

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("AGREEMENT") is made between: KATHY DENNIS and her heirs, successors and assigns ("PLAINTIFF"); WEXFORD COUNTY, WEXFORD COUNTY SHERIFF'S DEPARTMENT & WEXFORD COUNTY SHERIFF GARY FINSTROM, and their commissioners, successors, employees, elected officials, shareholders, partners, agents, representatives, divisions, subsidiaries, affiliates, companies, insurers, attorneys, and assigns. WEXFORD COUNTY, WEXFORD COUNTY SHERIFF'S DEPARTMENT & WEXFORD COUNTY SHERIFF GARY FINSTROM are collectively referred to as "DEFENDANTS". PLAINTIFF and DEFENDANTS are collectively referred to as "the parties".

WHEREAS, PLAINTIFF filed a Complaint against DEFENDANTS in litigation captioned, *Kathy Dennis v. Wexford County & Wexford County Sheriff's Department*, Wexford County Circuit Court Case No. 13-24479-CD (referred to hereinafter as the "LAWSUIT").

WHEREAS, without any admission of liability or fault whatsoever by Defendants and despite Plaintiff's continued assertion of liability, the parties desire to amicably resolve all claims that were asserted in the LAWSUIT and any and all other claims that PLAINTIFF may have against DEFENDANTS.

NOW, THEREFORE, in consideration of the foregoing, the payment of One Hundred Seventy-Five Thousand (\$175,000.00) Dollars (hereinafter the "Settlement Amount") from DEFENDANTS to PLAINTIFF, and the promises set forth herein, the parties mutually agree as follows:

1. The DEFENDANTS shall cause the Settlement Amount to be paid to PLAINTIFF within fourteen (14) days after delivery to counsel for DEFENDANTS of: (a) a copy of this AGREEMENT bearing the original, notarized signature of PLAINTIFF; (b) signed original Form W-9 from PLAINTIFF and her attorneys, Thompson O'Neil, P.C., and (c) an executed copy of the attached Stipulated Order of Voluntary Dismissal. The Settlement Amount shall be in the form of a check made payable to PLAINTIFF and her attorneys, Thompson O'Neil, PC. PLAINTIFF acknowledges that her receipt of the Settlement Amount shall constitute full payment and satisfaction of all the claims released in Paragraph 3. Each party is responsible to pay its own attorney fees and costs.

2. Counsel for PLAINTIFF and DEFENDANTS shall sign and file the Stipulated Order of Voluntary Dismissal with the Court for entry.

3. The PLAINTIFF releases DEFENDANTS, their commissioners, elected officials, agents, predecessors, successors, heirs, spouses, assigns, transferees, insurers, attorneys, referring attorneys, current and former employees, shareholders, partners, members, managers, officers, directors, independent contractors, and affiliates, from any and all claims that were made, or could have been made in the lawsuit for any damages of any kind whatsoever and for attorneys fees and costs associated with the litigation.

4. The parties agree and understand that this AGREEMENT is entered solely for the purpose of amicably resolving the LAWSUIT and does not constitute an admission of liability or wrongdoing by either party. The parties are entering into this

AGREEMENT to avoid incurring additional costs and fees in continuing this matter and to resolve the uncertainty of litigation.

5. The PLAINTIFF represents and warrants that the amounts paid hereunder are not subject to any lien in favor of any third parties and, furthermore, that she is not subject to any order issued by a Court of competent jurisdiction that would affect the payment of the proceeds.

6. The PLAINTIFF agrees that this AGREEMENT constitutes a full and final settlement and release of all rights she may have to bring litigation or arbitration claims relating to any matter released herein.

7. The PLAINTIFF agrees that she is solely responsible for her own tax liability, if any, arising from the payment of the SETTLEMENT AMOUNT. DEFENDANTS have made no representations, predictions, or guarantees to PLAINTIFF concerning the probable tax treatment that will be afforded to any aspect of this AGREEMENT by the federal, state, or local tax authorities. PLAINTIFF acknowledges that she may be issued a Form 1099 for the payment of the Settlement Amount referenced above. PLAINTIFF warrants and represents that she has had the opportunity to review this AGREEMENT with the tax experts of her choice before entering into this AGREEMENT.

8. General Provisions:

- (a) This AGREEMENT is an integrated agreement and supersedes any prior or concurrent agreement regarding its subject matter. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties to this AGREEMENT regarding the subject matter of this AGREEMENT are contained herein and not elsewhere.

All prior and contemporaneous conversations, negotiations, agreements, promises, inducements, representations, covenants and warranties, whether express or implied, and whether oral or written, concerning the subject matter of this AGREEMENT are merged herein. This AGREEMENT contains the entire agreement between the parties.

- (b) The parties agree and understand that no modification or waiver or any terms of this AGREEMENT shall be valid unless made in writing and executed by all of the parties to this AGREEMENT, with the same formality as this AGREEMENT;
- (c) The PLAINTIFF expressly acknowledges that she has read the AGREEMENT and each and every term, provision and/or condition stated herein, understands the same, believes the settlement of the LAWSUIT expressed in the terms of this AGREEMENT to be in her best interest, has consulted with her counsel as to the advisability of the AGREEMENT, and that she signs the AGREEMENT freely and voluntarily.
- (d) With the exception of the LAWSUIT, PLAINTIFF represents and warrants that she has filed no other claims and knows of no other claims filed in court, arbitration, or in any other forum between these parties pertaining to the subject matter of this AGREEMENT. In the event that any such claims do exist, PLAINTIFF agrees to immediately withdraw and dismiss them with prejudice.
- (e) The PLAINTIFF declares and warrants that she has not heretofore assigned or otherwise transferred to any person or entity all or any portion of any claim or claims against DEFENDANTS;
- (f) This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective spouses, heirs, successors, insurers, attorneys, agents, personal representatives, and assigns;
- (g) This AGREEMENT and the rights of the parties shall be construed and performed in accordance with the laws of the State of Michigan and any claims arising out of the alleged breach of this AGREEMENT shall be brought only in the State of Michigan;

- (h) This AGREEMENT may be executed in counterparts, which counterparts together shall constitute one and the same instrument and be binding on all parties;
- (i) The parties agree that no presumption shall arise with respect to the construction of this AGREEMENT on the basis of the identity of the drafter;
- (j) If any provision, term, and/or clause of this AGREEMENT is declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, such provision, term and/or clause shall be deemed severable, and all other provisions, terms and clauses of this AGREEMENT shall remain valid and binding.
- (k) The parties agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this AGREEMENT.

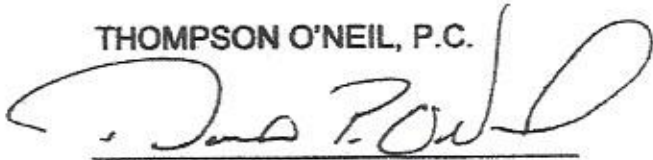
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IN WITNESS WHEREOF, the PLAINTIFF has executed this AGREEMENT on the date and year written below.

BY & FOR PLAINTIFF:



Kathy Dennis

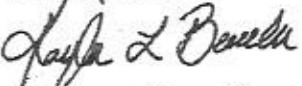
THOMPSON O'NEIL, P.C.


Daniel P. O'Neil (P37051)

Dated: 8.24.17

Dated: 8/28/17

NOTARY PUBLIC:

For Kathy Dennis only

Kayla L Beadle
8/24/17

KAYLA L BEADLE
NOTARY PUBLIC - MICHIGAN
OSCEOLA COUNTY
MY COMMISSION EXPIRES 05/17/2023
ACTING IN OSCEOLA COUNTY