

## **SETTLEMENT AGREEMENT**

The County of Livingston ("County"), by and through its Board of Commissioners ("Board"), and the 44<sup>th</sup> Circuit Court, the 53<sup>rd</sup> District Court, and the Livingston County Probate Court ("the Courts"), by and through the Honorable Matthew J. McGivney in his capacity as Chief Judge of the 44<sup>th</sup> Circuit Court and 53<sup>rd</sup> District Court, and the Honorable Miriam A. Cavanaugh in her capacity as Chief Judge of the Livingston County Probate Court (collectively the "Parties") have agreed that the lawsuit between the Parties currently pending as an original action in the Michigan Court of Appeals with Docket No. 370043 (the "Lawsuit") shall be settled upon the following terms and conditions in exchange for the mutual promises contained in this settlement agreement ("this Agreement"):

1. The County agrees to fund implementation of the results and recommendations of the union wage study conducted by MGT in 2023, retroactive to January 1, 2024. The amount currently held in contingency in the County's Fiscal Year 2024 Budget shall be released for this purpose as soon as possible following final approval of this Agreement and shall be used for no other purpose.
2. The County agrees to pay the Courts' attorney fees either (1) in an amount not to exceed 150% of the hourly rate charged by the County's attorneys in this litigation multiplied by a reasonable number of hours incurred, or (2) in an amount not to exceed 150% of the total amount charged to the County by the County's attorneys in this litigation, whichever amount is greater. In the event the amount in option (1) is the greater amount and parties are unable to agree to that the number of hours charged by the Courts' attorneys is reasonable, the parties agree to submit the issue to binding arbitration before Retired Judge Duncan Beagle. In the event Judge Beagle is unable to act as the arbitrator the parties will agree to submit the matter to arbitration before a mutually agreeable arbitrator. The County also agrees to pay the Courts' costs reasonably incurred in connection with the Lawsuit. If the parties are unable to agree as to the Courts' costs, the parties agree to submit the issue to binding arbitration before Retired Judge Duncan Beagle. In the event Judge Beagle is unable to act as the arbitrator, the parties will agree to submit the matter to arbitration before a mutually agreeable arbitrator.
3. The Courts have provided a line-item budget request for additional funding to the 2024 Courts' budget in the amount of \$36,000.00. The County agrees that approval of this Agreement will serve as a Budget Amendment and that amount shall be immediately made available to the Courts' 2024 budget.
4. Approval of this Agreement shall result in approval of the Level 3 Budget recommendation for the Courts' 2025 FY budget with an additional amount necessary to continue funding the union wage study referenced in paragraph 1, and that no further reductions from the Courts' budget will be made at Level 4 or Level 5 of the FY 2025 budget process.

5. The parties agree to reinstate standing monthly meetings beginning in November 2024 to discuss issues that may arise. One of the Chief Judges agrees to attend such meetings at least quarterly. Included in the issues to be discussed will be the SCAO Workload Study results when released.
6. The Courts agree to present a budget amendment resolution to the Livingston County Board of Commissioners in the future before executing any contract that will increase the Courts' then current fiscal year appropriation.
7. Upon the full execution of this Agreement between the Parties, the Parties shall file or cause to be filed a stipulation and order to dismiss the Lawsuit with prejudice, in the form attached hereto as Exhibit A.
8. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of law that would result in the application of the laws of any jurisdiction other than those of the State of Michigan.
9. The Parties mutually drafted this Agreement, and this Agreement shall not be construed more strictly against either Party.
10. This Agreement (together with its exhibits) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous communications, representations, understandings, agreements, negotiations and discussions, either oral or written, between the Parties. The Parties further acknowledge and agree that there are no oral or written communications, representations, understandings or agreements, directly or indirectly related to, arising out of, or connected with this Agreement that are not set forth herein. The Parties further acknowledge that they may hereafter discover facts different from or in addition to those which they know or believe to be true with respect to the claims released herein and agree that this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.
11. This Agreement, its terms, and the Parties' negotiations of it shall not constitute or be construed as an admission by the Parties of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. This Agreement or any of its terms shall not be offered as or received into evidence in any pending or future civil, criminal, or administrative proceeding or action against any Party hereto in any court, administrative agency, or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.
12. The Parties agree that this Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

13. If any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, such illegal, invalid, or unenforceable provision shall be severed from this Agreement and the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
14. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement, which shall be effective as of the date of the last Party to sign this Agreement.

**County of Livingston, by and through  
its Board of Commissioners**

/s/ Jay R Drick  
By: Jay Drick  
Its: Chairman

Dated: 10-28-2024

**44<sup>th</sup> Circuit Court and 53<sup>rd</sup> District  
Court**

/s/ [Signature]  
By: Hon. Matthew J. McGivney  
Its: Chief Judge

Dated: 10-24-2024

**Livingston County Probate Court**

/s/ [Signature]  
By: Hon. Miriam A. Cavanaugh  
Its: Chief Judge

Dated: 10/24/2024

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