

SETTLEMENT AGREEMENT

This Agreement is among Susan Bisio ("Plaintiff"); the City of the Village of Clarkston ("City"); the Michigan Municipal League Liability & Property Pool ("MMLLPP"); Thomas J. Ryan; Thomas J. Ryan, P.C.; and Kemp Klein Law Firm ("Kemp Klein"); all collectively referred to as the "Parties." Thomas J. Ryan and Thomas J. Ryan, P.C. are collectively referred to as "Ryan."

Recitals

A. Plaintiff and the City are adverse to each other in *Susan Bisio v The City of the Village of Clarkston*, case no. 2015-150462-CZ, pending in the Oakland County Circuit Court (the "Lawsuit"). The Lawsuit asserts a claim against the City for violation of the Freedom of Information Act, MCL 15.231, *et seq.* The Michigan Supreme Court decided the case based upon the reasons stated therein on July 24, 2020, 506 Mich 37, 954 NW2d 95 (2020) (the "Opinion"). There is now pending in the Lawsuit Plaintiff's Motion for an Award of Fees, Costs, and Disbursements, filed on October 26, 2020 (the "Fee Claim"). The City contests that motion. The Fees sought in the Fee Claim are fees incurred by Kemp Klein.

B. There is also presently pending in the Lawsuit the City's Motion for Costs and Fees, filed on November 1, 2016 ("City's Fee Motion").

C. By reason of the Supreme Court Opinion, the subsequent proceedings in the Supreme Court, and the City's disclosure of the records involved in the Lawsuit without claims of exemption and without redaction, Plaintiff contends she is the prevailing party in the Lawsuit under the Freedom of Information Act. The City contests that.

D. The Parties wish to settle the Fee Claim, the City's Fee Motion, and all other pending motions and matters in the Lawsuit.

Agreement

1. Recitals. The recitals are incorporated here and are part of this Agreement.

2. Definition. The "Released City Parties" are the City, the City's Mayor, the City's City Council, Ryan, MMLLPP, and their attorneys and agents.

3. Payment. The Released City Parties and Ryan's insurer shall pay Kemp Klein \$160,000 in settlement of Plaintiff's Fee Claim, and in settlement of the case in its entirety. The payments must be made within 21 days of the Effective Date of this Agreement. The Released City Parties and Ryan's insurer may file or issue an IRS Form 1099 only to Kemp Klein identifying only Kemp Klein as recipient of the payment or payments under this paragraph and shall not file or issue an IRS Form

1099 identifying Plaintiff as recipient of the payment or payments under this paragraph. Ryan states his insurer's practice is not to issue or file and that it will not issue or file an IRS Form 1099 identifying Plaintiff as recipient of a payment made under this paragraph. Plaintiff relies on this representation in entering into this Agreement. Plaintiff understands that one or more payments will be made from the trust account of Kerr, Russell and Weber, PLC ("Kerr Russell"). Kerr Russell has represented to Plaintiff that it does not intend to and will not issue or file an IRS Form 1099 identifying Plaintiff as recipient of a payment or payments made under this paragraph. Plaintiff relies on this representation in entering into this Agreement.

4. Release. Except for claims arising under this Agreement, the Released City Parties release Plaintiff, Kemp Klein, and Plaintiff's attorneys from all claims in and related to the Lawsuit. Except for claims arising under this Agreement, Plaintiff and Kemp Klein release the Released City Parties from all claims in and related to the Lawsuit. This release does not apply to or preclude future requests by Plaintiff under the Freedom of Information Act.

5. Dismissal of Lawsuit, Plaintiff's Fee Claim, and City's Fee Motion. Plaintiff and the City shall stipulate to entry of an order dismissing the Lawsuit with prejudice and without costs, fees, and interest and dismissing both the Fee Claim and the City's Fee Motion with prejudice. The order may be entered only after the payment under paragraph 3 is made. The City agrees that the dismissal will have no effect on the precedential effect of the Opinion and that the Opinion is binding on the City.

6. Complete Agreement. This Agreement sets out the complete agreement of the Parties. It may be modified only by a written agreement signed by the Party to be bound by the modification.

7. Counterparts. This Agreement may be executed in counterparts and, when executed by all Parties, the counterparts together constitute one Agreement binding on the Parties notwithstanding that they did not sign the original or the same counterpart. Facsimile and emailed copies of signatures will be treated as originals for all purposes.

8. Drafting. The Parties negotiated the wording of this Agreement, with each Party being represented by counsel. Each Party had the opportunity to suggest changes and propose language. Therefore, no provision shall be construed against the drafter of the particular language of that provision.

9. Governing Law. Michigan law governs this Agreement.

10. Effective Date. This Agreement is effective on the date the last of the signing Parties executes the Agreement.

PLAINTIFF



Susan Bisio

Dated: March 30, 2021

CITY OF THE VILLAGE OF CLARKSTON

IN WITNESS WHEREOF, Jonathan Smith, City Manager, City of the Village of Clarkston, has been authorized by a resolution of the City of the Village of Clarkston City Council to execute this Agreement on behalf of the City.

Jonathan Smith, City Manager
City of the Village of Clarkston

Dated: _____, 2021

MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL

By: _____

Its: _____

Dated: _____, 2021

THOMAS J. RYAN

Dated: _____, 2021

10. Effective Date. This Agreement is effective on the date the last of the signing Parties executes the Agreement.

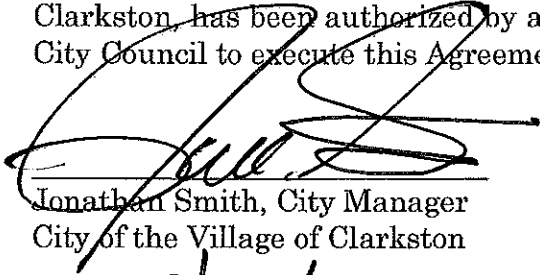
PLAINTIFF

Susan Bisio

Dated: _____, 2021

CITY OF THE VILLAGE OF CLARKSTON

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Jonathan Smith, City Manager
City of the Village of Clarkston

Dated: 3/31/, 2021

MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL

By: _____

Its: _____

Dated: _____, 2021

THOMAS J. RYAN

Dated: _____, 2021

10. Effective Date. This Agreement is effective on the date the last of the signing Parties executes the Agreement.

PLAINTIFF

Susan Bisio

Dated: _____, 2021

CITY OF THE VILLAGE OF CLARKSTON

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Jonathan Smith, City Manager
City of the Village of Clarkston

Dated: _____, 2021

MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL

By: Danene Winn

Its: Duly Authorized Representative

Dated: March 31, 2021

THOMAS J. RYAN

Dated: _____, 2021

10. Effective Date. This Agreement is effective on the date the last of the signing Parties executes the Agreement.

PLAINTIFF



Susan Bisio

Dated: March 30, 2021

CITY OF THE VILLAGE OF CLARKSTON

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Jonathan Smith, City Manager
City of the Village of Clarkston

Dated: _____, 2021

MICHIGAN MUNICIPAL LEAGUE LIABILITY & PROPERTY POOL

By: _____

Its: _____

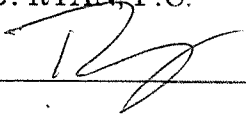
Dated: _____, 2021

THOMAS J. RYAN



Dated: 3/30, 2021

THOMAS J. RYAN, P.C.

By: 

Its: President

Dated: 3/30, 2021

KEMP KLEIN LAW FIRM

By: 

Its: President

Dated: March 30, 2021