

**Exhibit 24 I-Q: Lawsuit Settlement General Releases from the Law Department**

SETTLEMENT AGREEMENT

AND

GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2000, by and between [REDACTED], an individual of full age (hereinafter referred to as "Plaintiff"), and the City of Detroit, a municipal corporation, its attorneys, agents, servants, employees, contractors, officials, officers, successors and assigns (hereinafter referred to collectively as "the City.") The parties to this Agreement acknowledge the following set of facts:

A) Plaintiff filed a Complaint against the City which was identified as Case No. [REDACTED] in the Wayne County Circuit Court, generally alleging that Plaintiff was subjected to sexual harassment.

B) The City answered the Lawsuit, denying that its conduct with respect to and the treatment of Plaintiff was in any way wrongful or in violation of the law, but rather that Plaintiff was properly treated and the City continues by this Agreement its denial that its conduct has been in any way wrongful or in violation of the law;

C) Plaintiff and the City have expressed an interest in settling and not proceeding further with the Lawsuit to avoid the expense and inconvenience of further litigation, and all parties have indicated that further litigation is no longer



upon breaches of the terms of this Agreement, she will forever release and refrain from prosecuting or commencing any action, suit, charge, claim, grievance, or cause of action in law, equity, or in an administrative proceeding against the City based upon any facts existing from the beginning of time, until the date of the signing of this Agreement, or the effects thereof, including but not limited to all actions, suits, charges, grievances, claims, causes of action, or administrative proceedings for wrongful discharge, breach of contract, breach of implied contract, breach of the covenant of good faith and fair dealing, tortious interference with contract or business relationship, promissory estoppel, violation of the penal statutes, violation of the Bullard-Plawecki Act, intentional infliction of emotional distress, negligence, defamation, retaliatory discharge, discrimination in any form, violation of Michigan or Federal civil rights statutes, violation of Michigan or Federal constitutional provisions, and any other possible claims.

3. Plaintiff shall take whatever steps that are necessary to cause the Lawsuit to be dismissed with prejudice and without costs, attorney fees, or interest chargeable to any party, and she does hereby authorize his attorney to sign and have entered an Order of Dismissal With Prejudice for that purpose.

4. This Agreement does not constitute an admission by the City of any wrongful conduct or violation of law. No part of this Agreement, or any actions of the City in settling this matter shall be considered or constitute an admission by the City of any of the facts alleged by Plaintiff or of any wrongful conduct or violation of law.



IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement and General Release as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

IN THE PRESENCE OF;

For Plaintiff:

\_\_\_\_\_  
[REDACTED]  
Plaintiff

SSN:

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Michael A. Rataj  
Attorney for Plaintiff  
Detroit, MI 48226  
\_\_\_\_\_  
SSN or Federal ID No.

For Defendant City of Detroit:

\_\_\_\_\_

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further litigation, and all parties have indicated that further litigation is no longer desired nor warranted; therefore, the parties agree as follows:

1. In consideration for Plaintiff's promise to generally release the City from all liability as set forth in paragraph 2 the City agrees to pay Plaintiff and her attorney Peter Macuga the sum of [REDACTED] in settlement of lawsuit [REDACTED]

2. In consideration of the promises set forth in paragraph 1 hereof, and for good and valuable other consideration, the adequacy of which is hereby acknowledged by Plaintiff, Plaintiff agrees, promises and undertakes the following:

A) Plaintiff hereby for herself, her family, dependents, executors, administrators, and assigns, releases, demises, acquits and forever discharges the City, of and from, any and all causes of action, claims, counterclaims, demands, liabilities, suits, grievances, veteran's preference claims, civil rights claims, contract rights, fringe benefits, covenants, complaints, costs, expenses, compensation, wage supplements, workers compensation, administrative actions, sums of money, attorney fees, damages and rights of any kind and nature whatsoever, in law or equity, now existing by reason of any facts, known or unknown, or the effects thereof, existing from the beginning of time to the date of signing this Agreement. By way of illustration, but without limitation, this Agreement is intended to release and discharge the City from any and all liability, which has arisen or which could have arisen in connection with Wayne County Circuit Court Case No. [REDACTED] or relating in any way to Plaintiff's employment with the City of Detroit.

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B) Plaintiff further hereby covenants, except for actions or suits based upon breaches of the terms of this Agreement, she will forever release and refrain from prosecuting or commencing any action, suit, charge, claim, grievance, or cause of action in law, equity, or in an administrative proceeding against the City based upon any facts existing from the beginning of time, until the date of the signing of this Agreement, or the effects thereof, including but not limited to all actions, suits, charges, grievances, claims, causes of action, or administrative proceedings for wrongful discharge, breach of contract, breach of implied contract, breach of the covenant of good faith and fair dealing, tortious interference with contract or business relationship, promissory estoppel, violation of the penal statutes, violation of the Bullard-Plawecki Act, intentional infliction of emotional distress, negligence, defamation, retaliatory discharge, discrimination in any form, violation of Michigan or Federal civil rights statutes, violation of Michigan or Federal constitutional provisions, and any other possible claims.

3. Plaintiff shall take whatever steps that are necessary to cause the Lawsuit to be dismissed with prejudice and without costs, attorney fees, or interest chargeable to any party, and she does hereby authorize his attorney to sign and have entered an Order of Dismissal With Prejudice for that purpose.

4. This Agreement does not constitute an admission by the City of any wrongful conduct or violation of law. No part of this Agreement, or any actions of the City in settling this matter shall be considered or constitute an admission by the City of any of the facts alleged by Plaintiff

or of any wrongful conduct or violation of law.

5. The parties agree that they will maintain the settlement and all facts and circumstances regarding this litigation in the strictest confidence and will not disclose, communicate, make known, or divulge either directly or indirectly to any agency or person other than a spouse or tax preparer any information relating to this litigation or the settlement thereof unless compelled to do so by law. The parties understand that this matter will be considered by City Council at a public meeting which shall not constitute a violation of this provision.

6. The Plaintiff and the City have cooperated in the preparation of this Agreement and hence it shall not be interpreted or construed against or in favor of any party by virtue of the identity, interest, or affiliation of its preparer.

7. All parties acknowledge that they have read and understand the contents of this Agreement. The parties represent and acknowledge that each has fully discussed the settlement and this Agreement with their respective attorneys, and have been fully advised of the legal consequences of this agreement and the documents effecting the settlement. All parties acknowledge that no person or entity has made any representation which has not been stated in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement and General Release as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

IN THE PRESENCE OF;

For Plaintiff:

\_\_\_\_\_  
Plaintiff

SSN:

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Peter Macuga  
Attorney for Plaintiff  
Detroit, MI 48226

\_\_\_\_\_  
SSN or Federal ID No.

For Defendant City of Detroit:

\_\_\_\_\_

000284

**CONFIDENTIAL RELEASE OF CLAIMS  
AND SETTLEMENT AGREEMENT**

THIS CONFIDENTIAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement" or "Confidential Release") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between [REDACTED], for and on behalf of herself, her agents, attorneys, administrators, representatives, heirs, beneficiaries, successors and assigns (hereinafter referred to as [REDACTED]), the CITY OF DETROIT, all of its officers, officials, agents, employees, appointees, divisions, departments, sections, servants, representatives, funding units, successors and assigns, and all related or affiliated corporations, associations, partnerships and subsidiaries (all hereinafter collectively referred to as the "CITY").

1. This Agreement does not constitute an admission by the CITY of any wrongful conduct or violation of law. No part of this Agreement nor any actions of the CITY in settling this matter shall be considered nor constitute an admission by the CITY of any wrongful conduct or violation of law nor any facts alleged by [REDACTED]

2. For and in consideration of [REDACTED] promises, agreements and undertakings set forth throughout this Agreement, the CITY will pay [REDACTED] [REDACTED] Dollars through the City of Detroit Finance Department payable to [REDACTED] and her attorneys, Levine, Benjamin, Tushman, Bratt, Jerris & Stein, P.C., following the execution of a Stipulation to Order of Dismissal with prejudice and without costs of Wayne County Circuit Court Case No. [REDACTED]

3. For and in consideration of [REDACTED] promises, agreements and undertakings set forth throughout this Agreement, the CITY will restore to [REDACTED] sick leave bank with [REDACTED]

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the Detroit Police Department, a maximum of three and one-half (3 ½) months sick time.

4. [REDACTED] agrees to indemnify and hold the CITY harmless from any federal, state or local claims for taxes due as a result of the above-referenced payments to her.

5. For the above-referenced consideration, [REDACTED] hereby releases, acquits and forever discharges the CITY OF DETROIT, of and from any and all manner of actions, charge, grievance, causes of action, claims and demands whatsoever, whether known or unknown, foreseen or unforeseen, suspected or unsuspected in law or in equity, and of and from all manner of suits, debts, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, costs, injuries, wages, benefits, contributions, compensations, and other rights whatsoever which she had, or which she or her heirs, executors, administrators, representatives, successors or assigns have or hereafter may have, upon or by reason of any matter, cause of thing whatsoever, which has occurred prior to the date of this Confidential Release of Claims and Settlement Agreement, including, but not limited to, any claims for costs or attorney fees, lost wages, claims under the statutes, court rules, common law or otherwise of the State of Michigan or United States including but not limited to the Michigan Constitution, the United States Constitution, 28 U.S.C. § 1983, the Civil Rights Attorneys Fees Act of 1976, as amended, the American with Disabilities Civil Rights Act, Persons with Disabilities Civil Rights Act, Title VII of the Civil Rights Act, Michigan Elliott Larsen Civil Rights Act, Whistleblower's Protection Act, Breach of Contract, Intentional Infliction of Emotional Distress, wrongful discharge, constructive discharge, retaliation, and all other claims which might have been asserted prior to the date of this Confidential Release of Claims and Settlement Agreement.

6. It is agreed that each party will bear its own costs and attorneys' fees.

7. [REDACTED] declares that in entering into the Confidential Release, she has consulted with her attorney with respect to the meaning and consequences hereof, and that in entering into the Confidential Release, she has relied wholly upon her own judgment, belief and knowledge, and signs the same by her own free act understanding that it is a general unconditional release with respect to all claims of any kind against the CITY, and any other persons, parties and/or entities hereby released.

8. CITY and [REDACTED] agree that the terms and conditions of this Confidential Release of Claims and Settlement Agreement, to the extent permitted by law, shall remain confidential.

9. It is further understood and agreed that the Confidential Release constitutes the entire agreement between the parties hereto and that no amendment, deletion, addition, modification or waiver of any provision of the Confidential Release shall be binding or enforceable unless in writing and signed by all of the parties hereto.

10. It is further understood and agreed that the Confidential Release shall be governed by the laws of the State of Michigan. The parties hereto further agree that if, for any reason, any provision herein is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

11. [REDACTED] acknowledges that she has had sufficient time to review this Agreement and has carefully read and understands all of its provisions and the terms and conditions set forth herein. [REDACTED] further acknowledges that she has had the full opportunity to consult with her attorney regarding its terms. Finally, [REDACTED] acknowledges that she is knowingly and voluntarily signing this Agreement with full knowledge of its terms.

12. [REDACTED] acknowledges that she fully understands and agrees that this Agreement may be pleaded by the CITY as a complete defense to any claim or entitlement which hereafter may be asserted by [REDACTED] or other persons or agencies on her behalf in any suit or claim against the CITY for or on account of any matter or thing whatsoever arising out of [REDACTED] employment with the CITY.

13. Breach of any of the provisions of this Agreement shall be deemed a material breach of this Agreement and entitle the CITY to file an action to recover all monies paid to [REDACTED] and her attorney under the terms of this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

15. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in the Agreement are of no force or effect.

**[REDACTED] ACKNOWLEDGES THAT SHE HAS READ THE TERMS OF THIS AGREEMENT, THAT SHE HAS CONSULTED WITH HER ATTORNEY WHO HAS READ AND EXPLAINED TO HER THE TERMS OF THIS AGREEMENT. THAT WITH FULL UNDERSTANDING OF ALL OF THE TERMS OF THIS**

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AGREEMENT, [REDACTED] VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE SIGNIFICANCE AND CONSEQUENCES OF THIS AGREEMENT AGREES TO BE SO BOUND.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Greg M. Liepshutz (P37573)  
Attorney for [REDACTED]

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Dara M. Chenevert (P51283)  
Attorney for City of Detroit

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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[REDACTED]

Plaintiff,

vs.

Case No. [REDACTED]  
Judge Robert Ziolkowski

[REDACTED],  
[REDACTED],  
[REDACTED],  
[REDACTED]

[REDACTED], and  
CITY OF DETROIT, jointly and severally,

John C. Boufford (P55313)  
BOUFFORD LAW, P.C.  
Attorney for Plaintiff  
39533 Woodward Avenue, Ste. 170  
Bloomfield Hills, Michigan 48304  
(248) 594-2244

Andrew Jarvis (P59191)  
CITY OF DETROIT LAW DEPARTMENT  
Attorney for Defendant  
660 Woodward Avenue, Ste. 1650  
Detroit, Michigan 48226  
(313) 237-5038

SETTLEMENT AGREEMENT AND FULL  
AND COMPLETE RELEASE OF LIABILITY

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between: [REDACTED] and the City of Detroit, and all employees and agents of the City of Detroit, (hereinafter referred to as the "City").

The parties to the Agreement acknowledge the following set of facts:

1. For and in consideration of the payment of [REDACTED] by the City to [REDACTED] their attorney. Plaintiffs on behalf of himself and herself, his and her family, dependents, executors, administrators, and assigns, hereby releases,

[REDACTED]

demises, acquits and forever discharges the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities) from ANY AND ALL causes of action, suits, grievances, claims and demands whatsoever which Plaintiffs ever had or now have against the City directly or indirectly for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, all claims alleging breach of contract, and failure to pay past medical expenses.

2. Plaintiffs understand and agree that this is a total and complete release by each, of ANY AND ALL claims which he and she have against the City, even though there may be facts and consequences of facts which are unknown to Plaintiffs or the City.
3. The City has answered the above recited lawsuit, denying that its conduct was in any way wrongful or in violation of the law, but rather that its policy and treatment of Plaintiff(s) was proper and the City continues by this Agreement its denial that its conduct has been in any way wrongful or in violation of any law or statute and all claims made by Plaintiff(s) were disputed and this settlement is an attempt to compromise said claims. Plaintiffs agree not to disclose any of the terms of this settlement agreement.
4. Plaintiffs hereby agree that he and she will forthwith request the dismissal with prejudice of any and all complaints and administrative actions he and she may have filed with any court or administrative agency against the City. Plaintiffs specifically acknowledges that they are not entitled to any payment herein until all

actions brought by Plaintiffs or on their behalf are dismissed with prejudice.

5. Plaintiffs acknowledge that they fully understand and agree that this Agreement may be pleaded by the City as a complete defense to any claim or entitlement which hereafter may be asserted by either Plaintiffs or other persons or agencies on their behalf in any suit or claim against the City for or on account of any matter or thing whatsoever arising out of either Plaintiffs allegations contained in the following lawsuit against the City of Detroit: Wayne County Circuit Court Case No. [REDACTED]
6. Plaintiffs acknowledge that they fully understand and agree that in consideration of this settlement Plaintiffs do hereby voluntarily withdraw with prejudice ANY AND ALL causes of action, suits, grievances, claims and demands whatsoever which Plaintiffs ever had or now have against the City directly or indirectly for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, all claims alleging breach of contract, and failure to pay past medical expenses.
7. Plaintiffs acknowledge that they fully understand and agree that in consideration of this settlement Plaintiffs will not participate in ANY AND ALL causes of action, suits, grievances, claims and demands whatsoever which Plaintiffs ever had or now have against the City directly or indirectly for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, all claims alleging breach of contract, and failure to pay past medical expenses.

8. Plaintiffs acknowledge that they fully understand and agree that in consideration of this settlement Plaintiffs will request that his and her collective bargaining representative "union" will henceforth dismiss with prejudice ANY AND ALL causes of action, suits, grievances, claims and demands whatsoever which Plaintiffs ever had or now have against the City directly or indirectly for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, all claims alleging breach of contract, and failure to pay past medical expenses.
9. Confidentiality. The parties may disclose that the lawsuit entitled [REDACTED] [REDACTED] has been settled. [REDACTED] their agents, and representatives agree not to disclose the settlement amount or other settlement terms except to their Attorney, tax advisor, their financial planner or as required by any State or Federal Court. The City may disclose the settlement amount or other settlement terms only to the extent and in the manner required by law.
10. [REDACTED] and the City agree that neither they nor their agents or representatives may disclose the facts or allegations connected with this lawsuit to any radio, magazine, newspaper or media organization or representative, nor will they or their agents or representatives make any public remarks or comments concerning such facts or allegations. The parties further agree that these confidentiality provisions are a material condition of this Agreement & Release and not mere recital.

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11. [REDACTED] and the City agree that neither they nor their agents or representatives may disclose the facts or allegations connected with this lawsuit at any governmental or quasi governmental administrative hearing, arbitration or proceeding of any kind. The parties further agree that these confidentiality provisions are a material condition of this Agreement & Release and not mere recital

12. Breach of any of the provisions of this Agreement shall be deemed a material breach of this Agreement and entitle the City of Detroit to file an action to recover all monies paid to Plaintiff and her attorney under the terms of this Agreement.

ACKNOWLEDGE THAT THEY HAVE READ THE TERMS OF THIS AGREEMENT, THAT THEY HAVE CONSULTED WITH THEIR ATTORNEY, JOHN BUFFORD, WHO HAS READ AND EXPLAINED TO PLAINTIFFS THE TERMS OF THIS AGREEMENT. THAT WITH FULL UNDERSTANDING OF ALL OF THE TERMS OF THIS AGREEMENT, PLAINTIFFS VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE SIGNIFICANCE AND CONSEQUENCES OF THIS AGREEMENT AGREE TO BE SO BOUND.

Dated: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED]

Dated: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED]

Dated: \_\_\_\_\_

\_\_\_\_\_  
John Boufford (P55313)  
Attorney for [REDACTED]

Dated: \_\_\_\_\_

\_\_\_\_\_  
Andrew Jarvis (P59191)  
Attorney for City of Detroit

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Notary Public, Wayne County, MI  
My commission expires: \_\_\_\_\_

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[REDACTED]

SETTLEMENT AGREEMENT  
AND  
GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between [REDACTED], an individual of full age (hereinafter referred to as "Plaintiff"), and the City of Detroit, a municipal corporation, its attorneys, agents, servants, employees, contractors, officials, officers, successors and assigns (hereinafter referred to collectively as "the City"). The parties to this Agreement acknowledge the following set of facts:

A) Plaintiff filed a workers compensation complaint against the City which was identified as File No. [REDACTED] generally alleging occupational injuries, psychiatric injuries and/or diseases sustained as a result of his employment with the City of Detroit.

B) The City answered the complaint, denying that its conduct with respect to and the treatment of Plaintiff was in any way wrongful or in violation of the law, but rather that Plaintiff was properly treated and the City continues by this Agreement its denial that its conduct has been in any way wrongful or in violation of the law;

C) Plaintiff, and the City have expressed an interest in settling and not proceeding further with this workers compensation claim or possible future civil litigation to avoid the expense and inconvenience of that litigation, and all parties have indicated that further litigation is no longer desired nor warranted; therefore, the parties agree as follows:

[REDACTED]

000295

1. In consideration of Plaintiff's promise to generally release the City from all liability as set forth in paragraph 2, the City agrees to pay Plaintiff the amount of [REDACTED] in settlement of his Workers' Compensation Complaint and shall pay to his attorney, Michael L. Pitt, [REDACTED] as attorney fees for representation in any and all other litigation arising from the same set of facts and circumstances as set forth in Plaintiff's Workers' Compensation Complaint and as stated in correspondence to the City of Detroit.

2. In consideration of the promises set forth in paragraph 1 hereof, and for good and valuable other consideration, the adequacy of which is hereby acknowledged by Plaintiff, Plaintiff agrees, promises and undertakes the following:

A) Plaintiff hereby for himself, his family, dependents, executors, administrators, and assigns, releases, demises, acquits and forever discharges the City of and from, any and all causes of action, claims, counterclaims, demands, liabilities, suits, grievances, veteran's preference claims, civil rights claims, contract rights, fringe benefits, covenants, complaints, costs, expenses, compensation, wage supplements, workers compensation, administrative actions, sums of money, attorney fees, damages and rights of any kind and nature whatsoever, in law or equity, now existing by reason of any facts, known or unknown, or the effects thereof, existing from the beginning of time to the date of signing this Agreement, which has arisen or which could have arisen in connection with the claims alleged in his Workers Compensation File No. [REDACTED] relating to Plaintiff's employment with the City of Detroit.

B) Plaintiff further hereby covenants, except for actions or suits based

upon breaches of the terms of this Agreement, he will forever release and refrain from prosecuting or commencing any action, suit, charge, claim, grievance, or cause of action in law, equity, or in an administrative proceeding against the City based upon any facts existing from the beginning of time, until the date of the signing of this Agreement, or the effects thereof, including but not limited to all actions, suits, charges, grievances, claims, causes of action, or administrative proceedings for wrongful discharge, breach of contract, breach of implied contract, breach of the covenant of good faith and fair dealing, tortious interference with contract or business relationship, promissory estoppel, violation of the penal statutes, violation of the Bullard-Plawecki Act, intentional infliction of emotional distress, negligence, defamation, retaliatory discharge, discrimination in any form, violation of Michigan or Federal civil rights statutes, violation of Michigan or Federal constitutional provisions, and any other possible claims.

3. This Agreement does not constitute an admission by the City of any wrongful conduct or violation of law. No part of this Agreement, or any actions of the City in settling this matter shall be considered or constitute an admission by the City of any of the facts alleged by Plaintiff or of any wrongful conduct or violation of law.

4. The parties agree that they will maintain the settlement and all facts and circumstances regarding this litigation in the strictest confidence and will not disclose, communicate, make known, or divulge either directly or indirectly to any agency or person other than a spouse, attorney or tax preparer any information relating to the settlement thereof unless compelled to do

so by law. The parties understand that this matter will be considered by City Council at a public meeting which shall not constitute a violation of this provision.

5. The Plaintiff, and the City have cooperated in the preparation of this Agreement and hence it shall not be interpreted or construed against or in favor of any party by virtue of the identity, interest, or affiliation of its preparer.

6. All parties acknowledge that they have read and understand the contents of this Agreement. The parties represent and acknowledge that each has fully discussed the settlement and this Agreement with their respective attorneys, and have been fully advised of the legal consequences of this agreement and the documents effecting the settlement. All parties acknowledge that no person or entity has made any representation which has not been stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement and General Release as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

**IN THE PRESENCE OF;**

**For Plaintiff:**

\_\_\_\_\_  
Plaintiff

SSN:

\_\_\_\_\_  
Michael L. Pitt  
Attorney for Plaintiff  
Detroit, MI 48226

Federal ID No.

\_\_\_\_\_  
Richard L. Warsh  
Attorney for Plaintiff

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2000

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_

For Defendant City of Detroit:

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SETTLEMENT AGREEMENT

AND

GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2003, by and between [REDACTED], an individual of full age (hereinafter referred to as "Plaintiff"), and the City of Detroit, a municipal corporation, its attorneys, agents, servants, employees, contractors, officials, officers, successors and assigns and its individually named defendants (hereinafter referred to collectively as "the City"). The parties to this Agreement acknowledge the following set of facts:

A) Plaintiff filed a Complaint against the City which was identified as Case No. [REDACTED] in the Wayne County Circuit Court, generally alleging that Plaintiff was subjected to sexual harassment.

B) The City answered the Lawsuit, denying that their conduct with respect to and the treatment of Plaintiff was in any way wrongful or in violation of the law, but rather that Plaintiff was properly treated and the City continue by this Agreement the denial that its conduct has been in any way wrongful or in violation of the law;

C) Plaintiff and the City have expressed an interest in settling and not proceeding further with the Lawsuit to avoid the expense and inconvenience of further litigation, and all parties have indicated that further litigation is no longer desired nor warranted; therefore, the parties agree as follows:

[REDACTED]

000300

1. In consideration for Plaintiff's promise to generally release the City from all liability as set forth in paragraph 2 the City agrees to pay Plaintiff and her attorney Mary Kay Norton the sum of [REDACTED] in settlement of lawsuit [REDACTED]. Additionally, the City agrees to redeem Plaintiff's worker's compensation case in the amount of [REDACTED].

2. In consideration of the promises set forth in paragraph 1 hereof, and for good and valuable other consideration, the adequacy of which is hereby acknowledged by Plaintiff, Plaintiff agrees, promises and undertakes the following:

A) Plaintiff hereby for herself, her family, dependents, executors, administrators, and assigns, releases, demises, acquits and forever discharges the City, of and from, any and all causes of action, claims, counterclaims, demands, liabilities, suits, grievances, veteran's preference claims, civil rights claims, contract rights, fringe benefits, covenants, complaints, costs, expenses, compensation, wage supplements, workers compensation, administrative actions, sums of money, attorney fees, damages and rights of any kind and nature whatsoever, in law or equity, now existing by reason of any facts, known or unknown, or the effects thereof, existing from the beginning of time to the date of signing this Agreement, which has arisen or which could have arisen in connection with Wayne County Circuit Court Case No. [REDACTED] relating to Plaintiff's employment with the City of Detroit.

B) Plaintiff further hereby covenants, except for actions or suits based upon breaches of the terms of this Agreement, she will forever release and refrain from prosecuting or commencing any action, suit, charge, claim, grievance, or

[REDACTED]

cause of action in law, equity, or in an administrative proceeding against the City based upon any facts existing from the beginning of time, until the date of the signing of this Agreement, or the effects thereof, including but not limited to all actions, suits, charges, grievances, claims, causes of action, or administrative proceedings for Civil Rights defamation and tortious interference with a business relationship, sexual harassment, promissory estoppel, violation of the penal statutes, violation of the Bullard-Plawecki Act, intentional infliction of emotional distress, negligence, defamation, retaliatory discharge, discrimination in any form, violation of Michigan or Federal civil rights statutes, violation of Michigan or Federal constitutional provisions, and any other possible claims.

3. Plaintiff shall take whatever steps that are necessary to cause the Lawsuit to be dismissed with prejudice and without costs, attorney fees, or interest chargeable to any party, and she does hereby authorize her attorney to sign and have entered an Order of Dismissal With Prejudice for that purpose.

4. This Agreement does not constitute an admission by the City of any wrongful conduct or violation of law. No part of this Agreement, or any actions of the City in settling this matter shall be considered or constitute an admission by the City of any of the facts alleged by Plaintiff or of any wrongful conduct or violation of law.

5. The parties agree that they will maintain the settlement and all facts and circumstances regarding this litigation in the strictest confidence and will not disclose, communicate, make known, or divulge either directly or indirectly to any agency or person other than a spouse, attorney or tax preparer any information relating to the settlement thereof unless compelled to do

[REDACTED]

so by law. The parties understand that this matter will be considered by City Council at a public meeting which shall not constitute a violation of this provision.

6. The Plaintiff and the City have cooperated in the preparation of this Agreement and hence it shall not be interpreted or construed against or in favor of any party by virtue of the identity, interest, or affiliation of its preparer.

7. All parties acknowledge that they have read and understand the contents of this Agreement. The parties represent and acknowledge that each has fully discussed the settlement and this Agreement with their respective attorneys, and have been fully advised of the legal consequences of this agreement and the documents effecting the settlement. All parties acknowledge that no person or entity has made any representation which has not been stated in this Agreement.

000303

IN WITNESS WHEREOF, the parties hereto have signed this Settlement Agreement and General Release as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

IN THE PRESENCE OF:

For Plaintiff:

\_\_\_\_\_  
Plaintiff

SSN: \_\_\_\_\_

\_\_\_\_\_  
MARY KATHERINE NORTON,  
Attorney for Plaintiff  
1000 Farmer Street  
Detroit, Michigan 48226  
Federal ID No. \_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

For Defendant City of Detroit:

\_\_\_\_\_  
Valerie A. Colbert-Osamuede  
Chief Assistant Corporation Counsel

000304

\_\_\_\_\_

## CONFIDENTIAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

For value received, the City of Detroit ("City") and [REDACTED] mutually agree as follows:

1. Termination. Subject to the express provisions of paragraph eight of this Agreement & Release, all employment and other agreements, contracts, commitments and understandings, between the City and [REDACTED] whether written, oral or otherwise, are terminated and void as of the date this Agreement & Release is executed.

2. Consideration. In consideration of the release, covenant not to sue, and other promises made by [REDACTED] in this Agreement & Release, and in full accord, satisfaction and discharge of any and all obligations, agreements, contracts, commitments, understandings, or otherwise, the City agrees to pay [REDACTED] a lump sum of [REDACTED] (in a check made payable to [REDACTED] and his attorney in a manner and form which is agreed), which shall be in full settlement of all claims and demands for damages, including those claims which were brought, or could have been brought in the titled actions: [REDACTED], Wayne County Circuit Court.

It is understood and agreed that the lump sum payment is good and valuable consideration for the Agreement & Release and does not constitute monies to which [REDACTED] is otherwise entitled as part of his prior employment with the City. [REDACTED] acknowledges that, prior to executing this Agreement & Release, he has received all monies and benefits to which he was entitled as part of his employment with the City and attests that no such monies and benefits are owed to him.

3. Release by [REDACTED]. In consideration of the lump sum payment specified in paragraph

[REDACTED]  
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2, [REDACTED] on behalf of himself, his legal heirs, legal representatives and assigns, fully releases and forever discharges the City, its departments, divisions, agencies, boards, officials appointees, supervisors, agents, and employees, as well as each and every named defendant in the [REDACTED] lawsuits, ("the Released Parties") from all actions, causes of action, claims, demands, compensatory, exemplary, statutory and punitive damages, costs, suits, fees, contracts, controversies, agreements, promises, judgments, damages and liability, and any and all consequential damages whatsoever, in law or equity, which against the Released Parties, [REDACTED] individually or in any representative capacity, had, now has or may or shall have by reason of any matter, act, representation, cause or thing of any conceivable kind or character whatsoever, and which have occurred up to the effective date of this Agreement & Release, including specifically, but not by way of limitation, any and all claims of discrimination, harassment, assault and battery, negligence and gross negligence, intentional infliction of emotional distress, wrongful discharge, breach of contract, fraud, promissory estoppel, misrepresentation, retaliation, all claims under or in connection with the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1983, 42 U.S.C. § 1985, the Americans with Disabilities Act (ADA), the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Act, the Detroit City Charter, the Detroit City Code, the City of Detroit Civil Service Rules, Resolutions of Detroit City Council, collective bargaining agreements between the City and any union of which [REDACTED] may have been a member, and other Michigan and federal statutes and the common law of the State of Michigan and the United States, actions based on tort, public policy, defamation, or injuries incurred on the job or incurred as a result of loss of employment, and any and all claims

and demands of every conceivable kind based upon or in connection with or involving [REDACTED] employment and the termination of his employment with the City.

4. Waiver of Rights To Sue or Proceed. In further consideration, [REDACTED], on behalf of himself, his heirs, legal representatives, and assigns, covenants with the Released Parties that he will not sue, arbitrate, or proceed in any manner, whether at law or in equity, against any or all of them, for or an account of any claims of any nature whatsoever, including but not limited to any claim for injuries or compensatory, exemplary, statutory or punitive damages as a result of the events arising out of or relating in any way to [REDACTED] employment the termination of [REDACTED] employment with the City or post-termination events up to and including the termination date.

5. Not Income. The parties understand and agree that no part of the payment of [REDACTED] [REDACTED] referred to in paragraph 2 is dismissal, severance pay, back pay or wages, but is paid in compromise of all state law claims for damages for emotional distress, including actions based in tort, which were or could have been raised in lawsuit, whether compensatory, statutory, exemplary or punitive. It is further understood and agreed a Form 1099 shall be issued to [REDACTED] reflecting the City's lump sum payment of [REDACTED]

6. Indemnification by [REDACTED] In further receipt of the lump sum payment referred to in paragraph 2, [REDACTED] agrees to indemnify the Released Parties, their agents and any employees for any fines, assessments, penalties or interest imposed by the Internal Revenue Service or by the State of Michigan or by any taxing agency or tribunal as a result of the City's failure to withhold taxes on the lump sum payment referred to in paragraph 2 or any portion thereof, should it be determined that the lump sum payment or any portion thereof constitutes income to [REDACTED]. In addition, [REDACTED] covenants and agrees to pay any income taxes, social security taxes, fines,

[REDACTED]

assessments, penalties or interest which may be determined to be due in connection with the payment of the lump sum or any portion thereof.

7. Complete Defense. In further consideration, [REDACTED] and the City covenant and agree that the Agreement & Release may be pleaded as a full and complete defense to, and may be used as an injunction against any action, suit, grievance, or any other proceeding which may be instituted, prosecuted or attempted by [REDACTED] his heirs, legal representatives, or assigns.

8. Waiver of Reinstatement and Reemployment. [REDACTED] expressly waives recall and/or reinstatement to any position with the Released Parties, and [REDACTED] represents, covenants, and agrees that he will not in the future seek or apply for employment, recall, re-employment or reinstatement with the City of any of the Released Parties in any capacity.

9. Confidentiality. The parties may disclose that the lawsuit entitled [REDACTED] [REDACTED], has been settled. However, [REDACTED], his agents, and representatives agree not to disclose the settlement amount or other settlement terms except to his tax advisor, his financial planner, his spouse and his attorney. The City may disclose the settlement amount or other settlement terms only to the extent and in the manner required by law.

[REDACTED] and the City agree that neither they nor their agents or representatives may disclose the facts or allegations connected with this lawsuit to any radio, magazine, newspaper or media organization or representative, nor will they or their agents or representatives make any public remarks or comments concerning such facts or allegations. The parties further agree that these confidentiality provisions are a material condition of this Agreement & Release and not mere recital.

10. Purpose and Intent. [REDACTED] understands and agrees that this Agreement & Release

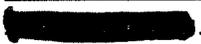
[REDACTED]



accordance with the laws of the State of Michigan. If any provision of this Agreement & Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision and shall be construed as if such invalid and/or unenforceability provision had not been contained.

 has executed this Agreement & Release this \_\_\_\_\_ day of \_\_\_\_\_, 2006

I have read the Agreement & Release and agree to be bound by its contents.

\_\_\_\_\_  


Subscribed and sworn to before me  
this \_\_\_\_\_ day of December 2006.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission expires: \_\_\_\_\_

CITY OF DETROIT

By: \_\_\_\_\_  
Valerie A. Colbert-Osamuede (P42506)  
Chief Assistant Corporation Counsel

000310



UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT  
SOUTHERN DIVISION

[REDACTED]

Plaintiff,

Case No. [REDACTED]

Hon. Anna Diggs Taylor  
Magistrate Judge Mona K. Majzoub

vs.

CITY OF DETROIT, a political subdivision  
of the State of Michigan and the DETROIT  
POLICE DEPARTMENT,

Defendant.

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JOEL B. SKLAR (P38338)  
Attorney for Plaintiff  
1300 Ford Building  
615 Griswold  
Detroit, Michigan 48226  
(313) 963-3377

VALERIE A. COLBERT-OSAMUEDE (P42506)  
Attorney for Defendant  
1650 First National Building  
660 Woodward Avenue  
Detroit, Michigan 48226  
(313) 237-3016

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**CONFIDENTIAL RELEASE OF CLAIMS  
AND SETTLEMENT AGREEMENT**

THIS CONFIDENTIAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT (hereinafter referred to as the "Agreement" or "Confidential Release") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between [REDACTED] for and on behalf of herself, her agents, attorneys, administrators, representatives, heirs, beneficiaries, successors and assigns (hereinafter referred to as "[REDACTED]"), the CITY OF DETROIT, all of its officers, officials, agents, employees, appointees, divisions, departments, sections, servants, representatives, funding units, successors and assigns, and all related or affiliated corporations, associations, partnerships and subsidiaries (all hereinafter collectively referred to as the "CITY").

1. This Agreement does not constitute an admission by the CITY of any wrongful conduct or violation of law. No part of this Agreement nor any actions of the CITY in settling this matter shall be considered nor constitute an admission by the CITY of any wrongful conduct or violation of law nor any facts alleged by [REDACTED]
2. For and in consideration of [REDACTED] promises, agreements and undertakings set forth throughout this Agreement, the CITY will pay [REDACTED] through the City of Detroit Finance Department payable to [REDACTED] and her attorney, Joel B. Sklar, following the execution of a Stipulation to Order of Dismissal with prejudice and without costs of United States District Court Case No. [REDACTED]. It is understood by all parties that the Detroit City Council must approve the Settlement set forth in paragraph 2 before this agreement becomes final.
3. The City agrees to petition the Detroit Police and Fire Pension Board to award Plaintiff sufficient additional years of service credit to entitle Plaintiff to be vested for pension purposes only.
4. [REDACTED] agrees to indemnify and hold the CITY harmless from any federal, state or local claims for taxes due as a result of the above-referenced payments to her.
5. For the above-referenced consideration, [REDACTED] hereby releases, acquits and forever discharges the CITY OF DETROIT, of and from any and all manner of actions, charge, grievance, causes of action, claims and demands whatsoever, whether known or unknown, foreseen or unforeseen, suspected or unsuspected in law or in equity, and of and from all manner of suits, debts, sums of money, accounts, reckonings,

covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, costs, injuries, wages, benefits, contributions, compensations, and other rights whatsoever which she had, or which she or her heirs, executors, administrators, representatives, successors or assigns have or hereafter may have, upon or by reason of any matter, cause of thing whatsoever, which has occurred prior to the date of this Confidential Release of Claims and Settlement Agreement, including, but not limited to, any claims for costs or attorney fees, lost wages, claims under the statutes, court rules, common law or otherwise of the State of Michigan or United States including but not limited to the Michigan Constitution, the United States Constitution, 28 U.S.C. § 1983, the Civil Rights Attorneys Fees Act of 1976, as amended, the American with Disabilities Civil Rights Act, Persons with Disabilities Civil Rights Act, Title VII of the Civil Rights Act, Michigan Elliott Larsen Civil Rights Act, Whistleblower's Protection Act, Breach of Contract, Intentional Infliction of Emotional Distress, wrongful discharge, constructive discharge, retaliation, and all other claims which might have been asserted prior to the date of this Confidential Release of Claims and Settlement Agreement. Plaintiff will not seek re-employment with the City of Detroit and will not be considered for re-employment with the City of Detroit.

6. It is agreed that each party will bear its own costs and attorneys' fees.
7. [REDACTED] declares that in entering into the Confidential Release, she has consulted with her attorney with respect to the meaning and consequences hereof, and that in entering into the Confidential Release, she has relied wholly upon her own judgment,

belief and knowledge, and signs the same by her own free act understanding that it is a general unconditional release with respect to all claims of any kind against the CITY, and any other persons, parties and/or entities hereby released.

8. During the pendency of this litigation, Plaintiff obtained possession of or access to certain records concerning applicants to the DPD; racial and gender make-ups of the DPD; DPD Internal EEO Complaints and personnel records not used or introduced as evidence in any dispositive proceedings. Plaintiff agrees to return those records to Defendant.
9. The parties agree that they will maintain the settlement and all facts and circumstances regarding this litigation in the strictest of confidence and will not disclose, communicate, make known, or divulge either directly or indirectly to any agency or the media or person other than a spouse, attorney or tax preparer any information relating to the settlement thereof unless compelled to do so by law. Breach of this provision shall be considered a material breach of this agreement. The parties understand that this matter will be considered by City Council at a public meeting and the amount of the settlement published and this shall not constitute a violation of this provision.
10. It is further understood and agreed that the Confidential Release constitutes the entire agreement between the parties hereto and that no amendment, deletion, addition, modification or waiver of any provision of the Confidential Release shall be binding or enforceable unless in writing and signed by all of the parties hereto.

11. It is further understood and agreed that the Confidential Release shall be governed by the laws of the State of Michigan. The parties hereto further agree that if, for any reason, any provision herein is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.
12. ██████████ acknowledges that she has had sufficient time to review this Agreement and has carefully read and understands all of its provisions and the terms and conditions set forth herein. ██████████ further acknowledges that she has had the full opportunity to consult with her attorney regarding its terms. Finally, ██████████ acknowledges that she is knowingly and voluntarily signing this Agreement with full knowledge of its terms.
13. ██████████ acknowledges that she fully understands and agrees that this Agreement may be pleaded by the CITY as a complete defense to any claim or entitlement which hereafter may be asserted by ██████████ or other persons or agencies on her behalf in any suit or claim against the CITY for or on account of any matter or thing whatsoever arising out of ██████████ employment with the CITY.
14. Breach of any of the provisions of this Agreement shall be deemed a material breach of this Agreement and entitle the CITY to file an action to recover all monies paid to ██████████ and her attorney under the terms of this Agreement.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

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16. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in the Agreement are of no force or effect.

**[REDACTED] ACKNOWLEDGES THAT SHE HAS READ THE TERMS OF THIS AGREEMENT, THAT SHE HAS CONSULTED WITH HER ATTORNEY WHO HAS READ AND EXPLAINED TO HER THE TERMS OF THIS AGREEMENT. THAT WITH FULL UNDERSTANDING OF ALL OF THE TERMS OF THIS AGREEMENT, [REDACTED] VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE SIGNIFICANCE AND CONSEQUENCES OF THIS AGREEMENT AGREES TO BE SO BOUND.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED]

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOEL B. SKLAR (P38338)  
[REDACTED]

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission expires: \_\_\_\_\_

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## CONFIDENTIAL RELEASE OF CLAIMS AND SETTLEMENT AGREEMENT

For value received, the City of Detroit ("City") and [REDACTED], mutually agree as follows:

1. Termination. Subject to the express provisions of paragraph eight of this Agreement & Release, all employment and other agreements, contracts, commitments and understandings, between the City and [REDACTED] whether written, oral or otherwise, are terminated and void as of the date this Agreement & Release is executed.

2. Consideration. In consideration of the release, covenant not to sue, and other promises made by [REDACTED] in this Agreement & Release, and in full accord, satisfaction and discharge of any and all obligations, agreements, contracts, commitments, understandings, or otherwise, the City agrees to pay [REDACTED] a lump sum of [REDACTED] (in a check made payable to [REDACTED] and her attorney in a manner and form which is agreed), which shall be in full settlement of all claims and demands for damages, including those claims which were brought, or could have been brought in the titled actions: [REDACTED],

Wayne County Circuit Court

It is understood and agreed that the lump sum payment and annuity is good and valuable consideration for the Agreement & Release and do not constitute monies to which [REDACTED] is otherwise entitled as part of his prior employment with the City. [REDACTED] acknowledges that, prior to executing this Agreement & Release, he has received all monies and benefits to which he was entitled as part of his employment with the City and attests that no such monies and benefits are owed to him.

3. Release by [REDACTED] In consideration of the lump sum payment specified in paragraph 2, [REDACTED], on behalf of herself, her legal heirs, legal representatives and assigns, fully releases and forever discharges the City its departments, divisions, agencies, boards, officials appointees, supervisors, agents, and employees, as well as each and every named defendant in the [REDACTED] lawsuits, ("the Released Parties") from all actions, causes of action, claims, demands, compensatory, exemplary, statutory and punitive damages, costs, suits, fees, contracts, controversies, agreements, promises, judgments, damages and liability, and any and all consequential damages whatsoever, in law or equity, which against the Released Parties, [REDACTED], individually or in any representative capacity, had, now has or may or shall have by reason of any matter, act, representation, cause or thing of any conceivable kind or character whatsoever, and which have occurred up to the effective date of this Agreement & Release, including specifically, but not by way of limitation, any and all claims of discrimination, harassment, assault and battery, negligence and gross negligence, intentional infliction of emotional distress, wrongful discharge, breach of contract, fraud, promissory estoppel, misrepresentation, retaliation, all claims under or in connection with the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, 42 U.S.C. § 1983, 42 U.S.C. § 1985, the Americans with Disabilities Act (ADA), the Michigan Elliott-Larsen Civil Rights Act, the Michigan Handicappers Civil Rights Act, the Detroit City Charter, the Detroit City Code, the City of Detroit Civil Service Rules, Resolutions of Detroit City Council, collective bargaining agreements between the City and any union of which [REDACTED] may have been a member, and other Michigan and federal statutes and the common law of the State of Michigan and the United States, actions based on tort, public policy, defamation, or

injuries incurred on the job or incurred as a result of loss of employment, and any and all claims and demands of every conceivable kind based upon or in connection with or involving [REDACTED] employment and the termination of his employment with the City.

4. Waiver of Rights To Sue or Proceed. In further consideration, [REDACTED], on behalf of herself, her heirs, legal representatives, and assigns, covenants with the Released Parties that she will not sue, arbitrate, or proceed in any manner, whether at law or in equity, against any or all of them, for or an account of any claims of any nature whatsoever, including but not limited to any claim for injuries or compensatory, exemplary, statutory or punitive damages as a result of the events arising out of or relating in any way to Smith's employment the termination of [REDACTED] employment with the City or post-termination events up to and including the termination date.

5. Net Income. The parties understand and agree that no part of the payment of \$ [REDACTED] [REDACTED] referred to in paragraph 2 is dismissal, severance pay, back pay or wages, but is paid in compromise of all state law claims for damages for emotional distress, including actions based in tort, which were or could have been raised in lawsuit, whether compensatory, statutory, exemplary or punitive. It is further understood and agreed a Form 1099 shall be issued to [REDACTED] reflecting the City's lump sum payment of [REDACTED].

6. Indemnification by [REDACTED]. In further receipt of the lump sum payment referred to in paragraph 2, [REDACTED] agrees to indemnify the Released Parties, their agents and any employees for any fines, assessments, penalties or interest imposed by the Internal Revenue Service or by the State of Michigan or by any taxing agency or tribunal as a result of the City's failure to withhold taxes on the lump sum payment referred to in paragraph 2 or any portion thereof, should it be determined that the lump sum payment or any portion thereof constitutes income to [REDACTED].

In addition, [REDACTED] covenants and agrees to pay any income taxes, social security taxes, fines, assessments, penalties or interest which may be determined to be due in connection with the payment of the lump sum or any portion thereof.

7. Complete Defense. In further consideration, [REDACTED] and the City covenant and agree that the Agreement & Release may be pleaded as a full and complete defense to, and may be used as an injunction against any action, suit, grievance, or any other proceeding which may be instituted, prosecuted or attempted by Smith, his heirs, legal representatives, or assigns.

8. Waiver of Reinstatement and Reemployment. [REDACTED] expressly waives recall and/or reinstatement to any position with the Released Parties, and [REDACTED] represents, covenants, and agrees that he will not in the future seek or apply for employment, recall, re-employment or reinstatement with the City of any of the Released Parties in any capacity.

9. Confidentiality. The parties may disclose that the lawsuit entitled [REDACTED], [REDACTED], has been settled. However, [REDACTED] her agents, and representatives agree not to disclose the settlement amount or other settlement terms except to her tax advisor, her financial planner, her spouse and her attorney. The City may disclose the settlement amount or other settlement terms only to the extent and in the manner required by law.

[REDACTED] and the City agree that neither they nor their agents or representatives may disclose the facts or allegations connected with this lawsuit to any radio, magazine, newspaper or media organization or representative, nor will they or their agents or representatives make any public remarks or comments concerning such facts or allegations. The parties further agree that these confidentiality provisions are a material condition of this Agreement & Release and not mere recital.

10. Purpose and Intent. [REDACTED] understands and agrees that this Agreement & Release is entered into for the purpose of avoiding further controversy with respect to any and all past, present, or future claims, demands, actions obligation, damages, fees, interests, losses and expenses of any nature whatsoever arising from or by reason of any matter, act, omission or thing of any kind, whether known or unknown, foreseen or unforeseen, having occurred up to the effective date of this Agreement & Release. The parties intend that this Agreement & Release will irrevocably bar any action or claim whatsoever by [REDACTED] against the Released Parties for any injuries or damages, whether known or unknown, sustained or to be sustained, which have allegedly or actually occurred up to the effective date of their Agreement & Release.

11. Right to Representation. [REDACTED] acknowledges that she has the right to consult with an attorney of her own selection and that she should review the terms of the Agreement & Release with her counsel. [REDACTED] further confirms that she has had a reasonable opportunity to consider the terms of this Agreement & Release, that she has carefully and fully read and reviewed the terms of this Agreement & Release with her attorney, Cary S. McGehee of the law firm Pitt, Dowty, Miret & Palmer, P.C., and is fully aware of the Agreement's contents and legal effects, and that he voluntarily executes this Agreement & Release.

12. Entire Agreement. This Agreement & Release contains the entire agreement of the parties and supercedes all other agreements, written or otherwise. This Agreement & Release cannot be altered or amended, except in writing, which writing must be signed by [REDACTED] and by City's Corporation Counsel or Deputy Corporation Counsel or her designate. In no event shall this Agreement & Release be modified by any oral statements, agreements, commitments or understandings.

13. Choice of Law and Severability. This Agreement & Release shall be interpreted in accordance with the laws of the State of Michigan. If any provision of this Agreement & Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision and shall be construed as if such invalid and/or unenforceability provision had not been contained.

Rogers has executed this Agreement & Release this \_\_\_\_\_ day of \_\_\_\_\_, 2006

I have read the Agreement & Release and agree to be bound by its contents.

\_\_\_\_\_

Subscribed and sworn to before me  
this \_\_\_\_\_ day of January 2006.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission expires: \_\_\_\_\_

CITY OF DETROIT

By: \_\_\_\_\_  
Valerie A. Colbert-Osamuede (P42506)  
Chief Assistant Corporation Counsel

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