RELEASE AND SETTLEMENT AGREEMENT

I. Standard Definitions.

A. "Agreement": This Release and Settlement Agreement.

B. "Damages": Damages are defined as financial loss of any kind whatsoever and without exception, including financial loss, related to or resulting directly or indirectly from personal injuries, including but not limited to emotional or other non-physical injury(ies) of any kind whatsoever, whether or not said injury(ies) is/are currently known, foreseen or foreseeable, temporary or permanent and including but not limited to any loss, damages, or injury(ies) of any kind which are currently unknown, unforeseen and unforeseeable, and which accrue or become known at some future time, and including all claims for common law or statutory causes of action.

II. Variable Definitions.

A. "Plaintiff": **KURTIS KOBASIC** and any heirs, executors, administrators, successors and assigns, next of kin, natural and adopted children and any estate on whose behalf **KURTIS KOBASIC** is acting and executing this Agreement.

B. "Defendants": **DELTA COUNTY** and **LAUREN WICKMAN**, and all of their employees, officers, agents, and commissioners, past, present or future, whether acting within or without the scope of their employment.

C. "Occurrence": All allegations made by Plaintiff as alleged in the Pending Claim.

D. "Pending Claim": All claims brought or which could have been brought arising out of the Occurrence as more specifically set forth in a lawsuit captioned: *KURTIS KOBASIC v. DELTA COUNTY and LAUREN WICKMAN*, in the U.S. Western District Court of Michigan, File No. 2:20-cv-113-RJJ-MV and including all other common law, statutory claims, and all civil rights act claims ~~asserted or which could be asserted by Plaintiff~~. arising out of or related to the lawsuit KJK

E. Plaintiff and Defendants shall together be referred to as the "Parties."

III. Release.

That for and in consideration of the payments, terms, conditions, promises, and covenants in this Agreement, Plaintiff hereby forever release and discharge any and all claims, demands, actions, causes of action, and all other rights which he may have for Damages against Defendants, based upon or arising out of all claims asserted in the Pending Claims ~~and all claims brought or which could have been brought~~, in any forum by the Plaintiff, existing at the time of this KJK

Agreement.

That for and in consideration of the release, terms, conditions, promises, and covenants in this Agreement, Defendants hereby forever release and discharge any and all claims, demands, actions, causes of action, and all other rights which he/she/they/it may have for any claims of dangerous dog and/or euthanasia against dog Turbo and/or Plaintiff related to dog Turbo, based upon or arising out of any and all claims prior to February 16, 2022 brought or which could have been brought, by them, or any agent, assign, and/or attorney in any forum. Defendants represent and warrant that the claim related to an alleged scratch/bite incident in approximately Spring 2021 was not assigned to another prosecutor's office and they have full authority to preclude any such prosecution contained within the context of this Release.

IV. Full and Final Settlement.

Plaintiff acknowledges that he understands and agrees this Agreement is final, conclusive and binding on Plaintiff and his heirs, and that upon execution of this Agreement, all claims released in this Agreement shall cease and Defendants shall be fully and finally discharged from all claims for Damages.

Defendants acknowledge, understand, and agree that this Agreement is final, conclusive and binding on Defendants, their agents, assigns, and/or attorneys, and that upon execution of this Agreement, all claims related in any way to dog Turbo in this Agreement shall cease and Plaintiff and dog Turbo are fully and finally discharged from all orders of euthanasia and dangerous animal allegations which would have occurred and/or accrued from the beginning of time through February 16, 2022.

The Parties acknowledge and agree that the sole consideration for this Agreement is that stated in the Consideration Paragraph and that consideration is in full and final settlement of the Pending Claim and all claims made or which could have been made by the Plaintiff resulting from the Occurrence.

V. Consideration.

The sole and full consideration to be given by and on behalf of the Defendants for this Agreement and the agreements, promises and acknowledgments of the parties expressed herein, shall be:

Payment of **SIXTY THOUSAND DOLLARS AND ZERO CENTS ($60,000.00)** forthwith to the Plaintiff and Plaintiff's attorneys, which shall be fully inclusive of all Damages, interest, costs and attorney fees which are or might be payable as to Plaintiff, as well as the release against Plaintiff and/or dog Turbo as outlined herein and incorporated by reference from the

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Release and Full and Final Settlement paragraphs above.

The Parties further agree to stipulate to set aside the preliminary injunction in File No. 2:20-cv-113-RJJ-MV, dated September 21, 2020 upon Judge Stephen Parks' signature and entry of the stipulated order stated as follows:

> (1) The Parties further agree to stipulate to dismiss and set aside any and all court orders with prejudice regarding the euthanasia of "Turbo," the dog owned and/or licensed in Delta County to Kurtis Kobasic and Valerie Kobasic, for any and all allegations that have occurred up to and including February 16, 2022. This paragraph does not apply to any court matters involving "Turbo" where the underlying incident occurred after February 16, 2022.

VI. Lien and Indemnity.

It is further understood and agreed that this Agreement and Release shall include the rights of recovery, if any, to any lienholder and/or statutory lienholder, including, but not limited to, Blue Cross, Medicare, Medicaid, and that the payment of the lien(s) shall be the sole responsibility of the Plaintiff and that he agrees to discharge such lien, if any, forthwith and agrees to hold the released parties harmless and indemnify them against the payment of any and all additional sums or money or damages, including costs and attorney fees.

Plaintiff hereby acknowledges receipt of a copy of this Agreement before signing same. It is understood that the provisions of this Release and Settlement Agreement are contractual and are not merely recitals and that the Plaintiff has read the foregoing Release and Settlement Agreement, understands it and signs same as his voluntary act and deed. Any contractual disputes regarding this Agreement shall be adjudicated by the Court, and the Court may award attorney fees at its discretion.

VII. Execution of Documents.

As part of this Agreement and for the consideration herein specified, the parties covenant that they, their assigns 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. It is understood such supplemental steps shall include, but are not limited to, the signing and entry of an order of dismissal with prejudice and without costs relating to the pending claim and all actual or potential appeals therefrom, upon final payment of the settlement amount.

It is understood and agreed that this Agreement is the compromise of disputed claims, and that the payment made is not to be construed as an admission of liability on the part of the

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Defendants, and that said Agreement denies liability and intends merely to avoid additional litigation.

IN WITNESS WHEREOF, Plaintiff has set forth his hand and seal this 16th day of March, 2022.

SHELLY A. FLOWER
NOTARY PUBLIC-DELTA COUNTY, MI
MY COMMISSION EXP 08/12/2024

PLAINTIFF:

Kurtis Kobasic

KURTIS KOBASIC

DEFENDANTS:

LAUREN WICKMAN

DELTA COUNTY
BY:
ITS:

As attorneys for Plaintiff and Defendant, I hereby certify that I have explained the legal meaning and importance of the foregoing instrument to Plaintiff prior to the execution thereof and this Agreement is hereby witnessed and approved by me.

Dated:_____

Celeste M. Dunn (P61819)
Attorneys for Plaintiff

Dated:_____

Gregory Grant (P68808)
Attorney for Defendant