

SETTLEMENT AGREEMENT AND RELEASE

This release between The Juvenile Assessment Center ("JAC" or "Employer") and LaDonna Ingram ("Ingram" or "Employee") is being entered into in connection with a charge of discrimination filed with the Equal Employment Opportunity Commission, Charge No: 23A-2007-00034C and the Michigan Department of Civil Rights Charge No: 364276.

A. It is understood and agreed by Ingram and JAC that neither the execution of this Agreement nor the settlement of the grievance constitutes an admission of any unlawful act or wrongdoing by Ingram or JAC or any of its officers, agents or employees. JAC reserves the right to continue to deny that it engaged in any unlawful act or the wrongdoing with respect to Ingram.

B. Ingram recognizing the costs and uncertainties of litigation, without any admission of liability desires to settle with finality all claims and demands she asserted or which she might have asserted arising out of her employment relationship between JAC and any and all employees, independent contractors, agents, directors and/or officers of JAC.

In consideration of the promises and covenants between JAC and Ingram as set forth below in full and complete settlement of the above described charges of discrimination, it is agreed between Ingram and JAC as follows:

1. Ingram agrees to withdraw her charges of discrimination filed with Equal Employment Opportunity Commission, Charge No. 23A-2007-00034C and the Michigan Department of Civil Rights Charge No: 364276.

2. After the expiration of seven days following Ingram's execution of this Agreement, so long as Ingram has not revoked this agreement JAC will pay Ingram: One Thousand Three Hundred and Eighty-One Dollars and Ninety-Six Cents (\$1381.96), less

applicable withholdings. Ingram acknowledges and agrees that JAC shall have no liability whatsoever for any claim or action arising out of Ingram's liability for taxes (if any), on the settlement proceeds. Furthermore, Ingram agrees to indemnify and hold JAC harmless from all liability, loss, damage, claim or action including any expenses and costs reasonably incurred in defense of any claim in the event that it is determined that Ingram failed to make any appropriate tax payment. If the Internal Revenue Service or any other United States governmental agency determines that withholdings were not properly made, Ingram agrees to indemnify JAC for any penalties, interest or payments, not to exceed the net total received by Ingram from JAC.

3. Ingram, for herself, her heirs, agents, personal representatives and assigns, release and discharge JAC, and all past and present stockholders, directors, officers, employees, agents, affiliates, subsidiaries, attorneys, successors and assigns, from any and all claims or actions and causes of action, suits, debts, complaints, grievances, liabilities, obligations, and expenses, controversies and damages of every nature and description, whether in law or equity, including legal expenses, legal costs, and attorneys' fees, including, but not limited to claims of any nature under state and federal law, Federal ordinance, or common law (including claims of age, race, color, national origin, sex, height, weight or handicap), harassment, retaliation, express or implied contract claims, intentional or negligent infliction of emotional distress, libel and slander, violation of public policy, rights and claims arising under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act, violation of or claims arising under Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, 42 USC 1981, Americans with Disabilities Act of 1990, Occupational Safety and Health Act of 1970, Employee Retirement Income Security Act of 1974, Michigan Elliott Larsen Civil Rights Act, National Labor Relations Act, failure to promote, claims of lost wages, claims of

wrongful discharge, constructive discharge, any claims based on any written or verbal practice, policy or procedure of JAC, which she claimed, could have claimed, or may claim against JAC and/or Cynthia Smith, and/or Caritan Hasan and/or Tamika Matlock, and/or Crystal Coleman, whether known or unknown, foreseen or unforeseen. Ingram agrees not to institute suit, file any charges or grievances, or otherwise pursue or participate in pursuing any such claims against JAC, its affiliated entities, including and/or subsidiary or parent company, or its past, present or future employees, officers, directors, and agents, under any federal or state statutes or the common law. Ingram understands and agrees that this is a total and complete release of any and all claims and grievances, which she might have against JAC, and/or its past, present or future employees, officers, directors, and agents both known and unknown with respect to her employment up to the date of the execution of this agreement, conditions of employment, compensation, benefits, or any other prerequisite or obligation.

4. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

5. This Agreement contains the entire Agreement of the parties. There are no other understandings or agreements, verbal or otherwise, in relation to this Agreement, between the parties, as expressly stated in this Agreement. Ingram further acknowledges that there is no agreement or understanding pertaining to her conditions of employment and allegations regarding her employment with JAC through the execution of this agreement, pertaining to compensation, benefits, or any other prerequisite or obligation to her except what is set forth in this Agreement.

6. Ingram acknowledges that she has been advised to consult with any attorney of her own choosing before executing this Settlement Agreement.

7. Ingram acknowledges that this Settlement Agreement is written in a manner that permits her to understand all of its terms, that she has read it carefully and that she does in fact understand all of its terms.

8. Ingram agrees that she will not disclose the terms of this Agreement, other than with her attorney. Ingram agrees that neither she nor anyone acting on her behalf will at any time disclose information to anyone about this Agreement. Further, Ingram agrees that she will not make any materially disparaging statements concerning JAC or any of their respective officers, directors or employees. Disclosure of the terms of this Settlement Agreement, proven as being directly or indirectly attributable to Ingram, and/or disparaging remarks, proven as being directly or indirectly attributable to Ingram shall be regarded as a breach of this Agreement, and shall entitle JAC to seek damages for that breach from the court, including costs and reasonable attorney's fees.

9. Ingram agrees that she will direct all employment inquiries to Mr. Cariton Hasan, Human Resources Coordinator, Juvenile Assessment Center, 7310 Woodward Avenue, Ste. 601, Detroit, MI 48202, phone number (313) 896-1444; fax number (313) 896-1466. Juvenile Assessment Center agrees that in the event they are asked to provide employment information regarding Ingram, they will state the title of the position held by her and the dates of employment. If additional information is requested, Juvenile Assessment Center, will decline to answer with the exception that additional information may be provided as required by law, court order, subpoena or statute.

10. Ingram agrees not to seek future employment with JAC, and agrees that JAC, need not employ her, and if JAC declines to employ her, JAC, or any of its employees or agents, shall not be liable for any claims or damages to Employee for any reason whatsoever. Further,

Employee agrees that, if JAC does employ Ingram and subsequently learns of this Agreement, Ingram's employment will be immediately terminated and that she will not be entitled to any damages whatsoever flowing from that employment.

11. Representations And Revocation Rights. Employee represents that she has been advised (and is further advised by this writing prior to execution of this Agreement) that she should consult with an attorney before executing this Agreement. Employee acknowledges that she has been given a period of twenty-one (21) days, by JAC in which to consider this Agreement and that if she signed the Agreement before 21 days elapsed, she did so voluntarily and with the intention of waiving the remainder of such period. The One Thousand Three Hundred and Eighty-One Dollars and Ninety-Six Cents (\$1381.96) payment described in this Agreement exceeds any liquidated and/or undisputed amounts to which Ingram is otherwise entitled from JAC. The Agreement shall not be effective or enforceable for a period of seven (7) days following the date of Ingram's signature below, during which time only, Ingram may revoke this Agreement. Any such revocation shall cancel the Employer's obligations to pay the One Thousand Three Hundred and Eighty-One Dollars and Ninety-Six Cents (\$1381.96) payment. Any such revocation must be in writing, signed by the Employee and delivered via certified mail so as to arrive within such seven (7) days after Employee's signature on the Agreement to Ms. Barbara A. Rohrer, Nemeth Burwell, 200 Talon Centre, Ste. 200, Detroit, MI 48207.

12. If Ingram does not revoke this Agreement within seven days after executing this Agreement, the payment of One Thousand Three Hundred and Eighty-One Dollars and Ninety-Six Cents (\$1381.96) less applicable withholdings will be issued to LaDonna Ingram and

delivered to The Michigan Department of Civil Rights, 3054 W. Grand Blvd., Detroit, Michigan for delivery to Ingram.

I have read this Settlement Agreement and Release, I am entering into it of my own free will and fully understand and agree to its terms.

Dated: 9-16-09

La Donna Ingram
LaDonna Ingram

Witness: Kalvin James

The Juvenile Assessment Center

By: Caitlin Hus

Dated: 09-21-09