

SETTLEMENT AGREEMENT AND RELEASE

In consideration of the payment of Fifty Thousand Dollars (\$50,000.00) by the City of Dunwoody ("City") to Alan Miller, M.D. ("Miller"), the receipt and legal sufficiency of which under the terms of this Settlement Agreement and Release (the "Agreement" or "Release") is hereby acknowledged, and other good and valuable consideration, all of which is acknowledged to be full and adequate consideration, Miller (hereinafter the "Releasor" or "Miller") agrees as follows:

Release. The Releasor, and Releasor's successors, assigns, managers, officers, directors, employees, agents, attorneys, subsidiaries, affiliates, parents, insurers, and all other related entities fully and finally release, acquit, and discharge the City of Dunwoody, Georgia and the Dunwoody Mayor and City Council (collectively the "City") and their successors, assigns, authorities, departments, commissions, bureaus, boards, divisions, instrumentalities, institutions, political subdivisions, officials in both of their individual and official capacities, members, managers, officers, directors, employees, agents, attorneys, subsidiaries, affiliates, parents, insurers, and all other related entities ("Released Parties") from any and all claims, liabilities or causes of action, whether known or unknown, whether in contract or tort, including costs of litigation that the Releasor ever had, now has, or may have by reason of any matter, cause, or thing whatsoever, from the beginning of time through the date of this Release including any counterclaims filed or which could have been filed in the matter, City of Dunwoody, Georgia, a Georgia Municipal Corporation v. P&S Associates and Alan Miller, M.D., CAFN 22SD00229 (DeKalb State Court) (the "Lawsuit"). The City mutually releases Releasor of the City's claims in the Lawsuit. The City and Releasor will bear their own respective attorneys fees and expenses of litigation relating to the Lawsuit and the drafting of this Agreement.

Settlement Payment. Within 3 days of approval by the Mayor and Council for the City of this Settlement Agreement and Release, the City will provide payment of \$50,000 payable to Alan Miller, M.D., and delivered to the City's counsel, Thomas Mitchell of the law firm Carothers & Mitchell and the City shall promptly deliver a copy of the Agreement executed by the City to Releasor's counsel. Mitchell will release said funds to Releasor upon written confirmation that the premises were fully vacated and keys or access codes turned over at or by 5:00 p.m. on March 7, 2023.

Covenant Not to Sue. Upon payment of \$50,000 by the City to Releasor pursuant to this Agreement, the Releasor, and Releasor's successors, assigns, managers, officers, directors, employees, agents, attorneys, subsidiaries, affiliates, parents, insurers, and all other related entities, hereby irrevocably and unconditionally covenant not to sue the City its officials, successors, assigns, managers, officers, directors, employees, agents, attorneys, subsidiaries, affiliates, parents, insurers, and all other related entities for any and all claims that the Releasor has or might have relating to the Lawsuit. The City mutually covenants not to sue Releasor.

Miller to Vacate Premises. Miller will vacate the premises at 4553 North Shallowford Road, Dunwoody, Georgia on or before 5:00 p.m. onsite on March 7, 2023. In conjunction with the execution of this Release, Miller has executed a Consent to Writ of Possession that may be executed by the City at anytime after 5:00 p.m. on March 7, 2023. The City specifically agrees to forebear and will not be authorized to execute that Writ before March 8, 2023. The Consent Order presented by the parties to the Court relating to the Lawsuit is incorporated by reference herein.

Additional Consideration. As additional consideration for this Release, and upon Miller's execution of this Release, the City has agreed to provide a dumpster to facilitate Miller's ability to clear out the premises.

No Admission of Liability. This Release constitutes a settlement by compromise of a disputed claim or claims or potential claim or claims arising out of, related to, or in some way connected with that may be traced either directly or indirectly to the disputes between the parties, and is intended to buy the peace of Releasors and the Released Parties as to any claim, past present or future, relating to those disputes. Neither this settlement and compromise nor the payment of the sum set forth herein shall be construed as an admission of liability or wrongdoing by Releasors or the Released Parties, any and all such liability and wrongdoing being expressly denied.

Miscellaneous

1. This Release was arrived at after thorough bargaining and negotiations, and this Release shall be construed as if jointly prepared by the Parties; and any uncertainty or ambiguity shall not be construed or interpreted against the party actually preparing the Release.

2. This Release contains the entire agreement and understanding of the Parties; supersedes all prior agreements, arrangements, and understandings relating to the subject matter of this Release; and may not be modified, in whole or in part, except by written agreement signed by all of the Parties.

3. Releasors hereby understand, acknowledge, and agree that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to the civil claims being released by this Release and that, in such event, this Release shall nevertheless be effective and remain in force in all respects.

4. This Release may be executed in multiple counterparts, with all counterparts taken together constituting one and the same instrument. The parties may transmit executed copies of the Agreement electronically, which shall be effective as an original.

5. Neither Released Parties nor their attorneys make any representation as to the tax consequences, if any, of the provisions of this Release.

6. This Release shall be construed and interpreted in accordance with the laws of the State of Georgia and without giving effect to the principles of conflict of laws.

7. A waiver by any of the Parties of any breach of this Release or any provision of this Release shall not operate or be construed as a waiver of any other provision of this Release or any subsequent breach of any provision by any of the Parties.

8. If a court of competent jurisdiction determines that any term, provision, or part of this Release is invalid, unenforceable, or void for any reason whatsoever, in whole or in part, then such invalid, unenforceable, or void term, provision, or part shall be severed from this Release and shall not affect the validity or enforceability of the remaining provisions of this Release.

9. The Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Release which are not inconsistent with its terms.

10. The Parties are duly authorized to execute this Agreement.

11. The Parties are authorized to pursue enforcement of this Agreement in a court of competent jurisdiction after written notice of alleged default to the opposite party via the parties' respective counsel, R. Matthew Reeves and Thomas Mitchell, without cure within seven days.

Having carefully read this Agreement in its entirety and having fully informed himself of and understanding its contents, the parties indicates their consent and agreement and, executes this Agreement of their own free will and accord as of the date set forth below. This Agreement shall become fully effective upon execution by both parties.



Alan Miller

By: Alan Miller, M.D.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 17 DAY OF February, 2023.

Tammy F Brewer

NOTARY PUBLIC

By: THE CITY OF DUNWOODY, GEORGIA
Name:
Its:

Attest:

Sharon Lowery, City Clerk

SWORN TO AND SUBSCRIBED BEFORE ME
THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC