



Ottawa County
Corporation Counsel

Jack C. Jordan
Corporate Counsel

Lanae L. Monera
Corporate Counsel

December 16, 2024

Ms. Sarah Leach
15613 Groesbeck Street
Grand Haven, MI 49417
sentinelreach@gmail.com

RE: Freedom of Information Act Request #2024-008806634

Dear Ms. Leach:

We are the Freedom of Information Act Coordinators for Ottawa County, Michigan. We have received your request for “an opportunity to inspect or obtain copies of public records, specifically the separation agreement for Jordan Epperson.”

Your request is granted as to any existing, non-exempt public records in the possession of Ottawa County, which are responsive to the scope of your request. Attached is the requested document.

To the extent that any of the responses above may be construed as a denial of your request, you have the right to administratively appeal that denial pursuant to The Ottawa County Freedom of Information Act Policy, Procedures and Guidelines, and Public Summary, which are available at <https://www.miottawa.org/MediaRoom/>.

Alternatively, within 180 days of your original request, you are entitled to commence an action in the Michigan Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the Court determines that we have not complied with FOIA in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive your attorneys’ fees and damages and possible punitive damages in an amount up to \$1,000 as well as other appropriate relief under FOIA.

Very Truly Yours,

Jack Jordan
Ottawa County Corporation Counsel

Lanae Monera
Ottawa County Corporation Counsel

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made by and Jordan Epperson ("Employee") and the County of Ottawa, Michigan ("Employer"). The Employee and Employer are collectively referred to as the "Parties."

WHEREAS, Employee was an at-will employee of the Employer, and Employee's employment with the Employer terminated as of January 1, 2025 (the "Separation Date").

WHEREAS, in exchange for the consideration described herein, the sufficiency of which is acknowledged, Employee has agreed to release Employer from all claims arising from or related to that employment relationship as stated in this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. **Termination.** Employee's employment with the Employer terminated as of the Separation Date. Employee shall not seek re-employment, recall, or reinstatement with the Employer in the future.

2. **Past Compensation.** Employee acknowledges and agrees that other than the compensation and benefits specifically described in this Agreement, Employee has been provided all compensation, fringe benefits, bonuses, and reimbursement for work-related expenses due to Employee.

3. **Final Paycheck.** Employee's final paycheck, which will include compensation at Employee's regular rate of pay for all hours worked through the Separation Date and any other benefits owed, will be issued on the next regularly scheduled payroll date following the Separation Date. Employee will receive this paycheck regardless of whether Employee signs this Agreement.

4. **Severance Payment.** In consideration for the waivers, releases, and covenants in this Agreement, Employer and Employee agree that:

a. Employee shall receive a lump sum severance payment in the amount of five (5) months of his current annual salary, plus paid health insurance for five (5) months, less applicable taxes and withholdings, and

b. Any investigations performed by Employer at the request of Employee are hereby terminated and Employee shall receive a lump sum payment in the amount of \$75,000, not subject to withholding, and Employer shall provide Employee a 1099-MISC for this amount.

c. Together, subsections (a) and (b) of this section shall be the "Severance Payment." The Severance Payment amounts will be paid within seven (7) calendar days following the full execution of this Agreement by all parties, or by December 17, 2024, whichever is earlier (the "Effective Date").

d. The Severance Payment shall not be considered compensation for purposes of calculating benefits or contributions under the Company's retirement plan. Employee may choose to reject health insurance coverage and receive the full cash value of the health insurance as part of the lump sum severance payment.

5. **Benefits and Insurance Coverage.** Employee's benefits, not including health insurance, are terminated upon the Separation Date.

6. **Unemployment Benefits.** The parties agree that the Employer will not contest Employee's application for benefits from the Unemployment Insurance Agency and will truthfully report all payments made to Employee. Ultimately, the decision regarding eligibility for unemployment benefits rests with the State of Michigan.

7. **General Release.** Employee voluntarily agrees to and hereby does knowingly, fully and completely waive and release any and all statutory, administrative or common law claims, rights or causes of action seeking damages, costs, expenses, compensation, or any other relief that he has or may have against Employer, its officers, agents, servants and employees, as well as any predecessor or successor and assigns to them, which arises out of or is in any way connected with Employee's employment at or the termination of Employee's employment from Employer. This waiver and release includes but is not limited to claims, rights or causes of action involving: negligence; defamation; fraud or misrepresentation; invasion of privacy; due process of law under the United States Constitution or Michigan Constitution; wrongful discharge; violation of Employer personnel policies or any other Employer created policy regarding procedures related to the termination of Employee's employment; breach of contract (including breach of a collective bargaining agreement); violation of the Bullard-Plawecki Employee Right to Know Act (MCL 423.501 *et seq.*); violation of the Family and Medical Leave Act (29 U.S.C. § 2601 *et seq.*); violation of the Michigan Paid Medical Leave Act (MCL 408.961 *et seq.*); violation of ERISA (29 U.S.C. § 1002 *et seq.*); violation of any and all state and federal employment discrimination laws including claims related to Employee's sex, race, religion, creed, national origin, height, weight, age and handicap under Title VII of the Civil Rights Act (42 U.S.C. § 2000 *et seq.*), the Age Discrimination in Employment Act as modified by the Older Workers Benefit Protection Act of 1990 (ADEA)(29 U.S.C. § 621 *et seq.*), the Americans with Disabilities Act (42 U.S.C. § 12101 *et seq.*), the Rehabilitation Act (29 U.S.C. § 701 *et seq.*), Michigan's Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*), and Michigan's Persons With Disabilities Civil Rights Act (MCL 37.1101 *et seq.*); violation of Michigan's Veteran's Preference Act (MCL 35.401 *et seq.*); violation of the Uniformed Services Employment and Reemployments Rights Act of 1994 (38 U.S.C. § 4301 *et seq.*); and violation of Michigan's Whistleblowers' Protection Act (MCL 15.361 *et seq.*) or any other state or federal law or regulation protecting whistleblowers. This waiver and release applies to the right to initiate, proceed with or participate in any state or federal lawsuit, any local, state or federal administrative proceeding, or any arbitration proceeding arising out of or in any way connected with Employee's employment at or the termination of Employee's employment with Employer. This waiver and release does not include claims regarding the alleged breach of the terms of this Agreement or claims arising under Michigan's Workers Disability Compensation Act (MCL 418.101 *et seq.*). Employee acknowledges that Employee is not aware of, and has not reported, any claims for any injuries arising out of Employee's employment with Employer. This waiver and release does not apply to rights or claims under the ADEA that may arise after the date of this Agreement, nor does it prohibit Employee from filing a charge or complaint with the Equal Employment Opportunity Commission (the "EEOC"), including a challenge to the validity of this waiver agreement under the ADEA, or participating in any investigation or proceeding conducted by the EEOC, but Employee waives and releases any right to receive any monetary benefit or remedy resulting from any such EEOC charge. Employer releases any and all claims against Employee.

8. **Confidential Information.** Employee agrees that during the course of his employment with Employer, he was exposed to, and/or participated in, the development of confidential information of Employer (hereafter referred to as "Confidential Information"). Employee agrees that:

a. As of the date Employee signed this Agreement, Employee has returned to Employer all of Employer's Confidential Information and/or other Employer property in his possession, custody, or control, whether in paper or electronic format. Employee also agrees that he will not retain any copies of Confidential Information in any form, whether on his personal computer, cell phone, PDA, in paper copies, or any other form; and

b. Employee will not, at any time, disclose or use, or assist in the disclosure or use of, any of Employer's Confidential Information to anyone outside of Employer, and he will not use any of Employer's Confidential Information for any purpose without prior express, written approval from Employer.

c. Except as required to be disclosed by law, including, but not limited to, the Freedom of Information Act, Employer agrees that all portions of Employee's personnel file will be confidential and will not be divulged to the public. Employer acknowledges any violation of this provision of the Agreement will likely result in Employee and/or his family being subjected to harassment. Employer agrees that any violation of this provision on its part shall be compensable by liquidated damages in an amount no less than \$75,000.00 for each violation, in addition to legal fees and costs. In a dispute over this provision, Employee shall have the right to prove damages in excess of \$75,000.00. *Respondeat superior* is explicitly incorporated into this provision of the Agreement, and Employer acknowledges responsibility for the actions of its paid and unpaid employees, agents, commissioners, and representatives, without limitation.

9. **Non-Defamation.** Employee agrees not to disclose to the public or any person any defamatory or false information regarding Employer. Employer agrees that it shall not make, publish, or communicate any defamatory, disparaging, or false information regarding Employee.

10. **Equitable Relief.** Employee acknowledges that the restrictions contained in Sections 8 and 9 of this Agreement are reasonable and necessary for the reasonable protection of the interests of Employer. Employee further acknowledges that Employer would not have entered into this Agreement but for the restrictions contained in Sections 8 and 9. Employee acknowledges that a violation of this Agreement would result in irreparable harm to Employer and that damages would be an inadequate remedy. Therefore, Employee agrees that Employer is entitled, in addition to any other remedies, to injunctive relief to secure the specific performance of this Agreement and to prevent a breach or threatened breach of this Agreement, without any requirement that Employer post a bond as a condition of such relief. The issuance of an injunction shall not in any manner prevent Employer from seeking compensatory damages in addition thereto, including its attorney's fees and costs, including investigation costs. Employee acknowledges and agrees that the remedies provided for in this Agreement are cumulative and are intended to be and are in addition to any other remedies available to Employer, either at law or in equity.

11. **Entire Agreement.** This Agreement is the entire agreement between Employee and Employer and supersedes any and all prior and contemporaneous oral or written agreements

or understandings, except as otherwise stated herein. Any modification of this Agreement must be in writing and signed by both parties to be binding.

12. **Heirs, Successors, and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns to each party.

13. **Interpretation.** The terms of this Agreement are to be interpreted, construed, enforced, and performed under the laws of the State of Michigan.

14. **Severability.** If any one or more provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable, the parties intend that the entire Agreement shall not fail but shall be construed and enforced without the unenforceable provisions, which provisions shall be deemed severed.

15. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach hereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts and such counterparts may be obtained by PDF, e-mail, or facsimile transmission, each of which taken together will constitute one and the same instrument.

17. **No Admission of Liability.** Nothing contained in this Agreement will constitute or be treated as an admission by Employee or Employer of liability, wrongdoing, or violation of law. In response to any request for a reference, Employer will provide only Employee's most recent job title and dates of employment. Except as required to be disclosed by law, including, but not limited to, the Freedom of Information Act, all portions of Employee's personnel file will be kept confidential by Employer and will not be disclosed.

18. **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement shall be resolved by confidential arbitration before a panel of three (3) arbitrators. An arbitrator shall be selected by each of the parties, and the two arbitrators shall mutually select a third arbitrator to serve with them. Alternatively, the parties may agree to accept a single arbitrator to be mutually agreed upon by the parties. The arbitration may be conducted under the auspices or rules of the American Arbitration Association or JAMS. The arbitrator(s) may utilize the procedural rules of those entities in conducting the arbitration. The costs of arbitration (not including an individual party's attorneys' fees and expenses) shall be borne equally by the parties, except that the party prevailing at arbitration shall be entitled to its reasonable attorneys' fees, expenses, and reimbursement of its share of the costs of arbitration. Arbitration shall be held at a place of mutual choosing by the parties. If the parties cannot agree, then the arbitrators shall select a location. Any arbitral award determination shall be final and binding on the parties and may be entered as a judgement in a court of competent jurisdiction.

Employee acknowledges and represents the following to Employer: that Employee has read and understands this Agreement; that Employee has had sufficient opportunity to consider this Agreement; that Employee has been advised to consult with an attorney; that Employee understands the consequences of entering into this Agreement and the general release contained herein; that Employee is knowingly and voluntarily entering into this Agreement; and that Employee is legally competent to do so.

IN WITNESS WHEREOF, Employee and Employer each has executed this Agreement as of the date indicated immediately below each signature.

EMPLOYER

By: Joseph Moss
Name: Joseph Moss
Title: Board Chair
Date: 12-10-2024

EMPLOYEE

By: Jordan Epperson
Name: Jordan Epperson
Phone Number: [REDACTED]
Email Address: [REDACTED]
Date: 12-10-2024

ATTEST

Rachel S. / JFR
Ottawa County Clerk/Register