

EXHIBIT 7

Plaintiffs Offer of Proof Regarding Plaintiffs
Motion to Enforce Settlement Agreement



Commissioner Zylstra

November 6 at 8:20 PM · 🌐



Today, the Ottawa County Board of Commissioners voted 7-3 to accept Counsel's recommendation regarding litigation and settlement activities in the case of Hambley v. Ottawa County as addressed during Closed Session.

I voted no because I disagreed with Counsel's recommendation. We will vote on Counsel's formal recommendation on November 14, at 9:00 am.



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Ottawa County votes to accept settlement in Hambley case

The Ottawa County Board of Commissioners voted to accept a settlement rec...

16

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Heart OI

Concernedparent Ottawa he is the only one with this story. None of the other commissioners, including Zylstra and Bergman have confirmed this, correct?



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Douglas Zylstra

Heart OI - The filings from Friday say the same. Jacob's comment is accurate. <https://drive.google.com/.../1rjLaF7HF3d5PJyCK7ji.../view...>

...

During the closed session on November 6, attorneys for each side met with one another throughout the day to clarify offers and counteroffers between their respective clients wherein Health Officer Hanblley would resign, provide a release in this litigation, and accept a payment for her damages, along with multiple other terms.

- After Defendants met in closed session on November 6, defense counsel initially reported to Plaintiff's counsel that Defendants would not accept a settlement offer where Plaintiff requested Health Officer Hanblley resign, provide a release in this litigation, and accept a payment for her damages, along with multiple other terms. Defense counsel suggested that the Board majority would agree to a payment of \$1.4 million for Plaintiff's loss in pension value, and paying Plaintiff's attorney fees, in exchange for Plaintiff's resignation and release of the litigation, among other terms, like Ms. Hanblley's resignation.
- Plaintiff's counsel countered with \$4 million for Hanblley to resign for compensation of her various damages, plus other terms.
- Defense counsel countered with an offer to pay Hanblley \$4 million, plus \$200,000 for attorney fees, and other terms.
- Plaintiff's counsel countered with the County paying Hanblley \$4,400,000, plus a year of salary and benefits, and other terms.
- Defense counsel countered with the County paying Hanblley \$4 million, and other terms.
- Plaintiff's counsel countered with acceptance of the County paying Hanblley \$4 million and all other terms that defense counsel proposed, and clarifying that the County indemnity policy would continue to cover Hanblley and Hanblley as former employees. Defense counsel accepted this addition regarding indemnity.

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Heart OI

Douglas Zylstra so you both agree to sign a statement to these facts?

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Caryn Haines Huizen

Heart OI that's true too but honestly! I don't care who offered what! She shouldn't be rewarded for what she did! It's horrible! It SUCKS.

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Douglas Zylstra

Heart OI - My understanding is that that we couldn't get a document finished in a timely fashion yet that day.

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Douglas Zylstra

Heart OI We are being subpoenaed tomorrow, and if that question is asked, that will be my answer, for sure.

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Douglas Zylstra

Lori Grasman This sequence from Friday's court filings describes the process from that day. The Board (majority) offered her ~ \$1.8 to resign, she countered with \$8M, the Board (majority) increased the offer to 3.2M, she countered with \$4.455M and then the Board (majority) offered her \$4M, to which she agreed. Jacob's statement the numbers from the BOC side kept climbing is accurate.

Again, the sequence as to who offered what is accurate. The BOC majority made three offers, she made two counters and accepted the third offer from the BOC majority.

- During the closed session on November 6, attorneys for each side met with one another throughout the day to discuss offers and counteroffers between their respective clients wherein Health Officer Hanblley would resign, provide a release in this litigation, and accept a payment for her damages, along with multiple other terms.
 - After Defendants met in closed session on November 6, defense counsel initially reported to Plaintiff's counsel that Defendants would not accept a settlement offer where Plaintiff requested Health Officer Hanblley resign. Defense counsel wanted an offer to settle from Plaintiff which included her resignation. Defense counsel suggested that the Board majority would agree to a payment of \$1.8 million for Plaintiff's loss in pension value, and paying Plaintiff's attorney fees, in exchange for Plaintiff's resignation and release of the litigation, among other terms, like Ms. Monahan's resignation.
 - Plaintiff's counsel countered with \$8 million for Hanblley to resign for compensation of her various damages, plus other terms.
 - Defense counsel countered with an offer to pay Hanblley \$1 million, plus \$200,000 for attorney fees, and other terms.
 - Plaintiff's counsel countered with the County paying Hanblley \$4.455 million, plus a year of salary and benefits, and other terms.
 - Defense counsel countered with the County paying Hanblley \$4 million, and other terms.
 - Plaintiff's counsel countered with acceptance of the County paying Hanblley \$4 million and all other terms that defense counsel proposed, and clarifying that the County indemnity policy would continue to cover Hanblley and Monahan as former employees. Defense counsel accepted this addition regarding indemnity.

Document received by the ME Office, 2008 Circuit Court.

Hanblley \$4 million and all other terms that defense counsel proposed, and clarifying that the County indemnity policy would continue to cover Hanblley and Monahan as former employees. Defense counsel accepted this addition regarding indemnity.





Lori Grasman

Douglas Zylstra interesting! It seems like it will be he said/she said. Only one brief had very detailed time and exact words expressed by the Chair. With an already signed affidavit.

While the other still just making claims with not a lot to back up. 🙄

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Douglas Zylstra

Lori Grasman - Not sure what to say. Howard's brief had the timeline that both Jacob and I attest to as being accurate, and will if that's asked in court tomorrow.

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