

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release ("Agreement") is entered into this the 4th day of December, 2018, between Dawn Learst (hereinafter referred to as the "Plaintiff") and Defendant Livingston County (Defendant). The named individual Defendants have signed below as to the mutual release provision contained in paragraph 4.

RECITALS

A. The Plaintiff filed a Complaint in the Circuit Court for the County of Livingston, Case No.: 18-29921-CD, alleging violations of Michigan law.

B. The Defendants filed responsive pleadings denying all pertinent allegations and entitlement to relief asserted by Plaintiff's action in the above-referenced matter, being Case No.: 18-29921-CD.

C. It is the intent of the Parties to settle this case.

D. The parties to the above-referenced civil action wish to avoid future litigation and controversy, and accordingly, enter into this settlement for the sole and express purpose of avoiding future controversy, avoiding the resulting uncertainty of a verdict at trial, and the various appeals which could be made from the rulings of the trial court.

E. It is expressly understood and agreed that this settlement shall not be construed as an admission of liability on the part of any party hereto, for the purpose of this action, or for purposes of any other action of whatever kind or nature.

SETTLEMENT AND RELEASE AGREEMENT

IT IS HEREBY AGREED, in consideration of the mutual promises contained herein as follows:

1. Plaintiff agrees that, by signing this Agreement, her employment relationship

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with Livingston County and the Livingston County Courts was permanently severed effective 4/23/18. Plaintiff will tender a letter of resignation effective on 4/23/18, which will be placed in her personnel file. Plaintiff promises and agrees not to apply for, or seek, at any time after the date of this Agreement, employment, or re-employment, with Livingston County or the Livingston County Courts. Plaintiff further agrees that Livingston County and the Livingston County courts have no obligation to consider Plaintiff for hire, or rehire, and agrees not to initiate any legal or administrative proceedings to obtain such employment, or to seek damages for the failure to obtain such employment. This Agreement will serve as an absolute basis for denying such employment.

2. Plaintiff understands and acknowledges that she has been provided twenty-one (21) days within which to consider and accept the terms of this Agreement. In addition, she has been provided with seven (7) days during which she could revoke subsequent to her signing of the initial agreement to settle on November 27, 2018. Having not revoked the settlement within that seven (7) day period, this settlement is fully enforceable upon signing without any further affirmative action by any of the parties.

3. Plaintiff Dawn Learst releases and discharges, Defendants, Livingston County, Bruce Hundley, Kevin Nagle, Hansel Keene, Joseph Riker, Jennifer Palmbos, Jim Wallace and Adam Smiddy, Livingston County Courts, the Veteran's Treatment Court, the 53 District Court, the 44th Circuit Court, Judge Carol Sue Reader, and Francine Zysk, together with their agents, assigns, employees, officers, Commissioners, board members, appointed officials, attorneys, insurers, contractors, consultants, service providers, previous employees, previous board members, previous officials, previous contractors, previous consultants, previous service providers, and successors in interest, of and from any and all demands, damages, actions,

grievances, causes of action, administrative claims of whatever kind and nature, known and unknown, that Plaintiff had, or has as of the date of this release, including, but not limited to, claims for discrimination, harassment, retaliation, violation of state or federal statutes, violation of the Michigan Elliott-Larsen Civil Rights Act, violation of the Whistleblower's Protection Act, violation of the Age Discrimination in Employment Act, violation of Title VII, violation of the State or Federal Constitution, defamation, interference with business relationship, tort or contract claims, common law or statutory claims, claims for employment-related matters, claims for pay, retirement benefits, or other benefits, claims for injury, pain, suffering, mental anguish or emotional distress, claims for attorney fees, interest, and any other claims that Plaintiff could have brought for any reason, including but not limited to those pertaining to Plaintiff's treatment, employment or separation from employment with Livingston County and the Veteran's Treatment Court, and including those which were asserted, or which could have been asserted, arising out of acts, transactions or occurrences which gave rise to Dawn Learst vs Livingston County, et al, being Case No.: 18-29921-CD.

4. Defendants release and discharge Plaintiff from any cause of action that they may have as of the date of the signing of this release. This agreement is not an agreement that Defendants will attempt to influence any decision as to whether to investigate or prosecute any criminal matter, and it is not an agreement that they will refuse to participate in testimony in any criminal prosecution if requested or subpoenaed to do so.

5. The Plaintiff agrees that she will not, at any time, file any claim, legal or administrative, that has been released in this Agreement against any of the individuals or entities released in paragraph 3 of this Agreement. In the event this occurs, in breach of this Agreement, Plaintiff will pay all damages, costs and reasonable attorney fees incurred as a

result of defending such a claim and all of the provisions of this Agreement shall remain in full force and effect.

6. Plaintiff represents that she has no claims or allegations that could be filed with the Michigan Department of Civil Rights, EEOC or other administrative agency that have not been filed. Plaintiff confirms that this Agreement compromises all disputes associated with her employment with Livingston County and the Livingston County Courts, thereby satisfying any subsequent claim for damages or equitable relief that may be brought on her behalf.

7. Plaintiff agrees and understands that this Agreement is a compromise of a disputed claim and that payment made and conditions stated herein are not to be construed as an admission of liability, on the part of any of the parties being released by whom all liability is expressly denied.

8. The Veteran's Committee meeting minutes of March 26, 2018 and April 23, 2018, will be removed from the County website. The meeting minutes will remain available upon request.

9. Plaintiff has been provided and employment reference letter in the form attached as Exhibit A to this release.

10. The parties shall execute any and all supplementary documents and take all supplementary steps to give full force and effect to the basic terms of this Agreement, specifically, and including all appropriate stipulations for dismissal, with prejudice, and without costs, interest or attorney fees, of all aspects of Case No.: 18-29921-CD, which is more fully described in the recitals above.

11. The undersigned Plaintiff represents that there are no liens that have been asserted on any of the proceeds from this litigation, and Plaintiff acknowledges that should any

such liens be asserted, they will be the sole responsibility of Plaintiff. Plaintiff represents that she has not been a recipient of Medicare or Medicaid funds for any injuries or damages alleged in this matter.

12. As consideration for the promises and agreements herein, Livingston County agrees that the Michigan Municipal Risk Management Authority will distribute the total sum of fifty-five thousand dollars (\$55,000.00), payable to Plaintiff and her attorney Thomas R. Warnicke, PLLC. All payments will be subject to reporting on a Form 1099.

13. Plaintiff acknowledges that she has previously received all pay, benefits and compensation which may have been due from Defendants, and this release extinguishes any further claim to such compensation.

14. The Michigan Municipal Risk Management Authority has agreed to pay the costs and fees of the facilitator used in this matter.

15. The Plaintiff agrees that any liability for taxes, estimated tax payments or penalties which may be deemed to be taxable by reason of the payment of this settlement, shall be the sole responsibility of the Plaintiff. Neither Defendants, nor their attorneys, have made any representation regarding the taxability of this settlement. The Michigan Municipal Risk Management Authority will issue a Form 1099 as designated above in this Agreement.

16. This Release Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, assigns, and successors in interest of each party.

17. The parties understand and agree that all of the conditions and obligations in this Release Agreement are material.

18. Plaintiff represents and agrees that she fully understands her right to discuss all

aspects of the Resignation and Release Agreement with her attorney, and that she and/or her attorney have carefully reviewed and fully understand all of the provisions of this agreement and, further, that she is knowingly and voluntarily entering into this agreement.

19. This Resignation and Release contains and comprises the entire understanding and agreement of and between Plaintiff and Defendants and supersedes any and all prior agreements or understandings between the parties. There are no additional promises, representations, terms or provisions. No modifications or amendments to this Agreement may be made unless they are reduced to writing and signed by both parties.

20. This Release shall be interpreted and governed by the laws of the State of Michigan.

21. No provision of this Release Agreement shall be construed against or interpreted to the disadvantage of one party against the other party by any court or other governmental authority by reason of any determination or assertion that one party was chiefly or primarily responsible for having drafted, dictated and/or structured such provision.

22. This Release Agreement may be executed in counterparts, including signature and other pages sent by facsimile or electronic mail, all of which shall constitute one and the same agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered the _____ day of _____, 2018.

Dawn Learst

attorney have carefully reviewed and fully understand all of the provisions of this agreement and, further, that she is knowingly and voluntarily entering into this agreement.

19. This Resignation and Release contains and comprises the entire understanding and agreement of and between Plaintiff and Defendants and supersedes any and all prior agreements or understandings between the parties. There are no additional promises, representations, terms or provisions. No modifications or amendments to this Agreement may be made unless they are reduced to writing and signed by both parties.

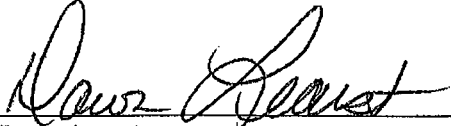
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22. This Release Agreement may be executed in counterparts, including signature and other pages sent by facsimile or electronic mail, all of which shall constitute one and the same agreement.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

Signed, sealed and delivered the 5 day of December 2018.


Dawn Learst

Suzanne Rowland

Notary Public

Wayne, County, Michigan

My Commission Expires: 4/13/24

Acting as Notary

Don Parker, Chair of County Board of Commissioners

Notary Public

_____, County, Michigan

My Commission Expires: _____

Bruce Hundley

Notary Public

_____, County, Michigan

My Commission Expires: _____

Kevin Nagle

Notary Public

_____, County, Michigan

My Commission Expires: _____

Hansel Keene

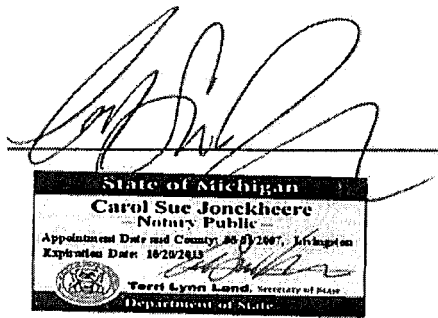
Notary Public

_____, County, Michigan

My Commission Expires: _____

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Notary Public
_____, County, Michigan
My Commission Expires: _____





Don Parker, Chair of County Board of Commissioners

Bruce Hundley

Notary Public
_____, County, Michigan
My Commission Expires: _____

Kevin Nagle

Notary Public
_____, County, Michigan
My Commission Expires: _____

Hansel Keene

Notary Public
_____, County, Michigan
My Commission Expires: _____

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Notary Public

_____, County, Michigan

My Commission Expires: _____

Don Parker, Chair of County Board of Commissioners

Notary Public

_____, County, Michigan

My Commission Expires: _____

Witnessed 12/4/18

[Signature]

Notary Public

_____, County, Michigan

My Commission Expires: _____

Witnessed 12/4/18

[Signature]

[Signature]

Bruce Hundley

[Signature]

Kevin Nagle

Notary Public

_____, County, Michigan

My Commission Expires: _____

Hansel Keene

Notary Public

_____, County, Michigan

My Commission Expires: _____

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Notary Public
_____, County, Michigan
My Commission Expires: _____

Don Parker, Chair of County Board of Commissioners

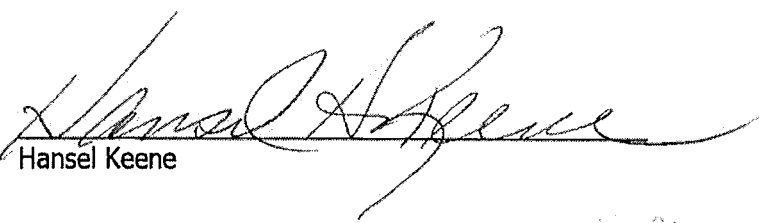
Notary Public
_____, County, Michigan
My Commission Expires: _____

Bruce Hundley

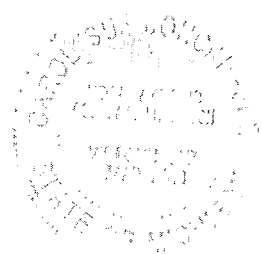
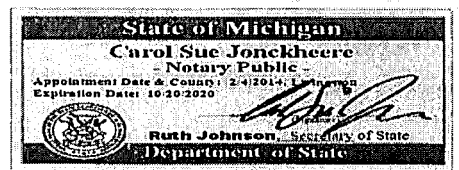
Notary Public
_____, County, Michigan
My Commission Expires: _____

Kevin Nagle

Notary Public
_____, County, Michigan
My Commission Expires: _____



Hansel Keene

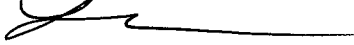


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Witness 12/4/18



Joseph Riker

Notary Public

_____, County, Michigan

My Commission Expires: _____

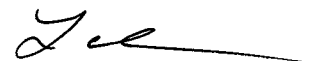
Jennifer Palmbos

Notary Public

_____, County, Michigan

My Commission Expires: _____

Witness 12/4/18



Jim Wallace

Jim Wallace

Notary Public

_____, County, Michigan

My Commission Expires: _____

Adam Smiddy

Notary Public

_____, County, Michigan

My Commission Expires: _____

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Joseph Riker

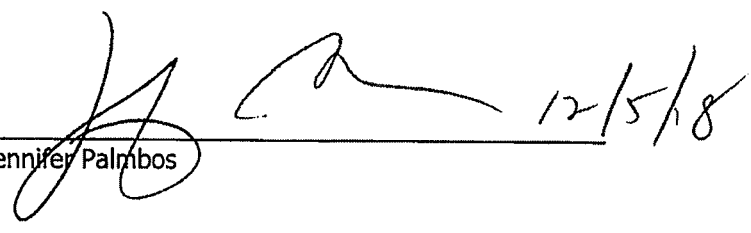
Notary Public

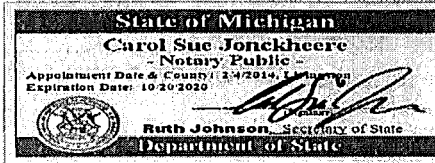
_____, County, Michigan

My Commission Expires: _____



Jennifer Palmbo

 12/15/18



Jim Wallace

Notary Public

_____, County, Michigan

My Commission Expires: _____

Adam Smiddy

Notary Public

_____, County, Michigan

My Commission Expires: _____

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Joseph Riker

Notary Public

_____, County, Michigan

My Commission Expires: _____

Jennifer Palmbos

Notary Public

_____, County, Michigan

My Commission Expires: _____

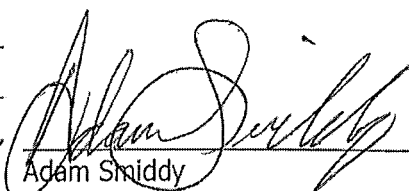
Jim Wallace

Notary Public

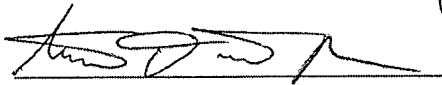
_____, County, Michigan

My Commission Expires: _____

Acknowledged by Adam Smiddy before
me on the 6th Day of December 2018



Adam Smiddy



Notary Public

Livingston, County, Michigan

My Commission Expires: 03/16/2022

STEVEN DZIERWA JR
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 16, 2022
Acting in the County of Livingston