

RESOLUTION NO. R16-708

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STOCKBRIDGE AUTHORIZING, INTER ALIA, THE EXECUTION OF A SETTLEMENT AGREEMENT WITH RHONDA BLACKMON**

WHEREAS, the City Council of the City of Stockbridge, Georgia (the "City") desires to enter a settlement agreement with respect to the following matter: Rhonda Blackmon, Plaintiff v. City of Stockbridge, Georgia, Tim L. Thompson, Mayor of the City of Stockbridge; Anthony Ford, Stockbridge City Council Member; LaKeisha T. Gantt, Stockbridge City Council Member, Alphonso Thomas, Stockbridge City Council Member and Mayor Pro Tem, Defendants, Civil Action No. 1:14-CV-03970-CAP-AJB (hereinafter referred to as the "Civil Action");

WHEREAS, an agreement (the "Agreement") has been prepared for the City Council to approve;

WHEREAS, it is proposed that the City Council authorize the Mayor Pro Tem of the City to sign the Agreement on behalf of the City; and

WHEREAS, attached hereto for presentment to and approval by the City Council as Exhibit "A" is a copy of the Agreement;

NOW, THEREFORE, BE IT RESOLVED, as follows:

Section I. Authorization of Execution of the Agreement. The form, terms and provisions of the Agreement presented to this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Agreement was set out in this Resolution in its entirety. The Mayor or Mayor Pro Tem of the City is hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same, upon advice of counsel, to accomplish the purposes of the transaction contemplated therein and in this Resolution and shall not be inconsistent with or contrary to such purposes.

Section II. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Agreement shall be deemed to be a stipulation, obligation or agreement of any council member, officer, agent or employee of the City in his individual capacity, and no such officer, director, agent or employee shall be subject to personal liability or accountability by reason of the execution of the Agreement.

Section III. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the Mayor of the City and the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary

or desirable in connection with the Agreement. In the event that Mayor is not available to execute the documents herein authorized, the Mayor Pro-tempore is hereby authorized to execute such documents.

Section IV. Actions Ratified, Approved and Confirmed. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and in the furtherance of the execution, delivery and performance of the Agreement shall be, and the same hereby are, in all respects ratified, approved and confirmed.

Section V. Severability of Invalid Provisions. If any one or more of the agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other agreements and provisions hereof.

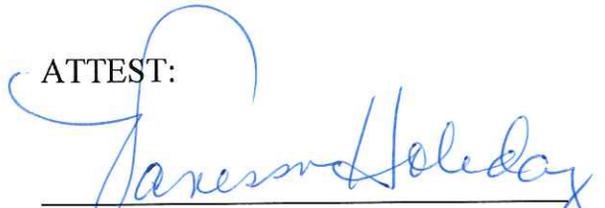
Section VI. Repealing Clause. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section VII. Effective Date. This Resolution shall take effect immediately upon its adoption.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**SO RESOLVED** this 23<sup>rd</sup> day of February, 2016.

  
ANTHONY S. FORD, Mayor Pro Tem

ATTEST:  
  
VANESSA HOLIDAY, City Clerk

(THE SEAL OF THE CITY OF  
STOCKBRIDGE, GEORGIA)



Exhibit A

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

RHONDA BLACKMON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.:
	)	1:14-cv-03970-CAP-AJB
CITY OF STOCKBRIDGE, GA, et al.,	)	
	)	
Defendants.	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Parties, by and through their undersigned counsel of record, hereby stipulate and agree to the dismissal with prejudice of the above-captioned action. Except as otherwise agreed between the parties, each party shall bear its own attorneys' fees and costs.

Respectfully submitted, this \_\_\_\_\_ day of February, 2016.

[Signatures on Next Page]

ORR BROWN & BILLIPS, LLP

/s/ Matthew C. Billips

Matthew C. Billips  
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[mwillips@orrbrownandbillips.com](mailto:mwillips@orrbrownandbillips.com)

Attorney for Plaintiff

ELARBEE, THOMPSON, SAPP &  
WILSON, LLP

/s/ Sharon P. Morgan

R. Read Gignilliat  
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Sharon P. Morgan  
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Attorneys for Defendants

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

RHONDA BLACKMON,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	CIVIL ACTION NO.:
	)	1:14-cv-03970-CAP-AJB
CITY OF STOCKBRIDGE, GA, et al.,	)	
	)	
_____ Defendants.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that I electronically filed the foregoing **STIPULATION OF DISMISSAL WITH PREJUDICE** with the Clerk of the Court using the CM/ECF system which will automatically send email notification of such filing to the following counsel of record for Plaintiff:

Matthew C. Billips

This \_\_\_\_\_ day of February, 2016.

s/Sharon P. Morgan  
Sharon P. Morgan  
Georgia Bar No. 522955

ELARBEE, THOMPSON, SAPP & WILSON, LLP  
800 International Tower  
229 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
(404) 659-6700  
(404) 222-9718 (Facsimile)  
morgan@elarbeethompson.com

Attorney for Defendants

**SETTLEMENT AGREEMENT AND  
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release of All Claims (hereinafter "Agreement") is entered into by and between Plaintiff Rhonda Blackmon ("Blackmon") and the City of Stockbridge, Georgia, ("the City"). Blackmon and the City are collectively referred to as the "Parties."

**W I T N E S S E T H:**

**WHEREAS**, Blackmon was previously employed by the City;

**WHEREAS**, on December 15, 2014, Blackmon instituted the Civil Action which is currently pending in the United States District Court for the Northern District of Georgia, Atlanta Division, styled *Rhonda Blackmon, Plaintiff v. City of Stockbridge, Georgia, Tim L. Thompson, Mayor of the City of Stockbridge; Anthony Ford, Stockbridge City Council Member; LaKeisha T. Gantt, Stockbridge City Council Member; Alphonso Thomas, Stockbridge City Council Member and Mayor Pro Tem, Defendants*, Civil Action No. 1:14-CV-03970-CAP-AJB (hereinafter referred to as the "Civil Action"), in which she alleges, among others, claims for racial discrimination and whistleblower retaliation in connection with her non-reappointment to the City Clerk position;

**WHEREAS**, the City and Tim Thompson, Alphonso Thomas, Anthony Ford and LaKeisha Gantt (collectively referred to hereinafter as "Individual Defendants") have asserted and continue to assert that there is no factual or legal basis for the allegations and claims in the Civil Action and deny any liability to Blackmon on the basis of any claim, asserted or unasserted, in the Civil Action or otherwise;

**WHEREAS**, Blackmon and the City desire to fully, finally, and forever resolve and settle all actual and potential issues between them, including but not limited to all claims, allegations and causes of action asserted or which could have been asserted by Blackmon in the Civil Action; and

**WHEREAS**, this Agreement shall not be deemed in any manner as an admission, finding, or indication for any purposes whatsoever that the Individual Defendants, the City, or any of its current or former officials, officers, employees, and/or other agents acted contrary to the law or violated the rights of Blackmon or any other person at any time.

**NOW, THEREFORE**, in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## CONSIDERATION

### 1.

In compromise and settlement of all of Blackmon's claims against Releasees (as defined in Paragraph 2), including the City and Individual Defendants, her waiver of rights, and other conditions as set forth herein, the Parties agree as follows:

(a) The City's liability insurer will cause to be paid to Blackmon and her attorneys, the law firm of Orr, Brown & Billips, LLP, the gross amount of One Hundred, Fifty Thousand Dollars (\$150,000.00) (Settlement Amount). This payment will be in the form of two checks, one payable to "Rhonda Blackmon" in the amount of Eighty Eight Thousand, Four Hundred Dollars (\$88,400.00), in full and final settlement of her disputed claim for compensatory damages and one payable to "Orr, Brown & Billips, LLP" in the amount of Sixty One Thousand, Six Hundred Dollars (\$61,600.00) for all attorneys' fees, costs, and expenses of litigation. These payments will be reported to the appropriate state and federal government agencies, including but not limited to the issuance of a Form 1099 for Blackmon and Orr, Brown & Billips, LLP. The foregoing payments represent the total Settlement Amount and are inclusive of all fees, legal costs, and expenses.

(b) The Parties agree that the Settlement Amount will be delivered to Orr, Brown & Billips, LLP within ten (10) days after the last of the following to occur: (1) the City's counsel's receipt of originals of this Agreement, which have been fully executed by Blackmon, (2) the City's counsel's receipt of completed W-9 forms from both Blackmon and Orr, Brown & Billips, LLP, or (3) the City Council's approval of the terms of the Agreement.

(c) Blackmon accepts full and complete responsibility for any federal, state, and/or local taxes that may be required by law to be paid with respect to the Settlement Amount. Blackmon further agrees to indemnify and hold the City harmless should the Internal Revenue Service, Georgia Department of Revenue, or other taxing or governmental authority conclude that any such taxes are due. Blackmon acknowledges that no representation has been made to her by the City or the City's liability insurer regarding the tax status of the Settlement Amount and that she is not relying in any way upon the City or the City's liability insurer in this regard.

(d) Blackmon represents and warrants that Matthew C. Billips of Orr, Brown & Billips, LLP is and has been the sole attorney for her with respect to the Civil Action and all claims set forth therein; that no other attorney or law firm has any claim for legal fees, costs, and/or expenses relating to the Civil Action; and that all legal fees, costs, and/or expenses for which the City could be liable in connection with the Civil Action are

discharged.

## WAIVER AND RELEASE OF ALL CLAIMS

2.

(a) In exchange for the foregoing good and valuable consideration described in Paragraph 1 of this Agreement, the sufficiency of which is hereby acknowledged, Blackmon, for herself, her attorneys, her spouse, assigns, heirs, executors, administrators, and any other agents or representatives, hereby fully, finally, and forever releases and discharges the City and all of its present or former attorneys, officers, elected and/or appointed officials and employees, both in their individual and official capacities, including but not limited to Individual Defendants, as well as the Georgia Interlocal Risk Management Agency and Gallagher Bassett Services (hereinafter collectively, "Releasees") from any and all claims, demands, actions, causes of action, suits, damages, losses, costs, expenses, and attorneys' fees of any kind and every character whatsoever, whether known or unknown, which she has or may have against them growing out of, arising from, or pertaining to any transaction, dealing, conduct, act, or omission by and between any Releasee and Blackmon, or any other matters or things occurring or existing at any time prior to the execution of the Agreement, growing out of, arising from, or in any way connected with or related to her employment with the City or non-reappointment to the position of City Clerk, including, but not limited to, any claims which were alleged or could have been alleged in the Civil Action or any other civil or administrative proceeding from the beginning of time through the execution of this Agreement.

(b) Blackmon represents and warrants that she is unaware of any other claim, demand, action, cause of action, or suit for damages, losses, costs, expenses, or attorneys' fees, which she has or may have against the City, Individual Defendants, or any other Releasee at this time, whether or not related to her employment with the City or non-reappointment to the position of City Clerk. Blackmon understands and acknowledges that the City is relying upon this representation in entering into this Agreement.

(c) Without in any way limiting the foregoing, the claims waived and released by Blackmon include any possible or alleged claims under the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 stat. 1071 (1991); the Civil Rights Act of 1871, 42 U.S.C. § 1983; Executive Order 11246; the Equal Pay Act of 1963, 29 U.S.C. § 206; the Fair Labor Standards Act of 1938 (FLSA), 29 U.S.C. § 201, et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.; the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621, et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. No. 110-

325; the Family and Medical Leave Act (FMLA), 29 U.S.C. § 2601, et seq.; the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681, et seq.; the Genetic Information Nondiscrimination Act of 2008 (GINA), 42 U.S.C. § 2000ff et seq.; the Georgia Whistleblower Act, O.C.G.A. § 45-1-4, all as amended, and under any other federal, state, local, constitutional, or common law, statute, ordinance, resolution, charter, or regulation; any and all claims arising out of any alleged tort, including but not limited to claims of willful, intentional, or negligent infliction of emotional harm and/or distress, negligent retention, whistleblower retaliation, tortious breach or interference with business or contractual relations, defamation, fraud, invasion of privacy, or any other unlawful behavior; any and all claims for monetary recovery, including past or future lost wages, employee benefits, liquidated, compensatory and/or punitive damages, and/or attorneys' fees and expenses; and any and all claims of whatsoever nature asserted or which could be asserted by Blackmon in any lawsuit, claim, complaint, grievance, appeal, or charge against Releasees for or on account of any matter or thing whatsoever existing or occurring up to and including the date on which this Agreement is signed by Blackmon, except as otherwise provided herein.

(d) Blackmon hereby certifies that she has the intention of releasing all claims herein in exchange for the consideration described in Paragraph 1. In addition, Blackmon acknowledges, understands, and agrees that the consideration described in Paragraph 1 includes consideration over and above anything of value as to which she is already entitled.

(e) Blackmon hereby acknowledges, understands, and agrees that the release set forth in Paragraph 2 of this Agreement is absolute, except that it does not apply to: (i) any claim relating to any alleged breach of this Agreement; (ii) Blackmon's entitlements, if any, to future benefits pursuant to any applicable retirement plan, COBRA, workers' compensation, or unemployment compensation insurance; (iii) the validity of this Agreement under the Age Discrimination in Employment Act ("ADEA"), as amended by the Older Workers Benefit Protection Act; or (iv) any other claim which cannot be released by private agreement.

### **DISMISSAL OF ACTION**

3.

Blackmon authorizes the dismissal, with prejudice, of her Civil Action and will not attempt (or authorize an attempt) to re-initiate the claims set forth in the Civil Action, any claims which could have been set forth therein, or any claims which could have arisen therefrom. No later than three (3) days after the Settlement Amount has been delivered to Orr, Brown & Billips, LLP, Blackmon will fully execute and provide to

counsel for the City the Stipulation of Voluntary Dismissal With Prejudice in the form attached hereto as Exhibit A.

**COVENANT NOT TO SUE**

4.

Except as to (a) those claims identified in Paragraph 2(e) above as exempt from the release set forth in Paragraph 2, and (b) administrative charges or complaints filed with the EEOC or any comparable federal, state, or local agency, Blackmon agrees and covenants not to institute any action, administrative proceeding, charge, complaint, grievance, appeal, or suit against any Releasee with any state, federal, or local court or agency or other tribunal or forum for claims arising from events occurring prior to the execution of this Agreement.

**COVENANT NOT TO SEEK RE-EMPLOYMENT**

5.

Blackmon understands and acknowledges that her employment relationship with the City ended for all purposes on January 3, 2014. Blackmon understands and acknowledges that she has no right or expectation to employment or re-employment with the City, and she agrees and promises not to seek employment with the City at any time in the future.

**REMEDIES FOR BREACH**

6.

In the event of a breach of any of the terms of the Agreement, the Parties shall be entitled to all remedies or damages at law, and any appropriate injunctive relief, including specific performance.

**ENTIRE RELEASE**

7.

Blackmon affirms that the only consideration for her decision to execute, and her execution of the Agreement, are the terms stated herein and that there are no other promises or arrangements of any kind which have caused her to execute the Agreement; that she fully understands the meaning and intent of the Agreement, including, but not limited to, its final and binding effect; that she has had no less than 21 days in which to consider the Agreement; and that she has consulted legal counsel before executing the

Agreement.

### **AMENDMENTS**

8.

Any modification or change to this Agreement must be made in writing and signed by the Parties.

### **CONSTRUCTION**

9.

No provision of this Agreement is inferred or shall be interpreted or applied so as to preclude either party to this Agreement from complying with any federal, state, or local law, rule, or regulation.

### **SEVERABILITY**

10.

Each paragraph, sentence, and phrase of this Agreement is severable from every other paragraph, sentence, and phrase. Should any paragraph, sentence, or phrase of the Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. Notwithstanding the foregoing, if Paragraph 2 is found to be invalid by a court of competent jurisdiction, the entire Agreement is invalid.

### **CONTINGENCIES TO THE AGREEMENT**

11.

(a) The Parties acknowledge and agree that this Agreement is contingent upon the following condition and that no Agreement will have been reached and no portion of the Settlement Amount will be paid unless and until this condition has occurred: the City Council for the City of Stockbridge votes in open session to approve the settlement of the Civil Action pursuant to the terms set forth in this Agreement.

(b) The Parties further acknowledge and agree that the failure of the City of Stockbridge City Council to approve the settlement of this Civil Action pursuant to the

terms set forth in this Agreement will render this Agreement null and void and no party will be obligated to satisfy any term of this Agreement or be entitled to receive any term of this Agreement.

### **ADEA AND OWBPA ACKNOWLEDGEMENTS**

12.

Pursuant to the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act (hereinafter, the "ADEA"), for the release of any federal age claims Blackmon has or may have against any of the Releasees, Blackmon acknowledges and understands that she has been afforded a reasonable period of time, up to twenty-one (21) calendar days, in which to consider the terms and conditions of this Agreement. Blackmon further acknowledges and agrees, by her signature, that she has taken as much of the consideration period as she needed or wanted to consider this Agreement before signing. Blackmon further acknowledges that she has had the opportunity to consult with her attorney, accountant, tax advisor, and/or spouse regarding whether to execute the Agreement and to release any claim that may or may not exist. Blackmon further acknowledges that no representations have been made to her by the City or by any of the other Releasee concerning the terms or effects of this Agreement other than those contained herein.

### **REFERENCE**

13.

Blackmon agrees that she will direct any potential employers or other individuals seeking a reference regarding her employment with the City to communicate with the City's Human Resources Director. Blackmon understands that the City's policy is to respond to such inquiries by providing dates of employment, salary history, and position, and that no additional information will be provided unless otherwise required by law, including but not limited to the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, or an executed Waiver and/or Release.

### **MISCELLANEOUS**

14.

The Parties intend that this Agreement shall be interpreted, construed, and enforced according to the laws of the State of Georgia. The Agreement shall be construed as if drafted by both Parties. The Parties further agree that this Agreement may

be executed in separate counterparts and that each counterpart shall be deemed an original with the same effect as if all Parties had signed the original document.

The PARTIES further warrant and represent as follows: I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT INCLUDING BLACKMON'S WAIVER OF CLAIMS AGAINST THE CITY AND THE RELEASEES. I HAVE ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME AND OPPORTUNITY TO DO SO.

IN WITNESS WHEREOF, the undersigned has executed this Settlement Agreement and Full and Final Release of All Claims.

By: \_\_\_\_\_  
Rhonda Blackmon

Sworn to and subscribed  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

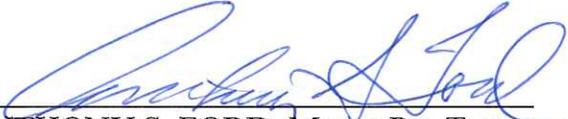
My Commission Expires: \_\_\_\_\_.

**APPROVED BY:**

---

Matthew C. Billips  
Orr, Brown and Billips, LLP  
Suite 2110  
950 East Paces Ferry Road  
Atlanta, GA 30326

Attorney for Rhonda Blackmon

By:   
ANTHONY S. FORD, Mayor Pro Tempore  
City of Stockbridge

ATTESTATION:

On this 23<sup>rd</sup> day of February, 2016, before me has personally appeared one such Anthony Ford, Mayor Pro Tempore, City of Stockbridge, to me known to be the individual described herein who has executed the foregoing Agreement, and has acknowledged that he has done so voluntarily.

  
VANESSA HOLIDAY, City Clerk

