

EM SUBMISSION NO.: EME 5972014

PRESENTED: 11-6-14

ADOPTED: 11-10-14

**BY THE EMERGENCY MANAGER:**

**RESOLUTION APPROVING THE LITIGATION SETTLEMENT IN THE MATTER OF  
EDITH FOOTE V CITY OF FLINT, CASE NO. 13-100826-NO**


Edith Foote filed suit against the City of Flint relative to a slip and fall on an allegedly defective City sidewalk; and

Pursuant to the Full and Final Release of All Claims, attached hereto and made a part hereof, the City of Flint shall pay \$10,000.00; and


Although the City of Flint admits no liability, the Department of Law recommends settlement of this matter.

**IT IS RESOLVED** that the Emergency Manager hereby authorizes settlement in the litigation matter of *Edith Foote v City of Flint*, Case No. 13-100826-NO, in the amount of \$10,000.00 made payable to Edith Foote and her attorney, Randall I. Stone, in satisfaction of any and all claims arising out of said incident. Payment shall be drawn from appropriated funds in the Litigation and Suits line item 677-266.200-956.300.

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Peter M. Bade, City Attorney

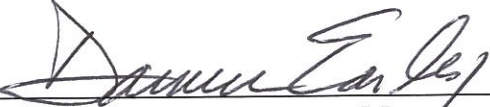
**APPROVED AS TO FINANCE:**

  
\_\_\_\_\_  
Gerald Ambrose, Finance Director

**EM DISPOSITION:**

ENACT ✓ FAIL \_\_\_\_\_

DATED 11-10-14

  
\_\_\_\_\_  
Darnell Earley, Emergency Manager

### FULL AND FINAL RELEASE OF ALL CLAIMS

Edith Foote, (hereinafter "Plaintiff") for the sole consideration of Ten Thousand Dollars (\$10,000.00) paid by the City of Flint, a Michigan Municipal Corporation, hereby releases and forever discharges the City of Flint, a Michigan Municipal Corporation, its elected officials, officers, agents, employees, divisions, departments, volunteers, boards, board members, commissions, commission members, multiple member bodies, and multiple member body members; collectively referred to as "the City", (hereinafter "Defendants") from any and all actions, causes of action, claims and demands of whatsoever kind or nature on account of any and all known and unknown injuries, losses and damages, sustained or received by Plaintiff, and for any and all claims that Plaintiff had, now has, or shall have in the future, by reason of, or in the subject matter of, Genesee County Circuit Court Case, *Edith Foote v. City of Flint*, No. 13-100826- NO, or any other potential claim Plaintiff may have against Defendants that Plaintiff is now aware of or may become aware of at a future date.

Plaintiff hereby authorizes and directs her attorney, Randall Stone, to stipulate to or otherwise consent to the settlement of the above referenced claim and agrees to dismiss the case in its entirety with prejudice.

Plaintiff further agrees and understands, that this agreement, (hereinafter "Release") is a full and final release for any and all claims Plaintiff has or may have against the Defendants involving the above referenced lawsuit(s), and that Plaintiff may never again commence any action or cause of action against the Defendants, either individually or jointly and severally, relating to the events that are the subject of the above-referenced lawsuit.

Plaintiff further agrees that the payment above set forth is in compromise of a disputed claim and demand and neither said payment nor the Release is to be construed to be any admission of liability on account of same.

Plaintiff further agrees this Release is given voluntarily and is not based on any representations or statements of any kind made by the Defendants, as to the merits, legal liability, or value of any claims or any other matter relating thereto.

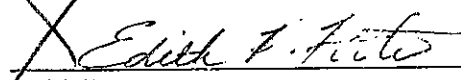
As stated, this Release is intended to cover all actions, causes of actions, claims and demands for, upon or by reason of any damage, loss or injury which Plaintiff has already sustained, may be sustaining now, or shall sustain in the future relating to the aforesaid incidents giving rise to the referenced case, it being fully understood that there may be other losses, damages, or injuries as a result of the incident giving rise to the case afore stated that are not apparent and that those damages, losses or injuries could become apparent in the future; however, knowing all of that, Plaintiff still enters into this Release with the complete knowledge and understanding that by doing so Plaintiff hereby releases and forever discharges Defendants and their insurers, from any further liability for the afore-described incident giving rise to the above-referenced case and for any consequences resulting therefrom, by way of contribution, indemnity or otherwise.

In consideration of the payment set forth herein, Plaintiff agrees that Plaintiff will not levy or execute upon any judgment hereinafter obtained by Plaintiff such that said enforcement, execution or levy would subject Defendants or their insurers, to any further liability for the afore described incident giving rise to the referenced case or for any consequences resulting therefrom, by way of contribution, indemnity or otherwise.

It is also agreed that this Release will operate to document and satisfy the pro rata share of the Defendants of any joint judgment or judgment for contribution rendered against them and that the document may be filed with any Court wherein such judgment is rendered, which judgment is a result of any claim for injuries, losses or damages suffered by Plaintiff as set forth herein.

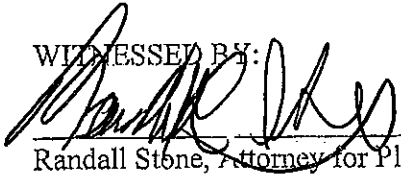
Plaintiff further states that the foregoing Release consisting of two pages has been read in its entirety and Plaintiff has had the opportunity to review same with her attorney, and fully understands and comprehends the contents hereof.

SIGNED:

  
Edith Foote

10/30/14  
Date

WITNESSED BY:

  
Randall Stone, Attorney for Plaintiff

10-30/14  
Date

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