

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE is entered into by Dr. Rudolph Crew, hereinafter referred to as “Releasor” and Releasees (as identified in paragraph 1.1) as follows:

### STATEMENT OF PURPOSE

- A. On March 24, 2021, Releasor agreed to settle the following civil action against Releasees: Dr. Rudolph Crew v. DeKalb County School District and Dr. Joyce Morley in her individual capacity, U.S.D.C. N.D.Ga., CAFN 1:20-CV-043740-LMM-LTW, which is hereinafter referred to as the “occurrence.”
- B. Releasor is duly qualified under Georgia law to execute this settlement agreement and release for all claims arising out of the foregoing occurrence and his application for employment with Releasees, as defined in Paragraph 1.1, and to receive by and through his attorney the settlement proceeds set forth herein;
- C. The Releasor wishes to settle all claims against all Releasees on account of said occurrence and any and all claims arising out of his application for employment with Releasees including all claims that Releasor asserted, or could have asserted in the lawsuit referenced above;
- D. By executing this Release, Releasees admit to no liability. Releasees contend that they have viable defenses to the claims of the Releasor arising from the occurrence; and
- E. Thus, in exchange for the valuable consideration provided and for such other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Releasor agrees to the following:

#### 1.0 RELEASE AND DISCHARGE

- 1.1 In consideration of the payments called for herein, the Releasor completely

releases and forever discharges Releasees, the DeKalb County Board of Education, the DeKalb County School District, the past, present and future School District employees, Dr. Joyce Morley, the past, present and future School Board members, officials, attorneys, agents, predecessors and successors in interest, independent contractors of Releasees, and assigns (all of whom are hereinafter referred to as "Releasees") of and from any and all past or present claims, demands, obligations, actions, causes of action, damages, cost, expenses and compensation of any nature whatsoever, including court costs, legal expenses and attorneys' fees, based on any claim arising from the occurrence or his application for employment with the Dekalb County School District, which the Releasor now has, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of, the occurrence or his application for employment with Releasees, including, without limitation, any and all known or unknown, foreseen and unforeseen claims that could be asserted by Releasor, his family members, heirs, executors, administrators, personal representatives, successors and assigns as a result of the alleged acts or omissions of the Releasees arising out of the occurrence and his application for employment with Releasees. The dismissal with prejudice filed by the Releasor shall be deemed an adjudication on the merits with all parties being responsible for their attorneys' fees and costs.

- 1.2 The claims released and discharged include, but are not limited to, all claims set forth in the above-referenced lawsuit filed in the U.S. District Court, Northern District, and all other claims asserted, or which could have been

asserted, under federal, state, or local constitution, law, regulation, ordinance or common law that relate in any way to Releasor's application for employment with Releasees including, but not limited to:

- a. Any claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq.;
- b. Any claims under 42 USC § 1981 or 42 USC § 1983;
- c. Any claims under the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, et seq.;
- d. Any claims under the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601, et seq.;
- e. Any claims under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, et seq.;
- f. Any claims under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301, et seq.;
- g. Any claims under any other Georgia or federal anti-discrimination statute;
- h. Any and all claims for alleged breach of an express or implied contract under Georgia law;
- i. Any and all Georgia tort claims including, but not limited to, alleged false imprisonment, conspiracy, infliction of emotional distress, negligent hiring, supervision or retention, retaliation for assertion of workers' compensation rights and/or invasion of privacy;
- j. Any and all claims for attorneys' fees, costs or expenses arising from the occurrence;

- k. Any all claims arising under the Georgia Fair Dismissal Act (O.C.G.A. § 20-2-940 *et al.*), the Georgia Whistleblower Act (O.C.G.A. § 45-1-4) or any other applicable Georgia law.
- l. Any and all claims for wages, benefits, back pay, supplemental pay, retirement pay, or any other type of compensation;
- m. Any and all claims under the Fair Labor Standards Act;
- n. Any and all other employment claims arising under New York law or federal law, and;
- n. Any and all unemployment claims under any state law or any fringe benefits/ERISA benefit under any state law.

1.3 The Releasor also agrees to indemnify and hold harmless the Releasees as to any judgment, claim, payment, expense or attorneys' fees arising from any and all claims that might be brought on account of any liens, government benefits, subrogation claims, assignments of benefits, workers' compensation benefits, or any other claim of the United States Government or the State of Georgia, Medicare pursuant to 42 USCA Section 1395(y)(b)(1) and 1396(a)(25) or other applicable statute, the Medical Care Recovery Act (MCRA), the Civil Health and Medical Programs of the Uniform Service (CHAMPUS), TRICARE and/or any health care provider governed by the Employee Retirement Income Security Act (ERISA), Medicaid or the Georgia Department of Medical Assistance, the Georgia Department of Human Resources Division of Rehabilitation Services (DHR), or claims for contribution or indemnity brought by or on behalf of any person, firm, or corporation whatsoever which relate to Releasor's

losses or claims arising out of this occurrence. The Releasor agrees to indemnify and hold harmless the Releasees from any and every claim or demand, which may ever be asserted by reason of the injuries and damages to the Releasor by reason of the occurrence referenced in Paragraph "A" above.

- 1.4 This Settlement Agreement, on the part of the Releasor, shall be a fully binding, complete, and final settlement between the Releasor and Releasees, his assigns and successors, save only and excepting the executory provisions of this Settlement Agreement.
- 1.5 Releasor further states that there are no pending liens filed by any hospital, nursing home, physician practice, or any other provider of medical services contemplated by O.C.G.A. § 44-14-470, *et seq.* relating to or arising out of the occurrence. Releasor affirms that all bills of any hospital, nursing home, physician practice, or any other provider of medical services contemplated by O.C.G.A. § 44-14-470, *et seq.*, incurred by the Releasor have been paid in full and satisfied. The Releasor understands that after the date of execution of the Settlement Agreement that any medical bills relating to or arising out of the occurrence shall be his full responsibility and the parties released shall not be held responsible for payment or reimbursement of any kind for such treatment as contemplated by the provisions of O.C.G.A. § 44-5-110.
- 1.6 The parties acknowledge that this settlement represents a compromise of a contested claim and that the payments made hereunder do not constitute any admission of liability on behalf of Releasees.

2.0 **PAYMENTS AND DUTIES**

2.1 In consideration of the full discharge of all claims as set forth above by the Releasor, the DeKalb County School District shall pay \$750,000 to Releasor. The payment shall be made within 30 days following the DeKalb County Board of Education's approval of this Settlement Agreement as follows:

- a. a check payable to Dr. Rudolph Crew in the amount of Four Hundred and Fifty Thousand Dollars and No Cents (\$450,000) to be reported on an IRS form W-2 and subject to applicable withholding;
- b. a check payable to the law firm of Legare, Attwood & Wolfe, LLC in the amount of Three Hundred Thousand Dollars and No Cents (\$300,000.00) to be reported on an IRS form 1099.

Counsel for Releasor agrees to provide Releasees any necessary payment information in order to facilitate the distribution of the settlement payment(s).

Releasor shall file with the U.S. District Court a stipulated dismissal with prejudice of above-referenced civil action within three business days following receipt through Releasee's counsel of the above-described settlement payments.

2.2 The Parties acknowledge and agree that the key term(s) of this Agreement are subject to the Board's approval under the Georgia Open Meetings Act. The DeKalb County Board of Education shall vote on the approval of this Settlement Agreement no later than its next meeting following the March 24, 2021 mediation of this occurrence.

2.3 Releasor agrees that the sum paid pursuant to this Agreement and specifically referenced above are in settlement of Releasor's claims in connection with the occurrence and his application for employment with Releasees. Releasor acknowledges and agrees that the Releasees have not made any representations to him regarding the tax consequences of any amounts received by him pursuant to this Agreement. Releasor agrees that he shall be solely responsible for payment of all of his personal tax liabilities due on the settlement amounts, including federal, state and local taxes, interest and penalties, which are or may become due. Releasor further agrees to indemnify, defend, and hold harmless the Releasees from any claims, demands, deficiencies, assessments, executions, judgments, or recoveries by any governmental entity against the Releasees for any amounts claimed due with respect to the payments referenced above or pursuant to claims made under any federal or state tax laws, and any costs, expenses or damages sustained by the Releasees as a result of the payments referenced above.

2.4 Releasor agrees not to apply for or seek any employment with the DeKalb County School District.

2.5 Starting from date of the mediation, the Releasor agrees that he will not make any comments or responses to any inquiries from any media outlet of any nature, any social media outlet/posting of any nature regarding anything relating to the Releasor's case or claims, the settlement of the case or the terms of the settlement other than responding as such: "The case is resolved and there will be no further litigation," or words to similar effect. The Parties

understand that the Releasor can communicate the settlement terms to his attorney, accountant, and family members, but will inform the foregoing of the restrictions in this Paragraph.

3.0 **GENERAL RELEASE**

The Releasor hereby acknowledges and agrees that the Release set forth in Section 1.0 is a general release, and he further expressly waives and assumes the risk of any and all claims for damages arising out of the occurrence which exist as of this date but of which the Releasor did not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Releasor's decision to enter into this Settlement Agreement. The Releasor further agrees that he has accepted payment of the sums specified herein as a complete compromise of all matters involving disputed issues of law and fact, and he assumes the risk that the facts or law may be otherwise than he believes.

4.0 **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT**

The Releasor represents and warrants that he has the right and exclusive authority to execute this Settlement Agreement; and Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Settlement Agreement.

5.0 **OPEN RECORDS/DISPUTE RESOLUTION**

5.1 The Parties acknowledge and agree that this settlement agreement is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et al.* If presented with a valid request under the Georgia Open Records Act, the Parties acknowledge that the DeKalb County School District can produce a copy of this settlement agreement. The DeKalb County School District can



release any details of the settlement agreement as required by the Georgia Department of Audits, or to protect the DeKalb County School District or Dekalb County Board of Education.

5.2 If Releasor is found to be violation of Section 2.5 or Releasees violate Section 5.1, then the Parties agree that any violation of Section 2.5 or 5.1 will be identified and disclosed to the counsel for Releasor or Releasees via e-mail and certified mail within seven (7) of discovery of the violation. Within fourteen (14) days of the date of the certified mail, the Parties agree to meet and confer as to a mutually agreeable resolution. Once the resolution is reached among the Parties, then the violating Party agrees to undertake and complete the corrective action no later than three (3) business days from the date that the resolution was reached.

6.0 **REPRESENTATION OF COMPREHENSION OF DOCUMENT**

6.1 In entering into this Settlement Agreement, Releasor represents that he is represented by counsel, relied upon his own counsel's advice, and that the terms of this Settlement Agreement have been completely read and understood by Releasor and he has fully understood and voluntarily accepted them. Accordingly, Releasor hereby releases and holds harmless Releasees and any and all counsel or consultants of Releasees from any claim of any kind Releasor may assert because of any consequences of this Settlement Agreement.

6.2 The Releasor acknowledges and agrees that he has been given ample time in which to consider this Agreement.

6.3 If Releasor accepts this Agreement before the expiration of such 21-day period for purposes of ADEA, the Releasor acknowledges, as evidenced by Releasor's signature below, that Releasor has knowingly and voluntarily waived his right to consider the Agreement for twenty-one (21) days in consultation with the opportunity to consult Releasor's attorney and accepts such lesser time as Releasor utilized. Releasor promises and guarantees that Releasor's waiver of the full twenty-one (21) day period was not induced by any fraud, misrepresentation, or a threat to withdraw or alter this Agreement prior to the expiration of the twenty-one (21) day period by Releasees. Releasor acknowledges that he has the right to revoke a waiver of claims pursuant to the ADEA within seven (7) days of his execution of this Agreement. Releasor acknowledges and agrees to provide any such revocation in writing to the attention of the Superintendent of the DeKalb County School District with a copy provided simultaneously to the Board Attorney Clem Doyle. Releasor acknowledges and agrees that the Releasees will not provide any payment to Releasor until after the expiration of the seven (7) day period.

7.0 **GOVERNING LAW**

This settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia. The Parties agree that the venue for any legal action involving or arising out of this settlement agreement is the United States District Court for the Northern District of Georgia, or the appropriate state court in DeKalb County, Georgia, which shall retain jurisdiction to enforce the terms of this Agreement. The prevailing party in any litigation arising from this settlement

agreement shall be entitled to their reasonable attorney's fees and costs.

8.0 **ADDITIONAL DOCUMENTS**

The Parties agree to cooperate fully and execute any and all supplementary or additional documents. Specifically, Releasor and Releasees agree to provide documents necessary to effectuate the terms of this Agreement. The Releasor agrees to provide the dismissal with prejudice. If not taken sooner, the Parties agree to take the foregoing actions within thirty (30) days of the request by the other Party.

9.0 **COUNTERPARTS AND FACSIMILE SIGNATURES**. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. This Agreement and any documents relating to it may be executed and transmitted to any other party by facsimile, such as a .pdf file transmitted via email, which facsimile shall be deemed to be, and utilized in all respects as, an original, wet-inked document.

Executed on this 29<sup>th</sup> day of March, 2021.



Dr. Rudolph Crew



Mrs. Vickie B. Turner, Chair of Board of Education  
for the DeKalb County School District