

One Hurley Plaza  
Flint, Michigan 48503

March 18, 2013

MLive/Flint Journal  
540 S. Saginaw St., #101  
Flint, MI 48502

**ATTN: GARY RIDLEY**

gridley@mlive.com

Re: FOIA Request Response

Greetings:

This is in response to your Freedom of Information Act (FOIA) request received in our office on February 25, 2013, which requested a "copy of any lawsuit settlement agreement between Hurley Medical Center and Tonya Battle."

Accordingly, enclosed please find the requested information.

If there are any questions or concerns, please do not hesitate to contact me at 810-262-9045.

Yours truly,



William D. Smith  
Executive VP & General Counsel

WDS/dd  
Enclosure

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This AGREEMENT is made on February \_\_, 2013 between BOARD OF HOSPITAL MANAGERS FOR THE CITY OF FLINT, d/b/a HURLEY MEDICAL CENTER ("Hurley"), MARY OSIKA, ("Osika")(together, "the Defendants"), TONYA L. BATTLE ("Battle"), LAKISHA BAH STEWART ("Stewart"), and LATOYA BUTLER ("Butler")(together, "the Plaintiffs").

WHEREAS, on February 19, 2013, the Plaintiffs filed a First Amended Complaint in Eastern District of Michigan Case No. 2:13-cv-10680 against the Defendants, alleging violations of 42 USC §1983, the Michigan Elliott-Larsen Civil Rights Act, and Intentional Infliction of Emotional Distress;

WHEREAS, the Plaintiffs and the Defendants both recognize the seriousness of the allegations in the Complaint, and that racism has no place at Hurley; and

WHEREAS, the parties have reached a settlement of all claims Plaintiffs' have or may assert against Defendants arising out of the transactions and occurrences alleged in the First Amended Complaint and wish for the terms of the settlement to be evidenced by this writing.

NOW, THEREFORE, the parties agree as follows:

1. Defendant Hurley or its designee agrees to pay, and the Plaintiffs agree to accept, total payments in those amounts agreed upon during the February 21, 2013 facilitation. These payments will be paid in lump sum disbursements not subject to withholdings. These payments will be made in separate drafts payable to each Plaintiff and to Plaintiffs' attorneys, Gafkay & Gardner, PLC. Plaintiffs will be responsible for paying any attorney fees due to the Gafkay & Gardner, PLC from the lump sum payment. The lump sum disbursements will be reported on Internal Revenue Service Form 1099 or its equivalent. No party has made any representations to any other with respect to the tax consequences of making or receiving the payment described in this paragraph.

2. Defendant Hurley agrees to undertake a "root cause analysis" of the incidents described in the First Amended Complaint. This "root cause analysis" will include participation by the Plaintiffs. The "root cause analysis" process will be directed by Defendant Hurley's Chief Executive Officer, with a goal of creating an action plan.

3. Defendant Hurley agrees to staff the position of "Employee Advocate," with responsibilities and authority similar to that of the former position of "Employee Advocate."

4. Defendant Hurley and the Plaintiffs agree to issue a joint statement regarding the resolution of this matter. The parties will agree on the form and content of the joint statement.

5. The Plaintiffs agree that the disbursements by and other covenants of the Defendant Hurley described above constitute consideration paid to the Plaintiffs in exchange for their release of the Defendants from claims for damages under state or federal law.

6. In consideration for providing the benefits described in this Agreement, the Plaintiffs fully, finally and completely release and discharge Defendant Osika, Defendant Hurley, its Board, and any subsidiaries, affiliates, directors, officers, and agents, from any and all claims, debts, wages, demands, rights, liens, charges, lawsuits, actions and causes of action, including, but not limited to, claims under United States or Michigan Constitutions, claims under Title VII of the Civil Rights Act of 1964, as amended, claims under the Americans With Disabilities Act, as amended, claims under the Michigan Elliott-Larsen Civil Rights Act, as amended, claims under the Michigan Handicapper's Civil Rights Act, as amended, claims under the Age Discrimination and Employment Act, as amended, claims under the Michigan Whistleblower's Protection Act, and claims under Michigan common law or doctrines, in law or in equity, and any and all other causes of action concerning or related to the transactions and occurrences stated in Plaintiffs' First Amended Complaint. Plaintiffs also agree to dismiss Eastern District of Michigan Case No. 2:13-cv-10680, with prejudice and without costs. The parties acknowledge that this Agreement is not an admission to any cause of action, liability or claim.

7. The provisions of any state, federal, or local law or statute that provide, in substance, that releases do not extend to claims, demands, injuries, or damages, which are unsuspected to exist at the time the person executed such release are hereby waived by the Plaintiffs.

8. A breach of this Agreement entitles a party not in breach to seek damages or equitable relief. This Agreement may be used as evidence in any subsequent proceeding in which any party alleges a breach of this Agreement.

9. This Agreement will be construed and enforced in accordance with the laws of the State of Michigan.

10. This Agreement binds the heirs, representatives, successors and assigns of the parties.

11. The parties agree that they will not communicate or disclose the terms of this Agreement to any other person, except as otherwise permitted by this Agreement, required by law, or upon the prior written consent of all parties, except that the Plaintiffs may disclose the terms of this Agreement to their legal, financial and tax advisors. No party will make any derogatory or negative comments about another party or that party's agents, Board or employees. Any violation of this paragraph is a material breach of this Agreement. A party may immediately seek appropriate judicial relief without the posting of a bond or the requirement of any other guarantee.

12. This Agreement contains the sole, complete and entire agreement and understanding of the parties concerning its subject matter and may not be altered, modified or

changed in any manner except by writing executed by the parties. The parties rely on no statement, promise or representation other than those expressly set forth in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, nor are there oral or other written collateral agreements concerning the subject matter of this Agreement. This Agreement integrates and supersedes all prior discussions, negotiations or preliminary understandings of the parties.

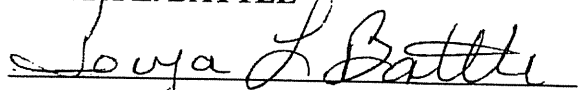
13. Plaintiffs specifically acknowledges the release and discharge of the Defendants, as well as the directors, trustees, officers, agents, employees, servants, successors, subsidiaries and assigns of the Defendants, from any and all rights, claims, suits, damages, and liability of any sort arising on or before the date of this Agreement for age discrimination under the Age Discrimination in Employment Act of 1967, and the Older Workers Benefit Protection Act of 1990.

14. PLAINTIFFS EACH HAVE HAD AT LEAST TWENTY-ONE (21) DAYS TO REVIEW THE TERMS OF THIS AGREEMENT AND HAVE BEEN ADVISED, IN WRITING, TO CONSULT WITH THE ATTORNEY OF HER CHOICE ON THE TERMS OF THE AGREEMENT. EACH PLAINTIFF UNDERSTANDS THAT SHE MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) DAYS AFTER SIGNING IT. TO BE EFFECTIVE, THE REVOCATION MUST BE IN WRITING AND DELIVERED TO THE PERSON WHO EXECUTED THIS AGREEMENT ON BEHALF OF DEFENDANT HURLEY. IF THE AGREEMENT IS NOT REVOKED WITHIN THE SEVEN (7) DAY PERIOD, IT WILL BE FULLY ENFORCEABLE WITHOUT ANY FURTHER AFFIRMATIVE ACTION BY ANY PARTY.

15. ALL PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND ITS TERMS, AND AGREE WITH IT.

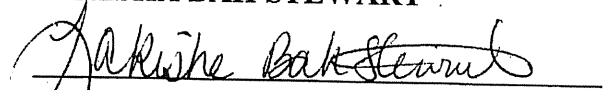
Plaintiffs:

TONYA L. BATTLE

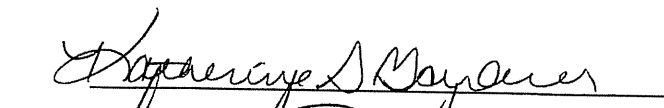

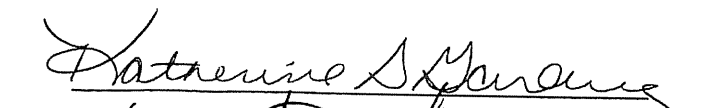



Dated: Feb. 21, 2013

LAKISHA BAH STEWART



Dated: Feb 21, 2013

  
  
Witnesses  
  
Witnesses

Katherine S. Gaudin

[Signature]  
Witnesses

LATOYA BUTLER  
[Signature]

Dated: 2/21, 2013

**Defendant Hurley:**  
**BOARD OF HOSPITAL MANAGERS**  
**FOR THE CITY OF FLINT**

John N. Peison  
[Signature]

Witnesses

Melany Gavulic

By: Melany Gavulic

Dated: Feb 21, 2013