

**SETTLEMENT AGREEMENT AND FULL RELEASE OF JOINER CASE  
AND ANY OTHER CLAIM AS AGAINST THE DEKALB COUNTY SCHOOL  
DISTRICT**

**RECITALS**

- A. Fredrick D. Joiner II (“Joiner”) filed a Complaint in the Superior Court of Dekalb County, with Civil Action File No. 17CV11306 against the Dekalb County School District (“Defendant”). Joiner subsequently filed an Amended Complaint and a Second Amended Complaint (the “Joiner Case”), seeking to recover damages for alleged violations of the Georgia’s Whistleblower Act, O.C.G.A. § 45-1-4, and the Georgia Open Records Act, O.C.G.A. § 50-18-74.
- B. Joiner alleges that he was unlawfully terminated from his position as School Resource Officer in retaliation for a series of protected “whistleblower” disclosures. Defendant expressly denies any and all allegations.

**AGREEMENTS**

1.0 The foregoing Recitals are incorporated herein as if fully set forth below.

2.0 **General Release And Discharge**

In consideration of the settlement proceeds provided to Joiner by Defendant, Joiner will completely release and forever discharge Defendant, together with its officers, employees, representatives, lawyers, insurance carriers, agents, and contractors, collectively and individually (collectively the “Released Parties”), from any and all claims, demands, obligations, actions, causes of action of any type, whether based in tort, contract, statute, or any other theory of recovery at law or in equity, which Joiner has or which may hereafter accrue or otherwise be acquired against Defendant on account of the allegations made for any claim set forth in, or arising from, the Joiner Case. This release and discharge expressly includes any claim for attorney fees.

Specifically included in this release are, among other things, any and all claims that arise under, concern or relate to the following: Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family Medical Leave Act, the Constitution of the United States of America; the Constitution of the State of Georgia; all local, state and federal labor and employment laws; and any and all claims, including without limitation, any claims for retaliation, discrimination, harassment, hostile work environment, failure to accommodate, intentional or negligent infliction of emotional distress, negligence and wantonness of any kind (including, but not limited to, claims of negligent and/or wanton training, supervision, hiring and/or retention), intentional or tortious conduct of any kind, fraud, fraudulent misrepresentation, mental or emotional distress, work-related injury or illness, bodily injury; any spousal loss of consortium; and

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any and all claims arising under federal law, state law, municipal law, common law or equity.

In further consideration of the settlement proceeds provided to Joiner by Defendant, Joiner agrees not to seek employment with the Dekalb County School District at any time in the future.

### 3.0 Consideration

In consideration of the release set forth above, the receipt and sufficiency of which is acknowledged, Joiner is receiving the benefit of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to settle the Joiner Case provided by Defendant. Joiner hereby authorizes and directs the settlement proceeds to be delivered to his attorney Julie Oinonen who will make arrangements with Defendant's Counsel to have the check picked up, as trustee on his behalf. Joiner agrees that the settlement proceeds will be issued made payable to both Williams Oinonen LLC and Fredrick D. Joiner II with a 1099 form issued.

In further consideration of the release set forth above, the receipt and sufficiency of which is acknowledged, Defendant will:

1. Accept a retroactive resignation of Joiner's employment with Defendant.
2. Provide a written statement or communication to the Georgia Peace Officer Standards and Training Council that will be provided to Joiner and his attorneys stating: "The parties have successfully resolved their dispute via confidential settlement and Fredrick D. Joiner II's record has been purged of his termination pursuant to O.C.G.A. § 45-1-5 and a resignation has been retroactively placed into his record."
3. Remove the termination letter and any disciplinary investigation reports from Joiner's personnel file pursuant to O.C.G.A. § 45-1-5 and place a statement in Joiner's personnel file stating "Mr. Joiner's resignation has been retroactively accepted. His file has been partially purged as a condition of a settlement agreement pursuant to O.C.G.A. § 45-1-5."

### 4.0 No Admission of Liability and Dismissal of the Joiner Case

Joiner acknowledges that neither Defendant nor any of its officers, employees, representatives, agents, or insurers, in their official or individual capacity, admit any liability, and they specifically deny any liability, as related to the Joiner Case. This settlement agreement ("Agreement") is being entered into solely as a compromise to resolve the Joiner Case and forego any further litigation. Further, Joiner agrees that, based on the consideration set forth in Section 3.0, he will immediately upon execution of this Agreement and receipt of the payment set forth in Section 3.0, DISMISS WITH PREJUDICE, the Joiner Case and any lawsuits filed related to the Joiner Case, to the extent any exist.



5.0 Confidentiality

Joiner agrees to keep this settlement, all aspects of the negotiations in preparation of this settlement, and the contents of this Agreement confidential. Joiner further agrees not to disclose the terms of this Agreement to any person, firm, or corporation who is not a party to this Agreement, except the party's attorneys, accountants, or as may be required by law. In the event Joiner breaches this covenant of confidentiality, Defendant shall have the right to pursue any available remedies available to it. The parties agree that in the event Joiner is asked about this matter, Joiner may respond: "The parties (or we) have successfully resolved their (our) dispute. No further comment can be made."

Joiner has directed his attorneys Julie Oinonen and Esther Graff-Radford to respect and abide by the confidentiality agreement he has made. Consideration for this provision of confidentiality is One Hundred Dollars (\$100.00), which is included in the total consideration paid of \$1,500,000.00 as set forth in Section 3.0 above.

6.0 Entire Agreement and Successors in Interest

This document contains the entire agreement between Joiner and Defendant and each of the released parties noted in Section 2.0, with regard to the matters set forth in the Joiner Case and as set forth herein and shall be binding upon and inure to the benefits of the executors, administrators, personal representatives, heirs, successors, and assignees of each. No other promises or agreements have been made to procure this Agreement.

7.0 Indemnity and Hold Harmless Agreement

This Agreement shall include all claims arising out of the Joiner Case, be it as to the allegations in the Joiner Case or allegations against Defendant, its officers, employees, or agents, in their official and/or individual capacity, for allegations related to the Joiner Case.

Accordingly, and in further consideration for the payment made to Joiner to settle the Joiner Case, Joiner agrees to indemnify and hold harmless the released parties noted in Section 2.0 from any claims arising out of the allegations described in the Complaint or Amended Complaint of the Joiner Case, including, but not limited to, any and all claims that might be brought on account of any third-party liens (including hospital liens, hospital bills unpaid, physicians' liens, and reimbursement and/or subrogation claims), government benefits, assignment of benefits, or other related benefits of the State of Georgia or any subdivision thereof, and the United States Government pursuant to any laws of any state therein. This indemnity obligation expressly includes all reasonable costs, including attorney fees, in enforcing the terms of this indemnity agreement.

Joiner represents that, pursuant to O.C.G.A. § 44-14-473, all hospital and physician bills incurred for the treatment rendered to Joiner for the injuries for which this Agreement is made have been fully paid and that Joiner resided in Gwinnett County, Georgia at the time

of the incident that gives rise to the Joiner Case. This sworn statement shall constitute the affidavit required under O.C.G.A. § 44-14-473.

8.0 Taxes

Joiner understands and agrees that he is not relying on Defendant, or its attorneys or representatives, who under this Agreement make no warranties as to the potential tax consequences of this Agreement.

9.0 Controlling Law

The terms and provisions of this Agreement shall be construed pursuant to Georgia law.

10.0 Severability / Time of Essence

If any provision or term of this Agreement is deemed by a court to be unenforceable, the remaining provisions and terms shall remain enforceable. Time is and shall be of the essence.

11.0 Facsimile and Electronic Signatures.

This Agreement may be executed in counterparts, which, collectively, shall constitute one original. In addition, facsimile, and electronic signatures on the Agreement with notarization are deemed acceptable and a photocopy may be used in place of originals for any purpose.

12.0 Acknowledgement

By executing this Agreement, Joiner acknowledges that (a) he has read this Agreement in its entirety and fully understands its terms and their import; (b) the consideration provided for herein is good and valuable; and (c) he is entering into this Agreement voluntarily, of his own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

[SIGNATURE PAGE TO FOLLOW]

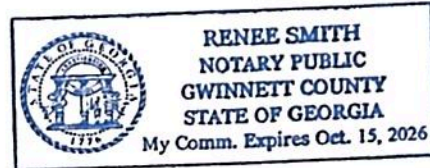
**JOINER**

Frederick D. Joiner II (seal)  
Frederick D. Joiner II

Sworn to and subscribed before me this

26th day of June, 2023.

Renee Smith  
Notary Public Renee Smith



My Commission Expires: October 15, 2024

**Approved AS TO Form and Content by  
Joiner's Counsel**

Julie Oinonen  
JULIE OINONEN

**DEKALB COUNTY SCHOOL  
DISTRICT**

Dr. Vasanne S. Tinsley (seal)  
Interim Superintendent

Sworn to and subscribed before me this

29th day of June, 2023.

Carolyn K. Lloyd  
Notary Public



My Commission Expires: August 4, 2024