

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT AND RELEASE

THIS AGREEMENT AND RELEASE entered into on this the 26 day of February, 2019, by and between the parties hereinafter named, WITNESSETH as follows:

WHEREAS, there is now a pending suit styled *Human Rights Defense Center, a not-for-profit corporation, v. Forrest County, Mississippi, et al*, under Civil Case No. 2:18-cv-00184-KS-MTP; In the United States District Court for the Southern District of Mississippi, Eastern Division;

WHEREAS, while denying and protesting any liability in the premises, an offer of compromise has been made for economic reasons on the part of defendant, Forrest County, Mississippi, in the above-styled and numbered cause, said Defendant being more particularly described as "Releasee" hereinafter, and Plaintiff Human Rights Defense Center, more particularly described as "Releasor" hereinafter, is desirous of accepting said compromise settlement and granting a full and final release unto Releasee for Constitutional violations alleged in its pleadings any other claims that could have been made in connection therewith:

NOW, THEREFORE, in consideration of the mutual promises exchanged herewith, as well as other good and valuable consideration, stated herein and pursuant to the Stipulated Injunction ("injunction"), attached herewith, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. PARTIES: The parties to this agreement and release are as follows:
 - A. Releasor is Human Rights Defense Center, a not-for-profit corporation, incorporated in the State of Washington, with principal offices in Lake Worth, Florida, and any and all other persons, firms, corporations, or entities associated with the said Releasor.
 - B. Releasee is the Forrest County, Mississippi, a political subdivision of the State of Mississippi and all its officers and officials (elected or appointed) and any and all other persons, firms, corporations, or entities associated with the said Forrest County, Mississippi, including, but not limited to, their insurance carrier.

2. **PURPOSE OF RELEASE:** The purpose of this release and agreement is for the Releasor, upon payment of the consideration, hereinafter recited, and pursuant to the terms of the injunction, attached hereto as Exhibit A, to release the aforesaid Releasee from any and all claims, losses, damages, or injuries sustained by Human Rights Defense Center, both known and unknown, insofar as it pertains to the alleged violations asserted in its pleadings and any other claims that could have been made in connection therewith.

3. **CONSIDERATION:** The consideration paid for this release shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00 USD), payable to Releasor by Releasee upon execution of this release.

Additionally, parties shall abide by the Stipulated Injunction ("injunction") entered into by all parties and filed with the District Court in the above-styled and numbered cause of action. The injunction states that: (1) Releasees shall permit inmates to read and receive all printed materials whether they are religious or non-religious; (2) If Releasees reject any printed material, Releasees shall mail the sender a written notice within three (3) business days of the rejection. The Notice shall include the name and address of sender, description of refused mail, name of intended recipient, citation of the objectionable portion of publication, and citation to the jail rule violated. The notice shall also inform them of their right to appeal decision; (3) Releasors will fully effectuate terms of injunction; (4) Releasors are to disseminate a copy of the Notice to all employees of the Jail within five (5) days of the date of entry of the injunction and the Notice shall be available to prisoners in the library and common areas for a period of ninety (90) days after the date of entry of the injunction; (5) Releasees shall conduct appropriate training sessions with staff personnel of the jail who are responsible for delivering U.S. Mail to prisoners and shall include the Notice; and (6) Releasees who have notice of the injunction shall comply with it.

The above is the total consideration for this Release.

4. **RELEASE:** The Releasor does, for itself, its agents, assigns, persons, firms, corporations, administrators, or entities associated, hereby release, acquit, and forever discharge the aforementioned Releasee, officially and individually, and any and all other persons, firms or corporations from any and all claims, demands, damages, actions, (judicial or administrative) causes of action, (legal or equitable) suit or suits, attorney's fees, including any fees provided by 42 U.S.C. § 1988, and all other costs, loss or losses, compensation and all direct and/or consequential or inconsequential damages or costs related to, on account of, or in any way growing out of any action, inaction, occurrence, or incidences or any and all known and unknown personal losses and/or injuries and property damage resulting from the actions or inactions and/or occurrences relative to the alleged violations in the pleadings in the above-styled and

numbered cause of action any other claims that could have been made in connection therewith.

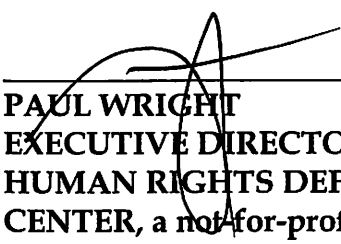
5. REPRESENTATIONS: This is a compromise settlement for a claim for all claims asserted in the pleadings in the subject of the above-styled and numbered cause of action and any other claims that could have been made in connection therewith. The payment and entered into stipulated injunction on behalf of the Releasee herein is not to be construed as an admission of liability on the part of any agent, person, firm, entities or corporations hereby released, it being expressly understood that the Releasee herein protests and denies liability in the premises and affirmatively sets forth that this settlement is made only for economic purposes and reasons.

6. ORDER OF DISMISSAL: Releasor hereby covenants that for the consideration hereinabove recited, Releasor will dismiss Releasee with prejudice from the above-styled and numbered cause except as to the jurisdiction of the Court to oversee the attached stipulation.

7. ENTIRE AGREEMENT: This release and the agreement herein contained constitutes the entire agreement between the parties, the terms of which are contractual and not mere recitals, and Releasor acknowledges that they have read the foregoing release and agreement and know the contents thereof and have signed the same of their own free act and deed and that they did so with the lawful authority of the premises.

THIS IS A FULL AND COMPLETE RELEASE OF ANY AND ALL CLAIMS OR DAMAGES OF EVERY KIND AND NATURE, WITH REGARD TO ALL CLAIMS ASSERTED IN THE PLEADINGS OR CLAIMS THAT COULD HAVE BEEN ASSERTED IN CONNECTION THEREWITH AS DESCRIBED HEREIN AND SHALL CONSTITUTE AN ABSOLUTE RELEASE, ACCORD, AND SATISFACTION OF ANY CLAIMS THAT THE UNDERSIGNED MAY HAVE AGAINST THE RELEASEE HEREIN THAT PERTAINS TO THE ABOVE-STYLED AND NUMBERED CAUSE.

WITNESS my signature, this the 26th day of February 2019.



PAUL WRIGHT
EXECUTIVE DIRECTOR
HUMAN RIGHTS DEFENSE
CENTER, a not-for-profit
corporation

STATE OF FLORIDA

COUNTY OF PALM BEACH

personally appeared before me, the undersigned authority in and for said county and state, **PAUL WRIGHT**, executive director for the Human Rights Defense Center, who after being duly sworn, stated on oath that the matters and facts set out in the above and foregoing agreement and release are true and correct as therein stated.



PAUL WRIGHT

Sworn to and subscribed before me, this the 26th day of February, 2019.





NOTARY PUBLIC

My commission expires:

9-14-20

ATTORNEY'S CERTIFICATE

The undersigned attorney acknowledges that he has reviewed this Agreement and Release with the Releasor, has explained the terms and conditions and ramifications in full, and certifies that the Releasor knows the contents of this release and is competent to execute same.



SABARISH NEELAKANTA, ESQ.