

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS**

<b>JOHNNIE FLOURNOY,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>Case No. 02 MR 585</b>
	)	
vs.	)	
	)	
<b>AMERITECH, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, on September 25, 2002 plaintiff Johnny Flournoy ("Flournoy" or "Plaintiff") filed suit against "Ameritech/Gateway Billing" in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois, Case No. 02 MR585 (the "Litigation")

WHEREAS, in the Litigation, Flournoy alleged, in his original Complaint as well as in subsequent Amended Complaints, that the defendant "Ameritech" provided inmate telephone services at the Joliet and Stateville Correctional Centers in Joliet, Illinois, and that defendant "Ameritech" wrongfully terminated inmate telephone calls, improperly causing the imposition of multiple surcharges and fees;

WHEREAS, the inmate telephone services referenced in the Litigation were provided by the Illinois Bell Telephone Company and/or affiliated entities which during the time period in question did business under the brand name "Ameritech;"

WHEREAS, the Illinois Bell Telephone Company and/or its affiliates currently do business using the brand name "AT&T" and/or "AT&T Illinois" and shall be referred to herein collectively as "AT&T;"

WHEREAS, the telephone surcharges and fees that are the subject of the Litigation appeared on the Illinois Bell/Ameritech/AT&T bills of plaintiff's family members, including his mother Bertha Flournoy and his sister Patricia Brown;

WHEREAS, Illinois Bell Telephone Company, together with all of its affiliates ("AT&T"), deny the allegations of wrongdoing advanced by plaintiff in the Litigation;

WHEREAS, having participated in the Litigation for more than eight years, the parties hereto have agreed to a full and final settlement concerning the issues raised by plaintiff Flournoy in the Litigation;

NOW, THEREFORE, in consideration of the promised contained herein, the parties hereby covenant and agree among themselves as follows:

1. Plaintiff Flournoy enters this agreement for himself, individually, and for his agents, heirs, family members, employees, executors or administrators, and/or on behalf of any other person or entity who could or might assert any claim under or through the Litigation (the "Releasing Party"). Plaintiff Flournoy warrants that: (1) he has full power and authority to enter into this agreement, (2) he is legally competent to execute this agreement, and (3) he has not assigned, pledged, or otherwise in any manner whatsoever sold or transferred to any person or entity any right, title, interest or claim which he has or may currently have against Ameritech, Illinois Bell Telephone Company, AT&T or their affiliates, agents, predecessors, assigns, officers, shareholders, employees, affiliates, attorneys, directors, and/or subsidiaries who could or might be subject to any liability under or through the Action (the "Released Parties").

2. The Releasing Party and the Released Parties agree to be bound by the terms of this agreement.

3. In consideration for the full and final settlement of the Released Parties' claimed liability concerning any and all of the matters described in Paragraph 5 of this agreement, within

thirty (30) days of the entry of the Stipulation of Dismissal contemplated by this Agreement, AT&T will pay by check made payable to plaintiff's sister Patricia Brown the amount of \$2,500.00 (Two Thousand Five Hundred Dollars) in full and final settlement of any and all claims by the Releasing Party against the Released Parties as described in Paragraph 6 of this agreement. The Releasing Party shall provide all documentation reasonably requested (including without limitation a W-9 form for Ms. Brown) in order to accomplish this payment. Plaintiff Flournoy acknowledges that the payment made to his sister Patricia Brown constitutes a benefit to himself and that the circumstances presented in this matter (including plaintiff Flournoy's incarceration and the fact that the charges at issue in this Litigation were imposed upon the accounts of plaintiff's family members including Ms. Brown) render the payment good and valuable consideration for the undertakings provided herein.

4. Within ten (10) business days of the execution of this agreement, the Releasing and Released Parties and Release will cause this Action to be dismissed with prejudice with all parties bearing their own costs and expenses by filing a Stipulation of Dismissal With Prejudice in substantially the form attached Exhibit A hereto.

5. In exchange for the consideration set forth above, which all parties hereby acknowledge as good and valuable consideration, the Releasing Party hereby fully and forever releases and discharges Ameritech, Illinois Bell Telephone Company and AT&T together with their joint venturers, partners, parent corporations, subsidiary corporations, affiliated corporations or entities, related corporations or entities, divisions, subdivisions, branches, successors, predecessors, assigns, insurers and their current, former and future officers, directors, members, shareholders, agents, servants, employees, independent contractors and attorneys, individually, jointly and severally, and past, present and future of same ( the Released Parties), from each and every claim, debt, liability, or cause of action arising on or before the date hereof,

which the Releasing Party had or has against the Released Parties, which relate in any way whatsoever to the Litigation, the claims asserted in the Litigation, and/or which were brought or could have been brought in the Litigation.

6. This is a full and final settlement of disputed claims, and this agreement, and any payment hereunder, is not to be construed as an admission of liability on the part of any Released Party, which liability is expressly denied. Nor is this agreement to be construed in any fashion as precedent for any matter similar to the instant one, as this agreement has been entered into based on the particular facts of this matter alone.

7. The terms of this agreement shall be kept strictly confidential by the Releasing Party and shall not be repeated by the Releasing Party to anyone other than the parties hereto and their counsel, except if necessary to respond to valid legal proceedings, to respond to audits of the parties by government agencies or independent auditors, in connection with tax preparation by parties or their counsel, or as otherwise required by law.

8. Plaintiff Flournoy represents he has read and understands this agreement and warrants that he or she is fully competent to execute this agreement. Plaintiff Flournoy fully understands and intends that, pursuant to this agreement, the \$2,500 payment will be the only payment received from the Released Parties relating in any way whatsoever to any and all of the matters released in Section 5 of this agreement. Plaintiff Flournoy also fully understands and intend that he is entering into a full and final settlement and that, by entering into this Full and Final Settlement and Release, the Releasing Party agrees to forego their right to pursue any and all other claims they may have had or have against the Released Party, arising from or relating in any way whatsoever to any and all of the matters released in Paragraph 5 of this agreement.

9. All representations and agreements made with respect to the subject matter of this agreement are expressly set forth herein, and this agreement may not be altered or amended in any fashion, except in a writing signed by all the parties hereto.

10. This agreement constitutes the full, integrated and complete understanding of the parties hereto with respect to its subject matter.

11. This agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Illinois.

12. The signatories of this agreement for all the parties hereto have full power and authority to execute it on behalf of themselves and/or their respective principals.

13. This agreement may be executed in counterparts, with each copy constituting a duly authorized original.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the dates set forth below.

March 14, 2011  
DATE

Johannie Flournoy  
Johannie Flournoy

4 / 1 / 2011  
DATE

ILLINOIS BELL TELEPHONE COMPANY  
AT&T

By: Mark Lewis  
Its: General Attorney