

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF HURON

THOMAS LAMBERT,
Plaintiffs,

Case No.: 16-105456-CZ
Honorable Gerald M. Prill

v.

CITY OF HARBOR BEACH,
Defendant

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is entered into as of the date signed below, between Plaintiff THOMAS LAMBERT and Defendant CITY OF HARBOR BEACH. Collectively, these individuals are referred to as the "Parties."

RECITALS

WHEREAS, the Parties are involved in a litigation case in the 52nd Circuit Court for Huron County, State of Michigan (Case # 16-105456-CZ); and

WHEREAS, the Parties have decided to resolve this matter and all other matters rather than continuing the Litigation;

NOW THEREFORE, in consideration of the payment, mutual covenant and agreements set forth herein, and other good and valuable consideration, the Parties agree as follows:

1. Terms of the Settlement

A. Within fourteen (14) days of execution of this Agreement, Defendant CITY OF HARBOR BEACH agrees to provide copies of all public record(s) requested in Plaintiff THOMAS LAMBERT's October 3, 2016 FOIA Requests by producing to his counsel via email or by paper copies sent to:

Outside Legal Counsel PLC
PO Box 107
Hemlock, MI 48626

B. The records will be unredacted and produced without cost to Plaintiff, together with a certified statement that the records are complete to the best of the certifier's information, knowledge and belief.

C. In consideration of this Settlement Agreement, Defendant CITY OF HARBOR BEACH agrees to pay Plaintiff THOMAS LAMBERT, the sum of seven

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thousand dollars and no cents (\$7,000.00) made payable to "Outside Legal Counsel – IOLTA" and delivered to Plaintiff's counsel.

- D. Counsel shall submit a stipulated order of dismissal of the case with prejudice and without costs to either party (except that the Court retains jurisdiction to enforce this Settlement Agreement by appropriate orders).
- E. Plaintiff THOMAS LAMBERT acknowledges and agrees that the consideration provided for in this Settlement Agreement is made and accepted in compromise and settlement of disputed claims and is not, and shall not be construed to be, an admission of any liability by Defendant CITY OF HARBOR BEACH, by whom liability is expressly denied.

2. *Mutual Release*

The Parties hereby release and forever discharge each other from any and all claims, actions, causes in action, counter-claims, third party claims, liabilities, damages and demands whatsoever, known or unknown, foreseen or unforeseen, liquidated or unliquidated, related to the October 3, 2016 FOIA Requests and any event, cause or matter which is, may be, or could have been, stated, claimed or alleged in this action (*Lambert v. City of Harbor Beach*, Case NO. 16-105456-CZ).

3. *Governing Law*

This Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction and effect, and in all other respects.

4. *No Other Inducement.*

The Parties acknowledge and agree that there are no inducements to the execution of this Agreement, other than those set forth herein.

5. *Miscellaneous.*

A. Binding Effect.

This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, devisees, personal representatives, successors, alter egos, and assigns.

B. Entire Agreement.

This Agreement constitutes the entire Agreement between the Parties with respect to the matter contained herein, and there are no representations, oral or written relating to these matters which have not been incorporated herein. This

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Agreement may only be amended in a writing signed by all the effected Parties hereto.

C. Signatures.

Signatures may be scanned or faxed and such signatures shall constitute an original signature.

D. Document Review.

Each of the Parties hereto acknowledges and agrees each has carefully reviewed all of the terms and conditions set forth in this Agreement under the benefit and advice of legal counsel; that all necessary authorizations to enter in to this Agreement have been obtained; that each understands these terms and conditions; and that each executes this Agreement of its own free act and will, with the intent to be bound hereby.


6. Execution

Dated: Oct. 27th, 2017

Dated: 10/30, 2017



Thomas Lambert



City of Harbor Beach,
By its: Mayer

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