

May 31, 2016

**Via Courier**

Kasim Reed  
Mayor, City of Atlanta  
55 Trinity Avenue  
Suite 2400  
Atlanta, Georgia 30303

**Re: Miguel Southwell**

Dear Mayor Reed:

Miguel Southwell has retained our law firm to represent him in connection with your sudden decision to terminate him from his position as General Manager of the airport via letter dated May 20, 2016. We are initiating an investigation into the matter, and enclose our Open Records Act requests seeking documents and other information we believe to be relevant to the various claims Mr. Southwell may assert with respect to his termination. While we are not yet in a position to discuss a possible resolution, we hope the City will participate in settlement discussions or mediation at the conclusion of our investigation. At this time, I am requesting the City allow Mr. Southwell to clean out his office and retrieve his personal effects. To date, he has been denied this common courtesy. In addition, his final paycheck did not include payment for his accrued vacation (approximately 200 hours), or reimbursable expenses. Please ensure these payments are made.

Here is what we actually know. Mr. Southwell was just named CEO of the Year by the Atlanta Business League, and CEO of the Year at the Georgia Minority Business Awards in March 2016. Last year, the Atlanta Business Chronicle listed Mr. Southwell among Atlanta's top five Most Admired CEO's in the hospitality sector. He is well respected in the industry, and has never been subject to any prior disciplinary action or even a warning about his job performance. He had just closed a lucrative twenty-year contract extension with Delta Air Lines that ensured the cornerstone of the airport would maintain its headquarters in Atlanta for the twenty-year term of the new agreement. (In fact, you boasted of this accomplishment during the May 23 press conference you convened to discuss Mr. Southwell's termination.) Yet, Mr. Southwell was given just thirty minutes to make a major career decision and then "bull rushed" out the door when he refused to resign.

You have publicly stated that the reason for his termination was the long security lines that are adversely impacting several major airports due to heightened security measures put in place by the United States Department of Homeland Security and the record number of passengers traveling. It is well-known that Mr. Southwell was the first General Manager of a major airport to publicly demand that Homeland Security take steps to address this problem and

that his plan to ameliorate the mess caused by the federal government went into effect last week, beginning May 24th. It is inexplicable that you would claim that the long lines at the security check points were the reason for Mr. Southwell's termination when you knew the solution (which was sent to you for review) was days away from implementation. Is it a coincidence that the termination came on the eve of the award of some of the most lucrative contracts in the airport's long and difficult history of patronage-based awards?

Mr. Southwell has provided us with the following facts with respect to your decision to terminate him without prior notice. Please confirm the following:

1) Mr. Southwell was given thirty minutes to choose between resignation with three (3) months' severance and termination, and then terminated by a phone call and a letter follow-up dated May 20, 2016, a copy of which is attached.

2) The reason you have given for termination was the long passenger lines created at the security check points manned by federal agents employed by the Office of Homeland Security following the institution of a higher level of security due to recent acts of terrorism and rapid passenger growth.

3) Last year you made a statement to Mr. Southwell that you thought he went out of his way to be independent of you, provided examples, and also made a statement to the effect that, "You worked in Miami. I thought you knew how things work," that can only be interpreted as a blunt reference to Miami International Airport's own long and difficult history of patronage-based awards.

4) In January 2016, Mr. Southwell urged you to permit the issuance of the Request for Proposal (RFP) for the last remaining large-area food and beverage contract located on Concourse E; the RFP process was initiated by Mr. Southwell in August of 2015, and had been held by the City's Department of Procurement since that time despite the fact that the existing agreements were due to expire in Spring 2016. The RFP was released only after consistent inquiries by Mr. Southwell.

5) Beginning in January 2016, Mr. Southwell's City emails, as well as the emails of all members of his concessions management team, his management assistant and secretary, have been continuously monitored without their permission by persons acting on behalf of the City, including City Attorney Cathy Hampton.

6) Beginning on or about April 1, 2016, Mr. Southwell and his management staff have received direction from senior officials of the City's Procurement Department to take a number of actions that would impact the award of active procurements of concession and construction contracts at Hartsfield Jackson Atlanta International Airport by causing the contracts to be awarded to companies other than the highest-ranked bidder in the procurement process, and those same senior officials represented that these directions were originating from the "second floor" or "the Mayor".



7) After Uber agreed to pay the city of Newark \$10 million, Uber drivers were allowed to operate at the Newark Airport without undergoing a background check that included finger printing. Just prior to Mr. Southwell's termination, several members of your Cabinet, who represented that they have your support, strongly lobbied Mr. Southwell to abandon the legislation he is sponsoring before the City Council to require finger printing as a condition of Uber being granted access to the airport. Instead, they suggested Mr. Southwell reach a "Newark" type agreement with Uber whereby the City literally "sells" passenger security for a large cash payment. Uber is strongly opposed to Mr. Southwell's proposed legislation requiring Uber and other private transportation company drivers to undergo fingerprinting in order to be eligible to operate at Hartsfield Jackson Atlanta International Airport. Despite this, Mr. Southwell steadfastly held to the position that the prominence of Hartsfield and the existing security and terrorism threat to the Airport supports the passage of his aforementioned legislation, even if it prevents the City from obtaining a similar lucrative payout from Uber and other transportation companies. Following his termination, he is no longer an obstacle to the "Newark" type deal you are advocating so that Uber can circumvent the finger printing of its drivers.

This letter constitutes notice that the City of Atlanta (the "City") (and its officers, employees, contractors, agents, representatives and attorneys) is under a legal duty to preserve all documents, tangible things and electronically stored information potentially relevant to the issues in this cause including, without limitation, the documents and communications identified above. The City should anticipate that much of the information subject to disclosure or responsive to discovery in this matter is stored on current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, online repositories, tablet computers, laptop computers, and cell phones).

Electronically stored information (hereinafter "ESI") should be afforded the broadest possible definition and includes (by way of example and not as an exclusive list) potentially relevant information electronically, magnetically or optically stored as:

- Digital communications (e.g., e-mail, voice mail, instant messaging);
- Word processed documents (e.g., Word or WordPerfect documents and drafts);
- Spreadsheets and tables (e.g., Excel or Lotus 123 worksheets);
- Accounting Application Data (e.g., QuickBooks, Money, Peachtree data files);
- Image and Facsimile Files (e.g., .PDF, .TIFF, .JPG, .GIF images);
- Sound Recordings (e.g., .WAV and .MP3 files);
- Video and Animation (e.g., .AVI and .MOV files);
- Databases (e.g., Access, Oracle, SQL Server data, SAP);
- Contact and Relationship Management Data (e.g., Outlook, ACT!);
- Calendar and Diary Application Data (e.g., Outlook PST, Yahoo, blog tools);
- Online Access Data (e.g., Temporary Internet Files, History, Cookies);
- Presentations (e.g., PowerPoint, Corel Presentations)
- Network Access and Server Activity Logs;
- Project Management Application Data;
- Computer Aided Design/Drawing Files; and,

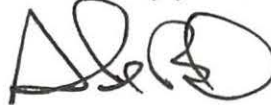
- Back Up and Archival Files (e.g., Zip, .GHO)

ESI resides not only in areas of electronic, magnetic and optical storage media reasonably accessible to the City, but also in areas that the City may deem not reasonably accessible. The City is obliged to preserve potentially relevant evidence from both these sources of ESI, even if it does not anticipate producing such ESI.

The demand that the City preserve both accessible and inaccessible ESI is reasonable and necessary. Pursuant to amendments to the Federal Rules of Civil Procedure, the City will have to identify all sources of ESI that it declines to produce and demonstrate to the court why such sources are not reasonably accessible. For good cause shown, the court may then order production of the ESI, even if it finds that it is not reasonably accessible. Accordingly, even ESI that the City deems reasonably inaccessible must be preserved in the interim so as not to deprive my client of his right to secure the evidence.

Please direct all communications about this matter to me.

Very truly yours,



A. Lee Parks

ALP:kt

Enclosure

cc: Miguel Southwell (Via Email)