

DUPLICATE

RELEASE AND SETTLEMENT AGREEMENT

This is an agreement ("Agreement") between Theodore P. Hill ("Hill") and Yang Wang ("Wang") (collectively referred to as the "Parties").

WHEREAS, Hill filed a lawsuit, captioned Theodore P. Hill v. Yang Wang, Superior Court of Fulton County, State of Georgia, Civil Action File No. 1999CV12986, on August 25, 1999, alleging that Wang libeled him (the "lawsuit");

WHEREAS, Hill has agreed to compromise, settle, and fully release all claims and allegations set forth in the lawsuit and any other claims whatsoever which he may have or claim to have against Wang up to and including the day he signs this Agreement upon the terms described herein; and

WHEREAS, Wang shall provide Hill with the payment referred to in this Agreement in exchange for his dismissal of his lawsuit and his execution and compliance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, it is agreed:

A. Settlement Terms

1. **Payment.** In exchange for the promises made herein, Wang will, within ten (10) calendar days of Wang's receipt of Hill's execution of this Agreement, pay Hill \$60,000.00, as follows:

(i) a check in the amount of \$36,000.00 made payable to Hill (the "Settlement Payment"); and

(ii) a check in the amount of \$24,000.00 made payable to Greene, Buckley, Jones & McQueen (the "Attorney's Fees Payment").

Wang will send the Settlement Payment and the Attorneys' Fees Payment to Greene, Buckley, Jones & McQueen ("GBJM"). GBJM shall be solely responsible for disbursement of the Settlement Payment and the Attorneys' Fees Payment as set forth in this Section. An IRS form 1099 MISC will be issued to GBJM only for the Attorneys' Fees Payment.

2. **Apology Letter.** In exchange for the promises set forth herein, Wang will issue a Letter of Apology, which is attached as Exhibit A, via email, to those individuals who presently receive emails as part of the Georgia Institute of Technology's School of Mathematics "Everyone" email users list, as well as those individuals listed on the documents attached as Exhibit B, which are lists of individuals who received emails as part of the Georgia Institute of Technology's School of Mathematics faculty, visitors, graduate students, and staff email users list. Wang agrees to use his best efforts to locate the current email addresses of those individuals listed on the documents attached as Exhibit B and to send Exhibit A to each of these individual's current email addresses by no later than December 15, 2001.

3. **Release.** In exchange for the payment described above, Hill releases and discharges Wang from any claim or liability, whether known or unknown, arising out of any event, act or omission occurring on or before the day Hill signs this Agreement, including, but not limited to, those claims which were or could have been asserted in the lawsuit, including claims for defamation, slander, or libel, as well as any other statutory or common law claims, at law or in equity, recognized under any federal, state, or local law.

Hill further understands and agrees that this release includes all claims, including attorneys' fees, that Hill ever had, now has, or may have arising out of the lawsuit on the day Hill signs this Agreement. Hill also understands and agrees that Hill will dismiss the lawsuit in accordance with Section A.5. of this Agreement.

4. **Wang's Release.** In exchange for the performance of Hill's obligations under this Agreement, Wang releases and discharges Hill from any claim or liability, whether known or unknown, arising out of any event, act or omission occurring on or before the day Wang signs this Agreement including but not limited to, any statutory or common law claims, at law or in equity, recognized under any federal, state, or local law.

5. **Dismissal of Lawsuit.** At the time he receives evidence that the Letter of Apology has been distributed as set forth in Section A2 above, Hill will dismiss the lawsuit by signing and filing the Dismissal (the "Dismissal"), a copy of which is attached to this Agreement as Exhibit C. Hill shall provide Wang with a copy of the Dismissal, by delivering same to his attorney Phillip E. Friduss, within two (2) days of filing it with the Court.

B. General Provisions

1. **No Admission of Liability.** This Agreement is not an admission of liability by Wang. Wang denies any liability whatsoever. Wang enters into this Agreement to resolve a disputed claim.


2. **Severability.** The provisions of this Agreement are severable. If any provision is determined to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect.

3. **Governing Law.** The laws of the State of Georgia shall govern this Agreement. If Georgia's conflict of law rules would apply another state's laws, the Parties agree that Georgia law shall still govern.

4. **Entire Agreement.** This Agreement, including Exhibits A and B, which are incorporated by reference ("Agreement Documents"), constitute the entire agreement between the Parties. This Agreement supersedes any prior communications, agreements or understandings, whether oral or written, between the Parties arising out of or relating to the lawsuit. Other than the terms of the Agreement, no other representation, promise or agreement has been made to cause the Parties to sign this Agreement.

5. **Voluntary Agreement.** Hill and Wang acknowledge the validity of this Agreement and represent that they have the legal capacity to enter into this Agreement. Hill and Wang acknowledge that they have had the opportunity to consult with an attorney before signing this Agreement. Hill and Wang acknowledge that they have carefully read this Agreement, know and understand the terms and conditions, including its final and binding effect, and sign it voluntarily.

11/30/01
Date



Theodore P. Hill

Date

Yang Wang