

**SETTLEMENT AGREEMENT AND
FULL AND FINAL RELEASE OF ALL CLAIMS**

1.

This Settlement Agreement and Full and Final Release of all Claims (hereinafter the "Agreement") is entered into between Plaintiff Thomas Thibeault (hereinafter "Thibeault"); Defendants Board of Regents of the University System of Georgia (hereinafter "Board of Regents"), Dr. John Black, and Mary Smith (referred to collectively as "Defendants"); and the Georgia Department of Administrative Services (hereinafter "DOAS").

2.

WHEREAS, Thibeault has asserted claims against Defendants in the case styled, *Thomas Thibeault v. Board of Regents of the University System of Georgia; John B. Black, individually and in his official capacity as President of East Georgia College; and Mary C. Smith, individually and in her official capacity as Vice President for Legal and External Affairs of East Georgia College*, Civil Action No. 6:10-CV-067 (the "lawsuit"); and WHEREAS, Thibeault, Defendants, and the Georgia Department of Administrative Services (referred to collectively as the "parties") are mutually desirous of settling with finality, compromising, extinguishing and releasing any and all claims, demands, or rights, known or unknown, which were asserted or which could be asserted by Thibeault against Defendants on account of, connected with, or growing or arising out of, or pertaining in any way to any alleged conduct or actions by Defendants or any of the Board of Regents' agents and/or employees or to Thibeault's employment with the Board of Regents; NOW, THEREFORE, in consideration of the foregoing and the covenants, promises, conditions, and agreements set out hereinafter, the parties agree to the following:

3.

The terms and conditions set out herein are in compromise and settlement of disputed claims of illegal and unfair employment practices and treatment, the validity, existence or occurrence of which is expressly denied by Defendants. This Agreement shall not in any way be construed as an admission by the Board of Regents or any other person or entity of any fault or liability to Thibeault.

4.

As consideration for the mutual promises, covenants and agreements contained herein:

- a. DOAS shall pay to Thibeault and his attorneys, Parks, Chesin & Walbert, P.C., the sum of fifty thousand dollars (\$50,000.00) (hereinafter the "Amount") to be paid on or before the expiration of thirty (30) days after the date that the parties execute this Agreement. The Amount shall be paid as follows: one check payable to Thomas Thibeault in the amount of twenty-nine thousand dollars (\$29,000.00) and one check payable to Parks, Chesin & Walbert, P.C. in the amount of twenty-one thousand dollars (\$21,000.00). The parties recognize and agree that the Amount was not determined as a result of any computation or award of back pay or wages for Plaintiff or in any manner based on any lost compensation as a measure of damages; rather, the Amount is paid by DOAS and accepted by Thibeault to avoid costs and uncertainties of litigation of any and all claims for damages by Thibeault, including attorneys' fees. It will be the sole responsibility of Thibeault and/or Thibeault's attorneys to pay taxes due on the Amount, if any. Furthermore, Thibeault will hold Defendants and DOAS harmless as to any tax liability;
- b. Dr. John Black shall provide Thibeault a letter of reference, which is attached hereto as Exhibit A; and
- c. Pursuant to O.C.G.A. § 45-1-5, the Board of Regents shall purge all documents relating to Thibeault's termination from Thibeault's personnel records, including his personnel file and any associated work history records. These documents will not be provided to or discussed with any third parties, unless required to by statute or other operation of law.

5.

As further consideration for the mutual promises, covenants and agreements contained herein, Thibeault will dismiss with prejudice and without costs his lawsuit currently pending in the Southern District of Georgia within five (5) days from receipt of the settlement check.

6.

In consideration for the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Thibeault, for himself, his attorneys, heirs, executors, administrators, successors and assigns, does hereby fully, finally and forever release and discharge Defendants and all of the Board of Regents' current and former agents, officials, employees and/or administrators from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature whatsoever up to the present time and including, but not limited to, those claims asserted by or on behalf of Thibeault arising out of his employment with the Board of Regents. Thibeault hereby waives any right or claim to reinstatement as an employee of the Board of Regents.

7.

This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. Thibeault affirms that the only consideration for signing this release is the terms and conditions stated herein. No other promise, agreement or representation of any kind has been made to or with him by any persons or entities to cause him to execute this Agreement.

8.

Thibeault acknowledges and agrees that he: (1) has carefully read and/or fully understands all of the provisions of this Agreement; (2) has been granted a reasonable amount of time to consider this Agreement and has taken as much time as he needs for full consideration of this Agreement; (3) is knowingly and voluntarily entering into this Agreement; and (4) possesses the capacity to enter into this Agreement. Thibeault also acknowledges and agrees that he has consulted with his attorneys regarding this Agreement and had ample opportunity to negotiate through his attorneys and consider this Agreement with advice from his attorneys as he deemed appropriate.

9.

Should any provision of this Agreement 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 a part of the Agreement.

10.

The parties agree that the exclusive remedy for any breach of this agreement will be for specific performance only. No monetary payments of any kind (whether labeled as legal damages or equitable relief or attorneys' fees or any other form) will be available to Thibeault to redress any breach of any provision of this agreement.

11.

This Agreement may not be altered, amended or modified in any respect or particular whatsoever, except by a subsequent writing duly executed by the parties hereto.

12.

Through this Agreement, it is the parties' intent to settle and foreclose any and all claims between the parties. The parties further understand that they will bear their own costs and expenses.

13.

THE PARTIES HAVE READ AND UNDERSTOOD THE ENTIRE AGREEMENT AND ENTER INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND WITHOUT DURESS OR COERCION. THE CONSIDERATION PROVIDED IN THIS AGREEMENT IS OF VALUE TO BOTH PARTIES AND IS NOT ANYTHING TO WHICH EITHER IS ALREADY ENTITLED.

[Signatures begin on following page]

In witness thereof, the undersigned have hereunto set their hands,

Thomas Thibeault:

Executed, this 5th day of August, 2011,

Thomas M. Thibeault

THOMAS THIBEAULT

Agreed as to form and content, this ____ day of _____, 2011,

REGAN KEEBAUGH
Attorney for Thomas Thibeault

For the Board of Regents and Defendant Black:

Agreed as to form and content, this ____ day of _____, 2011,

DR. JOHN BLACK
President, East Georgia College

Mary Smith:

Agreed as to form and content, this ____ day of _____, 2011,

Mary Smith
Vice President for Legal and External Affairs, East Georgia College

For Georgia Department of Administrative Services:

Agreed as to form and content, this ____ day of _____, 2011,

GINA TIEDEMAN
Assistant Commissioner of Operations.

Agreed and to form and content, this ____ day of _____, 2011

KATHLEEN GOSDEN
Attorney for Defendants

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