

CONFIDENTIAL SETTLEMENT, GENERAL RELEASE, AND WAIVER

The following is a confidential settlement, general release, and waiver ("Agreement"), by and between KELLY DOLLAND ("Employee") and CITY OF FRASER (hereinafter "Employer" and sometimes referred to as "City"), regarding any and all past and present, known and unknown disagreements, claims and disputes (and their future and potential effects that have directly or indirectly arisen or could arise out of Employee's employment relationship with Employer or the conclusion of Employee's employment with Employer.

PRELIMINARY STATEMENT

The Parties wish to provide for a mutually acceptable and orderly conclusion of Employee's employment with Employer and to resolve any and all disagreements, claims and disputes that have arisen or could arise out of Employee's relationship with Employer and the conclusion of her employment, including but not limited to any discussions, representations, or statements which either accompanied or could have accompanied the employment relationship.

Employee agrees and acknowledges that this Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Employer or their agents, employees or successors, or Board members, with respect to any disagreements, claims or damages or any matter whatsoever asserted by Employee, and Employer expressly denies it has done anything wrong or unlawful.

Accordingly, and in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Employment.** The parties agree that the Employee's last day of employment is Friday, January 22, 2021.
 2. **Settlement Terms.** The Parties mutually agree that it is better for them to resolve
-

their differences in this matter than to take the risk of going to trial and, therefore, have agreed as follows:

- a. Employee shall be paid the sum of \$95,000 for economic and non-economic damages. This amount to be paid 21% as W-2 wages and the remainder to be 1099 for non-economic damages
- b. Employee and her husband is to be immediately vested into Employer's medical benefits program with Employee and her husband contributing now and in the future 50% of all expenses incurred in using the medical benefit.
- c. Payment of the above indicated amounts will be made as follows: To Employee the amount of \$13,140.54 shall be for economic damages for which she will receive a W-2, and \$49,433.46 for which she will receive a 1099. Her Attorneys, The Sanders Law Firm, P.C. shall receive a check in the amount of \$32,426.00.
- d. Employee to receive her all outstanding and earned vacation and/or PTO pay from the Employer within 30 days from the execution of this Agreement.
- e. That Employee will testify truthfully in any future litigation (including this one, if we do not settle the other claims) including the Wayne O'Neal's lawsuit, or any other lawsuit that she becomes a witness in or has knowledge about.
- f. Employer and Employee agree to a mutual non-disparagement provision as set forth later in this Agreement.
- g. Employer and Employee agree to the mutual release and waiver of claims as set forth in this Agreement.
- h. Employee agrees that if she becomes employed with another employer that provides for medical coverage and care that she will immediately alert City and discontinuc her medical coverage and care with City during the pendency that she is receiving

medical coverage and care from the subsequent employer. Employee is required to not only inform City of her coverage at subsequent employer, but is also required to inform Employer when such coverage ceases so that her coverage with City starts up again in the event that the Employee wishes it to resume. Coverage will not start again until Employee, in writing, alerts City of the need for coverage to begin. Any failure of Employee to contact City regarding these obligations shall entitle the City to reimbursement of any coverage fees and costs paid that should not have been paid.

It is understood by the parties that Employer and Employee are entering into this Agreement instead of choosing litigation for the purposes of resolving the civil litigation issues between them.

The Parties also agree that the monetary and other consideration set forth in this Agreement is adequate and sufficient for entering into the Agreement and is consideration to which the Employee is not otherwise entitled.

The settlement amounts will be paid as set forth in this Agreement.

3. **Payment of Wages and Receipt of All Benefits.** Employee acknowledges, represents, covenants, and agrees that, other than the consideration set forth in paragraph 2 of this Agreement, the Employer has fully and completely paid or provided all wages, accrued vacation/paid time off, leaves, reimbursable expenses, retirement benefits, and any and all other benefits and compensation due to Employee. Employee's representation as set forth in this paragraph is part of the consideration for the Employer to pay the monies as provided in paragraph 2(a) and (b) above.

4. **Release of Claims-Employee.** Employee hereby releases Employer, third parties, city council members, current and former Board members, Trustees, directors, officers, agents, members, managers, employees, predecessors, successors, assigns, representatives,

attorneys, Trident Insurance Company, accountants, agents, affiliates, divisions, boards, insurers, any related entity, and all persons acting on behalf, through or at the direction of Employer (hereinafter the "Released Parties") from any and all manner of claims, damages, and actions which she ever had, or may hereafter have, for or on account of any loss, injury, suffering, breach of expressed or implied contract, discrimination, age discrimination, retirement benefits, harassment, retaliation, lost wages, unused leave and/or vacation time, back pay, front pay, or any other claims or damages of any nature whatsoever, known or unknown: (a) arising out of her employment; (b) any events which transpired during her employment; (c) and her separation from employment. Employee expressly releases any rights and claims she may have, or which could be brought under any anti-discrimination and/or anti-retaliation laws, including, but not limited to the Michigan Elliott Larsen Civil Rights Act, all benefits that she would be entitled to now and in the future from the Employer, except 457 Plan, State wage and hour laws, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.*, the Civil Rights Act of 1991, 42 U.S.C. § 1981; the Equal Pay Act of 1963 (29 U.S.C. § 2006(d)), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 *et seq.*, the ADA Amendments Act (ADAAA), the Family Medical Leave Act, 29 U.S.C. § 2601 *et seq.*; the Employee Retirement Income Security Act (ERISA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended, the Rehabilitation Act of 1973, the Health Insurance Portability and Accountability Act (HIPAA), the Lilly Ledbetter Act, the FLSA, Age Discrimination and Employment Act, Older Worker's Benefit Protection Act, the Veteran's Preference Act, Workers Adjustment and Retraining Act as well as any claim arising under state laws which are in the nature of wage and hour disputes, lost benefits, retirement benefits, workplace injuries, wrongful discharge, retaliation, emotional distress, discrimination, whistleblower, defamation, invasion of privacy, harassment, interference with contract, interference with prospective advantage, intentional or

negligent infliction of emotional distress, fraud, misrepresentation, breach of duty, negligence and other claims, and any other federal law, state law, municipal law, local law, common law, or action arising in law, in equity, in contract (whether express or implied), or in tort. Employee understands that this Agreement will completely release any and all claims against any of the Released Parties, whether known or unknown, which exist at the time this Agreement is executed by her.

The Released Parties are intended to be third-party beneficiaries of this release and this release may be enforced by each of them in accordance with the term hereof and respect to the rights granted to such Released Parties hereunder.

In making this Agreement, Employee acknowledges that she may later discover facts different from or in addition to those now known or believed to be true at this time. The releases and waivers contained in this Agreement are made notwithstanding the existence of such different or additional facts. Employer further acknowledges that she may hereafter discover claims or facts in addition to or different from those which she now knows or believes to exist in connection with this Agreement. Those facts, if known or suspected at the time of executing this Agreement, may have materially affected this Agreement. Nevertheless, Employee waives any rights, claims or causes.

Employer hereby agrees to release Employee from any and all claims that the Employer may have against Employee from the beginning of time until the date of execution of this Agreement.

5. **Confidentiality.** To the extent permitted by law, Employee and Employer agree that the terms and conditions of this Agreement, including but not limited to the amount and fact of settlement payment provided hereunder, shall be kept strictly confidential. Employee promises that she has not and will not disclose, either directly or indirectly through other permitted

confidants as set forth in this agreement, any information concerning the terms and conditions of this Agreement or the payment hereunder to anyone, except as required by law.

a. Employee further agrees that this Agreement or its terms should not be admissible as evidence, or discoverable, in any judicial or administrative proceeding, except in a legal proceeding or administrative proceeding before the EEOC, NLRB, or DOL, concerning the enforceability of the Agreement or any of its terms.

6. **Disclaimer of Liability.** Employee agrees and acknowledges that this Agreement does not constitute and shall not be construed as an admission of liability or wrongdoing by Employer or the Released Parties, their agents, employees or successors, with respect to any disagreements, claims or damages asserted by Employee, and expressly deny they have done anything wrong or unlawful.

7. **Complete Agreement.** This Agreement contains the entire understanding and agreement between the Parties, and there is no agreement on the part of any party to do any act or thing other than is expressly stated in this Agreement. There shall also be no modifications or amendments to this Agreement unless they are in writing, signed by all of the parties.

8. **Authority.** Employee represents that she has full authority to enter into this Agreement and that he has not assigned her rights and that the Employee is not in bankruptcy.

9. **Severability.** In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

10. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is for any reason held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but

this Agreement shall, in such event, be construed as if such invalid and/or unenforceable provision had never been contained herein

11. **Voluntary Execution of Agreement.** Employee acknowledges that she has carefully read this Agreement and understands its contents and consequences, that she has been *advised to* consult with attorneys of her choice, that the only promises made to her to sign this Agreement are those stated in the Agreement, that she has had sufficient time to review this Agreement, and she is signing this Agreement knowingly and voluntarily, without any coercion or duress, and with the full intent of releasing Employer, and the Released Parties as described herein.

12. **Cooperation.** Each Party agrees to execute and deliver such additional documents and instruments and to perform such additional acts as either party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

13. **Successors and Assigns.** This Agreement shall inure to and bind the successors, heirs, estates, personal representatives, and assigns of the respective Parties.

14. **Construction.** This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Michigan shall be construed as though each of the parties had drafted this Agreement. Captions are intended for convenience of the Parties only, and shall not be used to construe or interpret this Agreement.

15. **Mutual Non-Disparagement.** Employer and Employee agree not to disparage the other publically, in writings or any other forms of communications including emails and texts. Disparagement means make a statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other party or in the case of Employer, any of its city council members,

Board of Commission members, Released Parties, and employees. Notwithstanding the foregoing, nothing in this Agreement shall preclude either party from making truthful statements that are required by applicable law, regulation or legal process.

16. Employee agrees that she shall not seek employment with Employer as an employee, agent, or independent contractor at anytime now or in the future. To the extent that she does seek such employment, she shall immediately resign pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below:

Dated: 1-29-2021

EMPLOYEE
Kelly Ann Walden

Dated: 2-3-21

EMPLOYER
Mark J. [Signature]