

**SETTLEMENT AGREEMENT AND RELEASE  
BETWEEN FULTON COUNTY AND EARL GLENN**

This Settlement Agreement and Release (hereinafter "Agreement") is made and entered into by and between the Fulton County Sheriff's Office (hereinafter "Sheriff") and Earl Glenn.

**WITNESSETH:**

**WHEREAS**, Mr. Glenn is a Lieutenant employed by the Fulton County Sheriff's Office who was proposed for dismissal from employment on May 31, 2007; and

**WHEREAS**, Mr. Glenn was afforded the opportunity, prior to dismissal, to meet personally with Sheriff Freeman to discuss the proposed dismissal; and

**WHEREAS**, Mr. Glenn is a classified employee with the right to appeal any discipline finally imposed by the Sheriff to the Fulton County Personnel Board; and

**WHEREAS**, Mr. Glenn and the Sheriff desire to settle fully and finalize certain matters arising from the proposed dismissal of Mr. Glenn by the Sheriff; and

**WHEREAS**, Mr. Glenn and the Sheriff desire to resolve and settle all issues or claims that could be presented by Mr. Glenn.

**NOW, THEREFORE**, in consideration of the premises and promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged;

**IT IS AGREED AS FOLLOWS:**

1.)

Mr. Glenn expressly acknowledges, renounces, releases, and forever discharges any and all contract claims, tort claims, statutory claims, claims under 42 U.S.C. § 1983 and 42 U.S.C. § 2000e, and all other claims, demands, rights, and causes of action of whatever kind and nature, known and unknown, foreseen and unforeseen, and any expenses which he may have or claim to have against the Sheriff and Fulton County, together with the County's officers, agents, employees, directors, successors and assigns arising from the proposed dismissal.

2.)

Mr. Glenn expressly agrees that this agreement is made for the purpose of settling any and all claims arising from the proposed dismissal of May 31, 2007.

3.)

The Sheriff agrees to modify the proposed dismissal of Mr. Glenn. In lieu thereof, the Sheriff will impose a suspension without pay of thirty (30) days. The suspension will be imposed on the charges of violation of PR-1800-2, Art. 21(A).

4.)

In consideration of the Sheriff's modification of the proposed dismissal of May 31, 2007, Mr. Glenn agrees to forego, waive, and relinquish any right that he may have to appeal, seek review, or otherwise contest the disciplinary action referenced in Paragraph (3), above. Mr. Glenn further agrees that, following the conclusion of his suspension, he will promptly report to his assigned post and will faithfully perform all assigned duties.

5.)

Mr. Glenn agrees that, in making this agreement, he has not relied upon any representation made by the Sheriff, by Fulton County, or by any of the County's officers, agents, employees, directors, successors and assigns with regard to this matter except as the same may be specifically set forth in this agreement.

6.)

It is expressly acknowledged by all parties that this Agreement is not to be construed as an admission of liability by the Sheriff, by the County, or by the County's officers, agents, employees, directors, successors and assigns. Further, this agreement does not constitute a waiver, in any way, of sovereign immunity or of the qualified immunity of its officers, agents, employees, directors, successors and assigns.

7.)

The parties further agree that, in the event that the provisions of Paragraph 4 of this agreement are held to be invalid, or for any reason are not given full force and effect, in whole or in part, the Sheriff may reinstate the proposed dismissal of May 31, 2007, as if the same had never been withdrawn, and that any delay in giving effect to that dismissal shall not be pled, asserted, or relied upon by Mr. Glenn in any proceeding arising therefrom.

8.)

Except as otherwise provided by law, the parties agree that the terms and provisions of this Agreement shall be confidential.

9.)

This agreement contains the entire agreement between Mr. Glenn and the Sheriff. The provisions of this agreement are not mere recitals, but are contractual in nature and fully binding upon the parties.

10.)

This agreement does not constitute an admission by the Sheriff of any violation of any contract, statute, rule or regulation. This agreement is for the purposes of settlement and resolution of any and all issues presented by the proposed dismissal of May 31, 2007, and shall not be construed as an admission of liability by the Sheriff or by the County, by whom liability is expressly denied.

11.)

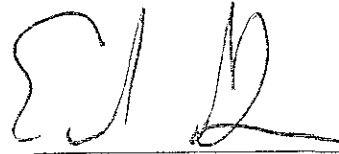
Mr. Glenn hereby waives, releases, and covenants not to sue the Sheriff, the County, or any of the County's officers, agents, employees, directors, successors and assigns with respect to any matters arising from the Sheriff's proposed dismissal of Mr. Glenn of May 31, 2007, subject only to performance by the Sheriff of the promises and representations contained herein.

12.)

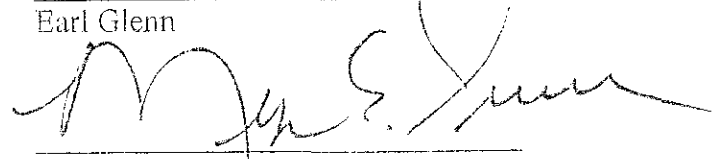
This agreement is made and entered into in the State of Georgia, and shall in all respects be interpreted, enforced, and governed under the laws of Georgia. The language of all parts of the agreement shall in all cases be construed as a whole in furtherance of its fair meaning and purpose. This agreement shall be construed as having been drafted by both parties, and neither party shall be deemed to be the author or draftsman for the purpose of construing or interpreting its provisions.

**IN WITNESS THEREOF**, the undersigned have read and understand the above provisions and voluntarily, without coercion, agree to the provisions contained herein by setting their hands and seal to this Agreement.

Sworn to and subscribed before  
me, this 22<sup>nd</sup> day of JUNE  
2007.



Earl Glenn



Myron E. Freeman  
Sheriff

Notary Public, DeKalb County, Georgia  
My Commission Expires Oct. 9, 2010



**OFFICE OF THE SHERIFF**

**FULTON COUNTY**

185 Central Avenue

9th Floor

Atlanta, Georgia 30303

**MYRON E. FREEMAN**  
SHERIFF

Telephone: (404) 730-5108  
Fax: (404) 224-8821

**PERSONAL AND CONFIDENTIAL  
BY HAND DELIVERY**

July 6, 2007

**CLASSIFIED EMPLOYEE**

Lieutenant Earl Glenn  
405 Bankside Court  
McDonough, Georgia 30252

Re: Dismissal

Dear Lieutenant Glenn:

In accordance with our Agreement to resolve my proposed action of May 31, 2007, wherein I advised you that I was considering your dismissal, this letter is to advise you of the timing of the thirty (30) day suspension without pay to which you agreed. **Your suspension is effective at the beginning of shift (8-4) on Wednesday July 11, 2007, and you will return to your regular work schedule on Wednesday, August 22, 2007 (Off days: Saturday/Sunday).**

Pursuant to our Agreement, this disciplinary action is being imposed pursuant to the following grounds:

**PR-1800-2-ART. 21, Miscellaneous**

**A. Violation of Civil Service Act, Personnel Regulations, Fulton County Policies and Procedures, and any other violations or actions not specifically enumerated in these guidelines which impair or reflect adversely upon the integrity, efficiency, good order or operation of any segment of the County Government.**

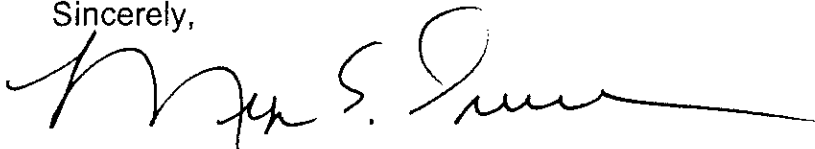
(1) **First offense:** The penalty imposed must be commensurate with the nature and seriousness of the offense in each case, as determined by the Appointing Authority.

The objective of this disciplinary action is to apply the least severe action which will improve your performance to an acceptable level. If similar actions occur again, further

Lieutenant Earl Glenn  
July 6, 2007  
Page 2

disciplinary action as described in the Fulton County Personnel Regulations will be imposed.

Sincerely,

A handwritten signature in black ink, appearing to read "Myron E. Freeman", with a long horizontal flourish extending to the right.

MYRON E. FREEMAN  
Sheriff

MEF:nc

cc: Robert O. Brandes, Jr.  
Roland Lane, Jr.  
Major Reginald Turner  
Captain Thaddeus Lee  
Neal Childers  
Personnel  
Office of Professional Standards