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February 25, 2003

Nick Cooper, Tish Stringer, Jackson Allers,
Renee Feltz, Ernesto Aguilar
419 Lovett Boulevard
Houston, Texas 77006

Re: Release and Compromise of Claims and Causes of Action

Greetings:

In accordance with our agreement at the September 2002 meeting of the Houston Independent Media Center Collective, I am presenting the enclosed Release and Compromise of Claims and Causes of Action (Release).

To date none of you have taken responsibility for your inappropriate and malicious statement and other acts. Any attempted correction has been inadequate and defiantly insincere, doing nothing to cure the damage and potential harm presented by your original statement of July 4, 2002. To the contrary, your acts have only served to exacerbate the potential damage.

So, here is the agreement that I feel will rectify this situation as best it can be and at last put the episode of your libelous statement and other irresponsible acts behind us.


Anything short of fulfilling the agreement only continues the harm done by your ill-advised statement.

Your behavior is neither progressive, democratic or in line with the consensus decision making process under which Independent Media Centers operate. Your continued attempts to maintain a strangle hold on Houston Independent Media Center only continues the harm that you are doing to others and me.

It is unfortunate that you forced it to this. But, you are fortunate that I am willing to forego monetary damages under this agreement. With the other person you libeled in the statement, you might not be so fortunate.

We have until Monday, March 3, 2003, to enter into and sign the agreement. If it does not happen by then, I will file the enclosed court action and put the matter under the supervision of court and in the hands of a jury.

Best regards,


Loel Coleman.

RELEASE AND COMPROMISE OF CLAIMS AND CAUSES OF ACTION

This Release and Compromise of Claims and Causes of Action ("the Release") is made and entered into by and among the undersigned as of the date entered on the execution page and is a binding contract. The terms of this Release are delineated below.

1. Parties

The parties to this Release are **Loel Coleman** as the aggrieved party and **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** are sometimes collectively referred to hereinafter as "the parties." The parties execute this Release on behalf of themselves exclusively.

2. Claims

Loel Coleman has asserted claims and causes of action in libel against **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** in connection with a statement published by them on the Houston Independent Media Center Web Site and in other locations which depicted **Loel Coleman** as engaging in misrepresentations and the making of false statements regarding an incident. Further, the statement portrayed **Loel Coleman** as one who would more likely than not write a news story that was "boldly slanderous, libelous or personal" and would more likely than not write a news piece that would not be news related. Additionally, the statement accused **Loel Coleman** of violating the Houston Independent Media Center Action Guidelines. A copy of the statement is attached hereto.

Additionally, **Nick Cooper** on numerous occasions published email messages on Houston Independent Media Center discussion lists and also verbally falsely stated that **Loel Coleman** was on a campaign of harassment.

Also, **Nick Cooper, Tish Stringer and Renee Feltz** as members of the Houston Independent Media Center Editorial working group have allowed libelous statements written by others to remain on the Houston Independent Media Center Web site in violation of the editorial protocols of Houston Independent Media Center, an activity that exposes all members of the Houston Independent Media Center Collective to unnecessary serious risk of civil liability.

Further, **Renee Feltz** engaged in verbal abuse in dealings with Houston Independent Media Center Collective member, **Loel Coleman**.

The parties now desire to settle and dispose of all claims and causes of action which have been or could be asserted by them against each other. It is the intention, understanding, and agreement of the parties that upon the execution of this Release and the fulfillment of the terms and conditions described in the Release that they shall have no further liability one to the other for any acts, omissions, deeds, or misdeeds which were brought or could have been brought.

3. Release

In consideration of the execution of this Release and the performance of the further terms set out below:

Loel Coleman has agreed and does hereby release, acquit and forever discharge **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** from any and all claims, demands, causes of action and liabilities, whether legal or equitable, arising out of the events and transactions forming the basis of his claim.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar have agreed to forever discharge **Loel Coleman** from any and all claims, demands, causes of action and liabilities, whether legal or equitable, arising out of the events and transactions forming the basis of any related claim.

4. Further Terms

A. Acknowledgements and Stipulations

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar hereby expressly acknowledge and stipulate that the statement issued by them on July 4, 2002 is libelous as is contemplated in Houston Independent Media Center Editing Protocol #3, which prohibits pieces that "are boldly slanderous, libelous or personal," and therefore violates that editing protocol.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar hereby expressly acknowledge and stipulate that they violated the Houston Independent Media Center Action Guidelines with regard to respecting the opinions of others in issuing the aforesaid statement.

Nick Cooper hereby expressly acknowledges and stipulates that accusations by him that **Loel Coleman** is or was on a campaign of harassment are false. Further that these accusations were not in keeping with Houston Independent Media Center Action Guidelines with regard to respecting the opinions of others, and are therefor a violation of that Action Guideline.

Nick Cooper, Tish Stringer and Renee Feltz as members of the Houston Independent Media Center Editorial working group hereby expressly acknowledge and stipulate to having allowed libelous statements written by others to remain on the Houston Independent Media Center Web Site in violation of the editorial protocols of Houston Independent Media Center, an activity that exposes all members of the Houston Independent Media Center Collective to unnecessary serious risk of civil liability.

Renee Feltz hereby expressly acknowledges and stipulates that she used violence or threat thereof in conjunction with her media work in violation of Houston Independent Media Center Action Guideline No. 3 and was disrespectful of the opinions of others

when she used verbally abusive language in conversations with **Loel Coleman** regarding his viewpoint on a particular matter.

Nick Cooper and Jackson Allers hereby expressly acknowledge and stipulate that they wrote and posted a story that suggested violence as a manner of resolving a problem, in violation of Houston Independent Media Center Action Guideline No. 3.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar hereby expressly affirm and acknowledge that at no time did **Loel Coleman** violate either the Houston Independent Media Center Action Guidelines, Mission Statement or Editorial Protocols and their claims in the July 4, 2002 statement of such are false and a violation Action Guideline No. 1 requiring reporting of the truth and to provide background, references and sources whenever possible. Further, they acknowledge and stipulate that they violated Action Guideline No. 2 requiring use of the consensus process in making such a determination.

B. Remedial Matters

In connection with the foregoing, **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** agree that the following Repudiation, Retraction and Apology are appropriate under the circumstances.

On July 4, 2002, Renee Feltz, Jackson Allers, Ernesto Aguilar, Tish Stringer, as members of the Houston Independent Media Center Radio Working Group issued a statement about fellow Radio Working Group member, Loel Coleman. In the statement we depicted Loel as being engaged in making misleading and false statements regarding the handling of an incident by us. We went on to make it appear that Loel was a person who would more likely than not write a news piece that would be boldly slanderous, libelous or personal.

We hereby totally and completely retract, repudiate and withdraw the July 4th statement. It is totally untrue and makes inaccurate claims that can unfairly reflect on the character of Loel. The truth is that for the past 15 years Loel has been involved in social movements to promote human and environmental rights and for the cause of peace and social justice in various parts of the United States and in Latin America. Prior to the publication of this statement, Loel enjoyed a reputation for having high principles, morals, integrity and a strong sense of justice and fair play.

We sincerely apologize for any and all harm that may have been done to Loel's character as a result of our statement. We now realize that such statement was not in keeping with the Mission Statement, Action Guidelines and Editorial Protocol of the Houston Independent Media Center Collective.

Further, **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** agree to post the Repudiation, Retraction and Apology in the following locations.

On the Houston Independent Media Center Web Site Newswire

On all Houston Independent Media Center email discussion lists

On the bulletin board at KPFT for a minimum of one month. Should the statement be removed during this period by anyone, it will be immediately replaced by one of the statement's signatories.

Also, **Renee Feltz** hereby agrees to read the statement on the air during the weekly Houston Independent Media Center Radio Program.

Nick Cooper agrees to personally apologize to **Loel Coleman** for the accusation of being on a campaign of harassment, at a general meeting and on all Houston Independent Media Center email discussion lists.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar agree to hide the posted statement and all subsequent statements posted by them in response to requests for same, in accordance with Houston Independent Media Center Editorial Policy.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar agree to provide the IP address and any other information for an anonymous contributor known as "bsnbc" in order that appropriate legal action for defamation may be taken against that person.

It is agreed that due to the lack of experience of **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar**, and because this lack of experience gives rise to the potential that future actions by them can expose the entire collective to serious civil liability,

to turn over all Houston Independent Media Center web site pass words to Ken Freeland, Robert Graham and Loel Coleman.

It is further agreed that either:

none of the above people will serve on any working group of Houston Independent Media Center, or

they may serve on working groups in a learning capacity to be trained on how to edit without posting material that puts the collective at risk for civil liability and will have no power to block a proposal, either directly or indirectly for a period of one year either personally or through their contacts agents, servants, and

employees. Further they agree that they will step out of any position of authority or leadership at Houston Independent Media Center for a minimum of one year.

It is agreed that **Ernesto Aguilar** will be exempted from the foregoing requirement so long as he trains **Ken Freeland** and **Robert Graham** within two weeks of execution hereof, in how to edit the Houston Independent Media Center Web Site in accordance with the decision made at the December, 2002 general meeting of Houston Independent Media Center and HIMC editorial work group meeting.

The signing this agreement removes **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** from any position of authority at Houston Independent Media Center and related working groups for a minimum of one year.

It is agreed that due to the lack of experience of **Nick Cooper** and because this lack of experience gives rise to the potential that future actions by him can expose the entire collective to serious civil liability, **Nick Cooper** will relinquish all control and/ or authority for the moderation of Houston Independent Media Center email discussion lists. In this regard **Nick Cooper** agrees to turn over all passwords and control to the email discussion lists to **Ken Freeland** and **Loel Coleman** as founding members of Houston Independent Media Center.

It is agreed that due to the clear conflict of interest presented by being paid staff at radio station KPFT, **Renee Feltz and Jackson Allers** and will no longer have any participation in the Houston Independent Media Center Radio Working Group.

It is agreed due to their serious breaches of Houston Independent Media Center editorial policy and action guidelines that **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** will do nothing directly or indirectly to undermine further production of the Houston Independent Media Center radio program, either personally or through their contacts, agents, servants, and employees. It is also agreed that they will not encourage or enlist the aid of anyone else to do so. In this regard, they agree to do nothing in any way whatsoever either personally or through their personal contacts, agents, servants, and employees, directly or indirectly act in any manner that would adversely effect the production of future Houston Independent Media Center radio programs. Any violation of this or any other portion of this agreement will trigger the liquidated damages clause of this agreement set out below.

Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar agree that they will not represent themselves to KPFT station management or to anyone else as being liaisons to KPFT or to represent themselves as acting in any other capacity for the Houston Independent Media Center Collective without the consensus of the collective giving them authority to do so.

Further, **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** agree that they will not in any way attempt to block the appointment of a liaison

to act for Houston Independent Media Center in dealings with KPFT, either personally or through their personal contacts, agents, servants or employees.

It is agreed that any of the parties to this agreement having passwords to the site will provide the passwords to **Ken Freeland, Robert Graham**, and other qualified members of the Houston Independent Media Center Editorial Working Group in accordance with the decision made at the December, 2002 general meeting of the Houston Independent Media Center collective.

Additionally, **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar**, based on the numerous violations of Houston Independent Media Center Mission Statement, Action Guidelines and Editorial Protocols in addition to the continuing exposure to the collective created by their action or inaction with regard to editorial matters, all hereby agree to waive any right to block any proposal that may be made in general meetings or in meetings of working groups of which they are participants for a period of one year.

In this regard, it is agreed that **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** may participate in working groups but not in any leadership capacity during the time period set out above.

5. Consideration Acknowledged

The parties to this Release acknowledge that the provisions of this release provided mutually sufficient consideration for any and all rights, duties or obligations created in the provisions of this Release. The parties understand that this Release is made as a compromise to avoid expense and to terminate all controversy and claims for injuries, damages costs or losses because of the claims and causes of action asserted. Additionally, the parties realize that this settlement will enhance the effectiveness of the Houston Independent Media Center process and is in line with the mission and goals of that collective.

6. Liquidated Damages

The parties agree that the actual damages that might be sustained by **Loel Coleman** by reason of a breach by **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** of any provision of the Release are uncertain and would be difficult of ascertainment, and that the sum of \$25,000.00 would be reasonable compensation for such breach. **Nick Cooper, Tish Stringer, Renee Feltz, Jackson Allers and Ernesto Aguilar** hereby promise to pay, jointly and severally, and **Loel Coleman** agrees to accept, such sum as liquidated damages, and not as a penalty, in the event of such breach.

7. Attorney's Fees

The parties to this Release agree that should they be named in any suit or claim to enforce the terms of this Release or to obtain damages for breach of this Release, they shall be

liable, jointly and severally, to the other party or parties to the suit for the payment of any and all reasonable attorney's fees incurred by the party or parties who prevail in any such litigation.

8. Applicable Law

The Laws of the State of Texas shall govern the construction and interpretation of the Release without regard for conflicts of law analysis.

9. Entire Agreement and Amendment

The parties agree that this Release contains the full and complete agreement of the parties, and all prior negotiations and agreements pertaining to the subject matter of this release are merged into this release. Each party to this Release expressly disclaims reliance upon any facts, promises, undertakings or representations made by any other party or its attorneys prior to the execution of this Release.

This instrument may not be modified or amended except by written instrument executed by all parties.

10. Implementation

The terms of this Release will be implemented within two (2) weeks of the execution hereof.

We, the undersigned, are entering into this agreement voluntarily and because it is a true expression of our agreement on the matters included herein.

Executed on the _____ day of _____, 2003

Loel Coleman

Nick Cooper

Tish Stringer

Jackson Allers

Renee Feltz

Ernest Aguilar

Houston Indymedia Radio Workgroup Statement on Recent Allegations

This statement is being issued by the Houston Indymedia radio workgroup (an autonomous workgroup which produces a radio show on Mondays on Pacifica affiliate KPFT) in response to several allegations leveled against the workgroup and radio show by Loel Coleman and Robert Buzzanco.

In June, Houston Independent Media Center member Loel Coleman sent an email to HIMC's radio email list, proposing that he produce a story for use on the Houston Indymedia radio show "exposing" Edwin Johnston and political conflicts he has had with other activists. While there was some support for doing such an article, the story idea submitted by Mr. Coleman met with objections and reservations from several radio workgroup members, which could not be allayed sufficiently for us to feel that we had consensus to run the story. The objections and reservations included:

a.) Such a story seemed likely to violate HIMC's Editing Protocol #3, which prohibits pieces that "are boldly slanderous, libelous or personal" and "are not news related."

b.) the story would be not be particularly relevant to HIMC's mission statement: "It is our goal to give voice to those people under-represented in the mainstream media. With an emphasis on local issues, we will seek connections to global systems. We intend to illuminate and analyze issues that are affected by the increasing corporate domination of society and the subsequent erosion of democracy and equal protection under the law. We will strive to develop the arts, culture, entertainment, education, forums and conferences. We seek to generate alternatives to the current biases inherent in profit-based and corporate media and to contribute to the development of an equitable and sustainable society."

c.) HIMC had, up to that point consistently opted by consensus not to engage in the infighting, non-constructive interactions and manipulative discourse that have been the hallmarks of many recent Pacifica battles.

Individuals invited Mr. Coleman to attend a radio workgroup meetings to discuss the story, and offered several suggestions for other possible venues for his story, including our website's open publishing portal. Mr. Coleman chose not to exercise these options. Instead, Mr. Coleman ceased dialogue about the story itself and began talking about a story about our consensus process instead. Then, he sent out his interpretations of our discussions, in possible violation of HIMC Action Guidelines, (#2: "to respect the viewpoints and privacy of other members of the group, to contribute constructively to the group and to use consensus to reach decisions") to Robert Buzzanco, who then, with Mr. Coleman, disseminated said information widely across Pacifica lists. Mr. Coleman has yet to attend a radio workgroup meeting to discuss his story or his subsequent actions. Nearly one month since its proposal, Mr. Coleman has not completed his story, nor has any publication date for his story been mentioned.

We consider any allegations that HIMC radio workgroup members were inappropriately influenced, censored or "gagged" by KPFT Station Manager Duane Bradley, conflicts of interest, or "threats" from Mr. Johnston to be misleading and false. We believe our decisions rest soundly on our stated reasons, our journalistic policies and belief in our Mission Statement

We welcome community involvement and appreciate community support.

In solidarity,

The Houston Independent Media Center Radio Workgroup

Houston Indymedia Radio Show airs Mondays, 6:30-7 PM on 90.1 FM KPFT