

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

SUSAN MCBRIDE,

Plaintiff,

v.

CITY OF DETROIT,

Defendant.

CA #2:07-CV.12794  
HON. LAWRENCE P. ZATKOFF  
HON. MONA K. MAJZOUB

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KELMAN LORIA, PLLC  
Ann Curry Thompson (P27242)  
Attorney for Plaintiff  
660 Woodward Avenue, Suite 1420  
Detroit, MI 48226  
(313) 961-7363

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CITY OF DETROIT LAW DEPARTMENT  
Grant Ha (P53403)  
Attorney for Defendant  
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Detroit, MI 48226  
(313) 237-5036

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**SETTLEMENT AGREEMENT AND FULL  
AND COMPLETE RELEASE OF LIABILITY**

**THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement")**  
is entered into this 12<sup>th</sup> day of February, 2010, by and between: Susan McBride and  
the City of Detroit; and all employees and agents of the City of Detroit, (hereinafter referred to  
as the "City").

The parties to this Agreement acknowledge the following set of facts:

1. For and in consideration of the payment of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** by the City to Susan McBride and Kelman Loria, PLLC, her attorneys, and for and in consideration of the following non-economic arrangements:

a.) A notice containing the below language will be posted on the bulletin, usually located in the kitchens, on all floors of the Planning and Development Department located in the Cadillac Square Building; on the 7<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> floors of the Department of Public Works located in the Cadillac Square Building; on the 4<sup>th</sup> floor of the Buildings and Safety Engineering Department located in the Coleman A. Young Municipal Center; and the 15<sup>th</sup>-18<sup>th</sup> floor of the Law Department located in the First National Building.

Our goal is to be sensitive to employees with perfume and chemical sensitivities. In order to accommodate employees who are medically sensitive to the chemicals in scented products the City of Detroit requests that you refrain from wearing scented products, including but not limited to colognes, after-shave lotions, perfumes, deodorants,

body/face lotions, hair sprays or similar products, the City of Detroit also asks you to refrain the use of scented candles, perfume samples from magazines, spray or solid air fresheners, room deodorizers, plug-in wall air fresheners, cleaning compounds or similar products. Our employees with medical chemical sensitivities thank you for your cooperation.

b.) An abbreviated notice containing the below language will be posted in the lobby of the 13<sup>th</sup> floor of the Planning and Development Department, which is located in the Cadillac Square Building.

Our goal is to be sensitive to our employees with perfume and chemical sensitivities. Thank you for your cooperation.

c.) That the Directors of all City Departments will be notified that a change has been made in the Americans with Disabilities Act (ADA) training and to the New Employee Handbook. Specifically, that training regarding perfumes and other scented products have been added, and that all employees should be notified of such an addition.

d.) That Human Resources will send out a City wide email through CCSD notifying all employees that should there be a concern with ADA compliance, their questions may be addressed to their respective Human Resources representative, to ADA Coordinator Gwen Cook Jones, or to Brenda Braceful of Human Resources.

e.) That the New Employee Manual section regarding ADA will have the following statement:

Our goal is to be sensitive to employees with perfume and chemical sensitivities. Employees who are sensitive to perfumes and chemicals may suffer potentially serious health consequences. In order to accommodate employees who are medically sensitive to the chemicals in scented products the City of Detroit requests that you refrain from wearing scented products, including but not limited to colognes, after-shave lotions, perfumes, deodorants, body/face lotions, hair sprays or similar products, the City of Detroit also asks you to refrain the use of scented candles, perfume samples from magazines, spray or solid air fresheners, room deodorizers, plug-in wall air fresheners, cleaning compounds or similar products. Our employees with medical chemical sensitivities thank you for your cooperation.

f.) That Human Resources Training will include a new item regarding chemical sensitivities.

Plaintiff on behalf of herself, her family, dependents, executors, administrators and assigns hereby release, demise, acquit and forever discharge the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities) from ANY AND ALL causes of action, suits, grievances, claims and

demands whatsoever which Plaintiff ever had or now has against the them directly or indirectly for, upon, or by reason of any matter, cause or thing whatsoever, whether known or unknown, including but not limited to, all claims of ANY KIND. The Finance Director shall make the payment of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) described hereunder in an amount in the following distribution:

ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) payable to "Susan McBride and Kelman Loria, PLLC."

2. Plaintiff agrees to indemnify and hold the City of Detroit harmless from federal, state, or local claims for taxes due as a result of the settlement payment referred to above.
3. Plaintiff understands and agrees that this is a total and complete release by her of all claims which she has against the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities), even though there may be facts and consequences of facts which are unknown to Plaintiff or the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities).
4. The City has answered the above recited lawsuit, denying that its conduct was in any way wrongful or in violation of the law, but rather that the policy and treatment of Plaintiff was proper, and the City continues by this Agreement its denial that its conduct has been in any way wrongful or in violation of law and all claims made by Plaintiff were disputed and this settlement is an attempt to compromise said claims.
5. It is further understood and agreed that the Release constitutes the entire agreement between the parties hereto and that no amendment, deletion, addition, modification or waiver of any provision of the Release shall be binding or enforceable unless in writing and signed by all of the parties hereto.

6. It is further understood and agreed that the Release shall be governed by the laws of the State of Michigan. The parties hereto further agree that if, for any reason, any provision herein is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.
7. Plaintiff hereby agrees that she will forthwith request the dismissal with prejudice of any and all complaints and administrative actions she may have filed with any court or administrative agency against the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities), including but not limited to the United States Equal Employment Opportunity Commission and the Michigan Department of Civil Rights. Plaintiff specifically acknowledges that she is not entitled to any payment herein until all actions brought by Plaintiff or on her behalf are dismissed with prejudice.
8. Plaintiff acknowledges that she fully understands and agrees that this Agreement may be pleaded the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities) as a complete defense to any claim or entitlement which hereafter may be asserted by Plaintiff or other persons or agencies on her behalf in any suit or claim against the City and all its past and present agents, servants, employees, officers, officials, and attorneys (in their individual and representative capacities) for or on account of any matter or thing whatsoever arising out of Plaintiff's employment with the City of Detroit.
9. Breach of any of the provisions of this Agreement shall be deemed a material breach of this Agreement and entitle the City of Detroit to file an action to recover all monies paid to Plaintiff and her attorney under the terms of this Agreement.

**SUSAN MCBRIDE ACKNOWLEDGES THAT SHE HAS READ THE TERMS OF THIS AGREEMENT, THAT SHE HAS CONSULTED WITH HER ATTORNEY, ANN CURRY THOMPSON OF KELMAN LORIA, PLLC, WHO HAS READ AND EXPLAINED TO PLAINTIFF THE TERMS OF THIS AGREEMENT. THAT WITH**

FULL UNDERSTANDING OF ALL OF THE TERMS OF THIS AGREEMENT,  
PLAINTIFF VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE  
SIGNIFICANCE AND CONSEQUENCES OF THIS AGREEMENT AGREE TO BE SO  
BOUND.

EXECUTE AS FOLLOWS:

Signed this 12 day of Feb, 2010.

In the presence of

*[Signature]*  
Witness

*[Signature]*  
SUSAN MCBRIDE  
Plaintiff  
SS# [REDACTED]

*[Signature]*  
Witness

*[Signature]*  
ANN CURRY THOMPSON  
Attorney for Plaintiff

STATE OF MICHIGAN )  
  )SS  
COUNTY OF WAYNE

On Feb 12, 2010, before me personally appeared the above-named parties, to me personally known to be the same person(s) described in and who affixed the signature(s) upon the foregoing instrument in my presence and who stated on oath that each has read or has heard read the contents thereof which has been understood by each and that such contents are true and that same has been executed as the free and voluntary act of the signer(s) thereof.

Subscribed and sworn to before me  
this 12 day of Feb, 2010

*[Signature]*  
Notary Public, Macomb MI

My commission expires 6-5-2011  
acting in the county  
of Wayne