

EXHIBIT A

SETTLEMENT AGREEMENT

I. INTRODUCTION

A. This Settlement Agreement (“Agreement”) is entered into by: (1) Plaintiff Tracy Anthony Miller; and (2) the Georgia Department of Corrections (“GDC”), including its officers, employees, and member facilities, Augusta State Medical Prison (“ASMP”) and Georgia State Prison (“GSP”).

B. This Agreement addresses Miller’s suit against GDC, and its officers, alleging violations of his constitutional rights as well as of the Americans with Disabilities Act and the Rehabilitation Act, and is intended to resolve all the claims raised in Miller’s suit entitled Miller v. Smith, et. al, 6:98-cv-109-JEG, pending in the United States District Court for the Southern District of Georgia together with any and all disputes, claims or demands between Miller and GDC, its officers and employees. However, this Agreement does not serve as an acknowledgement or admission by GDC that corrective measures are necessary to meet the constitutional and statutory rights of Miller or any other inmate in GDC custody, nor does this agreement serve as an acknowledgement or admission by Miller that GDC has acted, or continues to act, in compliance with the Constitution or other laws of the United States.

C. Each and every provision of this Agreement is entered into by clear agreement of the parties, after thorough negotiations.

D. The parties agree that the provisions of this Agreement are a lawful, fair, adequate, and reasonable resolution of this lawsuit.

E. The provisions of this Agreement are binding on the GDC, without regard to whether GDC has contracted with an outside provider or vendor for any of the services which are covered under the Agreement.

II. DEFINITIONS

As used in this Agreement, the following definitions apply to the terms below, without regard to case, gender, tense, or number:

A. “Effective Date” shall be the date on which this Agreement is signed by both parties.

B. “Treatment Plan” shall mean a document that sets out, in an integrated manner, the individualized treatments and services to be provided to the inmate patient; is periodically reviewed; is revised in accordance with generally accepted professional standards



III. SUBSTANTIVE PROVISIONS

A. Accessibility of ADA Units and Facilities

1. Copies of this Agreement shall be maintained at the top of Miller's institutional file.
2. Miller will be housed in a cell that complies with the ADA Accessibility Guidelines for Buildings and Facilities ("ADAAG"), except in exigent circumstances such as a riot, fire, or similar emergency, in which case he may be placed in non-ADAAG compliant housing assignment for no longer than until compliant housing can be located. This provision does not apply in the event of disciplinary incidents. A list of GDC's current ADAAG compliant cells that Miller may be placed in according to this provision is attached hereto as Exhibit A.
3. If Plaintiff is moved to a non-compliant cell under this provision, the Warden of the facility will review Miller's housing status every 48 hours, excluding weekends and holidays, to determine whether an ADAAG compliant cell is available.
4. In the event that Miller engages in conduct that violates the disciplinary rules of GDC, and it is determined that he will be placed in a segregation cell, Miller will be housed in a segregation cell that complies with ADAAG, if one is available. If an ADAAG compliant segregation cell is not available at the time it is determined that Miller will be placed in segregation GDC will allow Miller to remain in his ADAAG compliant cell, subject to the restrictions GDC imposes upon him as a result of the conduct that violated GDC disciplinary rules, until such time as an ADAAG compliant segregation cell becomes available.
5. Within 90 days of the execution of this Agreement, a mutually agreeable expert in ADA compliance will survey the spaces listed in Exhibit A above as necessary to confirm that the spaces are ADAAG compliant. To the extent that this expert finds that spaces are not ADAAG compliant, the GDC shall revise Exhibit A_ to delete those spaces, and shall attach the revised lists to this Agreement, as well as to the copy in Miller's institutional file.
6. If, at any time, the GDC adds an additional space to this list, it shall update Exhibit A to reflect the addition, and it shall maintain in the files of the ADA Coordinator a document (including architectural drawings, photographs, or other supporting evidence) sufficient to demonstrate the accessibility of the space

B. Program Accessibility

1. Miller will have access to a wheelchair transfer roll-in shower chair with wheel lock mechanism.

2. Wheelchairs and other medical devices that are prescribed to Miller by medical staff will be stored and available to him in his cell. Any prescribed equipment will not be removed from his cell unless Miller is found to be using the wheel chair or other medical device for any purpose other than for which the medical aid is prescribed. Any removed items will be made available to Miller as determined by medical staff to be used as prescribed, consistent with the provisions of SOP VH01-0002 [Medical Autonomy].

- Provide Miller with adequate supplies of catheters, leg bags and diapers, as appropriate.
- Provide a clean environment to use, clean, and dispose of devices in order to minimize the risk of infection.
- Provide appropriate receptacles for waste. Provide prompt, appropriate disposal of waste, diapers, urine bags and bottles, and other waste materials.
- Ensure that there is a regular documentation procedure where Miller signs for and acknowledges each receipt of supplies and the amounts of supplies received.
- Miller agrees that he will sign for and acknowledge each receipt of supplies and the amounts of supplies received.

3. Miller shall not be required to perform tasks that are beyond his ability to perform due to his disability, and assistance shall be provided to Miller to the extent that he needs assistance with activities of daily living. The determination of the extent to which Miller needs assistance shall be made by medical staff, consistent with the provisions of SOP VH01-0002 [Medical Autonomy].

C. Medical Treatment

1. GDC shall maintain a written medical Treatment Plan in his medical file, which shall be updated regularly according to applicable professional standards, and medical staff shall make good faith efforts to comply with the Treatment Plan. The currently operative treatment plan is attached hereto as Exhibit B.

2. Miller has been provided long leg braces as provided in the medical treatment plan. Such braces, however, shall not be deemed to replace his wheelchair

My T. M.

unless Miller's treating physician determines that the wheelchair is no longer appropriately prescribed.

D. Other Issues

1. GDC and its officers and employees have not and will not retaliate against Miller because of any litigation or grievance Miller has filed or is about to file, or because of any litigation or grievance of another inmate as to which Miller has provided assistance.

2. Miller shall be permitted to provide assistance to other inmates consistent with the provisions of SOP IIA14-0001, Sec. VI.G.2. [Access to Courts].

3. The parties acknowledge that it has been recommended that Miller complete the pre-parole programs Prime for Life, Motivation for Change, Family Violence, Health Education, and TOPSTEP. GDC agrees that Miller shall be provided the same or equivalent access to these and any other applicable pre-parole programs as would be provided a non-disabled inmate of his classification and disciplinary status, subject to removal in accordance with applicable program removal procedures contained in the governing Standard Operating Procedures of GDC. Miller agrees that he will make reasonable efforts to attend such programs whenever he qualifies for such programs and they are offered in a readily accessible manner.

4. Miller will be provided the same or equivalent access to a law library and legal materials, or reasonable access to legal research resources, as would be provided to a non-disabled inmate of his classification and disciplinary status.

5. GDC and its officers shall not interfere with Miller's right of access to the courts and counsel consistent with the Standard Operating Procedures of GDC.

E. Financial Terms

1. Upon execution of this Agreement, payment in the amount of \$50,000 shall be made to Miller, and a payment in the amount of \$90,000 shall be made to his attorneys Bondurant Mixson & Elmore. Additionally, the GDC agrees to waive any debt in Miller's inmate account as of the date of execution of this Agreement. The Defendants also agree to pay the mediator's fee in this case.

2. **Mutual Release.** Miller, for and in consideration of the performance of the above financial terms, does hereby and for the heirs, executors, administrators, successors and assigns of Miller acquit, remise, release and forever discharge the GDC, Brian Owens, James Donald, Johnny Sikes, Dr. Joseph Paris, Dr. Carolyn Mailloux, Victor Walker, Lisa Bozeman, Dennis Brown, Hugh Smith, Dr. Sharon Lewis, T.J. Conley, Don Jarriel, Dane Dasher, Dr. Tommy Jones, Tom King, and their agents, servants, employees, heirs, executors, administrators, successors, predecessors and



assigns from any and all claims, fees, demands, rights, and causes of action brought, or that could have been brought, including claims for attorneys fees and costs of court, in Tracy Miller's Complaint and Amended Complaint filed in Miller v. Smith, et. al., Civil Action File No. 6:98-CV-109-JEG in the United States District Court for the Southern District of Georgia, Statesboro Division (the "Claims"), and all Complaints and Amended Complaints in Miller v. Owens, Civil Action File No. 1:05-cv-153-DHB in the United States District Court for the Southern District of Georgia, Augusta Division, and any and all claims, demands, rights, and causes of action, that have accrued as of the date of this Agreement. It is further the intention of Miller that this Agreement shall be a full settlement, satisfaction, release and discharge of GDC, together with its officers, employees, and medical providers, from any and all claims, actions, causes of action and demands, including claims for attorney's fees, arising from any act or omission of any of the released parties at any time from the beginning of time until the date of this agreement.

GDC for and in consideration of this Agreement, does hereby acquit, remise, release and forever discharge Miller, together with his heirs, executors, and administrators, from any and all claims, demands, rights, and causes of action brought, or that could have been brought, in Civil Action File No. 6:98-CV-109-JEG in the United States District Court for the Southern District of Georgia, Statesboro Division (the "Claims").

IV. GENERAL PROVISIONS

A. This Agreement is enforceable only by the parties and is binding upon the parties, by and through their officials, agents, employees, assigns, and successors. No person or entity, other than the parties named herein, is intended to be a third party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under this Agreement in any civil, criminal, or administrative action. This Agreement does not authorize, nor shall it be construed to authorize, access to State of Georgia or GDC documents by persons or entities not a party to this Agreement except as allowed by applicable law.

B. Nothing in this Agreement shall be construed as an acknowledgement, an admission, or evidence of liability of GDC under 42 U.S.C. § 1983, Title II of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the United States Constitution, or any other federal or state law, and this Agreement may not be used as evidence of liability in this or any other civil or criminal proceeding.

C. Failure by any party to enforce this entire Agreement or any provision thereof with respect to any provision herein shall not be construed as a waiver of its right to enforce other provisions of this Agreement

Handwritten signature in black ink, appearing to read "R. T. M." with a stylized flourish.

D. In the event any provision of the Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding shall not affect the remaining provisions of this Agreement.

E. This Agreement shall constitute the entire integrated agreement of the parties. All agreements and understandings between the parties are embodied and expressed herein.

F. Except as provided above in Section III.E, each party shall bear its own, attorney's fees, costs, and expenses incurred in connection with this case.

G. Nothing in this agreement should be construed as to give a right to Miller to enforce, or to create any claim or have any cause of action for a violation of any Standard Operating Procedure of GDC, except as otherwise provided by law.

H. Plaintiff Miller declares that he is eighteen years of age or older, of sound mind, and laboring under no mental disability, and that he has been advised by counsel as to the consequences of this Agreement, and he consents to its terms as provided herein.

Executed this 19 day of AUGUST, 2010.

Tracy A Miller
TRACY A. MILLER

Sworn to and subscribed before me this
19th day of August, 2010.

Susan Jones
Notary
My Commission Expires: _____

SUSAN M. JONES
NOTARY PUBLIC
RICHMOND COUNTY
STATE OF GEORGIA
My Commission Expires February 27th 2012

T.M.

Executed this 20th day of August, 2010.

Robert E. Jones
as General Counsel
For the Georgia Department of Corrections

Sworn to and subscribed before me this
20th day of August 20, 2010.

Craig A. Nehal
Notary

My Commission Expires: _____ Notary Public, Cobb County, Georgia
My Commission Expires January 2, 2013

T.M.

Exhibit A

Augusta State Medical Prison

Unit 1B Housing Cells: 1B1, 1B2, 1B3, 1B4, 1B7, 1B8, 1B9, 1B10, 1B11, 1B12, 1B13, 1B14, 1B15, 1B16, 1B17, 1B18, 1B19, 1B20

Unit 2A Medical Cells: 2A7, 2A8

Unit 3A Medical Cells: 3A7, 3A8

Unit 6A Isolation Cell: 6A4

Georgia State Prison

Medical Unit Cell Numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11

Georgia Diagnostic and Classification Prison

Medical Unit Cell 15

Special Management Unit Cells: A101, A116, B101, B116, C101, C116, D101, D116, E101, F101, F116

Handwritten signature/initials

EXHIBIT B



GEORGIA DEPARTMENT OF CORRECTIONS

AUGUSTA STATE MEDICAL PRISON
3001 GORDON HIGHWAY
GROVETOWN, GEORGIA 30813
706-855-4700

Sonny Perdue
Governor

Brian Owens
Commissioner

FROM: Dr. Billy Nichols
ASMP Medical Director

DATE: March 10, 2009

SUBJECT: Treatment Plan, Tracy Miller #191378

03/09/2009 50-y/o black male with the following medical problems and treatment plan:

1.
 - Paraplegia secondary to gunshot wound to spine sustained in November 1988 with right lower extremity weaker than left leg lower extremity.
 - Ambulates in wheelchair.
 - Perform ADL's.
 - Transfers from bed to chair to toilet seat.
 - He is measured for and is awaiting lower extremity braces (right KAFO & left AFO)
2.
 - Hypertension; on treatment with Cozaar 50 mg, HCTZ 25 m
 - Patient often non-compliant with Calan SR 240 mg in the morning, 120 mg in the evening.
 - Medicines and blood pressure checks.
 - Refused 15 offerings of these medications (3/01/09-3/10/09).
3.
 - Neurogenic bladder. In and out self-catheterization 4 – 5 times per day. History of Hematuria.
 - Status post Urology consult.
 - Status post renal ultrasound – showed left renal cyst and irregular bladder wall.
 - Status post renal protocol CT: bladder wall thickening; 2.5 cm left renal cyst.
 - Patient refused to go to Urology consult on 1/27/09 and consult had to be rescheduled.
 - Cystoscopy is pending for work-up of bladder problem.
 - Repeat CT renal 6 months for follow up renal cyst is pending. (7/09)
4.
 - Left shoulder pain with degenerative changes of acromio-clavicular joint.
 - Seen by Orthopedics, recommended Physical Therapy for range of range of motion.
 - Patient will follow up Orthopedics in 6 months.

Handwritten signature or initials, possibly "T.M."

Multidisciplinary Treatment Plan for Tracy Miller

Robert B. Greifinger, MD

Draft April 3, 2009

1. Accessible space, according to USDOJ recommendations, and accessible yard time and programs;
2. Appropriate durable medical equipment, including wheelchair, custom braces, and crutches (as necessary);
3. Wheelchair evaluation within 30 days, including evaluation for cushion;
4. Sufficient supplies, as necessary, including condom catheters and diapers and chux;
5. Avoid straight catheters where medically inappropriate;
6. Physical therapy and instruction for transfers, braces, and left shoulder;
7. Left shoulder: orthopedic follow-up within six months, and thereafter as necessary;
8. Hypertension: reevaluate medication; provide medication and chronic care according to GDOC clinical guidelines;
9. Neurogenic bladder: patient education; follow-up with CT scan and cystoscopy within three months;
10. Renal cyst: ultrasound follow-up within six months;
11. Rectal ulcer: gastroenterology follow-up; patient education; stool softeners as needed;
12. Pain management: evaluation for TENS unit by primary physician;
13. Old granulomatous disease of chest: reassure patient;
14. Encourage independent living for transfer to an accessible, non-nursing unit, as soon as feasible. Patient will be expected to perform activities within his limitations and will not be punished for his inability to perform outside his physical limitations;
15. "Soft shoe profile" ordered, to allow for medically and/or legally required visits outside GDOC facilities;
16. Wheelchair van for transportation;
17. Wound care, as necessary;
18. Sensitive counseling to address patient's medical and accommodation concerns, especially when patient refuses care;
19. Special needs are listed on the master problem list;
20. Medical evaluation and adjustment of treatment modalities (diet, exercise, adaptation to the physical environment, diagnostic testing, and medication) will occur every three months, or sooner when medically necessary; and
21. No unreasonable security barriers to accessibility.

T.M. [Signature]

EXHIBIT B

Michelle Hirsch

From: Michelle Hirsch
Sent: Thursday, August 19, 2010 4:58 PM
To: 'robby_atkins@gas.uscourts.gov'
Cc: 'Sarah M. Shalf'; Susan Teaster; John H. Rains IV; Devon Orland
Subject: Miller v. Smith, 98-109

Robbi,

The parties would like to report that we have settled this case. The settlement agreement has been executed by Plaintiff and will be executed by GDC. The checks have been ordered, but not been received yet.

We will be unable to file the stipulation of dismissal until the checks clear, and so we would like to request that the Court stay the proceeding to allow for that to happen.

Thank you,
Michelle Hirsch

Michelle J. Hirsch
Assistant Attorney General
Georgia Department of Law
40 Capitol Square, S.W.
Atlanta, GA 30334
Telephone: (404) 463-8850
Facsimile: (404) 651-5304
mhirsch@law.ga.gov

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EXHIBIT C

Michelle Hirsch

From: Michelle Hirsch
Sent: Wednesday, August 18, 2010 10:41 AM
To: 'Sarah M. Shalf'; John H. Rains IV
Cc: Susan Teaster
Subject: Stipulation of dismissal in Miller v. Owens, 05-153
Attachments: ATTORNEY_GENERAL-#595188-v1-MILLER-Stipulation_of_Dismissal.DOC

Sarah and John,

I forgot to send this to you in my last email. It is the stipulation of dismissal in Miller v. Owens, 05-153 in which Mr. Miller is proceeding *pro se* that I ask that he execute when you meet with him.

Thanks,

Michelle

Michelle J. Hirsch
Assistant Attorney General
Georgia Department of Law
40 Capitol Square, S.W.
Atlanta, GA 30334
Telephone: (404) 463-8850
Facsimile: (404) 651-5304
mhirsch@law.ga.gov

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**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
STATESBORO DIVISION**

TRACY ANTHONY MILLER,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
VS.)	
)	1:05-CV-153-DHB
BRIAN OWENS, et. al.,)	
)	
Defendants.)	

STIPULATION OF DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff, with the express consent and permission of the Defendants in the referenced litigation, and hereby stipulates that the above-styled action be dismissed with prejudice, pursuant to FED. R. CIV. P. 41(a)(1), with the Parties to bear their own costs.

Respectfully submitted, this _____ day of _____, 2010.

Tracy A. Miller, *pro se* Plaintiff
GDC # 191378
Augusta State Medical Prison
3001 Gordon Highway
Grovetown, GA 30813

Consented to by:

Attorney for Defendants

/s/ Devon Orland

Devon Orland

Georgia Bar No. 554301

Senior Assistant Attorney General

Department of Law, State of Georgia

40 Capitol Square, S.W.

Atlanta, Georgia 30334-1300

Telephone: (404) 463-8850

Facsimile: (404) 651-5304

E-mail: dorland@law.ga.gov

EXHIBIT D

Michelle Hirsch

From: Sarah M. Shalf [shalf@bmelaw.com]
Sent: Tuesday, September 14, 2010 6:16 PM
To: Michelle Hirsch
Cc: Devon Orland; Susan Teaster
Subject: Re: Miller trust account

Ok, look forward to receiving it.

I expect it would be a dismissal like Mr. Miller has previously signed, unless the Court for some reason thinks it should be different (but I haven't asked for anything different and don't plan to).

Sarah Shalf
Shalf@bmelaw.com

Sent from my iPhone

On Sep 14, 2010, at 5:33 PM, "Michelle Hirsch" <mhirsch@law.ga.gov> wrote:

Sarah,

I am waiting only for the response from the Middle District of Georgia and Tattnall County. Then, I should have the totals.

On another note, I was a little confused by the Court's suggestion that the parties present a "dismissal judgment." Please note that Defendants do not agree to the entry of a judgment. We expect that a dismissal with prejudice under Rule 41(a)(1)(A)(ii) will be entered, in substantially the same form and substance as the stipulation of dismissal signed by Plaintiff in 05-153, Miller v. Owen, which has yet to be filed by Plaintiff. Please let me know if you disagree.

Thanks,

Michelle J. Hirsch
Assistant Attorney General
Georgia Department of Law
40 Capitol Square, S.W.
Atlanta, GA 30334
Telephone: (404) 463-8850
Facsimile: (404) 651-5304
mhirsch@law.ga.gov

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EXHIBIT E

United States Court of Appeals

Eleventh Circuit
56 Forsyth Street, N.W.
Atlanta, Georgia 30303

Thomas K. Kahn
Clerk

In Replying Give Number
Of Case And Names of Parties

September 09, 1999

Warden
Georgia State Prison
100 Georgia Hwy. 147
Reidsville GA 30499-9701

RE: 99-12215-B Tracy Miller v. Jim Wetherington
DC DKT NO.: 99-00083 6-CV-BAE

Pursuant to the Prison Litigation Reform Act of 1995 (the Act), 28 U.S.C. §1915 (as amended), enclosed is a CONSENT FORM executed by a prisoner in your institution which authorizes payment of the required \$105.00 appellate filing fee from his or her prison account to the district court named below.

Such checks shall be made payable and sent to:

Clerk, U.S. District Court
District of Southern Georgia
125 Bull Street, Room 306
Savannah, GA 31401

Pursuant to the Act, and consistent with the prisoner's signed CONSENT FORM you should now pay to the specified district court a first payment amounting to the greater of the following amounts:

- (1) 20% of the average monthly deposits to the prisoner's account for the six month period immediately preceding the date the notice of appeal was filed (as indicated on the enclosed CONSENT FORM); or
- (2) 20% of the average monthly balance in the prisoner's account for that six month period.

You should also hereafter make additional monthly payments from the prisoner's account to the specified district court until the balance of the \$105.00 is paid. Each additional monthly payment should be equal to 20% of all of the preceding month's deposits to the prisoner's account and will be deducted from all monies on deposit in the prisoner's account in excess of \$10.00 until the full filing fee has been paid.

If you have any questions concerning these procedures, please feel free to write or call this office. Thank you for your cooperation.

Sincerely,

THOMAS K. KAHN, Clerk

Reply To: Dwight Briggs (404) 335-6181

c: District Court Clerk

Encl.

PRIS-10 (2-1999)

**DEBBIE CREWS
CLERK OF SUPERIOR, STATE & JUVENILE COURTS
TATTNALL COUNTY GEORGIA
P.O. BOX 39
REIDSVILLE, GA. 30453
(912)557-6716**

**TO: GEORGIA STATE PRISON
INMATE ACCOUNT DEPARTMENT
300 1ST AVE.
REIDSVILLE, GA. 30453**

INMATE : Tracy Miller

ID NO: GDC#191378

**AN APPLICATION FOR AN INMATE FORM FOR CIVIL ACTION HAS
BEEN FILED IN THE SUPERIOR COURT OF TATTNALL COUNTY. THE
CASE NO. IS 2004-NH-9 PLEASE FREEZE THIS INMATE'S ACCOUNT
IN THE AMOUNT OF \$ 60.00 AS AUTHORIZED BY THE GEORGIA
CODE SECTION 42-12-4.**

THANK YOU IN ADVANCE,

Bridget M. Beecher

**BRIDGET M. BEECHER
DEPUTY CLERK
TATTNALL COUNTY**

EXHIBIT F

SUPPLEMENT TO SETTLEMENT AGREEMENT

I. INTRODUCTION

A. This is a Supplement ("Supplement") to the Settlement Agreement ("Agreement") entered into by: (1) Plaintiff Tracy Anthony Miller; and (2) the Georgia Department of Corrections ("GDC"), including its officers, employees, and member facilities, Augusta State Medical Prison ("ASMP") and Georgia State Prison ("GSP") in reference to the matter of Miller v. Smith, 6:98-cv-108-JEG.

B. This Supplement is entered into by clear agreement of the parties, after thorough negotiations.

C. The parties agree that the provisions of this Supplement are lawful, fair, adequate, and reasonable.

II. SUBSTANTIVE PROVISION

A. Financial Terms

1. Miller acknowledges receipt of payment to him in the amount of \$50,000, and acknowledges receipt of payment to his attorneys Bondurant Mixson & Elmore in the amount of \$90,000.

2. The GDC has waived debt owed to it by Miller in the amount of \$3,690.26. This amount reflects all debt owed to GDC as reflected in Miller's inmate account as of the date of execution of the Agreement.

3. In further consideration of the Agreement, within 10 days from the date of the execution of this Supplement, GDC will pay to the following courts the following court fees incurred in the following cases:

In the District Court for the Southern District of Georgia:

-	CV6:98-109	\$150.00
-	CV1:99-55	\$150.00
-	CV6:97-001	\$ 63.40
-	CV6:97-144	\$130.00
-	CV6:97-154	\$244.60
-	CV6:98-57	\$150.00
-	CV1:98-97	\$150.00

Executed this _____ day of _____, 2010.

Robert E. Jones, as General County for the Georgia
Department of Corrections

Sworn to and subscribed before me this
_____ day of _____, 2010.

Notary
My Commissioner Expires: _____

EXHIBIT G

Michelle Hirsch

From: Sarah M. Shalf [shalf@bmelaw.com]
Sent: Friday, October 01, 2010 11:50 AM
To: Devon Orland
Cc: Michelle Hirsch; Susan Teaster
Subject: RE: Miller supplemental agreement
Attachments: Miller Consent Dismissal With Prejudice.DOC α

This looks fine, except the language requiring Mr. Miller to dismiss within 2 days could potentially be problematic. Mr. Miller cannot unilaterally dismiss the 6:98-cv-109 case. However, if the Defendants will go ahead and consent to the attached dismissal order then I will be able to file this to dismiss the 6:98-109 case within 2 days of receiving copies of the letters reflecting payment of the court fees (and Michelle can file the dismissal order for the other case, which she already has in her possession).

Sarah
Bondurant Mixson & Elmore, LLP
shalf@bmelaw.com | (404) 881-4158

From: Devon Orland [mailto:dorland@law.ga.gov]
Sent: Thursday, September 30, 2010 9:20 AM
To: Sarah M. Shalf
Cc: Michelle Hirsch; Susan Teaster
Subject: FW: Miller supplemental agreement

DOC has given its ok to proceed with the supplemental agreement as written.

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA
STATESBORO DIVISION**

TRACY ANTHONY MILLER,)
)
Plaintiff,)
)
VS.)
)
GEORGIA DEPARTMENT OF,)
CORRECTIONS, et al.,)
)
Defendants.)

CIVIL ACTION NO.
6:98-CV-109-JEG

CONSENT DISMISSAL WITH PREJUDICE

Pursuant to the Court’s order of September 14, 2010, and in consideration of the Parties’ Settlement Agreement, the terms of which are incorporated herein, the Court orders this case dismissed with prejudice, pursuant to FED. R. CIV. P. 41(a)(2), with the Parties to bear their own costs.

So ordered, this _____ day of _____, 2010.

James E. Graham
United States Magistrate Judge

Consented to:

/s/ Sarah M. Shalf

Jeffrey O. Bramlett

Georgia Bar No. 075780

Email: *bramlett@bmelaw.com*

Sarah M. Shalf

Georgia Bar No. 637537

Email: *shalf@bmelaw.com*

Robert L. Ashe

Georgia Bar No. 208077

Email: *ashe@bmelaw.com*

John H. Rains IV

Georgia Bar No. 556052

Email: *rains@bmelaw.com*

BONDURANT, MIXSON & ELMORE, LLP

3900 One Atlantic Center

1201 West Peachtree Street, N.W.

Atlanta, Georgia 30309

Telephone: (404) 881-4100

ATTORNEYS FOR PLAINTIFF

/s/ Michelle J. Hirsch

Michelle J. Hirsch

Assistant Attorney General

Georgia Bar No. 357198

Email: *mhirsch@law.ga.gov*

Susan e. Teaster

Assistant Attorney General

Georgia Bar No. 701415

Department of Law

40 Capitol Square, N.W.

Atlanta, Georgia 30334

Telephone: (404) 463-8850

ATTORNEYS FOR DEFENDANTS