RESOLUTION NO. R15-647

A RESOLUTION TO SETTLE CERTAIN LITIGATION WITH LEE STUART

WHEREAS, the City of Stockbridge ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds;

WHEREAS, the City engaged in three separate lawsuits involving the former Mayor of the City, Lee Stuart; and

WHEREAS, the City has negotiated the settlement of all matters pertaining to the lawsuits with Lee Stuart and such settlement has been set forth in the attached agreement (the "Settlement Agreement");

THEREFORE, THE CITY COUNCIL OF THE CITY OF STOCKBRIDGE HEREBY RESOLVES:

SECTION 1. Approval of Agreement. The Settlement Agreement attached hereto and made a part hereof as Exhibit A is hereby approved by the City Council.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Stockbridge.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Stockbridge as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO REOLVED this 11th day of May, 2015.

TIM THOMPSON, Mayor

ATTEST:

(SEAL)
VANESSA HOLIDAY, City Clerk

APPROVED AS TO FORM:

MICHAEL WILLIAMS, City Attorney

CITY OF STOCKBRIDGE SEAL COUNTY OF HENRY GEORGIA

SETTLEMENT AGREEMENT

Come now the Parties, the City of Stockbridge, Georgia and its officers, councilmembers, agents, its attorneys, and assigns (hereinafter collectively "Stockbridge") and Lee Stuart and his attorneys, Hecht Walker, P.C., f/k/a Greg K. Hecht, P.C., Joseph W. Cloud and Gregory K. Hecht (hereinafter collectively "Stuart"). Stuart commenced Civil Action No. 10-CV-2226 (hereinafter the "First Lawsuit") on June 10, 2010. After undertaking discovery in the Action, the parties requested that the court temporarily stay the action while they attempted to resolve the dispute, eventually entering into a Settlement Agreement on February 10, 2011 (hereinafter the "Original Settlement"). Thereafter, in March 2012, the City Council voted to extend the contract of Ray Gibson over Stuart's objections, leading to the filing of Civil Action No. 12-CV-1193 by Stuart and Civil Action No. 12-CV-1493 by Stockbridge (hereinafter collectively the "Second Lawsuit"). The Second Lawsuit was decided in favor of Stuart. In November 2012, Stockbridge took action seeking to have Stuart removed from office, leading to the filing of Civil Action No. 12-CV-4442 by Stuart (hereinafter the "Third Lawsuit"). Stuart was removed from office on November 29, 2012. Several motions are pending in the cases.

For and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is acknowledged and understood, Stuart and Stockbridge do hereby mutually waive and release against each other in this general release any and all claims, liabilities, damages, demands, causes of action, lawsuits, losses and expenses, of whatever nature, including but not limited to attorney's fees and other costs, accruing between the parties up to the date of execution of this Agreement.

Stuart and Stockbridge agree as follows:

1. The Parties agree that Stockbridge shall not be bound by the terms in the Original Settlement relating to requirements to amend the City Charter and enact certain ordinances except as otherwise specified in this Agreement. The Parties agree that the Original Settlement shall not bind or govern the affairs or operations of Stockbridge, except as otherwise specified in this Agreement.

2. The Original Settlement is set aside with the following exceptions: a) Paragraph 4 remains in full force and Stockbridge agrees not to seek return of any attorney's fees paid under that agreement; Stockbridge releases any potential claim to any and all sums paid previously as attorney's fees to Stuart and/or his counsel; b) the requirements in Paragraph 6 specifying that Stockbridge will not disclose any of the testimony or information contained in any portion of Stuart's deposition or the accompanying exhibits remains in effect; and c) Stockbridge will return any and all copies of the transcript of Stuart's deposition prior to or contemporaneously with the execution of this Agreement and will attest to such fact in a document before a notary public and shall provide such document to Stuart's counsel.

3. Stockbridge shall pay to Hecht Walker, P.C., the additional sum of $59,999.00 in attorney's fees as reimbursement for work performed and fees incurred by Hecht

Walker, P.C., and Stuart relating to legal work done in Stuart's official capacity as Mayor, which was in addition to prior work paid for in relation to a portion of the litigation of the first suit. Said payment is in full settlement of any and all claims for attorney's fees and costs that Stuart had or may have against Stockbridge.

4. Settlement of the First Lawsuit. The parties agree to withdraw all pending motions and Stuart agrees to voluntarily dismiss the First Lawsuit upon payment of all fees described in paragraph 3 of this Agreement. All parties will dismiss any and all claims, counterclaims, and motions related to this case with prejudice. Except as discussed in paragraph 3 of this Agreement, neither party shall seek any payment of attorney's fees or costs from the other party and Stockbridge releases any and all claims to prior sums paid for attorney's fees and costs to Stuart and/or his counsel under the Original Agreement. The Parties agree that this Agreement supersedes any other Agreements between the parties and will be in full and final settlement of all claims that were raised or could have been raised in the First Lawsuit and any and all pending motions in the First Lawsuit. Both parties generally release the other party from any and all claims that were raised or could have been raised in the First Lawsuit.

5. Settlement of the Second Lawsuit. The parties agree that the Second Lawsuit has been resolved by appeal. The award of attorney's fees by the Court in the Second Lawsuit shall be satisfied by the Payment of the sum discussed in paragraph 3 of this Agreement. Both parties generally release the other party from any and all claims that were raised or could have been raised in the Second Lawsuit

6. Settlement of the Third Lawsuit. The Parties agree to each withdraw their motions for attorney's fees and agree to each release the other party for any and all claims for attorney's fees it may have in the Third Lawsuit. Both parties generally release the other party from any and all claims that were raised or could have been raised in the Third Lawsuit. The Parties agree to Consent to a Dismissal with Prejudice of the third lawsuit and all claims of the parties.

7. At the time of the execution of this agreement, Stockbridge shall provide to Stuart all copies and originals of the transcript of the deposition of Lee Stuart taken during the pendency of the First Lawsuit over several days during the calendar year 2010 and all portions of same in the possession of any and all past and present counsel for the City. Stockbridge shall use its best efforts to obtain all copies of the transcript.

8. Each of the Parties, Stuart and Stockbridge, hereby releases and forever discharges the other Party, of and from any and all present and future claims, actions, causes of action, demands, violations of law, attorneys' fees, interest, agreements, promises, indemnities, liabilities, debts, controversies, damages, losses, costs and expenses, whether based on contract, tort or otherwise, contingent or fixed, liquidated or unliquidated, known or unknown, asserted or unasserted, that any of the Parties ever had, now have or may hereafter have against the other Party that in any manner relate to, are based on, or arise out of any act, omission, event, occurrence, transaction, or

other matter of any nature occurring prior to the date of this Agreement. Except as necessary to enforce this Agreement, the release given by the Parties in this section shall be a general release of any and all claims, actions, causes of action, demands, agreements, promises, indemnities, liabilities, debts, controversies, damages, losses, costs and expenses that each of the Parties has or may have had from the beginning of time through the date of this release. This general release controls over any previous releases given by either Party to the other. Nothing in the release provisions in this Settlement Agreement shall be interpreted to prevent the enforcement of the provisions of this Settlement Agreement or to extinguish the provisions to this Settlement Agreement including but not limited to paragraphs 3 and 7 referenced above.

9. Stockbridge shall enter the approval of this Settlement on the minutes of the meeting of the City Council.

10. The waiver and settlement of the claims here does not cover any rights or claims which may arise after the signing of this Agreement, including any claim for an alleged breach of its terms.

11. This Agreement shall be interpreted under the laws of the State of Georgia. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it may not be amended except in writing signed by both parties.

12. In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

Stuart and Stockbridge agree and acknowledge that the individuals below are authorized and acting within the scope of their authority in executing this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page(s)]

Agreed to and Executed this 20th day of May, 2015.

For Stuart

Lee Stuart: _____

Hecht Walker, P.C.: _____

For the City of Stockbridge:

Hon. Tim L. Thompson, Mayor: _____

Mike Williams, City Attorney:_____

_____
Clerk of the City

Agreed to and Executed this 29th day of May, 2015.

For Stuart

Lee Stuart: _____

Hecht Walker, P.C.: _____

For the City of Stockbridge:

Hon. Tim L. Thompson, Mayor: _____

Mike Williams, City Attorney: _____

_____
Clerk of the City

SETTLEMENT AGREEMENT

Come now the Parties, the City of Stockbridge, Georgia and its officers, councilmembers, agents, its attorneys, and assigns (hereinafter collectively "Stockbridge") and Lee Stuart and his attorneys, Hecht Walker, P.C., f/k/a Greg K. Hecht, P.C., Joseph W. Cloud and Gregory K. Hecht (hereinafter collectively "Stuart"). Stuart commenced Civil Action No. 10-CV-2226 (hereinafter the "First Lawsuit") on June 10, 2010. After undertaking discovery in the Action, the parties requested that the court temporarily stay the action while they attempted to resolve the dispute, eventually entering into a Settlement Agreement on February 10, 2011 (hereinafter the "Original Settlement"). Thereafter, in March 2012, the City Council voted to extend the contract of Ray Gibson over Stuart's objections, leading to the filing of Civil Action No. 12-CV-1193 by Stuart and Civil Action No. 12-CV-1493 by Stockbridge (hereinafter collectively the "Second Lawsuit"). The Second Lawsuit was decided in favor of Stuart. In November 2012, Stockbridge took action seeking to have Stuart removed from office, leading to the filing of Civil Action No. 12-CV-4442 by Stuart (hereinafter the "Third Lawsuit"). Stuart was removed from office on November 29, 2012. Several motions are pending in the cases.

For and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is acknowledged and understood, Stuart and Stockbridge do hereby mutually waive and release against each other in this general release any and all claims, liabilities, damages, demands, causes of action, lawsuits, losses and expenses, of whatever nature, including but not limited to attorney's fees and other costs, accruing between the parties up to the date of execution of this Agreement.

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2. The Original Settlement is set aside with the following exceptions: a) Paragraph 4 remains in full force and Stockbridge agrees not to seek return of any attorney's fees paid under that agreement; Stockbridge releases any potential claim to any and all sums paid previously as attorney's fees to Stuart and/or his counsel; b) the requirements in Paragraph 6 specifying that Stockbridge will not disclose any of the testimony or information contained in any portion of Stuart's deposition or the accompanying exhibits remains in effect; and c) Stockbridge will return any and all copies of the transcript of Stuart's deposition prior to or contemporaneously with the execution of this Agreement and will attest to such fact in a document before a notary public and shall provide such document to Stuart's counsel.

3. Stockbridge shall pay to Hecht Walker, P.C., the additional sum of $59,999.00 in attorney's fees as reimbursement for work performed and fees incurred by Hecht

Walker, P.C., and Stuart relating to legal work done in Stuart's official capacity as Mayor, which was in addition to prior work paid for in relation to a portion of the litigation of the first suit. Said payment is in full settlement of any and all claims for attorney's fees and costs that Stuart had or may have against Stockbridge.

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7. At the time of the execution of this agreement, Stockbridge shall provide to Stuart all copies and originals of the transcript of the deposition of Lee Stuart taken during the pendency of the First Lawsuit over several days during the calendar year 2010 and all portions of same in the possession of any and all past and present counsel for the City. Stockbridge shall use its best efforts to obtain all copies of the transcript. Stockbridge shall keep the contents, testimony, and information contained within the deposition transcript and exhibits to said deposition confidential and shall not disclose any information or testimony from the transcript.

8. Each of the Parties, Stuart and Stockbridge, hereby releases and forever discharges the other Party, of and from any and all present and future claims, actions, causes of action, demands, violations of law, attorneys' fees, interest, agreements, promises, indemnities, liabilities, debts, controversies, damages, losses, costs and expenses, whether based on contract, tort or otherwise, contingent or fixed, liquidated or

unliquidated, known or unknown, asserted or unasserted, that any of the Parties ever had, now have or may hereafter have against the other Party that in any manner relate to, are based on, or arise out of any act, omission, event, occurrence, transaction, or other matter of any nature occurring prior to the date of this Agreement. Except as necessary to enforce this Agreement, the release given by the Parties in this section shall be a general release of any and all claims, actions, causes of action, demands, agreements, promises, indemnities, liabilities, debts, controversies, damages, losses, costs and expenses that each of the Parties has or may have had from the beginning of time through the date of this release. This general release controls over any previous releases given by either Party to the other. Nothing in the release provisions in this Settlement Agreement shall be interpreted to prevent the enforcement of the provisions of this Settlement Agreement or to extinguish the provisions to this Settlement Agreement including but not limited to paragraphs 3 and 7 referenced above.

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