

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

JAMES CAMP,

Plaintiff,

v.

BETTY B. CASON, in her
official capacity as the Probate
Judge for Carroll County,
Georgia, and BILL HITCHENS,
in his official Capacity as the
Commissioner of the Georgia
Department of Public Safety,

Defendants.

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CIVIL ACTION FILE
NO. 1:06-CV-1586-CAP

SETTLEMENT AGREEMENT
AND FULL AND FINAL RELEASE OF ALL CLAIMS

1.

FOR AND IN CONSIDERATION of the agreements set forth herein below,
the receipt and sufficiency of which are hereby acknowledged, JAMES CAMP
(hereinafter referred to as "Plaintiff"), for himself, his attorneys, his heirs, his
executors, administrators, successors and assigns, does hereby fully, finally and
forever release and discharge the WILLIAM HITCHENS and the State of Georgia
Department of Public Safety and all agents and/or officials and employees,
administrators, or former officials and employees of the Department and State of

Georgia (hereinafter, Defendant) from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever up to the present time and including, but not limited to, those claims asserted or which might have been asserted by or on behalf of Plaintiff against the Defendant as referenced in the case of Camp v. Cason, et al., Civil Action File No. 1:06-CV-1586-CAP, United States District Court for the Northern District of Georgia, Atlanta Division.

2.

This settlement agreement is a full and final release of all claims and it specifically includes, but not by way of limitation, all claims asserted by or on behalf of Plaintiff against Defendant, together with any and all claims which might have been asserted by or on behalf of Plaintiff for the underlying claim, or grievance against Defendant through and including the date of this release. This settlement agreement and release includes, but not by way of limitation, any claims, suits, causes of action or grievance Plaintiff may possess against Defendant arising under 42 U.S.C. § 1983 and/or any claim under state law.

3.

Plaintiff represents and warrants that no one other than himself is entitled to assert any claims of any kind or character based on or arising out of and alleged to

have been suffered by him as a consequence of his relationships to date with Defendant.

4.

The terms and conditions set out herein are in compromise and settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by the Defendant.

5.

As consideration for the mutual promises, covenants and agreements contained herein, Plaintiff and Defendant agree to the following terms in full and final settlement of all claims which were or could have been asserted in the referenced litigation:

1. Provided there is no change in applicable laws, the Department of Public Safety will not promulgate any forms to be used as part of the firearms license application process that requests SSN's or employment information.
2. The Department of Public Safety will pay Plaintiff five thousand dollars (\$5,000), payable to JOHN MONROE, counsel for Plaintiff, within 10 days of the signing of this agreement.
3. The Plaintiff will dismiss the case against Defendant Bill Hitchens with prejudice, within 10 days of receipt of the payment in item 2 above.

6.

The terms of this settlement agreement are accepted by Plaintiff and Defendant in order to avoid further costs and uncertainties of trial of any and all claims by Plaintiff.

7.

In further consideration of the mutual promises, covenants, and agreements contained herein, Plaintiff and Defendant agree and understand that they will bear their own costs and expenses for this litigation.

8.

In further consideration of the mutual promises, covenants, and agreements contained herein, Plaintiff agrees that within ten (10) business days of the receipt of the aforementioned payment, Plaintiff shall file with the United States District Court, Northern District of Georgia, Atlanta Division, a Dismissal with Prejudice and Notice of Final Settlement, indicating that this action and all claims raised therein have been fully and finally settled and resolved.

9.

Plaintiff affirms that the only consideration for signing this release are the terms stated above; moreover, that no other promise or agreement of any kind has been made to or with him by any persons or entity to cause him to execute this release, and that he fully understands the meaning and intent of this release,

including but not limited to its final and binding effect. Plaintiff understands and agrees that the payment mentioned above will be made to John Monroe, his counsel.

10.

This agreement and release may not be altered, amended, or modified in any respect or particular whatsoever, except by a writing, duly executed by all parties hereto.

11.

All agreements and understandings embodied and expressed in the terms of this release are contractual and are not mere recitals and this agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the laws of said State. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.


12.

Should any provision of this settlement agreement and release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement and Release.


13.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE CAREFULLY READ THE WITHIN AND FOREGOING SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS AND KNOW AND UNDERSTAND THE CONTENTS THEREOF AND THAT THEY EXECUTED THE SAME OF THEIR OWN FREE ACT AND DEED.

IN WITNESS THEREOF, the undersigned has hereunto set their hands and seal this 30th day of January 2008.



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