

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made on December 31, 2013, by and between **Mackinac Center For Public Policy** ("Plaintiff), and Defendant **City of Westland**, ("Defendant"), for their mutual benefit.

Recitals

1. Plaintiff commenced a lawsuit captioned *Mackinac Center For Public Policy v City of Westland* Midland County Circuit Court Case No. 13-009974-CZ ("Lawsuit").
2. By entering into this Agreement Plaintiff and Defendant desire to (i) amicably resolve the current claims between them; (ii) provide for dismissal of the Lawsuit with prejudice and without costs; and (iii) extinguish any further exposure by Defendant for damages, costs, attorney fees, sanctions, or interest claimed or which could have been claimed in the Lawsuit.

Terms and Conditions

The sole and full consideration to be given for this Agreement and the agreements, promises, and acknowledgments expressed in this Agreement, shall be as follows:

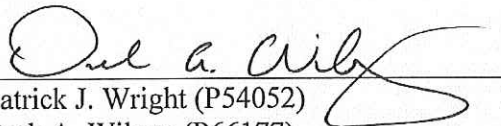
1. The Defendant shall make a payment of Two Thousand, Two Hundred Dollars and 00/100 (\$2,200.00) payable in U.S. dollars to Plaintiff, which shall be fully inclusive of all interest, costs, and fees which are or might be taxable and this primarily represents attorney fees. Payment shall be delivered to Plaintiff's attorneys, Mackinac Center Legal Foundation, 140 W. Main Street, Midland, Michigan 48640, within ten (10) days of Plaintiff's execution of this Release and Settlement Agreement.
2. The Defendant shall adjust its Administrative Fee Schedule, within sixty (60) days, to provide that the Freedom of Information Act (FOIA) labor rate is calculated at the lowest Clerk's hourly wage, without fringe benefits, and the FOIA copy fee per page for 8.5 x 11 and 8.5 x 14 pages is ten cents \$0.10 and that a \$5.00 deposit/fee be eliminated.
3. The FOIA labor rate and per page rate shall be adjusted to comply with any state statute, regulation, administrative or rule adopted subsequent to this Agreement.
4. This settlement between Plaintiff and Defendant shall dispose of all claims between those parties brought or which could have been brought in the Lawsuit.
5. In consideration of the payments and promises in this Agreement, Plaintiff and its successors in interest and representatives completely release, acquit, and forever discharge Defendant from any and all past or present claims brought or which could have been brought in the Lawsuit, including demands, obligations, actions, causes of action, rights, damages, costs, liabilities, expenses, and compensation of any kind or nature whatsoever,

whether based on a tort, contract, statute, or other theory of recovery, whether known or unknown to them, which they have had on account of, or are in any manner related to the Lawsuit, including the following:

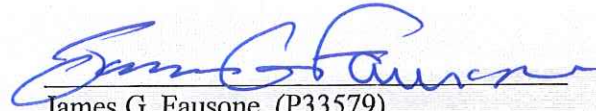
- a. any event described in the pleadings filed in the Lawsuit;
 - b. any event, cause, or matter which is in whole or in part the subject of the Lawsuit, or which is, or may be, stated, claimed, or alleged in the Lawsuit; and
 - c. any costs, expenses, or attorneys' fees incurred in connection with the Lawsuit.
6. The parties to this Agreement, and their attorneys, shall take such other actions, or refrain from taking such actions, as necessary for carrying out the provisions of this Agreement consistent with the intent of the parties in entering into this Agreement.
 7. This Agreement (i) comprises the entire agreement and understanding of the parties, (ii) supersedes all previous verbal and written agreements, and (iii) shall not be modified except in writing signed by each of the parties. There are no additional promises or terms of agreement between the parties other than those expressed herein.
 8. This Agreement shall not be construed against any party as the drafter if there is any question as to the meaning of the terms and obligations.
 9. The parties acknowledge they carefully read this Agreement, know its contents, have had the opportunity to review it with their counsel, and execute it freely and voluntarily.
 10. By signing this Agreement in any corporate representative capacity, the corporate signatory represents he is a duly authorized corporate representative, fully empowered, and authorized to execute this document on behalf of the corporate entity.
 11. Defendant does not admit Plaintiff or any other entity who may claim damages in the Lawsuit are entitled to any recovery from Defendant. On the contrary, Defendant maintains (i) all actions relating to the Lawsuit and the matters alleged in the Lawsuit were careful, proper, prudent, and in accordance with applicable standards, (ii) there were no legally improper omissions by Defendant, and (iii) the sole purpose of the settlement is to resolve a *disputed* claim.
 12. Plaintiff acknowledges it understands and agrees this Agreement is final, conclusive, and binding on it, including its successors in interest and representatives. Upon execution of this Agreement, any liability of Defendant to any entity or matters released in this Agreement shall cease and be fully and finally discharged. Further, Plaintiff acknowledges the settlement embodied in this Agreement is fair, reasonable, and in the best interest of all those who may have incurred damages in the Lawsuit.
 13. Plaintiff and Defendant covenant they and their attorneys shall consent to and execute all incidental and supplemental documents, pleadings, and papers, and take all supplementary steps necessary to give full force and effect to the terms of this Agreement. Such supplemental steps shall include, but are not limited to, the dismissal with prejudice and

without costs of the Lawsuit, including all appeals.

Dated December 31, 2013


Patrick J. Wright (P54052)
Derk A. Wilcox (P66177)
Attorney for Plaintiff
Mackinac Center Legal Foundation
140 W. Main Street
Midland, Michigan 48640

Dated January 7, 2014


James G. Fausone (P33579)
Michael M. McNamara (P48055)
Attorney for Defendant
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