



Ottawa County
Corporation Counsel

Jack C. Jordan
Corporate Counsel

Lanae L. Monera
Corporate Counsel

September 11, 2024

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

RE: Freedom of Information Act Request #2024-008804497

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 any and all documents relating to the settlement of Ryan Kimball v. Ottawa County as approved via the Ottawa County Insurance Authority on Aug. 19, 2024.”

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,

A handwritten signature in black ink that reads "Jack C. Jordan".

Jack Jordan
Ottawa County Corporation Counsel

A handwritten signature in black ink that reads "Lanae L. Monera".

Lanae Monera
Ottawa County Corporation Counsel

SETTLEMENT AGREEMENT

This Settlement Agreement and Release of All Claims (“**Agreement**”) is by and between RYAN KIMBALL (“**PLAINTIFF**”); and the COUNTY OF OTTAWA, a Michigan County (“**DEFENDANT**”); and is effective as of the date last signed below (the “**Effective Date**”). Plaintiff and Defendant may be referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS, on October 24, 2023, Plaintiff filed a lawsuit against Defendant in Ottawa County Circuit Court entitled *Ryan Kimball v. County of Ottawa (23-7502-CZ)* (the “**Lawsuit**”).

WHEREAS, the Parties agree that an amicable resolution of the Lawsuit and all other disputes between the Parties is in the Parties’ best interest.

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

1. RECITALS

- a. The foregoing recitals are a part of this Agreement and are incorporated by reference.

2. DEFINITIONS.

- a. As used in this Agreement, “**Plaintiff**” includes, if any, Plaintiff 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, “**Defendant**,” includes, if any, Defendant’s employees, agents, 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, “**Effective Date**” means the date that Plaintiff signs the agreement and the agreement is sent to counsel for Defendant.

3. SETTLEMENT TERMS.

- a. Defendant shall pay to Plaintiff two lump-sum payments equal to Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) (the “**Settlement Payments**”). Without making any admissions of any kind, remittance of the **Settlement Payments** shall be made no later than 21 days after the Effective Date as follows:
 - i. One check made payable to Ryan Kimball for \$150,000.00 for all alleged damages, and issued as a 1099 miscellaneous income payment.
 - ii. One check made payable to Cunningham Dalman PC for \$75,000.00.

The checks shall be delivered to Plaintiff's counsel at the following address:

Brad Glazier
Cunningham Dalman PC
321 Settlers Road
Holland, MI 49423

- b. Upon Plaintiff's counsel's receipt of the Settlement Payment, counsel for Plaintiff and Defendant shall execute and submit to the Court, and Plaintiff and Defendant hereby authorize their counsel to execute and submit to the Court, a Stipulation and Order to dismiss the lawsuit in its entirety with prejudice.

4. RELEASES.

- a. Plaintiff and his agents, attorneys, representatives, and assigns on behalf of themselves, and on behalf of Plaintiff, and any and all other entities owned or controlled by Plaintiff, hereby forever and fully remise, release, acquit and forever discharge Defendant and its 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 occurred or existed prior to the Effective Date.
- b. Defendant and its agents, attorneys, representatives, and assigns on behalf of themselves, and on behalf of Defendant, and any and all other entities owned or controlled by Defendant, hereby forever and fully remise, release, acquit and forever discharge Plaintiff and his 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 occurred or existed prior to the Effective Date.
- c. Notwithstanding the above paragraphs, nothing herein is intended to release the Parties of their obligation to comply with the terms of this Agreement.

5. GENERAL PROVISIONS.

- a. The individual Parties do not concede or admit that, with respect to each other, they have violated any law, statute, ordinance, or contract 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 further 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.

- b. The Parties acknowledge that they have retained counsel of their own choosing concerning the claims released in this Agreement; that the Parties have read and fully understand the terms of this Agreement and/or have had it reviewed and approved by the Parties respective counsel of choice, with adequate opportunity and time for such review; that this Agreement has been the result of substantial negotiations; and that the Parties are fully aware of its contents and of its legal effect. Accordingly, 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. 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.
- c. 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 all Parties. All executed copies of this Agreement are duplicate originals, are equally admissible as evidence.
- d. 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.
- e. 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.
- f. The Parties agree to cooperate fully and execute any and all supplementary documents 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.

- g. The Parties agree that the Settlement Terms are given as compensation and full satisfaction for any and all claims identified in the foregoing releases, including but not limited to, attorney fees, costs, and expenses.
- h. The Parties are each solely responsible for their own attorney fees, costs, and expenses, except as provided below herein in the event of a violation, breach, or default.
- i. If any term of this Agreement is violated, breached, or defaulted by any Party, the prevailing Party is entitled to reasonable reimbursement of their attorney fees, expenses, and costs incurred to enforce the Agreement, in an amount determined by the Court.
- j. 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.

The remainder of this page is intentionally left blank.

AGREED:

Dated: 9/9/2024

Dated: 9/10/2024

DocuSigned by:
Ryan Kimball
~~Ryan Kimball~~
Plaintiff

Joe Moss
County of Ottawa
By: Joe Moss
Its: Chair, Ottawa County Board of
Commissioners
Defendant