

STATE OF GEORGIA,

COUNTY OF _____:

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the payment of _____ (\$____), and pursuant to the terms of the stipulated Consent Order between the parties to the actions set forth below (the "Consent Order"), _____ ("Releasor"), on behalf of herself [and all of the class members she represents] hereby acknowledges full accord, satisfaction, and settlement of any and all actions, causes of action, damages or claims of damage of every character whatsoever, known or unknown, arising out of the facts and allegations contained in the pleadings of the Private Plaintiffs and the United States in the actions set forth below.

Subject to the terms of the Consent Order, I hereby satisfy and settle the aforesaid claims and hereby satisfy, release, and forever discharge DAN COOPER and the City of Blakely Housing Authority ("the BHA"), their heirs, administrators, executors, and assigns, from any and all actions, causes of action, damages or claims of damage of every character whatsoever which I have or may claim or could have claimed to have against DAN COOPER and the BHA or their heirs, administrators, executors, and assigns, from the beginning of the World through and including the date of this Release.

This settlement is intended to and does cover, but is not limited to, medical as well as all other expenses, pain and suffering, lost wages, lost earning capacity, loss of services, and any and all other and further claims from the beginning of the World through and including the date of this Release.

Said sum is also paid and received subject to the terms of the Consent Order, and in full and final settlement of the causes of action set forth in the case of Queen King, Sharon Johnson and Evelyn Reed, on behalf of themselves and all other similarly situated; Bonita Mays, Individually, and the Concerned Citizens Committee of Blakely and Early County, Georgia v. City of Blakely Housing Authority, City of Blakely, Georgia, and Dan Cooper, individually and in his representative capacity, being Civil Action File No. 1:00-CV-109-1 in the United States District Court for the Middle District of Georgia, Albany/Americus Division, and United States of America v. City of Blakely Housing Authority, City of Blakely, Georgia, and Dan Cooper, individually and in his official capacity as Executive Director of the City of Blakely Housing Authority, being Civil Action File No. 1:02-CV-87-3, in the United States District Court for the Middle District of Georgia, Albany/Americus Division, and I have directed my attorneys to have said case marked settled and dismissed with prejudice upon the entry of the final order after a fairness hearing has been held and the Consent Order finally approved by the Court.

The undersigned agrees to fully indemnify and forever hold harmless DAN COOPER and the BHA from any and all claims, demands, causes of action or damages, including reasonable attorneys' fees, arising out of the enforcement of any medical or hospital lien in connection with the care and treatment of Releasor , or in connection with any other lien relating to public benefits provided to Releasor , growing out of or relating to the claims and actions settled herein by Releasor . Specifically, the undersigned agrees to fully indemnify and to forever hold harmless DAN COOPER and the BHA from any and all claims or liens asserted by or under Medicare; Medicaid; any medical provider of the undersigned; the Georgia Department of Medical Assistance or Department of Community Health (Medicaid); the Georgia Department of Human Resources, Division of Rehabilitation Services (DHR); Medicare, pursuant to 42 U.S.C. §§ 1395(y)(b)(1) and 1396(a)(25); the Medical Care Recovery Act (MCRA); the Civilian Health and Medical Programs of the Uniform Services (CHAMPUS); any health care provider governed by the Employee Retirement Income Security Act (ERISA); the State of Georgia's Department of Administrative Services (DOAS); by any attorney of the undersigned; and any other liens arising under any other laws of the United States or of any state, for public benefits paid to or on behalf of Releasor .

The provisions of any state, federal, local or territorial law or statute providing, in substance, that releases shall not extend to claims, demands, injuries, or damages which are unknown or not suspected to exist up to and including the date this Release is signed, are hereby expressly waived. The undersigned declares that the terms of this settlement have been given voluntarily for the purpose of making full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on the account of the injury or damages noted above and for the expressed purposes of precluding, forever, any further additional claims against the persons or entities named above arising out of the matters described in this Release from the beginning of the World through and including the date of this Release.

I have read this Release, understand it fully and sign it voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this _____ day of _____, 2004.

_____(L.S.)

Sworn to and subscribed before
me this _____ day of _____,
2004.

Notary Public
My Commission Expires: _____

APPROVED AND SIGNATURES GUARANTEED:

PROSKAUER ROSE LLP

BY: _____

Nancy Kilson (admitted *pro hac vice*;
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