

**SETTLEMENT AGREEMENT AND
RELEASE**

This Settlement Agreement and Release ("**Agreement**") is made as of January __, 2020, by and between (1) [REDACTED] LLC ("**Owner**") and [REDACTED] LLC ("**Management**", and collectively with Owner, the "[REDACTED] **Parties**"), on the one hand, and (2) [REDACTED], individually and on behalf of her Minor Child, (collectively "**Complainants**" or "**Residents**") and the State of Georgia, acting by and through the Georgia Commission on Equal Opportunity, ("**GCEO**" and collectively with Residents, the "**Charging Parties**"), on the other hand. The [REDACTED] Parties and the Charging Parties are each herein referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS, the Residents were previously tenants, per lease (the "**Lease**") at the [REDACTED] of [REDACTED], located in Atlanta Georgia (the "**Property**"), which Property was owned by Owner and managed by Management; and

WHEREAS, the Residents complained of discrimination (the "**Complaint**") regarding the [REDACTED] Parties (and certain individual employees of Management) to the GCEO and the GCEO conducted an investigation and issued a Fair Housing Charge as fully set out in the December 10, 2019 Notice of Charge (the "**Charge**");

WHEREAS, the [REDACTED] Parties have contested, and do contest, the basis for the Charge and deny any liability or wrongdoing; and

WHEREAS, the Parties desire to resolve the Charge, and any and all claims related to or arising out of the circumstances which were the basis for the Complaint and the Charge (collectively the "**Claims**") in order to avoid the cost and necessity of further proceedings, but without any admission of liability or wrongdoing.

NOW THEREFORE, for and in consideration of the foregoing, and the agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt of which is acknowledged by each Party hereto, the Parties promise and agree as follows:

1. **Payment of Settlement Funds:** Management agrees that within fifteen (15) business days after the date of [REDACTED] Parties' counsel's actual receipt of the last to be received of the Charging Parties' Documents (as hereafter defined) Management will pay the total sum of Seventeen thousand dollars (\$17,000.00) (the "**Settlement Payment**") made payable to [REDACTED] and sent to the Georgia Commission on Equal Opportunity.

2. **Documents from Charging Parties:** The Charging Parties agree, in consideration of the payment of the Settlement Payment, to execute, or have executed, and deliver to counsel for the [REDACTED] Parties, said delivery to occur within ten (10) business days after receipt by the Charging Parties, of a copy of this Agreement executed by [REDACTED] Parties, the following documents (collectively, the "**Charging Party Documents**");

a) an original of this Agreement executed by both of the Charging Parties;

3. **Release:** Subject to, and effective upon, receipt of the Settlement Payment by the Charging Parties, the Complainants, individually and collectively, on behalf of themselves and their agents, attorneys, representatives, heirs, successors and assigns (collectively, the

"Complainant Releasors") hereby unconditionally, irrevocably, forever and fully release, acquit, and forever discharge the [REDACTED] Parties, and all other respondents to the Complaint and Charge, and their respective predecessors, successors, assigns, parents, affiliates, subsidiaries, and related entities, and each of their respective present and former officers, employees (including, without limitation [REDACTED] (the former Property Manager at the Property), [REDACTED] (the former Courtesy Officer at the Property)), directors, shareholders, advisors, insurers, attorneys, representatives and agents (jointly and individually) (collectively the "**Releasees**"), of and from any and all claims, demands, actions, causes of action, suits, proceedings whether civil, (administrative or otherwise), debts, employment claims, sums of money, accounts, contracts, controversies, promises, damages, judgments, executions liens, debts, obligations, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity or both, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, which they had, now have, or may in the future claim to have, by reason of any act, matter, thing or cause whatsoever relating to, or arising out of, the Property, Lease, and/or the facts and circumstances set forth in the Complaint or the Charge (collectively the "**Released Claims**"), including, without limitation, the Claims, and including, without limitation, any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees), and including, but not limited to, any such claims arising out of or relating to the Complainants' tenancy at the Property, and pursuant to any federal, state, or fair housing laws, including, but not limited to, O.C.G.A. § 8-3-200, et seq. and the Federal Fair Housing Act as amended under 42 U.S.C. § 3601, et seq. and for any and all claims under statutory, contract or tort law, gender discrimination, race discrimination, disability discrimination, familial status discrimination, emotional stress, mental anguish, negligence, personal injury claims, and any claim arising from or related to in any manner to the landlord/tenant relationship. This includes, but is not limited to, any claim that could be brought pursuant to the Charge.

4. **Withdrawal:** Complainants and the GCEO, including the State of Georgia, agree to close their file and not litigate, file a lawsuit or pursue any Released Claim against the Releasees.

5. **Waiver:** The undersigned Complainants do hereby waive any and all provisions of any applicable laws which do or may render unenforceable the lease or compromise of unknown contingent or non-existent claims.

6. **No Admission:** It is expressly acknowledged by all Parties to this Release that the settlement terms mentioned herein involve compromising, doubtful, and disputed claims between the Parties and is intended to extinguish all rights and liabilities concerning such claim. This Settlement is not to be construed as any liability by the Releasees. All Releasees expressly deny that they are liable to the undersigned in any respect.

7. **Representations and Warranties:** The Parties represent and warrant that they have read this Agreement in its entirety, and they had a reasonable opportunity to consider the terms and provision of this Agreement. The Parties have consulted with their attorney in connection with this Agreement, and they fully understand the terms and conditions of this Agreement and their significance. The Parties agree they are voluntarily assenting to all the terms and conditions contained herein, and they are executing this agreement voluntarily of their own accord and free will, and they will abide by the terms of this Agreement without exception.

8. **Applicable Law:** This Agreement shall be construed according to the laws of the State of Georgia.

9. **Enforceability:** If, at any time after the date of execution of this Agreement, any provision of it shall be held to be illegal, void or unenforceable for any reason by any court of competent jurisdiction, the Parties declare that the invalid or unenforceable provisions shall be severable, and that all remaining provisions of this Agreement and Release shall remain in full force and effect.

10. **Entire Agreement:** All agreements and understandings between the parties hereto are embodied and expressed herein, and the terms of this Agreement are contractual and not mere recitals. This Agreement constitutes an accord and satisfaction of any and all claims of the Complainants against the parties released. Complainants accept said Settlement Payment as full and final payment and complete satisfaction of any and all claims, demands, rights and causes of action that belong to Complainants or which may hereafter accrue on account of, or resulting from, the above described events or claims.

11. **Counterparts:** This Agreement may be executed in multiple and separate copies.

12. **Documents:** The Parties agree to execute any additional documents reasonably requested by another party to effectuate the purposes and effects of this Agreement.

13. **Fees:** Each Party agrees to bear their own costs and expenses, including but not limited to attorneys' fees and expenses of litigation, in connection with the Released Claims.

14. **Defense:** This Agreement may be pleaded by the Releasees hereto as the full and complete defense to, and a basis for an injunction against, any action, suit, or other proceeding which may be initiated, prosecuted or attempted by any Party in breach of this Agreement.

15. **Closure:** With the execution of this Agreement by all parties, and the payment of the Settlement Payment to the Charging Parties, GCEO and the State of Georgia agree to close their file and not pursue this case any further through litigation or any other means.

16. **Confidentiality:** The [REDACTED] Parties and Complainants and their attorneys represent, warrant and agree that the terms and contents of this Agreement and all information and evidence elicited or exchanged during the Action and in negotiating this Agreement are and shall be treated as confidential and shall not be disclosed unless if necessary as part of normal business operations or as otherwise required by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above written.

Respondents

By: [REDACTED]

By: [REDACTED]

RESIDENTS:

[REDACTED]

[REDACTED] individually and as Guardian
of her Minor Child

Approved by:

Allona K. Wood

Georgia Commission on Equal
Opportunity

By: 6/29/2020
Allona K. Wood