

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) is entered into on April ____, 2019, by and between Renee Lewis Glover (“Glover”) and The Housing Authority of the City of Atlanta, Georgia (“AHA”) (with either Glover or AHA individually referred to as a “Party” and Glover and AHA collectively referred to as the “Parties”).

RECITALS

WHEREAS, on or about September 28, 2018, Glover commenced an arbitration with the American Arbitration Association (“AAA”) styled Renee L. Glover v. The Housing Authority of the City of Atlanta, Georgia, AAA Case No. 01-18-0003-6454 (the “Arbitration”), in which Glover filed a Demand for Arbitration asserting claims against AHA for breach of contract (indemnification), defamation, slander, tortious interference with contracts and with business relations, injunctive relief, compensatory damages, punitive damages, and litigation expenses, including attorneys’ fees;

WHEREAS, on or about November 2, 2018, AHA filed an Answering Statement in the Arbitration, denying the substantive allegations of the Demand for Arbitration; and

WHEREAS, pursuant to the mediation between the Parties and their respective legal representatives held on December 6, 2018, the Parties have reached agreement on terms for settlement of the Arbitration;

NOW, THEREFORE, for and in consideration of these promises and the mutual promises and covenants herein expressed, the undersigned Parties agree as follows:

TERMS OF AGREEMENT

1. The terms of this Settlement Agreement are subject to approval by the Board of Commissioners of AHA (the "AHA Board"), which approval was given at a Special Meeting held April 10, 2019.

2. AHA shall pay to Glover, to reimburse Glover for legal fees and related expenses incurred by her as more fully described in her Demand for Arbitration, the sum of Two Hundred Sixty Five Thousand and no/100ths Dollars (\$265,000.00) (the "Settlement Payment"). The Settlement Payment shall be made as follows: "Renee Lewis Glover" with "Reimbursement of Legal Fees and related expenses" in the Memo line on the check. Glover agrees to accept the Settlement Payment in full and final settlement of the amount owed with respect to the subject matter of the Arbitration.

3. Upon Glover's receipt of the Settlement Payment, Glover and her counsel shall take the steps necessary to dismiss the Arbitration, with prejudice, subject to the terms of this Agreement.

4. To the extent not previously provided, Glover hereby directs her attorneys at Polsinelli PC and Buckley Beal, as an accommodation to the Board of Commissioners of AHA, to make available to counsel for AHA copies of all invoices, redacted as appropriate to protect attorney-client communications, for legal fees and expenses incurred by Glover for which Glover sought indemnification or otherwise sought to recover in the Arbitration. The invoices and all copies of their content shall remain the property of Glover. The invoices and all copies are to be returned by Attorney Leah Ward Sears to counsel for Glover no later than ten (10) days after their receipt.

5. By authorizing AHA's counsel to take receipt of the above-mentioned invoices, AHA agrees that it will not make use of any billing invoices received from Polsinelli PC or Buckley Beal for any purpose other than as needed in conjunction with the resolution of Renee Lewis Glover's claim for indemnification as asserted in the Arbitration, and AHA agrees to the terms of access to such invoices contained in Paragraph 4 and this Paragraph 5. One set of the subject invoices will be provided to Attorney Leah Ward Sears who has agreed to be responsible for retrieving and safekeeping and the return of all copies. The AHA,

its Board Members, and AHA's counsel agree to treat the subject invoices as described in Paragraph 4 and Paragraph 5 and to treat the invoices as confidential and not subject to dissemination outside of the AHA Board.

6. Glover, on behalf of herself and her agents, employees, representatives, attorneys, successors, heirs and assigns, does hereby forever release and discharge AHA and/or its agents, commissioners, officers, employees, representatives, attorneys, affiliated entities, successors and assigns, from any and all actions, claims, counterclaims, causes of action, suits, debts, sums of money, accounts, obligations, demands and damages of every name, kind or nature whatsoever, past or present, whether known or unknown, whether at law or in equity, which were brought, or which could have been brought, in the Arbitration, including, but not limited to, Glover's claims against AHA for breach of contract (indemnification), defamation, slander, tortious interference with contracts and with business relations, injunctive relief, compensatory damages, punitive damages, and litigation expenses, including attorneys' fees. The release contained in this paragraph shall become effective upon Glover's receipt of the Settlement Payment.

7. AHA, on behalf of itself, its agents, commissioners, officers, employees, representatives, attorneys, affiliated entities, successors and assigns, does hereby forever release and discharge Renee Lewis Glover and/or her agents, employees, representatives, attorneys, affiliated entities, successors, heirs and assigns, from any and all actions, causes of action, suits, debts, sums of money, accounts, obligations, demands and damages of every name, kind or nature whatsoever, past or present, whether known or unknown, whether at law or in equity, which were brought, or which could have been brought, in the Arbitration. The release contained in this paragraph shall become effective upon Glover's receipt of the Settlement Payment.

8. The Parties will cooperate in completing the settlement contemplated hereby and shall execute such other and further documents as may be necessary to fulfill the intent of this Settlement Agreement.

9. Except as may be reflected in this Settlement Agreement, each Party shall be responsible for her or its own legal fees, costs and expenses incurred in the course of the dispute that is the subject of the Arbitration.

10. The Parties agree that each Party shall pay one-half of the AAA and mediator fees incurred with respect to the December 6, 2018 mediation between the Parties.

11. The Parties agree that this Settlement Agreement represents a compromise and settlement of disputed claims. This Settlement Agreement and the terms hereof are not an admission of liability or wrongdoing by anyone concerning any claims or counterclaims that were asserted or that could have been asserted in the Arbitration, and shall not be used or construed as such in any forum, including but not limited to any legal or administrative proceeding.

12. This Settlement Agreement contains the entire understanding and agreement reached by the Parties and supersedes any and all prior agreements, arrangements or understandings between or among the Parties or their legal representatives on all subjects in any way related to the settlement of the claims asserted in the Arbitration. This Settlement Agreement is subject to modification or waiver only by means of a writing signed by all Parties. Nothing in this Settlement Agreement is intended or shall be construed to limit, restrict, interpret or modify Glover's rights, if any, under the Amended and Restated Bylaws of The Housing Authority of the City of Atlanta, Georgia (as adopted by the Board of Commissioners as of June 21, 2010), Glover's Amended and Restated Employment Agreement with AHA effective July 1, 2010, or Glover's Severance & Consultation Agreement with AHA executed September 3, 2013, AHA specifically reserving all rights and defenses with respect to each of said documents.

13. The Parties agree to continue to be bound by the confidentiality and other provisions set forth in the December 6, 2018 Agreement to Mediate attached as Exhibit 1 hereto.

14. This Settlement Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Facsimile or other photocopies of signatures shall be accepted as originals.

15. The Parties agree that this Settlement Agreement and the agreements and covenants herein contained shall be binding upon the Parties, their successors, heirs, assigns and legal representatives.

16. Each Party represents and warrants that: (i) she or it, as the case may be, has the legal right and authority to enter into this Settlement Agreement; (ii) this Agreement does not violate any organizational, governance or other agreements to which such Party is a party or is bound; and (iii) except as otherwise stated herein, no further consents or approvals are required.

17. The Parties agree that this Settlement Agreement, together with the rights and obligations of the Parties hereunder, shall be construed and enforced in accordance with the laws of the State of Georgia. The venue or location for any dispute concerning the interpretation and/or enforcement of this Settlement Agreement shall be the Superior Court of Fulton County, Georgia.

IN WITNESS THEREOF, the Parties hereto evidence their agreement by
their signatures:

RENEE LEWIS GLOVER (“GLOVER”)

Date: _____

**THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
 (“AHA”)**

By: _____

Printed Name: _____

Title: _____

Date: _____