

EM SUBMISSION NO.: EMA0292015

PRESENTED: 2-24-15

ADOPTED: 2-26-15

BY THE EMERGENCY MANAGER:

**RESOLUTION APPROVING THE LITIGATION SETTLEMENT IN THE MATTER OF
DARIN SMITH V CITY OF FLINT, ET AL, CASE NO. 13-cv-13417**

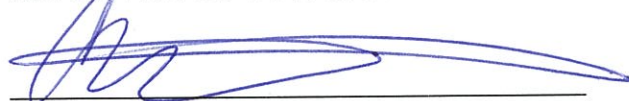
Darin Smith filed a civil rights suit against the City of Flint; and

Pursuant to the Release of all Claims and Indemnity Agreement for Derivative Claims, attached hereto and made a part hereof, the City of Flint shall pay \$15,000.00; 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 *Darin Smith v City of Flint*, Case No. 13-cv-13417, in the amount of \$15,000.00 made payable to Darin Smith and his attorney, Christopher Trainor and Associates, in satisfaction of any and all claims arising out of said litigation. 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:



Dawn Steele, Deputy Finance Director

EM DISPOSITION:

ENACT X

FAIL _____

DATED 2/26/15


Gerald Ambrose, Emergency Manager

**RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT
FOR DERIVATIVE CLAIMS**

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned being of lawful age, for the sole consideration of Fifteen Thousand and 00/100 Dollars (\$15,000.00) of the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns, release, acquit and forever discharge Todd Pillsbury, Dave Hanson, and the City of Flint, his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, employers, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights damages, costs, loss of service, expenses and compensation whatsoever on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and in the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about the 16th day of August, 2011 on Alvord Avenue in the City of Flint, County of Genesee, State of Michigan.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore, and intend merely to avoid litigation and buy their peace.

It is understood that this settlement resolves all the claims as set forth in litigation filed by Darin Smith against City of Flint, Dave Hanson and Todd Pillsbury, as set forth in the United States District Court Eastern District of Michigan Court action number 13-cv-13417, assigned to Judge Mark A. Goldsmith.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the undersigned rely(ies) wholly upon the undersigned's judgment, belief, and knowledge of the nature, extent, affect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further agrees for and in consideration of the payment made hereunder that undersigned shall indemnify and hold harmless Todd Pillsbury, Dave Hanson and the City of Flint, and his, her, their, and its executors and administrators, successors, assigns, heirs, agents, employers, firms, servants, corporations, partnerships from and for and any and all damages, legal fees or expenses, fees and costs, actual attorney fees, judgments, verdicts or awards, demands, rights, causes for action, losses,

claims and actions which may, do or shall arise out of or grow of consortium, loss of support or affection, loss of sexual services, loss of companionship, or loss of any relationship with respect to any friend or companion or relative of any degree of consanguinity or any relative in law of any degree of consanguinity of the undersigned.

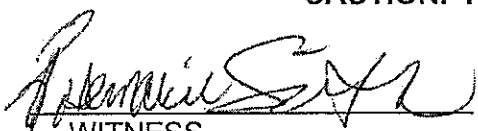
The undersigned further agrees for and in consideration of the payment made hereunder that undersigned shall indemnify and hold harmless releasee from any and all third party liens by any governmental, quasi governmental, insurer, or health provider with regard to any benefit, expense or service provided to the plaintiff as alleged to be related to the incidents and issues concerning the litigation hereby settled.


The settlement amount includes all interest, costs and attorney fees.


THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 27 day of Jan, 2015.

CAUTION: READ BEFORE SIGNING BELOW

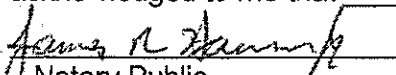

WITNESS


DARIN SMITH


WITNESS

STATE OF Michigan
SS.
COUNTY OF Genesee

On the 27 day of Jan, 2015, before me personally appeared Darin Smith to me known to be the person(s) named herein who executed the foregoing Release and Darin Smith acknowledged to me that he voluntarily executed same.


Notary Public
James A. Hansen Jr My term expires: Jan 3 2020