affirm that the Captain's Safety Briefing is printed and available to ferry riders upon request.

9. The State Defendants shall purchase an ADA-compliant assistive listening system for the Katie Underwood vessel with a total of six receivers, two of which will be hearing aid compatible. The assistive listening system shall include a variety of inputs (such as Styrofoam buds, noise canceling headset, earbuds, etc.). The State Defendants shall provide signage on the Katie Underwood vessel with the International Symbol of Access for Hearing Loss to alert passengers that the vessel provides an assistive listening system.

10. The State Defendants shall repair the concrete approach to the door to the restroom building at the Meridian waiting facility. The State Defendants shall make this repair within 30 days of the date of entry of an Order by the Court incorporating this Settlement Agreement.

11. The State Defendants shall complete two phases of repairs to the docks serving Sapelo Island. The first phase of repairs, involving the Marsh Landing dock, are outlined in Paragraphs 12-15. The first phase repairs shall be completed by December 2021.

12. The State Defendants shall completely demolish the existing dock facility at Marsh Landing, including the existing fixed wooden pier, covered waiting pavilion, aluminum gangways, concrete floating docks, wooden piles and pile clusters, and install a concrete cap at the sea wall with guardrails.

13. The State Defendants shall install a concrete paved section at the seawall with ADA-compliant parking and standard parking at the Marsh Landing dock. The remainder of the parking lot at Marsh Landing will remain asphalt paved.

14. The State Defendants shall install a new concrete fixed pier, large covered open-aired waiting pavilion located on the land side at the parking lot, and a small covered open-aired waiting pavilion over the marsh at the Marsh Landing dock.

15. The State Defendants shall construct new aluminum gangways, including an 80-foot gangway for passenger access to the ferry, a new primary concrete floating dock, a secondary concrete floating dock, a concrete floating courtesy dock, and new timber piles and pile clusters at the Marsh Landing dock.

16. The second phase of repairs, involving the Meridian dock, are outlined in Paragraphs 17-18. These second phase repairs shall begin after the completion of phase one repairs and shall be completed by December 2022.

17. The State Defendants shall completely demolish the existing Meridian dock facility, including the existing fixed wooden pier, aluminum gangway, concrete floating docks, wooden piles and pile clusters. The State Defendants shall construct a new concrete sheet pile seawall with a concrete cap, milling and paving at loading zone, new aluminum gangways, including an 80-foot gangway for passenger access to the ferry, new primary concrete floating

dock, secondary concrete floating dock, a concrete floating courtesy dock, and new timber piles and pile clusters.

18. The State Defendants shall install ADA-compliant parking at the Meridian dock facility.

19. The State Defendants shall retain Stevens & Wilkinson and/or EMC Engineering as a third party to provide general contract administration, which will include the general oversight of construction and to confirm that ADA specifications are met.

20. The State Defendants shall confirm for Plaintiffs that Stevens & Wilkinson and/or EMC Engineering has expertise in ADA compliance matters.

21. The State Defendants shall post information informing residents of the procedure for requesting an ADA accommodation, explaining the State Defendants' ADA responsibilities, and identifying a designated ADA contact person for grievances at the Meridian and Marsh Landing docks. The State Defendants affirm that this information is, and will continue to be, available on DNR's website.

22. The State Defendants shall provide Plaintiffs' counsel within 30 days of the entry of an Order by the Court incorporating this Settlement Agreement the information that they have received regarding the threshold requirements for the door of the Katie Underwood ferry boat. The State Defendants shall undertake a good faith effort to obtain and implement information from the Coast Guard regarding whether the threshold can be lowered.

23. If the Coast Guard states that the threshold on the door of the Katie Underwood ferry boat cannot be lowered and/or the State Defendants do not receive a response from the Coast Guard within 60 days of the State Defendants' inquiry, the State Defendants shall solicit a solution

from the firm Stevens & Wilkinson and implement such solution to replace the existing heavy, wooden ramp with: 1) a permanent ramp (if permitted by the Coast Guard), or 2) if it cannot be a permanent ramp, a more lightweight, aluminum ramp to be used to get over the threshold.

24. If deemed reasonable and feasible by DNR's ADA consultants, the State Defendants shall remove one of the benches in the rear of the ferry boats to make room for a wheelchair to be latched/secured in that area. If DNR's ADA consultants conclude that it is not reasonable and feasible to remove one of the benches in the rear, it will identify and implement an alternative solution that ensures adequate space for a wheelchair to be latched/secured.

#### **V. FERRY SCHEDULE**

25. DNR shall survey Sapelo Island residents and property owners on the timing of the last daily ferry run and a Memorial Day ferry roundtrip. DNR shall consider changes to the ferry schedule based on the results of that survey. DNR shall share the results of the survey with Sapelo Island residents and property owners and shall articulate to Sapelo Island residents and property owners the basis for any decisions regarding the ferry schedule made in response to the survey.

#### **VI. SAPELO ISLAND HERITAGE AUTHORITY**

26. The DNR Commissioner shall meet annually with Hog Hammock residents and Hog Hammock property owners on Sapelo Island to discuss SIHA-related issues and to hear their recommendations for candidates for the SIHA Board.

27. The DNR Commissioner shall notify the Governor of the Hog Hammock residents and property owners' candidate recommendations for the SIHA Board for the Governor's consideration

28. The SIHA Board shall be notified that Plaintiffs request that SIHA hold meetings at least annually.

29. Any proposed concept plan for the use of SIHA lands by Hog Hammock residents or property owners received by the DNR Commissioner within two years of the date of entry of this Settlement Agreement shall be submitted to SIHA for consideration at a public meeting. As part of that consideration, if applicable, SIHA shall consider a transfer of the necessary land to a land trust or the use of a lease agreement. A feasibility study shall not be a prerequisite for the submission of any concept plan to the DNR Commissioner.

#### **VII. WATER**

30. DNR shall consider and implement reasonable low-cost (under \$2,000) options to increase the water pressure of the Hog Hammock water system.

#### **VIII. MONETARY SETTLEMENT**

31. Within thirty days of an Order by the Court dismissing the State Defendants and incorporating this Settlement Agreement, but no earlier than July 1, 2020, the State Defendants shall pay the total sum of \$750,000, which is inclusive of all Plaintiffs' claims for damages, attorneys' fees, and costs sought in this Civil Action ("Settlement Payment"). The Settlement Payment shall be made in the form of a check payable to Relman Colfax IOLTA Account and delivered to Reed Colfax, Relman Colfax, 1225 19th Street NW, Suite 600, Washington, DC, 20036. An IRS Form 1099-MISC will issue to Relman Colfax IOLTA Account. Plaintiffs' counsel agree to promptly furnish a W-9 to the Georgia Department of Administrative Services so that payment can be processed.

32. Plaintiffs understand that all of the consideration paid herewith is being paid by the Georgia Department of Administrative Services as the administrator of the Liability Trust Fund. Furthermore, Plaintiffs acknowledge that the Georgia Department of Administrative Services is the administrator of the Liability Trust Fund, and is therefore, considered a liability insurance carrier. Plaintiffs acknowledge that DOAS is authorized to settle this matter on behalf of the State Defendants.

**IX. MUTUAL RELEASES**

33. Except as otherwise set forth, for and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs, for themselves and for and on behalf of any Estate that they represent in this suit, their attorneys, their heirs, their executors, administrators, successors and assigns, do hereby fully, finally and forever release and discharge State Defendants, and all of their agencies, subdivisions, instruments, commissioners, boards, past, present, and future agents, servants, employees, heirs, executors, administrators, directors, supervisors, predecessors, assigns and other officials and employees thereof, and all other persons or entities who might be liable of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever that are related to those claims asserted in this Civil Action, or which arise from the same nucleus of facts as, and might have reasonably been asserted by or on behalf of Plaintiffs against the Defendants in, this Civil Action, as of the Effective Date. Plaintiffs and the Estates which they here represent, covenant and agree that they will forever refrain and forebear from, directly or indirectly, on their own behalf, derivatively, or on behalf of a class, commencing, instituting, pursuing, or prosecuting any lawsuit, action, appeal, or other proceeding against any or all of the State Defendants or any of its officials, agencies, departments, employees, representatives,

attorneys, and assigns, based on, arising out of, related to or connected with any of the released claims.

34. Except as otherwise set forth and except for breach of a representation or warranty made by Plaintiffs in this Settlement Agreement, for and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the State Defendants, for themselves, and their attorneys, do hereby fully, finally and forever release and discharge Plaintiffs, their heirs, executors, administrators and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever which might have been asserted by or on behalf of the State Defendants against Plaintiffs in connection to the Civil Action as of the Effective Date. State Defendants, for themselves, and their attorneys, covenant and agree that they will forever refrain and forebear from commencing, instituting, pursuing, or prosecuting any lawsuit, action, appeal, or other proceeding against any or all of the Plaintiffs, based on, arising out of, related to or connected with any of the released claims in the Civil Action. Plaintiffs acknowledge and agree that it will be the sole responsibility of Plaintiffs and/or their attorneys to pay and withhold any taxes, fees, child support obligations or other obligations not related to this Civil Action that may be owed to the State of Georgia, the Georgia Department of Revenue, or to other state agencies, entities, authorities or instrumentalities, and that such claims are not released in this Settlement Agreement.

35. Nothing in this Settlement Agreement shall be construed as releasing or otherwise limiting any Party's rights to assert a property ownership dispute claim. Nothing in this Settlement Agreement shall be construed as releasing or otherwise limiting Plaintiffs' past, present, or future claims against McIntosh County, its boards, commissioners, managers, employees, officers, contractors, agencies, and subdivisions. The dispute between Plaintiffs Marion and Roberta Banks

and the State Defendants regarding ownership of Parcel 16A in Lot 26 of the Hog Hammock Subdivision on Sapelo Island, and the location of Roberta and Marion Banks' trailer on that parcel, will be resolved by a separate agreement and/or release. Neither Plaintiffs, nor the State Defendants, herein waive or release any claims regarding that dispute. This Paragraph 35 controls if any part of it conflicts with any other part of this Settlement Agreement.

36. Plaintiffs hereby agree to completely indemnify and hold harmless the State Defendants against any and all claims for liens, damages, compensation or otherwise, arising out of the incidents giving rise to this Civil Action where such claim is brought by a Plaintiff directly, or by a Plaintiff as part of a class action or in a derivative capacity, or through an entity in which the Plaintiff is an officer, shareholder and/or director, and/or against any claim made against the settlement proceeds that is asserted by any entity or individual, said indemnity to include, but not be limited to, indemnity for claims arising from the sole negligence of the parties and to include all reasonable costs in defending against such claims, liens, etc., including attorney's fees. Plaintiffs hereby waive any and all rights of exemption, both as to real and personal property to which they may be entitled under the laws of any State as against such claim for reimbursement or indemnity. This indemnity agreement shall include all reasonable attorney's fees, costs, and expenses incurred by indemnitee in conjunction with asserting a claim against the undersigned for indemnity pursuant to this paragraph.

37. It is understood and agreed that the parties have relied wholly upon their own judgment, belief, and knowledge, and advice of their attorneys as to the finality of this Settlement Agreement and that the Settlement Agreement is made without reliance upon any statement or representation not contained herein.

38. Nothing in this Section shall preclude Plaintiffs and State Defendants from seeking to enforce the terms of this Settlement Agreement.

**X. DISMISSAL**

39. Within five days of the full execution of this Settlement Agreement, Plaintiffs will file a motion with the Court requesting the entry of an Order dismissing the State Defendants with prejudice, and incorporating this Settlement Agreement.

**XI. CHOICE OF LAW**

40. This Settlement Agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the law of said State. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning.

**XII. MISCELLANEOUS TERMS**

41. The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. In the event of a failure by either party, whether willful or otherwise, to perform in a timely manner any act required by this Settlement Agreement, any party may move this Court, within three years of the Effective Date, to reopen the case and impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages, costs, and attorneys' fees which may have been occasioned by non-actions or actions.

42. Failure of a party to insist upon strict performance of any provision of this Settlement Agreement shall not be deemed a waiver of the party's rights or remedies or a waiver

by the party of any default by another party in performance or compliance with any term of this Settlement Agreement.

43. This Settlement Agreement shall not be construed as an admission or acknowledgment of liability by the State Defendants. The parties understand that this is a final disposition of the dispute between the parties, both as to legal liability and as to the nature and extent of any injuries and/or damages resulting from alleged acts or omissions attributable to the parties. This Settlement Agreement is made to terminate further controversy respecting all claims that have been or could be asserted against the parties, including attorney's fees, costs, and expenses; and this is a full and final settlement but not an admission of liability and shall not be treated as an admission at any time or in any manner whatsoever. Neither this settlement and compromise nor the payment of the sum set forth herein shall be construed as an admission of wrongdoing by the parties, all such liability and wrongdoing being expressly denied by them. This Settlement Agreement in no way prejudices the rights of the State Defendants to deny liability with respect to the allegations made in the Civil Action.

44. No provision in this Settlement Agreement is intended or shall create any rights with respect to the subject matter of this Settlement Agreement in any third party.

45. It is further understood that no party shall be considered a "prevailing party" in the Civil Action for any purpose, including but not limited to recovery of attorney's fees, costs, and expenses of litigation under state and federal law, including but not limited to 42 U.S.C. § 1988 and O.C.G.A. §§ 9-11-68, 9-15-14, and 13-6-11. Except as expressly set forth herein, the parties will bear their own costs, attorney's fees, and expenses incurred in connection with the Civil Action.

46. Nothing in this Settlement Agreement shall be construed as the State of Georgia's waiver of immunities available under state and/or federal law.

47. This Settlement Agreement may be signed by the parties in several counterparts, each of which shall serve as an original as against any party who signed it, and all of which taken together shall constitute one and the same document.

48. This Settlement Agreement contains the entire agreement and understanding of the parties; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Settlement Agreement; and may not be modified, in whole or in part, except by written agreement signed by all of the parties.

49. Neither State Defendants nor their attorneys make any representation as to the tax consequences, if any, of the provisions of this Settlement Agreement. Plaintiffs acknowledge and agree that it will be the sole responsibility of Plaintiffs and/or their attorneys to pay any taxes due on the settlement amount, if any; and that Plaintiffs specifically agree to hold State Defendants harmless as to any tax liability that may result. Plaintiffs acknowledge that the Settlement Payment will be issued in the form of a check payable to Relman Colfax IOLTA Account and delivered to Reed Colfax. Plaintiffs' counsel will furnish a W-9 to the Georgia Department of Administrative Services and Plaintiffs' counsel will be responsible for issuing an IRS Form 1099-MISC to each Plaintiff.

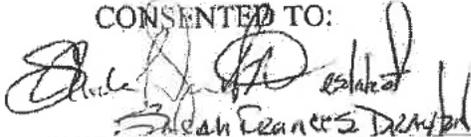
50. If a court of competent jurisdiction determines that any term, provision, or part of this Settlement Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Settlement Agreement and shall not affect the validity or enforceability of the remainder of this Settlement Agreement.

51. All signatories hereto further state that they have carefully read the within and foregoing Settlement Agreement and full and final release of claims and know and understand the contents thereof and that they execute the same as their own free act and deed.

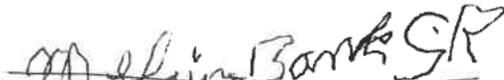
Dated: October 19, 2020

**The undersigned consent to this Settlement Agreement:**

CONSENTED TO:

  
SHIRLEY GRANT on behalf of  
THE ESTATE OF SARAH FRANCES DRAYTON

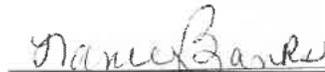
CONSENTED TO:

  
MELVIN BANKS, SR

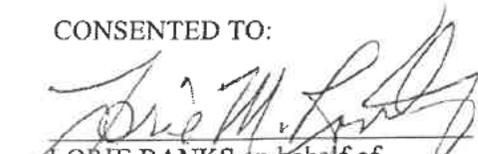
CONSENTED TO:

  
CEASER BANKS

CONSENTED TO:

  
NANCY BANKS

CONSENTED TO:

  
LORIE BANKS on behalf of  
HERSELF AND THE ESTATE  
OF MELVIN BANKS, JR.

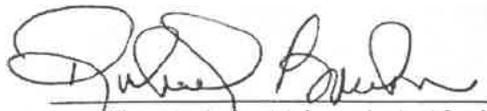
CONSENTED TO:

  
MARION BANKS

CONSENTED TO:

  
ROBERTA BANKS

CONSENTED TO:

  
RICHARD BANKS on behalf of  
HIMSELF AND THE ESTATE OF  
CAROLYN BANKS

CONSENTED TO:

Andrea Dixon  
ANDREA DIXON

CONSENTED TO:

Cheryl Grant  
CHERYL GRANT,

CONSENTED TO:

Deborah Dixon  
DEBORAH DIXON

CONSENTED TO:

Bobby Grovner  
BOBBY GROVNER

CONSENTED TO:

Samuel L. Dixon  
SAMUEL L. DIXON

CONSENTED TO:

Celia Grovner  
CELIA GROVNER

CONSENTED TO:

Dan Gardner  
DAN GARDNER

CONSENTED TO:

David Grovner SR.  
DAVID GROVNER, SR., on behalf of  
HIMSELF AND THE ESTATE OF  
VERNELL GROVNER

CONSENTED TO:

David Grovner Jr  
DAVID GROVNER, JR

CONSENTED TO:

Angelika Hall  
ANGELIKA HALL

CONSENTED TO:

Irene Grovner Jr  
IRENE GROVNER, JR

CONSENTED TO:

Reginald Hall  
REGINALD HALL

CONSENTED TO:

Irene Grovner Sr  
IRENE GROVNER, SR.

CONSENTED TO:

Benjamin Hall  
BENJAMIN HALL

CONSENTED TO:

Rall Grovner  
RALL GROVNER

CONSENTED TO:

Florence Hall  
FLORENCE HALL

CONSENTED TO:

Angela Hall  
ANGELA HALL

CONSENTED TO:

Margaret Hall  
MARGARET HALL on behalf of  
HERSELF AND THE ESTATE OF  
CHARLES HALL

CONSENTED TO:

Victoria Hall  
VICTORIA HALL on behalf of  
HERSELF AND THE ESTATE OF JOSEPH  
HALL

CONSENTED TO:

Temperance Jones  
TEMPERANCE JONES

CONSENTED TO:

Rosemary Harris  
ROSEMARY HARRIS

CONSENTED TO:

Sonnie Jones  
SONNIE JONES

CONSENTED TO:

Dena Mae Harrison  
DENA MAE HARRISON on behalf of  
THE ESTATE OF HAROLD HILLERY  
AND on behalf of THE ESTATE OF  
JOHNNIE HILLERY

CONSENTED TO:

Harry L. Jordan  
HARRY LEE JORDAN III

CONSENTED TO:

Brenda J. Jackson  
BRENDA JACKSON

CONSENTED TO:

Tia Legree  
TIA LEGREE on behalf of  
THE ESTATE OF EARLENE DAVIS

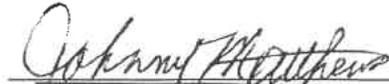
CONSENTED TO:

Jesse Jones  
JESSE JONES

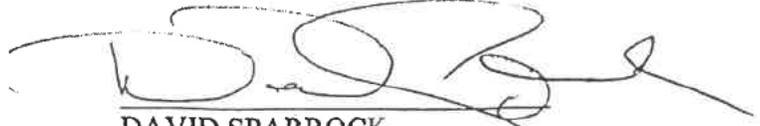
CONSENTED TO:

Delores Hillery Lewis  
DELORES HILLERY LEWIS

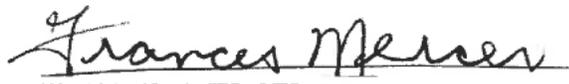
CONSENTED TO:

  
JOHNNY MATTHEWS

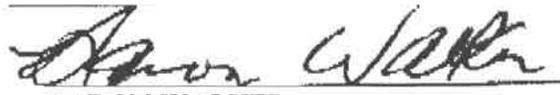
CONSENTED TO:

  
DAVID SPARROCK

CONSENTED TO:

  
FRANCES MERCER

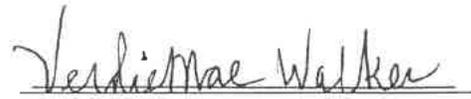
CONSENTED TO:

  
AARON WALKER

CONSENTED TO:

  
MARY DIXON PALMER

CONSENTED TO:

  
VERDIE WALKER

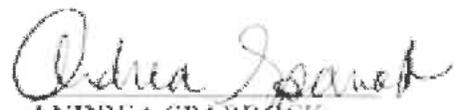
CONSENTED TO:

  
LISA MARIE SCOTT

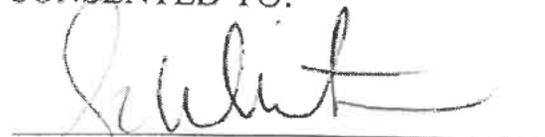
CONSENTED TO:

  
MARCIA HALL WELLS

CONSENTED TO:

  
ANDREA SPARROCK

CONSENTED TO:

  
STACEY WHITE

CONSENTED TO:

  
\_\_\_\_\_  
RACCOON HOGG, CDC

CONSENTED TO:

  
CHARLIE MARTIN  
CHARLES MARTIN

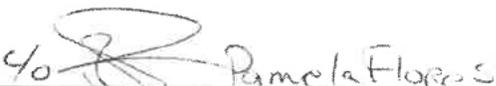
CONSENTED TO:

  
\_\_\_\_\_  
SYLVIA WILLIAMS

CONSENTED TO:

  
\_\_\_\_\_  
VALERIE WILLIAMS

CONSENTED TO:

  
\_\_\_\_\_  
HELP ORG, INC.

CONSENTED TO:

  
\_\_\_\_\_  
FELICIA MARTIN

CONSENTED TO:

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GEORGIA DEPARTMENT OF  
ADMINISTRATIVE SERVICES

CONSENTED TO:

A handwritten signature in cursive script, appearing to read "Mark Williams", is written over a horizontal line.

MARK WILLIAMS,  
COMMISSIONER of the  
GEORGIA DEPARTMENT OF  
NATURAL RESOURCES

CONSENTED TO:

DocuSigned by:  
  
AABF7E3F7252483...

GEORGIA DEPARTMENT OF  
ADMINISTRATIVE SERVICES

Susan Setterstrom

DOAS Assistant Director/Liability Program Officer

CONSENTED TO:

\_\_\_\_\_  
MARK WILLIAMS,  
COMMISSIONER of the  
GEORGIA DEPARTMENT OF  
NATURAL RESOURCES