



Regular Council

AGENDA ITEM REPORT

To: George Lahanas
Subject: Approve the global settlement agreement for a former employee and authorize the City Manager to sign the agreement.
Meeting: Regular Council - 12 Nov 2019
Department: Human Resources
Staff Contact: Shelli Neumann, Director

BACKGROUND INFORMATION:

Per staff's recommendation, the City's legal counsel, Mr. Thomas Fleury, has negotiated a global settlement agreement with a former employee. The settlement resolves the former employee's worker's compensation claim, circuit court claim and his grievance. Mr. Fleury will be in attendance at the City Council meeting to represent the settlement agreement.

The execution of the agreement requires the City Manager's signature. With City Council's approval, the City Manager will sign the settlement agreement.

ATTACHMENTS:

[Troy Williams Settlement Agreement Final](#)

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) is made this ____ day of October 4, 2019, by and between the CITY OF EAST LANSING (hereinafter referred to as “the City”) and TROY WILLIAMS (hereinafter referred to as “WILLIAMS”).

The City and WILLIAMS hereby acknowledge the following:

WHEREAS, there is currently pending in Ingham County Circuit Court a lawsuit filed by WILLIAMS against the City, being Case No. 19-232-CD (hereinafter “the Lawsuit”); and

WHEREAS, the City and WILLIAMS, without any suggestion or admission of liability or fault, wish to amicably settle, compromise and dispose of all claims, disputes, demands or causes of action which were, or could have been, asserted in the Lawsuit, as well as all other differences between the City and WILLIAMS.

IN CONSIDERATION OF THE FOREGOING, IT IS HEREBY MUTUALLY AGREED BETWEEN THE CITY AND WILLIAMS AS FOLLOWS:

1. As used herein, the term “the City” means the CITY OF EAST LANSING, its successors and assigns, and all of its past, present and future City Council members, trustees, agents, employees, commissioners, officers, attorneys, representatives and officials.

2. As used herein, the term “WILLIAMS” means TROY WILLIAMS, as well as his heirs, attorneys, representatives, administrators, executors, successors, personal representatives and assigns.

3. WILLIAMS agrees that he will return to the City any and all property belonging to the City including, but not limited to, all keys, passes, ~~equipment, files, iphones, computers, credit cards and City files.~~ *CNA - Tw*

4. WILLIAMS promises, covenants and agrees not to apply at any time after the date of this Agreement for employment with the City in any capacity, and he agrees that he will not initiate any administrative or legal proceedings whatsoever at any time after the date of this Agreement to obtain employment with the City in any capacity, or to obtain damages for the City's failure to employ him in any capacity.

5. In exchange for the promises and agreements of the City herein, WILLIAMS hereby relinquishes and releases the City of any and all rights, claims and causes of action he has, had or may have against the City, whether known or unknown, which arose prior to the date of this Agreement, including, but not limited to, the following:

- (a) any claim for discrimination on the basis of age, sex, sexual harassment, race, color, national origin, ancestry, religion, disability, marital status, weight, height, sexual orientation, or any other illegal criteria arising under any local, state or federal statute, common law, or ordinance, including, but not limited to, any claims of discrimination arising under the Civil Rights Act of 1866, 42 U.S.C. §1981; the Civil Rights Act of 1871, 42 U.S.C. §1983; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000, et seq.; the Equal Pay Act, 29 U.S.C. §206(d); the Employee Retirement Income Security Act ("ERISA") [other than as reflected in subparagraph (i)], 29 U.S.C. §1001, et seq.; the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, et seq.; the Older Workers' Benefit Protection Act ("OWBPA"), 29 U.S.C. §621 et seq.; the Family Medical Leave Act ("FMLA"), 29 U.S.C. §2611; the Elliott-Larsen Civil Rights Act ("ELCRA"), MCLA §37.2101, et seq.; the Whistleblower's Protection Act, MCLA §15.361, et seq., MSA §17.428(1); the Michigan Handicappers Civil Rights Act, MCLA §37.101, et seq.; the Wages and Fringe Benefits Act, MCLA §408.471, et seq., MSA §17.277(1), et seq., or MCLA §600.2961, MSA §27A.2961; the Fair Labor Standards Act, 29 U.S.C. §201, et seq.; or any other federal, state or local common law, statute, ordinance or constitution;
- (b) any and all claims which were asserted or could have been asserted in the Lawsuit;

- (c) any and all claims that WILLIAMS was discharged improperly or illegally denied any employment, re-employment, promotion(s), transfer(s), job opportunities, wage increase(s), overtime or job assignment(s);
- (d) any and all claims for severance pay, lost wages, wage increases, paid or unpaid time off, stipends or any other form of compensation, fringe benefits or privileges of employment;
- (e) any claims for attorney fees, costs or expenses;
- (f) any claims for breach of any personnel policies or practices;
- (g) any claims for breach of any implied or express contracts or of any collective bargaining agreements;
- (h) any and all claims for age discrimination arising under the Age Discrimination in Employment Act (“ADEA”), 29 U.S.C. §621, et seq.;
- (i) any and all claims for fringe benefits including, but not limited to, health insurance, life insurance, sickness and/or accident insurance, vacation pay, stock options, dividends, 403(b), etc.;
- (j) any claims for damages or compensation for civil rights violations, emotional distress, anxiety, embarrassment or any physical or psychological injuries whatsoever;
- (k) any claims of negligence, intentional torts, defamation, invasion of privacy or any other tort of any kind whatsoever;
- (l) any and all claims for loss of consortium, loss of affection, affiliation or conjugal relations;
- (m) any and all claims for retaliation or violation of public policy; and
- (n) any and all claims for interference with contractual, prospective or advantageous relationships of any kind.

WILLIAMS agrees not only to release the City from any and all claims as stated above that WILLIAMS could make on his own behalf, but also any and all claims that may be made or could be made by any other person or organization on WILLIAMS’s behalf. WILLIAMS specifically

waives any right to become, and promises not to become, a member of any class in any case in which a claim against the City is made involving any events occurring up to and including the date of this Agreement, except where such waiver is specifically prohibited by law.

6. WILLIAMS further promises and agrees not to file suit or institute any legal or administrative proceedings seeking damages, compensation, benefits, attorney fees or any other remedy or relief for WILLIAMS, based upon any rights, claim or cause of action described in Paragraph 5 above. WILLIAMS further agrees not to allow or authorize any person or entity to file such lawsuit, legal or administrative proceeding on his behalf.

7. WILLIAMS waives his right to recover and promises not to accept any compensation, benefits, damages, attorney fees or any other remedy or relief, which arise out of any lawsuit, legal or administrative proceeding initiated or pursued by any person or entity against the City based upon any claim, right or cause of action described in Paragraph 5 above. WILLIAMS further waives the right to receive any settlement proceeds which may result from any class action in which a claim against the City is made involving any events occurring up to and including the date of this Agreement, except where such waiver is specifically prohibited by law.

8. WILLIAMS promises and agrees, upon payment of the settlement proceeds set forth in Paragraph 9 of this Agreement, to immediately dismiss the Lawsuit by having his attorney execute the attached Stipulated Order Dismissing Plaintiff's Claims, With Prejudice.

9. As consideration for the promises, covenants and agreements of WILLIAMS set forth herein, the City agrees to pay WILLIAMS Forty Thousand and 00/100 (\$40,000.00) Dollars in a lump sum, with the appropriate IRS Form 1099 to be filed reflecting said payment. The City

also agrees to settle with a redemption WILLIAMS's pending workers' compensation claim for Eighty Five Thousand and 00/100 (\$85,000.00) Dollars.

10. WILLIAMS agrees that nothing in this Agreement shall be construed as an admission of wrongdoing or liability by the City. WILLIAMS further agrees that this Agreement shall not be offered or admitted in any proceeding to prove or infer against the City any wrongdoing or liability. Rather, the parties acknowledge that they have entered into this Agreement to amicably resolve their differences and to avoid further litigation expenses and court costs.

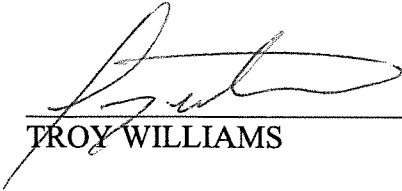
11. WILLIAMS agrees that the City has made no representation concerning the taxability or tax ramifications, if any, of any compensation paid under this Agreement and that the City assumes no liability for same. In the event that the City becomes liable for any tax consequences resulting from this Agreement, WILLIAMS only (not anyone else identified in Paragraph 2 of this Agreement under the definition of "WILLIAMS") agrees to indemnify the City for such tax consequences.

12. The parties acknowledge and agree that if any provision of this Agreement is determined to be unenforceable by any court or tribunal, the remainder of this Agreement shall remain in full force and effect and shall not be affected thereby; provided, however, that WILLIAMS may not challenge the validity of any provision of this Agreement, whether by claim or defense, without first tendering back all compensation or benefits or consideration he received pursuant to it.

13. This Agreement represents the complete understanding of the parties and shall be binding upon the parties, their representatives, successors and assigns. No other promises or agreements shall be binding between the parties unless in writing and signed by the parties.

WILLIAMS represents that, other than the promises set forth herein, no other promises, representations or inducements have been made to induce him to enter into this Agreement.

CITY OF EAST LANSING



TROY WILLIAMS

By _____
George Lahanas, City Manager