

EXHIBIT 2

From: David Kallman <dave@kallmanlegal.com>
Sent: Thursday, November 9, 2023 10:12 AM
To: Sarah Riley Howard <showard@pinskysmith.com>
Cc: Stephen Kallman <steve@kallmanlegal.com>; Jack Jordan <jack@kallmanlegal.com>; Lanae Monera <Lanae@kallmanlegal.com>
Subject: Draft of Tentative Settlement

Sarah,

Attached please find the first draft of the tentative settlement proposal for your review. Once we have your proposed edits/changes/corrections, we will pass it along to the entire board for their review.

As you know, until the Board votes on terms of a final settlement agreement, there is no final resolution.

Feel free to call if you have any questions.

Thanks,

David Kallman
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SETTLEMENT AGREEMENT

This Settlement Agreement and Release of All Claims (“Agreement”) is made on the 14th day of November, 2023, by and between:

OTTAWA COUNTY, A MICHIGAN COUNTY, AND THE OTTAWA COUNTY BOARD OF COMMISSIONERS (hereinafter the “County”);

and

ADELINE HAMBLEY (hereinafter “Hambley”);

and

MARCIA MANSARAY (hereinafter “Mansaray”).

(collectively, the “Parties”).

WHEREAS, Hambley filed suit against the County in Ottawa County Circuit Court (File No.: 23-7180-CZ) (hereinafter the “Lawsuit”).

WHEREAS, the County conducted removal proceedings against Hambley pursuant to MCL 46.11(n) but has not made a final determination regarding removal.

WHEREAS, Hambley has stated her intent to sue the County if she were removed pursuant to MCL 46.11(n).

WHEREAS, the Parties agree to an amicable resolution of all disputes, which includes, but is not limited to, dismissal of the Lawsuit with prejudice, waiver of all potential appeals by all Parties in that case, resolution of the removal proceeding pursuant to MCL 46.11(n) with prejudice, and a full and complete waiver of all claims.

THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS.

- a. As used in this Agreement, “County” includes, if any, all individual County Board of Commissioners, the named Defendants in the Lawsuit, agents, family members, relatives, personal representatives, executors, administrators, heirs-at-law, legatees, agents, guarantor, attorneys, successors, and assigns and all other persons (whether directly or derivatively) against any other party to this agreement on account of those claims referred to in this Agreement.
- b. As used in this Agreement, “Hambley,” includes, if any, family members, relatives, personal representatives, executors, administrators, heirs-at-law, legatees, agents, guarantor, attorneys, successors, and assigns and all other persons (whether directly or derivatively) against any other party to this agreement on account of those claims referred to in this Agreement.

- c. As used in this Agreement, “Mansaray,” includes, if any, family members, relatives, personal representatives, executors, administrators, heirs-at-law, legatees, agents, guarantor, attorneys, successors, and assigns and all other persons (whether directly or derivatively) against any other party to this agreement on account of those claims referred to in this Agreement.

2. SETTLEMENT TERMS.

- a. The Parties agree to fully dismiss the Lawsuit with prejudice against all Defendants without costs, attorney fees, expenses, or penalties of any kind. The Parties agree to submit a stipulation and order to dismiss the Lawsuit with prejudice and dissolve the Preliminary Injunction.
- b. The Parties agree to waive all appeal rights related to the Lawsuit.
- c. Hambley agrees to resign from her position as Administrative Health Officer. Hambley agrees to continue working until at least November 30, 2023, but no later than December 15, 2023.
- d. Mansaray agrees to resign from her position as Deputy Health Officer, effective January 31, 2024. Mansaray will be placed on paid administrative leave on November 16, 2023, until her resignation on January 31, 2024. Mansaray will receive one-year of severance and benefits from her resignation date. However, if Mansaray obtains new employment at any time during the one-year severance period that is at least 75% of her annual salary (not including benefits), then the severance and benefits shall immediately cease.
- e. The County will continue its liability coverage/county indemnity for Hambley and Mansaray for any lawsuits or claims arising out of their official capacity and employment, whether it be by an affirmative act or omission.
- f. The County will dismiss the removal charges and proceedings with prejudice pursuant to MCL 46.11(n) that were issued against Hambley. None of the Parties are making any admissions as to the merits of the removal charges.
- g. Ottawa County will pay Hambley Four Million Dollars (\$4,000,000.00) to compensate her for losses of, including, but not limited to, lost pension, tax consequences, severance, and benefits.
- h. The Parties agree to the general release and waiver provisions outlined below.
- i. This Agreement shall not be construed as an admission by any Party as to any fact or claim.
- j. The Parties are each solely responsible for their own attorney fees, costs, and expenses.

3. GENERAL RELEASE/WAIVER.

- a. The Parties mutually agree that this settlement resolves all claims between the Parties. The Parties release and forever discharge the others from any and all past, present, and future claims, complaints, demands, causes of action, damages, costs, expenses, fees, and other liabilities of every sort and description, actual or potential, direct or indirect, fixed or contingent, known or unknown, suspected or unsuspected, and whether or not liquidated, including, without limitation, claims based on preexisting acts or omissions occurring at any time up to the date of this Agreement, which may result in future damages or injury, either in equity or at law, arising out of, caused by, or otherwise related in any way to the Parties. Further, the Parties hereby agree that no future lawsuits shall be filed regarding any of the above claims or any other potential claims as of the date of this Agreement.
- b. The County and its agents, attorneys, representatives, and assigns on behalf of itself, and on behalf of the County, and any and all other entities owned or controlled by the County hereby forever and fully remise, release, acquit and forever discharge Hambley, Mansaray, and their agents, representatives, attorneys, employees, affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it, of and from any and all actions, causes of actions, suits, debts, losses, damages, claims, demands or other liability or relief, whether in law or in equity, or before administrative agencies or departments, that the County had or now has against Hambley's or Mansaray's representatives, attorneys, employees, affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it.
- c. Hambley and her agents, attorneys, representatives, and assigns on behalf of herself, and on behalf of Hambley, and any and all other entities owned or controlled by Hambley hereby forever and fully remise, release, acquit and forever discharge the County and its agents, representatives, attorneys, employees, affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it, of and from any and all actions, causes of actions, suits, debts, losses, damages, claims, demands or other liability or relief, whether in law or in equity, or before administrative agencies or departments, that Hambley had or now has against the County's representatives, attorneys, employees, affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it.
- d. Mansaray and her agents, attorneys, representatives, and assigns on behalf of herself, and on behalf of Mansaray, and any and all other entities owned or controlled by Mansaray hereby forever and fully remise, release, acquit and forever discharge the County and its agents, representatives, attorneys, employees, affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it, of and from any and all actions, causes of actions, suits, debts, losses, damages, claims, demands or other liability or relief, whether in law or in equity, or before administrative agencies or departments, that Hambley had or now has against the County's representatives, attorneys, employees,

affiliates, subsidiaries, successors, assigns, or any entity otherwise owned, managed, or controlled by it.

- e. The parties agree that the Settlement Payment is given as compensation and full satisfaction for any and all claims, including, but not limited to, salary, pension, benefits, attorney fees, costs, and expenses.

4. GENERAL PROVISIONS.

- a. If this Agreement is breached or defaulted, the breaching party will indemnify and hold the other parties harmless from any resulting costs, including, but not limited to, actual attorney fees.
- b. The individual parties do not concede or admit that, with respect to each other, they have violated any law, statute, ordinance, or contract, governmental regulation, case law and/or have failed in any duty or obligation whatsoever and/or have committed any tort or engaged in any kind of wrongful conduct. The Parties specifically deny that they have engaged in any such conduct. The Parties enter into this Agreement solely in the interest of avoiding additional costs that would result from litigation, and the Parties acknowledge that the consideration described in this Agreement is adequate and sufficient and represents a full and complete settlement of any claims and/or rights.
- c. This Agreement will not be construed against any party on the grounds that such party drafted this Agreement. Instead, this Agreement will be interpreted as though drafted equally by the Parties.
- d. The Parties enter into this Agreement freely and voluntarily and with a full understanding of its terms. The Parties acknowledge that, except as expressly set forth in this Agreement, no representations of any kind or character have been made to induce the other party's execution of this document. The Parties further state that the only representations made to obtain consent to this Agreement are stated in this Agreement and that the Parties are signing this Agreement voluntarily and without coercion, intimidation, or threat of retaliation.
- e. This Agreement embodies the entire understanding of the Parties and all of the terms and conditions with respect to the matters discussed in this Agreement; it supersedes and annuls any and all other or former agreements, contracts, promises, or representations, whether written or oral, expressed or implied, made by, for, or on behalf of the Parties and it may not be altered, superseded, or otherwise modified except in writing signed by the party to be charged. All executed copies of this Agreement are duplicate originals, equally admissible as evidence.
- f. Failure by either Party to enforce any of the remedies provided to it in this Agreement will not be deemed a waiver of those rights.

- g. This Agreement must be construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is for any reason held to be invalid or unenforceable, that provision will not affect any other provision of this Agreement, but this Agreement will be construed as if the invalid and/or unenforceable provision had never been contained in the Agreement.
- h. The Parties agree to cooperate fully and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

5. DATE.

- a. The effective date of this Agreement will be the date on which the last party signs this Agreement. The parties agree that this Agreement may be executed in counterparts, each of which will be deemed to constitute an executed original, even though not all signatures may appear on the same counterpart.

AGREED:

Dated: _____

Ottawa County

Dated: _____

Ottawa County Board of Commissioners

Dated: _____

Adeline Hambley

Dated: _____

Marcia Mansaray