

RELEASE OF ALL CLAIMS

That the undersigned, Jeff Bachman, being of lawful age, and having the capacity to sign this release, for the sole consideration of \$15,000, the sufficiency of which consideration will not be contested, on behalf of Amnesty International, USA (“Amnesty International”) and its members, on behalf of the Miami Chapter of Amnesty International and its members, and on behalf of himself (all of which are collectively referred to as “Releasor”), does hereby release, acquit and forever discharge Louis Battle and Thomas Cannon, as well as Miami-Dade County and the City of Miami (collectively referred to as “Government Defendants”), including all of the Government Defendants’ past and present employees, agents, officers, commissioners, attorneys, officials, administrators, departments, and agencies, from any and all claims, actions, causes of action, demands, rights, damages, costs, claims for attorneys’ fees, loss of service, expenses, and compensation whatsoever (“Claims or Potential Claims”), which the Releasor now possesses, or which may hereafter accrue, on account of any known or unknown past events or occurrences, related to the events described in the case styled *Amnesty International, USA v. Louis Battle and Thomas Cannon*, Case No. 06-21619-CV-PCH, which is pending in the United States District Court for the Southern District of Florida, and in which the undersigned is the named Plaintiff (the “Case”).

It is understood and agreed that this settlement is the compromise of a disputed claim. Nevertheless, the undersigned has been informed that the City of Miami and Miami-Dade County acknowledge and express regret to Amnesty International that Amnesty International’s intended demonstration, which was permitted for 10:00 am to 2:00 pm on November 20, 2003, and its ability to communicate its message to the public, were adversely affected by the significant police presence in the area.

The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, that the undersigned has had the benefit of counsel in reviewing the terms of this release, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital. It is also understood and agreed that any liens that may exist against the settlement will be satisfied from the settlement amount before any of the settlement funds are disbursed by the undersigned’s counsel.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

****CAUTION: READ BEFORE SIGNING BELOW****

JEFF BACHMAN

Sworn to and subscribed to before me at Miami, Miami-Dade County, Florida,
this _____ day of _____, 2009.

_____ Who is personally know to me.

_____ Who produced identification: _____

Notary Public, State of Florida

Print Name of Notary Public

My Commission Expires: