

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OTTAWA

ADELINE HAMBLEY,

Plaintiff,

-vs-

**OTTAWA COUNTY, a Michigan County,
JOE MOSS, SYLVIA RHODEA, LUCY
EBEL, GRETCHEN COSBY, REBEKAH
CURRAN, ROGER BELKNAP, and
ALLISON MIEDEMA, Ottawa County
Commissioners in their individual and
official capacities,**

Defendants.

**STIPULATION AND ORDER
TO DISMISS**

FILE NO: 23-7180-CZ

**HON. JENNY McNEILL
Sitting by SCAO Assignment**

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STIPULATION TO DISMISS

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, as follows:

1. Ottawa County (County) hereby agrees to dismiss with prejudice all charges against Plaintiff and dismiss the MCL 46.11(n) removal hearing. Further, the charges raised cannot form the basis of any future charges or discipline against Plaintiff.

2. Plaintiff hereby dismisses with prejudice all claims that were brought or could have been brought in this action against all Defendants, Ottawa County Commissioners, and the County.
3. Plaintiff releases all claims for damages of any kind, including, but not limited to, exemplary and punitive damages, with the exception of the issue of attorney fees.
4. As to the issue of attorney fees, the Court will decide the amount, if any, of attorney fees to be awarded. Such attorney fees may include any attorney fees in this matter, including from the removal hearing. Attorney fees shall be determined by this Court at a time and date to be scheduled by the Court.
5. The Parties agree to waive any and all appellate rights in this matter, and Defendants agree to withdraw their appeal to the Michigan Supreme Court in this matter.
6. The Parties do not concede or admit that, with respect to each other, they have violated any law, statute, ordinance, or contract and/or have failed in any duty or obligation whatsoever and/or have committed any tort or engaged in any kind of wrongful conduct. The Parties specifically deny that they have engaged in any such conduct. The Parties enter into this Agreement solely in the interest of avoiding additional costs that would result from further litigation. Further, the Parties acknowledge that the consideration described in this Agreement is adequate and sufficient and represents a full and complete settlement of any claims and/or rights.
7. The Parties and their agents, attorneys, and representatives, hereby forever and fully mutually release each other and their representatives, attorneys, employees, affiliates, subsidiaries, successors, from any and all actions, causes of actions, suits, debts, losses,

damages, claims, demands or other liability or relief, whether in law or in equity of any kind which occurred or existed as of the date of this Stipulation.

8. In the event the County brings future charges under MCL 46.11(n) against Plaintiff on or before January 7, 2025, the Parties hereby stipulate and agree that such charges will be decided through a public binding arbitration panel that complies with the Open Meetings Act (MCL 15.261 et seq) and MCL 46.11(n). The arbitration panel shall consist of three members, one selected by Plaintiff, one selected by the County, and a third neutral arbitrator who shall be Thomas Behm. The arbitration panel shall comply with the rules and procedures of the American Arbitration Association. The arbitration panel's decision shall be binding on the Parties and shall not be subject to appeal.
9. Until December 31, 2025, in the event Plaintiff requires outside legal counsel to address a legal issue affecting the Ottawa County Department of Public Health, Plaintiff shall notify Ottawa County Corporate Counsel. Plaintiff and Ottawa County Corporate Counsel shall select a mutually agreeable attorney. Under no circumstances shall the total cost of the outside legal counsel exceed \$1,000.00 per month.
10. This stipulation resolves all claims and closes the case after the Court issues an order resolving the attorney fee issue.

Dated: February 26, 2024.

Adeline Hambley, Plaintiff

Dated: February 26, 2024.

Sarah Riley Howard
Attorney for Plaintiff

Dated: February 26, 2024.

Ottawa County, Defendant
By: Joe Moss, Chair

Dated: February 26, 2024.

Joe Moss, Defendant

Dated: February 26, 2024.

Sylvia Rhodea, Defendant

Dated: February 26, 2024.

Lucy Ebel, Defendant

Dated: February 26, 2024.

Gretchen Cosby, Defendant

Dated: February 26, 2024.

Rebekah Curran, Defendant

Dated: February 26, 2024.

Roger Belknap, Defendant

Dated: February 26, 2024.

Allison Miedema, Defendant

Dated: February 26, 2024.

David A. Kallman
Attorney for Defendants

ORDER

The Court having read the above stipulation, and being otherwise fully advised in the premises:

IT IS SO ORDERED.

DATED: _____

HON. JENNY McNEILL
Circuit Court Judge