

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

“Plaintiff” means **Susan Bisio**.

“Litigation” means Case No. 2015-150462-CZ which was filed in the Circuit Court for the County of Oakland.

“Defendant” means the City of the Village of Clarkston and its current and former Mayors, City Council Members, City Managers, and city clerks and employees.

“Insurer” means the Michigan Municipal League Liability and Property Pool, Meadowbrook Claims Service and any and all of their current and/or former employees, representatives, board members, personnel, ostensible or actual agents, independent contractors, legal representatives, predecessors, successors, subsidiaries, divisions, departments, assigns, associates, related or affiliated persons or entities.

“Released Claims” means any and all claims, rights or causes of action or liabilities whatsoever, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, policy or procedure, known and unknown, against the Defendant and/or City of the Village of Clarkston, that Plaintiff and her counsel, Richard Bisio now has as a result of any claim for damages and/or attorney’s fees and costs, relating to the Litigation and a Freedom of Information Act (FOIA) claim asserted against Defendant arising out of a request for information dated June, 7, 2015 and a response by City attorney Thomas J. Ryan dated June 30, 2015. The released claims include claims of any kind, known or unknown relating to this request. This includes, but is not limited to, all claims or allegations that have been, should have been, or could have been asserted in any forum by the Plaintiff whether directly, indirectly, representatively or in any other capacity against the Defendant City of Village of Clarkston, Thomas J. Ryan or Thomas J. Ryan P.C. and which arise out of, or relate in any manner, to the facts, occurrences, acts, disclosures, statements, omissions or failures to act which were alleged or could have been alleged in the Litigation and/or FOIA claim.

AGREEMENT

The undersigned **Plaintiff**, being of lawful age, does hereby and for her heirs, executors, administrators, successors, and assigns, release, acquit and forever discharge the **Defendant and City of Village of Clarkston, Thomas J. Ryan, and Thomas J. Ryan P.C. from the Released Claims** including, but not limited to, any claim for injury and/or damage of any kind, known or unknown, and the consequences thereof, including costs and attorney fees resulting from the alleged FOIA violation, also including, without limitation, any and all claims relating to any act or omission which occurred on all possible dates that could be construed to have caused injuries or damages to **Plaintiff** as stated in the allegations of Plaintiff's Complaint, amended or otherwise, filed in the Litigation. Plaintiff further understands and agrees that because she is releasing all claims for monetary damages and other forms of personal injury relief, including costs and attorney fees to the extent allowed by law, she may not, and will not, seek or accept monetary damages or other forms of relief through any such claim.

The consideration in exchange for this Release of Claims is as follows: (1) It is agreed that Plaintiff shall be paid the amount of \$160,000.00 by delivering a check made payable to “Susan Bisio and her attorney Richard Bisio” in the amount of \$160,000.00.

By execution of this Release *Plaintiff* expressly waives any appeal, by leave or by right, of any decision made by the court in connection with the *Litigation*. Furthermore, *Plaintiff* expressly agrees to dismiss, with prejudice, and any other claims or Complaints currently pending against the Defendant related in any way to the *Litigation* and/or the FOIA claim.

Plaintiff agrees that she is not to be considered the prevailing party in the *Litigation*. It is further acknowledged that the *Defendant* does not admit liability, any fault, proximate cause or damages, and/or an entitlement to attorney’s fees or any aspect of the *Released Claims* by entering into this Agreement, nor do they state that anyone is entitled to recover from them.

Plaintiff agrees that she has not assigned or transferred (or purported to assign or transfer), voluntarily or involuntarily, any *Released Claims* or any other part or portion thereof. It is further represented that no other individual or entity has a lien or asserts an entitlement to a reimbursement of any costs, fees or damages, including but not limited Richard Bisio and/or the Kemp Klein Law Firm.

The *Plaintiff* shall be barred from initiating, asserting or prosecuting any claim, proceeding or action of any kind, which is released herein, against the *Defendant and City of Village of Clarkston, Thomas J. Ryan, or Thomas J. Ryan P.C.* in any federal, state, or appellate court or tribunal. If *Plaintiff* elects to file such a claim, it is agreed that *Plaintiff* will indemnify the *Defendant and City of Village of Clarkston, Thomas J. Ryan, and Thomas J. Ryan P.C.* for any and all costs and attorney’s fees associated with such proceedings. Plaintiff and her counsel shall also indemnify and hold Defendant and other released parties harmless from any lien or claims for attorney’s fees that may be brought by any person or entity, including but not limited to the Kemp Klein law firm, and shall indemnify and pay Defendant’s costs and attorney’s fees relating to the defense of any claim or request for attorney’s fees or costs.

Plaintiff agrees that this Release is final, conclusive and binding on the *Plaintiff*, her children or other heirs, next of kin, and any other persons or entities who may claim an interest through her in the *Released Claims*, and that upon execution of this Release and payment of the settlement amount, any liability of the *Defendant or City of Village of Clarkston, Thomas J. Ryan or Thomas J. Ryan P.C.* to any person for matters released herein shall cease and be fully and finally discharged. In this regard, *Plaintiff* does further state that the settlement embodied in this Release is fair, reasonable and in her best interest, and in the best interest of those who have incurred damages by virtue of the *Released Claims*. *Plaintiff* further agrees that she will never institute in the future any complaint, suit, action or cause of action in law or equity against *Defendant or City of Village of Clarkston, Thomas J. Ryan , or Thomas J. Ryan P.C.* for or on account of any claims and/or damages released herein.

The terms of this Release are contractual, not a mere recital. The Release is entered into in the State of Michigan and shall be construed and interpreted according to the laws of the State of Michigan.

Plaintiff acknowledges that she was advised to consult with an attorney prior to executing this Release, and that she was provided the opportunity to consult an attorney regarding this document and its legal import. **Plaintiff** also acknowledges that she signed this Release knowingly and voluntarily.

SUSAN BISIO

On this date, _____, SUSAN BISIO personally appeared before me, a Notary Public, and swore that she has read the foregoing SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS, and that she fully understood it and signed this SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS as her own free act and deed.

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

As attorney for SUSAN BISIO, I certify that I have explained the legal import of this document to her prior to her signing it.

Richard Bisio (P30246)
Attorney for Plaintiff