

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

KELLIE L. HUNTER)	
)	
Plaintiff,)	
)	CIVIL ACTION FILE
v.)	NO.: 1:22-cv-00312-SDG-RDC
)	
ROCKDALE COUNTY, GEORGIA,)	
OZ NESBITT, SR., individually & officially)	
as Commissioner of Rockdale County, and)	
DOUGLAS CHANDLER, individually &)	
officially in his capacity as Code)	
Enforcement Manager for Rockdale County,)	
)	
Defendants.)	

STIPULATION OF DISMISSAL WITH PREJUDICE

COME NOW the parties in the above-referenced matter, and pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), hereby stipulate and agree that the within action is dismissed as to all counts and all parties with prejudice and without costs against either party. This matter was administratively closed by agreement and prior order. The clerk is requested to mark this matter, SETTLED, RESOLVED, DISMISSED and CLOSED.

This 1st day of November, 2023.

[signatures on following page]

Respectfully submitted,

THE REDDY LAW FIRM, P.C.

/s/ K. Prabhaker Reddy

K. PRABHAKER REDDY

Georgia Bar No. 597320

Attorney for Plaintiff

1325 Satellite Boulevard
Suite 1506
Suwanee, Georgia 30024
Telephone: (678) 629-3246
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**BUCKLEY CHRISTOPHER & HENSEL,
P.C.**

/s/ Timothy J. Buckley III

TIMOTHY J. BUCKLEY III

Georgia State Bar No. 092913

ERIC J. O'BRIEN

Georgia State Bar No. 383745

Attorneys for Defendants

2970 Clairmont Road N.E., Suite 650
Atlanta, Georgia 30329
(404) 633-9230
(404) 633-9640 (facsimile)
tbuckley@bchlawpc.com
eobrien@bchlawpc.com

CERTIFICATE OF SERVICE

I hereby certify that on November 1, 2023, I electronically filed STIPULATION OF DISMISSAL WITH PREJUDICE by using the CM/ECF system which will automatically send email notification of such filing to the following attorneys of record.

K. Prabhaker Reddy, Esq.
The Reddy Law Firm
1325 Satellite Boulevard, Suite 1506
Suwanee, Georgia 30024

Respectfully submitted,

**BUCKLEY CHRISTOPHER &
HENSEL, P.C.**

/s/Timothy J. Buckley III

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TIMOTHY J. BUCKLEY III
Georgia State Bar No. 092913
ERIC J. O'BRIEN
Georgia State Bar No. 383745
Attorneys for Defendants

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, that KELLIE L. HUNTER (hereinafter also referred to as "the Undersigned"), for and in consideration of payment of a sum of \$85,000.00 (EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS) being paid by check jointly to The Reddy Law Firm, PC in trust for Kellie L. Hunter and delivered to her counsel of record, also authorized by the execution of this General Release (upon receipt of this executed document), the receipt and sufficiency of such payment(s) being hereby acknowledged, does hereby and for the heirs, executors, administrators, successors, and assigns of the Undersigned acquit, remise, release and forever discharge from the beginning of time to the present, DOUGLAS CHANDLER, OZ NESBITT SR., ROCKDALE COUNTY, GEORGIA, along with its board of commissioners, individual current and former commissioners and employees past and present, and ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA - INTERLOCAL RISK MANAGEMENT AGENCY and, without limitation, (i) their current or former employees, agents, representatives, directors, current or former commissioners, officers, directors, etc.; and (ii) any and all other persons or entities who may be liable as representatives, agents, or otherwise in privity to the entities named herein, (collectively referred to hereinafter as "the Releasees"), from any and all claims, demands, rights, damages, costs, loss of service, expenses, compensation, and causes of action, occurring prior to the date of execution of this General Release, known or unknown to the Undersigned, of whatsoever kind and nature, specifically including, but not limited to, all known and unknown claims for: (i) alleged violations of Title VII discrimination; (ii) alleged Title VII retaliation claims; (iii) all claims pursuant to 42 U.S.C. §1981 and/or §1983, including, but not limited to claims under the Constitution of the United States; (iv) the Americans with Disabilities

Act; (v) the Employee Retirement Income Security Act; (vi) the Family and Medical Leave Act; (vii) all claims related to the decision to terminate the Undersigned's employment in or around July 2020; (viii) all claims for lost wages, fringe benefits of employment, lost retirement income, diminished future earning capacity, tarnishing of reputation, uncertainty of future, emotional distress, humiliation, and embarrassment (ix) all claims under the laws of the State of Georgia including but not limited to the Constitution of the State of Georgia; and (x) all claims or rights against the Releasees to recover court costs, expenses, attorney's fees and claims for abusive litigation, including, but not limited to, claims that could be asserted pursuant to any applicable case law and any applicable statute, including, but not limited to, Rule 11 of the Federal Rules of Civil Procedure, 42 U.S.C. §12205, 29 U.S.C. §2617, 42 U.S.C. §1985, 42 U.S.C. § 2000e, 29 U.S.C. §794a, O.C.G.A. § 9-15-14, O.C.G.A. § 9-11-68, et seq., and O.C.G.A. §13-6-11 (collectively referred to herein as "Claims"). These Claims and occurrences resulted in, gave rise to, or arose from alleged conduct and other allegations set out in Civil Action No.: 1:22-cv-00312-SDG-RDC filed in the Northern District of Georgia, Atlanta Division. The Undersigned authorizes and directs her attorney of record to dismiss the referenced civil action with prejudice. The Parties will file a Joint Stipulation of Dismissal within five (5) business days after receipt of the settlement payment by counsel for Hunter.

Said payment herein in its entirety shall be made as payment in exchange for a dismissal with prejudice of all referenced claims/Claims – and shall be considered to be paid in one lump sum. Regardless of the means of amounts paid hereinafter the Parties agree that such payments are for the purpose of resolution of a disputed matter. Said payment shall be delivered to counsel for the Undersigned no later than ten (10) calendar days following signature by the Undersigned

to: The Reddy Law Firm, PC, 6735 Dahlonega Highway, Cumming, Georgia 30028.

The Undersigned understands and agrees the Defendants are providing the undersigned with no representations regarding tax obligations or consequences that may arise from this Agreement. The Undersigned agrees to indemnify and hold Rockdale County harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against them in connection with such governmental authority's determination that Defendants or any of the other Releasees were required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to the Undersigned or the Undersigned's Counsel pursuant to this Agreement.

The Undersigned recognizes that she was terminated from employment by Rockdale County, Georgia; she will not be considered for future employment by Rockdale County, Georgia; and, that the sums paid pursuant to this General Release will not act to change or alter her employment status. The Undersigned agrees she will not apply for or seek re-employment with any of the Releasees or claim she is/was entitled to: sums, benefits, retirement contributions or tenure with Rockdale County, Georgia. This General Release does not alter any retirement benefits that the Undersigned is already entitled.

It is expressly understood and agreed that this General Release is a settlement of Claims for which the Releasees hereby deny liability and that by this General Release the Releasees intend merely to avoid litigation and buy their peace. This General Release in no way prejudices the rights of the Releasees to deny liability for claimed damages in any suit or claim based upon the said event.

The Undersigned certifies there are no liens against the Claims, recovery sought or sums paid pursuant to this General Release. The Undersigned certifies there are no enforceable liens asserted or held by any third parties, hospitals, medical providers, insurers, revenue agencies, etc. which will not be resolved or paid out of the proceeds to be paid hereunder. The Undersigned further certifies this General Release and the payments made hereunder satisfy any and all claims, liens, etc. the Undersigned's counsel has or may have related to the Claims.

All agreements and understandings between the parties referenced herein are embodied and expressed herein and the terms of this General Release are contractual and not mere recitals. This General Release constitutes an accord and satisfaction of and complete settlement of the Claims. The Undersigned hereby expressly acknowledges a bona fide dispute with regard to these Claims. The Undersigned accepts said sum as full payment and complete satisfaction of the Claims.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned and that this General Release contains the entire agreement between the parties.

The Undersigned hereby acknowledges prior receipt of this General Release and that it is notice in writing of lack of consent of the parties released hereby to this settlement and that said parties are not precluded from further assertion of claims against the Undersigned by virtue of this General Release, pursuant to O.C.G.A. § 33-7-12. Pursuant to O.C.G.A. § 33-24-41.2, this General Release shall serve as notice of disbursement of funds in excess of \$5,000.00.

All the foregoing representations are made in order for the parties released hereby to rely upon them in effecting this compromise.

THE UNDERSIGNED HAS READ THE FOREGOING GENERAL RELEASE AND
FULLY UNDERSTANDS IT

WITNESS MY HAND AND SEAL this _____ day of _____, 2023.

Kellie L Hunter

10/25/2023

10 25 2023 10 25 2023
KELLIE L. HUNTER
/Seal/

REVIEWED AND EDITED, AND APPROVED BY:

KP Reddy

10/25/2023

10 25 2023 10 25 2023
K. PRABHAKER REDDY
Attorney for KELLIE L. HUNTER

eSignature Details

Signer ID: MPbmQbWhH1N8VkuFGZvQU9NY
Signed by: Kellie Hunter
Sent to email: kelliesikes@yahoo.com
IP Address: 12.86.74.50
Signed at: Oct 25 2023, 1:08 pm EDT

Signer ID: mD5z8s9pWdwBcJ7Nt7fLwHB1
Signed by: K. Reddy
Sent to email: kpr@reddylaw.net
IP Address: 174.163.32.192
Signed at: Oct 25 2023, 1:09 pm EDT

2970 Clairmont Road, NE
Suite 650
Atlanta, Georgia 30329



404.633.9230 ~ telephone
404.633.9640 ~ facsimile
www.bchlawpc.com

November 3, 2023

PRIVILEGED COMMUNICATION

VIA EMAIL

Ms. Joann D. Francis
ACCG
P.O. Box 56527
Atlanta GA 30343

**Re: Kellie Hunter v. Rockdale County, et al
USDC, Northern District of GA (Atlanta)
Civil Action No.: 1:22-cv-00312-SDG-RDC
Claim No.: 6250050308**

Dear Joann:

As an update, we received the executed general release and Plaintiff's dismissal with prejudice was filed in the above-referenced matter. I attach copies for your file. As such, we delivered the settlement check to opposing counsel and we will now close our file on this matter. The final bill will be sent next week. We will hold the physical file in our office for 45 days before sending it off-site for storage. Should you require any portion of this file for your records or want any portion of the file forwarded, please notify us within 45 days. If you do not so notify us, after the 45-day period, we will, consistent with all applicable rules of professional conduct, use our discretion to determine the retention or destruction of all attorney work product and any client materials that remain with the firm.

As always, it has been a pleasure to work with you and represent ACCG's insured. We look forward to continuing to work with you in the future. If we can offer any assistance, or if you have any questions or concerns, please do not hesitate to call.

Best regards,

Timothy J. Buckley III

Timothy J. Buckley III, Esq.
BUCKLEY CHRISTOPHER & HENSEL, P.C.
direct dial 404.974.4570
tbuckley@bchlawpc.com

Attachment

cc: M. Qader Baig, Esq. (via email)
Eric J. O'Brien, Esq. (via email)

CHARGE OF DISCRIMINATION <small>This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.</small>	Charge Presented To: Agency(ies) Charge No(s): <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC
---	---

_____ and EEOC

State or local Agency, if any

<small>Name (indicate Mr., Ms., Mrs.)</small> Ms. Kellie LeAnn Hunter	<small>Home Phone (Incl. Area Code)</small>	<small>Date of Birth</small>
---	---	------------------------------

Street Address _____ City, State and ZIP Code _____

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

<small>Name</small> Rockdale County, Georgia	<small>No. Employees Members</small> 500 +	<small>Phone No. (Include Area Code)</small> (770) 278-7575
--	--	---

Street Address _____ City, State and ZIP Code _____

**981 Milstead Avenue
Conyers, Georgia 30012**

<small>Name</small>	<small>No. Employees Members</small>	<small>Phone No. (Include Area Code)</small>
---------------------	--------------------------------------	--

Street Address _____ City, State and ZIP Code _____

DISCRIMINATION BASED ON (Check appropriate box(es).) <input checked="" type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify below)	DATE(S) DISCRIMINATION TOOK PLACE Earliest Latest 02/11/20 02/18/20 <input checked="" type="checkbox"/> CONTINUING ACTION
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THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

1. In September of 2017, I began working for Respondent as a Code Enforcer in the Planning and Development Department. I am a white female. I report to Douglas Chandler (African-American), the Code Enforcer Manager. I am the only white and only female Code Enforcer working under Mr. Chandler.
2. Throughout my employment, I have performed my duties in an exemplary manner.
3. On February 11, 2020, Osborn Nesbitt, the Chairman of the County Board of Commissioners for Respondent, sent me a sexually offensive video to my cellphone. The video contains offensive dancing and nudity of a female.

CONFIDENTIAL SETTLEMENT COMMUNICATION

I want this charge filed with both the EEOC and the State or local Agency. If any, I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.	NOTARY - When necessary for State and Local Agency Requirements
I declare under penalty of perjury that the above is true and correct.	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)
_____ <small>Date</small>	_____ <small>Charging Party Signature</small>

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: _____ Agency(ies) Charge No(s): _____

FEPA
 EEOC

_____ and EEOC

State or local Agency, if any

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

4. On February 12, 2020, I complained to the Director, Casey Kersic, and Deputy Director, Teresa Jacobs, about the video. Ms. Kersic and Ms. Jacobs failed to take any action. Rather, Ms. Kersic told me "do what [I] wanted with it."
5. On February 12, 2020, I complained to Mr. Chandler about the video. Mr. Chandler failed to take any action. Rather, Mr. Chandler told me "he did not want to hear about it."
6. On February 15, 2020, I was summoned to Mr. Nesbitt's office. Mr. Chandler and Toni Knowles from Human Resources were both present. Mr. Nesbitt told me I was doing a good job and that my "job was secure." There was no reason for my job not to be secure.
7. On February 18, 2020, Mr. Chandler issued me a written warning. The written warning is blatantly false. Furthermore, Mr. Chandler told me that the February 15th meeting was a verbal reprimand.
8. On February 26, 2020, I complained to Neni Valentine, the Employee Relations Manager, about the video. To date, Rockdale County has failed to take any action regarding my client's complaint.
9. I have been subjected to a sexually hostile work environment.
10. I am being treated differently than similarly-situated employees in the terms and conditions of my employment because of my race and/or gender.
11. I have been subjected to sexual harassment and race and gender discrimination, in violation of Title VII of the Civil Rights Act of 1964, as amended.
12. I have been subjected to retaliation, in violation of Title VII of the Civil Rights Act of 1964, as amended.

CONFIDENTIAL SETTLEMENT COMMUNICATION

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

NOTARY – *When necessary for State and Local Agency Requirements*

I declare under penalty of perjury that the above is true and correct.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(month, day, year)

_____ Date

_____ Charging Party Signature