

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Tammy L. Basinger and Khaylis C. Scott,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

Housing Authority of the City of Columbia
a/k/a Columbia Housing Authority,
Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

C.A. No. 2024-CP-40-05868

AND

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Cedrick T. Montgomery et al.,

Plaintiffs,

v.

Housing Authority of the City of Columbia
a/k/a Columbia Housing Authority,
Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

C.A. No. 2023-CP-40-04319

**LONG-FORM SETTLEMENT AGREEMENT
BETWEEN PLAINTIFFS AND HOUSING AUTHORITY OF COLUMBIA**

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made and entered into as of the 12th day of February, 2025 ("Execution Date") by and between the Plaintiffs, on behalf of themselves and the proposed Settlement Class (as hereinafter defined), and the Defendant, the Housing Authority of the City of Columbia ("Columbia Housing Authority" or "CHA"), in both the above captioned matters (respectively, the "*Basinger*" case and the "*Montgomery*" case, collectively referred to herein as the "Actions"). Plaintiffs, on behalf of themselves and the Settlement Class, and CHA are referred herein

collectively as the “Parties” or individually as a “Party.”

WHEREAS, Plaintiffs in the Actions, on behalf of themselves and as representatives of the proposed Settlement Class, allege, among other things, that CHA was negligent in maintaining and/or repairing appliances in the 244 apartments at Allen Benedict Court during the years prior to and the days of the incident on January 17-18, 2019;

WHEREAS, the Parties wish to resolve all claims asserted in the *Basinger* and *Montgomery* cases and all claims that could have been asserted against CHA in any way arising out of or relating in any way to the allegations set forth in the *Basinger* and *Montgomery* cases and the incidents at Allen Benedict Court on January, 17-18, 2019;

WHEREAS, counsel for the Parties have engaged in arm’s-length negotiations, including mediation with a highly respected and experienced mediator, on the terms of this Settlement Agreement, and this Settlement Agreement embodies all of the terms and conditions of the Settlement;

WHEREAS, Plaintiffs have concluded, after preliminary investigation of the facts and after considering the circumstances and the applicable law, that it is in the best interests of the potential members of the Settlement Class to enter into this Settlement Agreement with CHA to avoid the uncertainties of further complex litigation, and to obtain the benefits described herein for the Settlement Class (as hereinafter defined), and, further, that this Settlement Agreement is fair, reasonable, adequate, and in the best interests the Settlement Class;

WHEREAS, CHA denies any liability for any claims that Plaintiffs have asserted or could have asserted arising out of the factual predicate of the Actions;

WHEREAS, despite its belief that it has valid defenses to the claims asserted, and any claims like those asserted, in the Actions, CHA nevertheless enters into this Settlement

Agreement to avoid the expense, inconvenience, distraction, and uncertainty of burdensome and protracted litigation;

NOW THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is agreed by and among the Parties that the claims of the Plaintiffs and the Settlement Class be settled, compromised, and dismissed on the merits with prejudice as to CHA subject to Court approval:

- 1) General Definitions. The terms below and elsewhere in this Agreement with initial capital letters shall have the meanings ascribed to them for purposes of this Settlement Agreement.
 - a) “Actions” means the above-captioned *Basinger* and *Montgomery* cases.
 - b) “Court” means the Circuit Court of Common Pleas in the Fifth Judicial Circuit in Richland County, South Carolina.
 - c) “Claimant Settlement Fund” means the escrow account or qualified settlement fund designated jointly by the parties’ counsel as described herein, and maintained by an escrow agent jointly approved by the parties’ counsel.
 - d) “Escrow Account” means an escrow account that may be established with the escrow agent to receive and maintain funds contributed by CHA for the benefit of the Settlement Class.
 - e) “Escrow Agreement” means that certain agreement retaining the escrow agent that holds and maintains the Escrow Account and pursuant to which the Escrow Account is established and managed for the benefit of the Settlement Class, as set forth in Paragraphs 9 to 11 below.
 - f) “Final Approval” means an order and judgment by the Court which finally approves this Settlement Agreement and the settlement pursuant to Rule 23 of the

South Carolina Rules of Civil Procedure, and dismisses CHA with prejudice from the Actions.

- g) “Final Judgment” means the first date upon which both of the following conditions shall have been satisfied: (a) final approval of the Settlement Agreement by the Court (“Final Approval”); and (b) either (1) thirty days have passed from the date of Final Approval with no notice of appeal having been filed with the Court or written waiver of the right to appeal filed by the Parties before the end of the thirty-day period; or (2) Final Approval has been affirmed by a mandate issued by any reviewing court to which any appeal has been taken, and any further petition for review (including certiorari) has been denied, and the time for any further appeal or review of Final Approval has expired.
- h) “Party” or “Parties” means Plaintiffs, the proposed Settlement Class, and/or CHA.
- i) “Plaintiffs’ Counsel” means David Proffitt and Ronald Cox of the law firm Proffitt & Cox.
- j) “Preliminary Approval” means an order by the Court to preliminarily approve this Settlement Agreement pursuant to South Carolina Rule of Civil Procedure 23 and Federal Rule of Civil Procedure 23.
- k) “Released Claims” shall have the meaning set forth in Paragraphs 13 and 14 of this Agreement.
- l) “Releasing Party” or “Releasing Parties” shall refer individually and collectively, to the Plaintiffs in the *Basinger* and *Montgomery* cases, the Settlement Class and all members of the Settlement Class (subject to a Settlement Class Member’s right of exclusion from the proposed Settlement), his or her attorneys, insurers, heirs,

executors, administrators, trustees, devisees, and representatives, each only in its official capacity on behalf of a Releasing Party and not in an individual capacity; the assigns of all such persons or entities, as well as any person or entity acting in its official capacity on behalf of a Releasing Party and not individually; and any of their agents or officials acting in their official capacities, legal representatives acting in their official capacities, agencies, departments, commissions and divisions.

- m) “Released Parties” or “Releasees” means Housing Authority of the City of Columbia (“Columbia Housing Authority” or “CHA”) and its predecessors and successors; their current, former, and future, direct and indirect, parents, subsidiaries, joint ventures, and Affiliates; their present and former shareholders, equity holders, partners, directors, officers, owners of any kind, principals, managers, members, agents, employees, contractors, attorneys, insurers, heirs, executors, administrators, trustees, devisees, and representatives; the assigns of all such persons or entities, as well as any person or entity; and any of their agents or officials acting in their official capacities, legal representatives acting in their official capacities, agencies, departments, commissions, and divisions.
- n) “Settlement Administrator” means the firm retained to disseminate the Settlement Class Notice and to administer the payment of Settlement Funds to the Settlement Class, subject to approval of the Court.
- o) “Settlement Class” means the class defined in Paragraph 5 below.
- p) “Settlement Amount” means \$1,000,000.00 (one million U.S. dollars), the entire amount CHA shall pay or cause to be paid in consideration for the release of the

Released Claims and the dismissal with prejudice of the Actions, pursuant to Paragraphs 9 to 11 below.

2) The Parties' Efforts to Effectuate this Settlement Agreement. The Parties will cooperate in good faith and use their best efforts to seek the Court's Preliminary Approval and Final Approval of the Settlement Agreement.

3) Litigation Standstill. Plaintiffs, through Plaintiffs' Counsel, shall cease all litigation activities against CHA related to the pursuit of claims against CHA in the Actions.

4) Motion for Preliminary Approval. No later than ten (10) days after the Execution Date, Plaintiffs will move the Court for Preliminary Approval of this Settlement. Within a reasonable time in advance of submission to the Court, the papers in support of the motion for Preliminary Approval shall be provided by Plaintiffs' Counsel to CHA for its review. To the extent CHA and Plaintiffs disagree as to any aspect of the motion and/or CHA's proposed changes thereto, the Parties shall meet and confer in good faith to resolve any such disagreement. The Parties shall take all reasonable actions as may be necessary to obtain Preliminary Approval and certification of the Settlement Class.

5) Certification of a Settlement Class. As part of the motion for Preliminary Approval of this Settlement, Plaintiffs shall seek, and CHA shall consent with respect to certification in the Action of the following "Settlement Class" for settlement purposes only:

The Plaintiffs, i.e., all Plaintiffs who have asserted claims against CHA in the *Basinger* and *Montgomery* actions. These Plaintiffs are deemed to be Settlement Class Members and will not be required to submit a claim form to the third-party Class Administration Firm in order to receive a monetary award in the settlement; and

All tenants of Allen Benedict Court as shown on a written lease as of January 17-18, 2019 ("Tenants") and the members of Tenant's household residing at the Tenant's unit at Allen Benedict Court as of

January 17-18, 2019.

Specifically excluded from the Settlement Class are those tenants and individuals who have previously settled and released their claims that are identical or similar to those set forth in the *Basinger* and/or *Montgomery* lawsuits or otherwise relate to or arose from the circumstances that serve as the factual bases for the claims brought in the *Basinger* and/or *Montgomery* lawsuits.

6) Settlement Class Notices. After Preliminary Approval, and subject to approval by the Court of the means and schedule for dissemination:

- a) To the extent reasonably practicable, individual notice of this Settlement Agreement – in a form and containing language to be agreed upon by the Parties and subject to approval of the Court – will be mailed, emailed, or otherwise sent and/or published by the Settlement Administrator, at the direction of Plaintiffs’ Counsel, to potential members of the Settlement Class, in conformance with Rule 23 South Carolina Rules of Civil Procedure and a notice plan to be approved by the Court.
- b) CHA shall have no responsibility, financial obligation, or liability for any fees, costs, or expenses related to preparing and providing notice to the Settlement Class or obtaining approval of the settlement or administering the settlement, beyond CHA’s payment of the Settlement Amount as defined herein and in accordance with Paragraphs 9-12 herein.
- c) Plaintiffs’ Counsel and the Claims Administrator shall use their best efforts to send out notice to the Settlement Class within sixty (60) days of Preliminary Approval by the Court of the Settlement Agreement.

7) Motion for Final Approval and Entry of Final Judgment. If the Court grants Preliminary Approval and certifies the Settlement Class, then Plaintiffs, through Plaintiffs’

Counsel — in accordance with the schedule set forth in the Court’s Preliminary Approval — shall submit to the Court a separate motion for Final Approval of this Settlement Agreement by the Court. Within a reasonable time in advance of submission to the Court, the papers in support of the motion for Final Approval shall be provided by Plaintiffs’ Counsel to CHA for their review. To the extent CHA and Plaintiffs disagree as to any aspect of the motion and/or CHA’s proposed changes thereto, the Parties shall meet and confer in good faith to resolve any such disagreement. The motion for Final Approval shall seek entry of an order and Final Judgment:

- a) Finally approving the Settlement Agreement as being a fair, reasonable, and adequate settlement for the Settlement Class within the meaning of South Carolina Rules of Civil Procedure 23, and directing the implementation, performance, and consummation of the Settlement Agreement;
- b) Determining that the Class Notice constituted the best notice practicable under the circumstances of this Settlement Agreement and the Fairness Hearing, and constituted due and sufficient notice for all other purposes to all Persons entitled to receive notice;
- c) Dismissing the Actions with prejudice as to CHA in the *Basinger* and *Montgomery* cases and all related complaints or other causes of action asserted by Plaintiffs or the Settlement Class against CHA;
- d) Discharging and releasing CHA from all Released Claims;
- e) Reserving continuing and exclusive jurisdiction over the Class Settlement Agreement for all purposes.

The Parties shall take all reasonable steps to obtain Final Approval of the Settlement Agreement.

8) Claimant Settlement Fund. The Claimant Settlement Fund shall be administered by a settlement claims administrator agreed to by the Parties and under the Court's continuing supervision and control and pursuant to the Escrow Agreement with the Escrow Agent maintaining the Escrow Account that is established to hold the Claimant Settlement Fund. The Parties will propose to the Court that payments shall be disbursed from the Class Settlement Fund to eligible class member claimants within ninety (90) days of the Court's Final Approval of the Settlement Class and this Class Settlement Agreement.

9) Settlement Consideration. In consideration for the full release of Released Claims and the dismissal of the Actions with prejudice as to CHA in the *Basinger* and *Montgomery* cases and all complaints asserted by Plaintiffs or the Settlement Class against CHA, CHA or its insurers shall pay or cause to be paid the Settlement Amount of \$1,000,000.00 (One Million U.S. Dollars), as follows and in accordance with the Court's approval:

a) Within 30 days after the Court's final approval of the class settlement and Settlement Agreement, CHA or its insurers shall pay from the Settlement Amount the sum of \$875,000.00 (Eight Hundred Seventy-Five Thousand and No/100 Dollars) as follows:

- i) Of this amount, CHA or its insurers shall pay the sum of \$125,000.00 (One Hundred Twenty-Five Thousand and No/100 Dollars) directly to Plaintiff's counsel as partial payment of attorneys' fees.
- ii) Of this amount, CHA or its insurers shall pay directly to Plaintiff's counsel an amount to be determined and approved by the Court as case costs incurred by Plaintiffs' counsel in the *Basinger* and *Montgomery* cases.

- iii) CHA or its insurers shall pay the remaining balance of the \$875,000.00 (i.e., the amount less the sum of \$125,000.00 as addressed above in para. 9(a)(i) and Court-approved case costs addressed above in para. 9(a)(ii)) into the Claimant Settlement Fund.
- b) Within 180 days after the Court's final approval of the class settlement, CHA or its insurers shall pay the additional sum of \$125,000.00 (One Hundred Twenty-Five Thousand and No/100 Dollars) directly to Plaintiffs' counsel as CHA's final and full payment of the total Settlement Amount of \$1,000,000.00. This \$125,000.00 payment to Plaintiffs' counsel will be further allocated by Plaintiffs' counsel toward attorneys' fees and case costs.
- c) Plaintiffs, Settlement Class Members, and their counsel will be reimbursed and indemnified solely out of the Settlement Amount, as set forth above, including but not limited to for all expenses including, but not limited to, attorneys' fees and expenses and the costs of notice of the Settlement Agreement to potential members of the Settlement Class. CHA shall not be liable for any costs, fees, or expenses of any of Plaintiffs, Class Members, their counsel, experts, advisors, or representatives, claim administrator(s), or other parties, third parties, or their agents, but all such costs and expenses as approved by the Court shall be paid out of the Settlement Amount.
- d) In no event will CHA pay more than the Settlement Amount (\$1,000,000.00) in full and final settlement of this matter, and, beyond the payment of said Settlement Amount, will have no other or further monetary or financial obligation to anyone,

including but not limited to Plaintiffs, Settlement Class Members, or their counsel, in connection with this Settlement and Class Settlement Agreement.

10) Distribution of Claimant Settlement Fund to Settlement Class. Members of the Settlement Class shall be entitled to look solely to the Claimant Settlement Fund for settlement and satisfaction against CHA for the Released Claims, and shall not be entitled to any other payment or relief from CHA. Except as provided by order of the Court, no member of the Settlement Class shall have any interest in the Claimant Settlement Fund or any portion thereof. The administration of the Claimant Settlement Fund and payments made from the Settlement Amount out of the Claimant Settlement Fund to Settlement Class members (including but not limited to any calculations pertaining to allocation of payment and payments made out of the Claimant Settlement Fund) will be solely the responsibility of Plaintiffs, Plaintiffs' counsel, and the third-party claims administrator(s) and subject to any directions and required approvals of the Court in determining who may qualify as Class Members to be paid from the Claimant Settlement Fund. Plaintiffs' proposed plan of allocation, subject to Paragraphs 9 to 11 of this Agreement and approval of the Court, is set forth below in Paragraph 12.

11) Plaintiff Counsels' Application for Fee/Cost Award and Incentive Payments to Plaintiffs. Subject to the Court's approval and to Paragraph 12 herein below regarding administration of the Claimant Settlement Fund, Plaintiffs' counsel may request of the Court that, of the Settlement Amount, the Court approve (1) up to and no more than \$250,000.00 be allocated for payment of attorney's fees as set forth in Paragraph 12 below; (2) an amount to be determined as case costs incurred by Plaintiffs' counsel in the *Basinger* and *Montgomery* cases; (3) an amount to be determined as payable to the third-party class administration firm; and (4) an additional amount of \$2,500.00 each to be paid to Tammy L. Basinger and Khaylis C. Scott for their service

as class representatives, with the balance of the Fund to be distributed to eligible settlement class members from the Claimant Settlement Fund.

12) Plaintiffs' Proposed Plan of Allocation. Plaintiffs' propose (with the consent of CHA) that, subject to Paragraphs 9 to 11 herein above and approval of the Court, the remaining net amount (i.e., less amounts paid from the Claimant Settlement Fund for costs of the third-party claims administrator and \$2,500.00 payments to Tammy L. Basinger and Khaylis C. Scott, respectively) in the Claimant Settlement Fund for distribution to qualifying settlement class members by the third-party class administration firm will be as follows:

- a) on a per-person basis, with each adult and minor claimant who is deemed to be a settlement class member or who timely submits a valid claim to the third-party class administration firm receiving an equal share of the settlement proceeds. The formula for determining each claimant's share is as follows: the remaining balance of the Claimant Settlement Fund divided by the total number of adult and minor claimants equals the amount payable to each individual adult and child claimant.
- b) The class administration firm shall use the spreadsheet list of Plaintiffs provided by Plaintiffs' counsel and the spreadsheet lists of tenants of Allen Benedict Court as provided by CHA, as well as a list to be provide by parties' counsel of those individuals who have previously settled and released their relevant claims, in determining the validity of submitted claims. To the extent that CHA's records may be inaccurate or incomplete, a claimant may be required to submit documentary proof to the class administration firm to meet the requirements of a class member.
- c) If for any reason any of the remaining balance of the Claimant Settlement Fund to

be distributed among class members cannot be distributed to those persons deemed to be class members or who have timely submitted a valid claim as determined by the class administration firm, then that sum of residual funds shall be divided as follows: 50% payable to the South Carolina Bar Foundation as required by Rule 23(e), SCRCF; 25% to Transitions Homeless Center; and 25% to the Oliver Gospel Mission, both located in Columbia, South Carolina.

- d) Plaintiffs' foregoing plan of allocation, and its execution and administration, are solely the responsibility of Plaintiffs, Plaintiffs' counsel, and the third-party claims administrator(s) and subject to any directions and required approvals of the Court.

13) Release. Upon Final Judgment, the Releasing Parties shall completely release, acquit, and forever discharge the Released Parties from any and all claims, demands, actions, suits, causes of action, whether at law or in equity, whether class, individual, or otherwise and whatsoever kind in nature (whether or not any member of the Settlement Class has objected to the Settlement Agreement or makes a claim upon or participates in the Claimant Settlement Fund, whether directly, representatively, derivatively or in any other capacity) that the Releasing Parties ever had, now has, or hereafter can, shall, or may ever have, that exist as of the date of the order granting Preliminary Approval, on account of, or in any way arising out of, any and all known and unknown, foreseen and unforeseen, past, present, or future, suspected or unsuspected, actual or contingent, liquidated or unliquidated claims, injuries, losses, damages, and the consequences thereof that have been asserted, or could have been asserted, under federal or state law, in any way arising out of, or relating in any way to, or in any matter connected with any underlying fact or factual antecedent to, any claim, allegation, event or circumstance either set forth or asserted in, or could have otherwise been asserted in, the *Basinger* and *Montgomery* cases or otherwise

could have been brought, alleged, or asserted by Releasing Parties. During the period prior to and after the expiration of the deadline for submitting an opt-out notice, as determined by the Court, all Settlement Class Members who have not submitted a valid request to be excluded from the Settlement Class shall be preliminarily enjoined and barred from asserting any Released Claims against CHA and any Released party. The release of the Released Claims will become effective as to all Releasing Parties upon Final Judgment. Upon Final Judgment, the Releasing Parties further agree that they will not file any other suit against CHA and Released Parties arising out of or relating to the Released Claims.

14) Further Release. Each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon Final Judgment, any known or unknown, suspected or unsuspected, contingent or non-contingent claim that the Releasing Parties have agreed to release pursuant to Paragraph 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

15) This Settlement Agreement shall not be construed as an admission of liability, or used as evidence of liability, for any purpose in any legal proceeding, claim, regulatory proceeding, or government investigation.

16) This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein when executed.

17) CHA Option to Withdraw from this Settlement. As set forth more fully in the confidential term sheet agreement which shall be provided to the Court through a filing under seal, CHA will have the right to withdraw fully and completely from this Settlement and shall be reimbursed in full by Plaintiffs' counsel and the escrow agent for any Settlement Amount paid by CHA prior to CHA's withdrawal from this Settlement, if potential members of the

Settlement Class representing more than a specified number of potential class members, as set forth in a confidential term sheet agreement, timely opt out of the Settlement Class.

18) Effect of Disapproval and Rescission. If the Court does not certify the Settlement Class as defined in this Settlement Agreement, or if the Court does not approve this Settlement Agreement in all material respects, or if the Court does not enter Final Approval as provided forth in Paragraph 7 herein, or if any judgment approving this Settlement Agreement is materially modified or set aside on appeal, or if all of the conditions for Final Judgment do not occur as set forth in Paragraph 1(e) of this Settlement Agreement, then this Agreement may be cancelled and terminated by CHA or by Plaintiffs on behalf of the Settlement Class; and CHA may further have the right to cancel and terminated this Settlement Agreement pursuant to Paragraph 17 herein above and the confidential term sheet agreement referenced therein. If canceled and terminated, this Settlement Agreement shall become null and void, and all Settlement Amounts paid by CHA either to Plaintiff's counsel or into the Claimant Settlement Fund shall be returned to CHA, and the Parties' position shall be returned to the status quo ante.

19) Choice of Law. Any disputes arising out of or relating to this Settlement Agreement shall be governed by South Carolina law without regard to conflicts of law provisions.

20) Exclusive Jurisdiction and Dispute Resolution. The Parties and any Releasing Parties hereby irrevocably submit to the exclusive jurisdiction of the Richland County Court of Common Pleas, State of South Carolina, for any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Without limiting the generality of the foregoing, it is hereby agreed that any dispute concerning the provisions of Paragraphs 13 or 14, including but not limited to, any suit, action, or

proceeding in which the provisions of Paragraphs 13 or 14 are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, constitutes a suit, action, or proceeding arising out of or relating to this Settlement Agreement. In the event that the provisions of Paragraphs 13 or 14 are asserted by a Released Party as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection in any suit, action or proceeding, it is hereby agreed that the Released Party shall be entitled to a stay of that suit, action, or proceeding until the Court has entered a Final Judgment no longer subject to any appeal or review determining any issues relating to the defense or objection based on such provisions. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Parties and any Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the in personam jurisdiction of the Court. Nothing shall be construed as a submission to jurisdiction for any purpose other than enforcement of this Agreement. Notwithstanding the foregoing, the parties agree to first submit any such matter/dispute arising from or relating to this Settlement Agreement to a mediation to be conducted by Biff Sowell.

21) Costs Relating to Administration. CHA shall have no responsibility or liability relating to the administration, investment, or distribution of the Claimant Settlement Fund.

22) Binding Effect. This Settlement Agreement constitutes a binding, enforceable agreement as to the terms contained herein. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors, assigns, and heirs of the Parties, Settlement Class, and CHA. Without limiting the generality of the foregoing, upon certification of the Settlement Class and Final Approval, each and every covenant and agreement herein by the Plaintiffs shall be binding upon all members and potential members of the Settlement Class and Releasing

Parties who have not validly excluded themselves from the Settlement Class.

23) Sole Remedy. This Settlement Agreement shall provide the sole and exclusive remedy for any and all Released Claims against CHA, and upon entry of Final Judgment, the Releasing Parties shall be forever barred from initiating, asserting, maintaining, or prosecuting any and all Released Claims against CHA and other Released Parties.

24) Counsel's Express Authority. Each counsel signing this Settlement Agreement on behalf of a Party or Parties has full and express authority to enter into all of the terms reflected herein on behalf of each and every one of the clients for which counsel is signing.

25) Admissibility of Settlement Agreement. It is agreed that this Settlement Agreement shall be admissible in any proceeding for establishing the terms of the Parties' agreement or for any other purpose with respect to implementing or enforcing this Settlement Agreement.

26) Notices. All notices under this Settlement Agreement shall be in writing. Each such notice shall be given either by: (a) hand delivery; (b) registered or certified mail, return receipt requested, postage pre-paid; or (c) Federal Express or similar overnight courier, and, in the case of either (a), (b) or (c) shall be addressed to:

Plaintiffs' counsel:
David Proffitt and Ronald Cox
Proffitt & Cox, LLP
140 Wildewood Park Dr. Ste. A
Columbia, SC 29223

Defendant's counsel:
Charles F. Turner, Jr.
Willson Jones Carter & Baxley, PA
325 Rocky Slope Rd., Suite 201
Greenville, SC 29607

27) No Admission. Whether or not Final Judgment is entered or this Settlement Agreement is terminated, the Parties expressly agree that this Settlement Agreement and its contents, and any and all statements, negotiations, documents, and discussions associated with it, are not and shall not be deemed or construed to be an admission of liability by any Party.

28) No Third-Party Beneficiaries. No provision of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not CHA, Plaintiffs, a member of the Settlement Class, or Plaintiffs' Counsel, or is not otherwise specified herein.

29) No Party is the Drafter. None of the Parties hereto shall be considered to be the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

30) Amendment and Waiver. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties, and the waiver of any rights conferred hereunder shall be effective only if made by written instrument of the waiving Party. The waiver by any Party of any particular breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement. This Settlement Agreement does not waive or otherwise limit the Parties' rights and remedies for any breach of this Settlement Agreement. Any breach of this Settlement Agreement may result in irreparable damage to a Party for which such Party will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Parties acknowledge and agree that the Parties may immediately seek enforcement of this Settlement Agreement by means of specific performance or injunction, without the requirement of posting a bond or other security.

31) Execution in Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile or Electronic Mail signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Settlement Agreement and filed with the Court.

32) Integrated Agreement. This Settlement Agreement (including all Exhibits) comprises the entire, complete, and integrated agreement between the Parties, and supersedes all prior and contemporaneous undertakings, communications, representations, understandings, negotiations, and discussions, either oral or written, between the Parties. The Parties agree that this Settlement Agreement may be modified only by a written instrument signed by the Parties and that no Party will assert any claim against another based on any alleged agreement affecting or relating to the terms of this Settlement Agreement not in writing and signed by the Parties. Notwithstanding the foregoing, the Parties agree that the Parties' confidential term sheet agreement, which shall be provided to the Court through a filing under seal, more fully sets forth the right, referenced in Paragraph 17 herein above, of CHA to withdraw from, and be fully reimbursed any monies CHA or its insurers paid under, this Settlement Agreement under the circumstances set forth therein.

33) Voluntary Settlement. The Parties agree that this Settlement Agreement was negotiated in good faith by the Parties, and reflects a settlement that was reached voluntarily after consultation with competent counsel and the participation of a neutral mediator, and no Party has entered this Settlement Agreement as the result of any coercion or duress.

34) Confidentiality. The Parties agree to continue to maintain the confidentiality of all settlement discussions, and materials, including but not limited to confidential term sheets,

exchanged during the settlement negotiation. The Parties further agree to keep the fact of settlement (and any related details) confidential until the earlier of (a) the motion for Preliminary Approval, or (b) the Parties' mutual agreement that such information can be disclosed and to whom such information can be disclosed. In addition, the existence and terms of this Settlement Agreement and the settlement contemplated herein shall be kept confidential, except (a) for purposes of obtaining Preliminary Approval and Final Approval by the Court, which is expected to include public filing of this Settlement Agreement; (b) for purposes of providing notice to members of the Settlement Class; (c) as otherwise required by law (including any applicable court order) or regulation or administrative guidance, request, ruling or proceeding or stock exchange rule and as necessary to prepare tax, securities, and other required documents and disclosure; or (d) to enforce this Settlement Agreement. Notwithstanding anything in this paragraph, the terms of cooperation by CHA are to be kept confidential except as provided in Paragraph 9 of this Agreement.

IN WITNESS WHEREOF, the Parties, individually or through their duly authorized representatives, enter into this Settlement Agreement on the dates noted below.

1-25-25

Date

1/2/25

Date

2/12/2025

Date

Tammy L. Basinger

Tammy L. Basinger (Plaintiff)

Khaylis C. Scott

Khaylis C. Scott (Plaintiff)

BY:

BARRY HALL

Print name

ITS: Interim CEO

Housing Authority of the City of Columbia
(Defendant)