

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made on May 2, 2014, by and between **Shawn Koskyn, Greg Andrews, and Maria Santiago-Powell** ("Plaintiffs"), and Defendant **Teamsters Local 214**, ("Defendant"), for their mutual benefit. The Plaintiffs and Defendant shall, collectively, be referred to as the "Parties."

Recitals

1. Plaintiffs commenced a lawsuit captioned *Koskyn et al v Teamsters Local 214*, Wayne County Circuit Court Case No. 13-011017-CL ("Lawsuit"). Defendant filed a counter-claim on December 27, 2013 ("Counter-claim").
2. By entering into this Agreement Plaintiffs and Defendant desire to (i) amicably resolve the current claims between them; (ii) provide for dismissal of the Lawsuit, including the Counter-claim, with prejudice and without costs other than those recited in this agreement; and (iii) extinguish any further exposure by the Parties for damages, costs, attorney fees, sanctions, or interest claimed or which could have been claimed in the Lawsuit.

Terms and Conditions

The sole and full consideration to be given for this Agreement and the agreements, promises, and acknowledgments expressed in this Agreement, shall be as follows:

1. Upon execution of this Release and Settlement Agreement, the Parties agree to file a stipulation dismissing with prejudice of both the Lawsuit and Counter-claim within ten (10) days.
2. Defendant does not admit Plaintiffs or any other entity who may claim damages in the Lawsuit are entitled to any recovery from Defendant. On the contrary, Defendant maintains (i) all actions relating to the Lawsuit and the matters alleged in the Lawsuit were careful, proper, prudent, and in accordance with applicable standards, (ii) there were no legally improper omissions by Defendant, and (iii) the sole purpose of the settlement is to resolve a disputed claim.
3. Defendant represents that the grievance policy that was complained of in Plaintiffs' Lawsuit was revised to provide that the Defendant will represent all members of the bargaining unit consistent with the requirements of the laws of the State of Michigan and the United States; and that the revised policy that was first provided to Plaintiffs by Defendant's counsel on September 16, 2013 was distributed by the Defendant to Local Union stewards to be posted at all bargaining units represented by Defendant.


4. The Defendant shall cause a payment to be made of Two Thousand, Dollars and 00/100 (\$2,000.00) payable in U.S. dollars to Plaintiffs' counsel, which shall be fully inclusive of all interest, costs, and fees which are or might be taxable. The payment shall be payable and delivered to Plaintiffs' attorneys, Mackinac Center Legal Foundation, 140 W. Main Street, Midland, Michigan 48640, within five (5) days of the filing of the Stipulation Dismissing Plaintiffs' and Defendant's claims set forth in ¶1 above.
5. This settlement between Plaintiffs and Defendant shall dispose of all claims and Counter-claims between those Parties brought or which could have been brought in the Lawsuit.
6. In consideration of the payments and promises in this Agreement, the Parties and their successors in interest and representatives completely release, acquit, and forever discharge each other from any and all past or present claims brought or which could have been brought in the Lawsuit, including demands, Counter-claims, obligations, actions, causes of action, rights, damages, costs, liabilities, expenses, and compensation of any kind or nature whatsoever, whether based on a tort, contract, statute, or other theory of recovery, which they have had on account of, or are in any manner related to the Lawsuit, including the following:
 - a. any event described in the pleadings filed in the Lawsuit, including Counter-claims;
 - b. any event, cause, or matter which is in whole or in part the subject of the Lawsuit, or which is, or may be, stated, claimed, or alleged in the Lawsuit; and
 - c. any costs, expenses, or attorneys' fees incurred in connection with the Lawsuit.
7. The Parties to this Agreement, and their attorneys, shall take such other actions, or refrain from taking such actions, as necessary for carrying out the provisions of this Agreement consistent with the intent of the parties in entering into this Agreement.
8. This Agreement (i) comprises the entire agreement and understanding of the parties, (ii) supersedes all previous verbal and written agreements, and (iii) shall not be subsequently modified except in writing signed by each of the parties. There are no additional promises or terms of agreement between the parties other than those expressed herein.
9. This Agreement shall not be construed against any party as the drafter if there is any question as to the meaning of the terms and obligations.
10. The parties acknowledge they carefully read this Agreement, know its contents, have had the opportunity to review it with their counsel, and execute it freely and voluntarily.
11. By signing this Agreement in any corporate representative capacity, the corporate signatory represents he is a duly authorized corporate representative, fully empowered, and authorized to execute this document on behalf of the corporate entity.

12. The Parties acknowledge they understand and agree this Agreement is final, conclusive, and binding on them, including their successors in interest and representatives. Upon execution of this Agreement, any liability of the Parties to any entity or matters released in this Agreement shall cease and be fully and finally discharged.
13. The Parties covenant they and their attorneys shall consent to and execute all incidental and supplemental documents, pleadings, and papers, and take all supplementary steps necessary to give full force and effect to the terms of this Agreement. Such supplemental steps shall include, but are not limited to, the dismissal with prejudice and without costs of the Lawsuit, including all appeals.

Dated _____

Patrick J. Wright (P54052)
Derk A. Wilcox (P66177)
Attorney for Plaintiffs
MACKINAC CENTER LEGAL
FOUNDATION
140 W. Main Street
Midland, Michigan 48640

Dated May 2, 2014 _____


Michael L. Fayette (P26107)
PINSKY, SMITH, FAYETTE & KENNEDY,
LLP
Attorney for Defendant
146 Monroe Center NW, Suite 805
Grand Rapids, MI 49503