

**INTEI OFFICE  
MEMORANDUM**

**STATE OF GEORGIA  
DEPARTMENT OF LAW**

**DATE:** April 12, 2007

**TO:** Laura Boutwell  
DOAS Claims Adjuster

**FROM:** Annette M. Cowart  
Senior Assistant Attorney General

**RE:** William Thompson vs. State Ethics Commission  
Superior Court of Fulton County  
Civil Action File No.  
Matter No. 1067808  
DOAS Claim No. ; (), Adjuster

*21072/2362*  
*hint*

This is to request that you provide notice to the Department of Administrative Service: that the above-styled action is an insured case.

- (A) Susan Rutherford, Special Assistant Attorney General has been assigned as lead counsel.  
She can be reached at (770) 351-0090.
- (B) The following person(s) are being sued in an individual capacity:  
N/A
- (C) The following claims are being asserted in this action:
 

<input checked="" type="checkbox"/> Title VII claim	state law claims – whistle blower
42 U.S.C. § 1983	other
42 U.S.C. § 1981	
- (D) The following of damages are being claimed:
 

<input checked="" type="checkbox"/> Back-pay	<input checked="" type="checkbox"/> Compensatory
Front-pay	Punitive
Liquidated	Other
- (E) The incident giving rise to the complaint is undeterminable at this time.
- (F) The potential liability to the insurer is undeterminable at this time.
- (G) Attached is a copy of the Complaint.

Attachment



**COUNT ONE****WHISTLEBLOWER CLAIM**

5.

Mr. Thompson reincorporates paragraphs "1" through "4" as if stated herein.

6.

Defendant, June 1, 2006, hired Mr. Thompson to be its Deputy Executive Secretary/Director of Investigations and Enforcement.

7.

Mr. Thompson's duties as Defendant's Deputy Executive Secretary/Director of Investigations and Enforcement included supervising investigations of ethics complaints submitted to Defendant and enforcing the Ethics in Government Act.

8.

Mr. Thompson, during August 2006, was supervising an investigation of a potential ethics violation by a prominent gubernatorial candidate's fund-raising campaign committee ("Campaign Committee").

9.

The findings of the ethics investigation against the Campaign Committee were to be presented at Defendant's August 24, 2006, meeting ("Meeting").

10.

Mr. Thompson told Defendant's Executive Secretary that, at the Meeting, he planned to recommend a finding of reasonable grounds regarding the complaint against the Campaign Committee and to recommend scheduling an administrative hearing, under the Administrative Procedure Act, at which significant monetary sanctions could have been assessed against the Campaign Committee.

11.

Mr. Thompson, during early August 2006, was supervising an investigation of a potential ethics violation by a prominent County District Attorney ("District Attorney").

12.

The initial investigation of the District Attorney suggested to Mr. Thompson that the ethics investigation should be pursued.

13.

Defendant's Executive Secretary, during early August, directed Mr. Thompson to stop pursuing the ethics investigations of the Campaign Committee and the District Attorney.

14.

Defendant's Executive Secretary, when he told Mr. Thompson to stop the ethics investigations, stated that the gubernatorial candidate, whose Campaign Committee was being investigated, was a powerful politician.

15.

Defendant's Executive Secretary, when he told Mr. Thompson to stop the ethics investigations, stated that the District Attorney was a very influential person.

16.

Defendant's Executive Secretary told Mr. Thompson that he did not want him pursuing ethics investigations of powerful and influential political figures.

17.

Defendant's Executive Secretary told Mr. Thompson that his ethics investigations of the powerful and influential political figures would jeopardize Defendant's budget requests.

18.

Mr. Thompson, consistent with his duties and responsibilities, refused the directive of Defendant's Executive Secretary to stop pursuing the ethics investigations of the Campaign Committee and the District Attorney.

19.

Mr. Thompson, consistent with his duties and responsibilities, made it perfectly clear to Defendant's Executive Secretary that he planned to proceed with the ethics investigations of the Campaign Committee and the District Attorney and present his findings and recommendations to Defendant.

20.

Immediately after Mr. Thompson refused to close the investigations of the Campaign Committee and the District Attorney and expressed his intent to present his findings and recommendations, Defendant terminated Mr. Thompson.

21.

Defendant, August 14, 2006, terminated Mr. Thompson.

22.

Defendant, when it terminated Mr. Thompson, merely stated that Mr. Thompson's services "were no longer needed."

23.

No legitimate excuse or justification exists for Defendant's termination of Mr. Thompson.

24.

Defendant terminated Mr. Thompson in retaliation against Mr. Thompson for pursuing the ethics investigations against the Campaign Committee and the District Attorney.

25.

Defendant's retaliatory termination of Mr. Thompson violates the Georgia Whistleblower Act.

26.

Defendant, July 7, 2006, had given Mr. Thompson a favorable job evaluation.

27.

Defendant's July job evaluation gave Mr. Thompson a rating for overall responsibilities of exceeding expectations, which was the highest possible rating.

28.

Defendant's July job evaluation did not give Mr. Thompson a single negative rating.

29.

Mr. Thompson's position as Defendant's Deputy Executive Secretary/Director of Investigations and Enforcement made Mr. Thompson a "Public employee" as defined by O.C.G.A. 45-1-4(a)(3).

30.

Defendant is a "Public employer" as defined by O.C.G.A. 45-1-4(a)(4).

31.

O.C.G.A. 45-1-4(d)(2) provides: "no public employer shall retaliate against a public employee for disclosing a violation of or noncompliance with a law, rule, or regulation to either a supervisor or a governmental agency...."

32.

Defendant's termination of Mr. Thompson violates O.C.G.A. 45-1-4(d)(2).

33.

Defendant's violation of O.C.G.A. 45-1-4(d)(2) is particularly egregious and reprehensible in light of Defendant's responsibility to enforce the State's ethics laws.

34.

Mr. Thompson is entitled to be reinstated to his position as Defendant's Deputy Executive Secretary/Director of Investigations and Enforcement.



35.

Mr. Thompson is entitled to reinstatement of full fringe benefits and seniority rights.

36.

Mr. Thompson is entitled to compensation for the wages, benefits, and other remuneration that he lost because of Defendant's retaliatory termination of him.

37.

Mr. Thompson is entitled to all other compensatory damages allowable by law.

38.

Mr. Thompson is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Mr. Thompson requests the Court to enter judgment against Defendant:

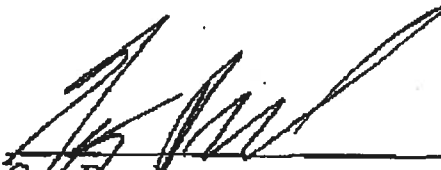
- (a) Awarding Mr. Thompson reinstatement as Defendant Commission's Deputy Executive Secretary/Director of Investigations and Enforcement;
- (b) Awarding Mr. Thompson reinstatement of full fringe benefits and seniority rights;
- (c) Awarding Mr. Thompson full compensation for his lost wages, benefits, and other remunerations;

- (d) Awarding Mr. Thompson all other compensatory damages allowable by law;
- (e) Awarding Mr. Thompson his costs of litigation including attorney's fees; and
- (f) Awarding Mr. Thompson whatever other relief that the Court deems just and proper.

39.

Mr. Thompson demands a jury trial.

**GARY BUNCH, P.C.**

  
\_\_\_\_\_  
Gary Bunch  
Georgia Bar Number 094612

1718 Peachtree St. NW  
Suite 1085  
Atlanta, GA 30309  
Phone: (404) 815-0820

**The Law Office of Edwin Marger**

Edwin Marger, III  
Edwin Marger  
Georgia Bar Number 487400

44 North Main Street  
Jasper, Georgia 30143  
(706) 253-1776

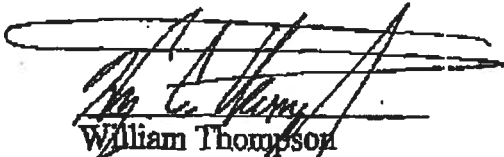
Bob Barr, III  
Bob Barr  
Georgia Bar Number 039475

**Attorneys for Plaintiff**  
**William Thompson**

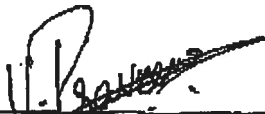
April 10, 2007

**VERIFICATION**

I, William Thompson, verify that the facts set forth in the within Complaint  
are true and correct.

  
William Thompson

Sworn to and subscribed  
before me this 19<sup>th</sup>  
day of April, 2007.

  
\_\_\_\_\_  
Notary Public

LI 07212362  
Liab - New mail

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

1.

FOR AND IN CONSIDERATION of the agreements set forth herein below, the receipt and sufficiency of which are hereby acknowledged, William Thompson, (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 State Ethics Commission and all administrators, directors, supervisors, and other officials and employees thereof (hereinafter collectively referred to as "Defendant"), of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever, including, but not limited to, those claims of unfair or illegal employment practices asserted or which could have been asserted by or on behalf of Plaintiff against the Defendant as referenced in the case of William Thompson v. State Ethics Commission, Superior Court of Fulton County, Civil Action File No. No. 2007CV132266.

2.

This settlement agreement is a full and final release of claims (hereinafter "release") 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 in any suit, claim, charge of discrimination, or grievance

against Defendant for or on account of any matter or thing whatsoever, up through and including the date of execution of this release.

3.

Plaintiff represents and warrants that no one person 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 prior employment with Defendant, including the entry into the foregoing agreement. Plaintiff agrees to protect and hold harmless the Defendant against 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 employment with Defendant, for equitable relief, damages, compensation, attorneys fees, or otherwise, other than those amounts set forth in this agreement when made by him in connection with this action, or alleged violations of any right owed to Plaintiff prior to the effective date of this release, and to reimburse or make good any loss or damages, costs or expenses, including reasonable attorneys fees (regardless of whether legal services are provided by governmental attorneys or private counsel) and court costs, that the Defendant, agents or any other State agent may have to pay if litigation arises from any alleged violation occurring on or prior to the date this release is executed.

4.

As consideration for the mutual promises, covenant and agreements contained herein, Defendant shall pay to Plaintiff the sum of \$125,000.00 (hereinafter the "Amount") to be

paid no later than July 17, 2008. In accordance with the terms of this Agreement, the Department of Administrative Services will deliver to Plaintiff, through his attorney a check, payable to "William Thompson and Gary Bunch, P.C., as attorney of record for William Thompson" as general damages and attorneys fees.

This Amount , the receipt of which is hereby acknowledged, shall represent payment of consideration for the promises contained herein and a compromise settlement for all claims of the Plaintiff in these matters for any damages to Plaintiff. Further, the Amount includes any attorneys' fees and costs that may have been awarded to Plaintiff as a result of being a prevailing party in the above-styled action. The parties acknowledge that the payment of any required taxes on this Amount is the responsibility of the Plaintiff and/or his attorney and that Defendant makes no representation as to the liability by the Plaintiff or his attorneys for the payment of any taxes on this amount.

5.

The Defendant will assume responsibility for the full cost of the mediation that took place at Henning Mediation on June 9, 2008.

6.

The parties agree that to the extent allowed by O.C.G.A. § 45-1-5, Defendant will agree to the removal of any documents that the Plaintiff requests be removed from his personnel file. If the removal of such documents does not satisfy Plaintiff, Defendant will purge the file as allowed by said statute. Plaintiff must advise the Defendant of the

documents that he requests be removed by no later than July 30, 2008. He must advised the Defendant that as to whether he is requiring that the file be purged as allowed by said statute by no later than August 30, 2008.

7.

The parties mutually agree not to disparage each other.

8.

The Defendant specifically deny liability and the entry in to a settlement is not an admission on either party's part of anything alleged in the pleadings but rather an agreement sought mutually in an effort to seek peace and avoid further litigation.

9.

In consideration of the foregoing, the Plaintiff may disclose the fact of his employment with the State Ethics Commission, the existence of his lawsuit and the existence of this the settlement and its terms. If asked, the parties will state, "[t]he parties have agreed to resolve this litigation on mutually agreeable terms to avoid the uncertainty and expense of litigation and without any admissions by either side. The parties are pleased to have resolved this matter but otherwise have no comment."

10.

The parties agree that, with this settlement, the matters at issue before the Court are resolved. Plaintiff will dismiss the action pending in the Superior Court of Fulton County by no later than July 18, 2008, with prejudice; and, the parties waive any rights to appeal that



either may possess.

11.

The terms and conditions set out above are in compromise and settlement of disputed claims of asserted violations of unlawful, inappropriate and unfair employment practices and treatment, the validity, existence or occurrence of which is expressly denied by the Defendants.

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 whomsoever 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.

13.

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

14.

All agreements and understandings embodied and expressed in the terms of this release are contractual and are not mere recitals.

15.

In the event anyone shall violate or threaten to violate any terms of this Order, the parties agree that the aggrieved party may immediately apply to obtain injunctive relief

against any such person violating or threatening to violate any of the terms of this Order. The parties hereto and any other persons agreeing to be subject to this Order agree that the Court shall exercise jurisdiction over it and them solely for the purpose of enforcing the terms hereof and such agreement to be subject to this Order shall not constitute consent to the personal jurisdiction of this Court for any other purpose.

16.

The parties agree that a copy or reasonable facsimile of this release may be substituted and used for all purposes as though it were an original.

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

IN WITNESS thereof, the undersigned has hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
WILLIAM THOMPSON

Date: \_\_\_\_\_

\_\_\_\_\_  
GARY BUNCH//Attorney for Plaintiff  
402 Tanner Street  
Carrollton, GA 30117

Date: \_\_\_\_\_

\_\_\_\_\_  
SUSAN L. RUTHERFORD//Attorney for Defendant  
Hedrick & Edenfield, LLP  
2408 Mount Vernon Road  
Atlanta, Georgia 30338

Date: \_\_\_\_\_

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FINAL RELEASE OF CLAIMS**

1.

FOR AND IN CONSIDERATION of the agreements set forth herein below, the receipt and sufficiency of which are hereby acknowledged, William Thompson, (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 State Ethics Commission and all administrators, directors, supervisors, and other officials and employees thereof (hereinafter collectively referred to as "Defendant"), of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever, including, but not limited to, those claims of unfair or illegal employment practices asserted or which could have been asserted by or on behalf of Plaintiff against the Defendant as referenced in the case of William Thompson v. State Ethics Commission, Superior Court of Fulton County, Civil Action File No. No. 2007CV132266.

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against Defendant for or on account of any matter or thing whatsoever, up through and including the date of execution of this release.

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Plaintiff represents and warrants that no one person 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 prior employment with Defendant, including the entry into the foregoing agreement. Plaintiff agrees to protect and hold harmless the Defendant against 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 employment with Defendant, for equitable relief, damages, compensation, attorneys fees, or otherwise, other than those amounts set forth in this agreement when made by him in connection with this action, or alleged violations of any right owed to Plaintiff prior to the effective date of this release, and to reimburse or make good any loss or damages, costs or expenses, including reasonable attorneys fees (regardless of whether legal services are provided by governmental attorneys or private counsel) and court costs, that the Defendant, agents or any other State agent may have to pay if litigation arises from any alleged violation occurring on or prior to the date this release is executed.

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6.

The parties agree that to the extent allowed by O.C.G.A. § 45-1-5, Defendant will agree to the removal of any documents that the Plaintiff requests be removed from his personnel file. If the removal of such documents does not satisfy Plaintiff, Defendant will purge the file as allowed by said statute.

7.

The parties mutually agree not to disparage each other.

8.

The Defendant specifically deny liability and the entry in to a settlement is not an admission on either party's part of anything alleged in the pleadings but rather an agreement sought mutually in an effort to seek peace and avoid further litigation.

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In consideration of the foregoing, the Plaintiff may disclose the fact of his employment with the State Ethics Commission, the existence of his lawsuit and the existence of this the settlement and its terms. If asked, the parties will state, "[t]he parties have agreed to resolve this litigation on mutually agreeable terms to avoid the uncertainty and expense of litigation and without any admissions by either side. The parties are pleased to have resolved this matter but otherwise have no comment."

10.

The parties agree that, with this settlement, the matters at issue before the Court are resolved. Plaintiff will dismiss the action pending in the Superior Court of Fulton County by no later than July 18, 2008, with prejudice; and, the parties waive any rights to appeal that either may possess.

11.

The terms and conditions set out above are in compromise and settlement of disputed

claims of asserted violations of unlawful, inappropriate and unfair employment practices and treatment, the validity, existence or occurrence of which is expressly denied by the Defendants.

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 whomsoever 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.

13.

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

14.

All agreements and understandings embodied and expressed in the terms of this release are contractual and are not mere recitals.

15.

In the event anyone shall violate or threaten to violate any terms of this Order, the parties agree that the aggrieved party may immediately apply to obtain injunctive relief against any such person violating or threatening to violate any of the terms of this Order. The parties hereto and any other persons agreeing to be subject to this Order agree that the Court shall exercise jurisdiction over it and them solely for the purpose of enforcing the terms



hereof and such agreement to be subject to this Order shall not constitute consent to the personal jurisdiction of this Court for any other purpose.

16.

The parties agree that a copy or reasonable facsimile of this release may be substituted and used for all proposes as though it were an original.

17.

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

IN WITNESS thereof, the undersigned has hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
WILLIAM THOMPSON  
Date: \_\_\_\_\_

\_\_\_\_\_  
GARY BUNCH//Attorney for Plaintiff  
402 Tanner Street  
Carrollton, GA 30117  
Date: \_\_\_\_\_

(Signatures continued on next page)

**SUSAN L. RUTHERFORD**//Attorney for Defendant  
**Hedrick & Edenfield, LLP**  
**2408 Mount Vernon Road**  
**Atlanta, Georgia 30338**  
**Date:** \_\_\_\_\_

LAW OFFICES

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LINDA M. FITZGERALD  
DOROTHY SPINELLI  
VIRGINIA B. PETERSON

June 18, 2008

**VIA FACSIMILE (770) 836-1110**

Mr. Gary Bunch  
402 Tanner Street  
Carrollton, GA 30117

RE: William Thompson v. State Ethics Commission  
Superior Court of Fulton County  
Civil Action No. 2007cv132266  
GHE File No. 55.6599

Dear Gary:

Your letter of June 18, 2008 is incorrect. Yesterday, I told you that paragraph 5 of your June 17<sup>th</sup> purporting to memorialize our agreement did "not correctly state the terms of the offer extended to you this morning." I then drafted a new paragraph 5 which specifically included the language that "the plaintiff can disclose his employment, the existence of his lawsuit and the existence of the settlement and its terms." Your letter this morning does nothing more than move the old paragraph 5 (not paragraph 4 as you state) and re-number it as paragraph 6.

However, you and I have had a telephone conversation this morning in which we discussed these very points. Therefore, I have to assume that our conversation in which I made this same point to you occurred after your letter was sent to me. Based on the conversation that we had at approximately 10:30 a.m. this morning, it is my understanding that we have an agreement on the following terms:

1. In consideration of Plaintiff's full release of his claims, Defendant will pay Plaintiff and his attorney, Gary Bunch, P.C., \$125,000 plus pay the full cost of Henning Mediation (\$3950.00). Payment to Plaintiff and his attorney will be paid within 30 days of today.

Page 2  
June 18, 2008

2. The funds will be designated as general damages and attorneys fees, not lost compensation, although this agreement includes acknowledgment that the payment of any required taxes, if any, on this amount is the sole responsibility of Plaintiff and/or his attorney and Defendant will make no representation as to the liability by the plaintiff or his attorney for the payment of any taxes on this amount;
3. To the extent allowed by O.C.G.A. § 45-1-5, Defendant will agree to the removal of any documents that the Plaintiff requests be removed from his personnel file. If the removal of such documents does not satisfy Plaintiff, Defendant will purge the file pursuant o the statute.
4. The parties agree not to disparage each other;
5. The Plaintiff can disclose the fact of his employment with the SEC, the existence of his lawsuit and the existence of the settlement and its terms. If asked, the parties will state, "[t]he paries have agreed to resolve this litigation on mutually agreeable terms to avoid the uncertainty and expense of litigation and without any admissions by either side. The parties are pleased to have resolved this matter but otherwise have no comment";
6. Defendants deny liability and the entry in to a settlement is not an admission on either party's part of anything alleged in the pleadings but rather an agreement sought in an effort to seek peace and avoid further litigation.

Again, based on the assumption that our telephone conversation occurred after your letter of June 18, 2008, we have an agreement.

Sincerely,

HEDRICK & EDENFIELD, L.L.P

Susan L. Rutherford