



January 7, 2019

Gus Burns
MLive Media Group
111 N. Ashley
Ann Arbor, MI 48104
fburns@mlive.com

Re: BUR 0824-18

Dear Mr. Burns:

I am writing in response to your Freedom of Information Act request dated December 9, 2018, which was received on December 10, 2018.

You requested, "a copy of the settlement agreement in the lawsuit of Wang v. Board of Regents of the University of Michigan (2:18-cv-12924)."

Your request is granted. Enclosed find the responsive document.

Sincerely,

Patricia J. Sellinger
Chief Freedom of Information Officer

Enclosure

**CONFIDENTIAL SETTLEMENT
AGREEMENT AND RELEASE OF CLAIMS**

This Confidential Settlement Agreement and Release of Claims ("Agreement") is entered into by and between AMY J. WANG ("WANG") and the UNIVERSITY OF MICHIGAN ("U-M") (collectively, the "Parties").

WANG filed a lawsuit against U-M, pending in United States District Court, Eastern District of Michigan, entitled *AMY J. WANG v. BOARD OF REGENTS OF THE UNIVERSITY OF MICHIGAN operating as the UNIVERSITY OF MICHIGAN, and NANCY HOBBS*, Case No. 2:18-cv-12924 (the "Lawsuit"). The Parties now wish to resolve all of WANG's claims against U-M.

For and in consideration of the mutual covenants set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Payment. In complete settlement of WANG's claims against U-M and Nancy Hobbs, U-M agrees to pay WANG the total amount of Three Hundred Thousand Dollars (\$300,000.00) as follows:

- (a) A check in the amount of One Hundred Nine Thousand Five Hundred and 00/100 Dollars (\$109,500.00), less applicable withholding, payable to WANG. U-M shall issue a Form W-2 to WANG in the amount of this payment, but there will be no deductions for retirement or other benefit contributions from this payment nor shall Wang be entitled to receive any employee benefits based upon this payment.
- (b) A check in the amount of One Hundred Nine Thousand Five Hundred and 00/100 Dollars (\$109,500.00) payable to WANG, for alleged non-economic damages. With regard to this check, U-M will issue WANG a 1099 for 2018.
- (c) A check payable to GASIOREK, MORGAN, GRECO, McCAULEY & KOTZIAN, P.C. in the amount of Eighty-One Thousand and 00/100 Dollars (\$81,000.00), for costs and attorney fees. With regard to this payment, U-M will issue GASIOREK,

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MORGAN, GRECO, McCAULEY & KOTZIAN, P.C. a 1099 for 2018.

The settlement payment amount will be attributed to the week in which it is paid. Plaintiff will hold U-M harmless regarding any potential liability to the State of Michigan as a result of the agreement to attribute settlement money as provided above.

The law firm of GASIOREK, MORGAN, GRECO, McCAULEY & KOTZIAN, P.C. and WANG shall each provide original, fully executed W-9 forms to counsel for the University of Michigan as a pre-condition of payment.

WANG acknowledges that U-M has not made any characterization regarding the taxability of the payments set forth above, and that the taxability is subject to determination by the Internal Revenue Service and/or other taxing authorities. WANG agrees that she is solely responsible for any and all taxes, federal, state or local, as may be imposed on her with respect to the aforementioned settlement amount, and agrees to indemnify and hold U-M harmless with respect to any claim made by any taxing authority regarding WANG's failure to pay such taxes, or the failure to withhold from any portion of the amount set forth above.

General Release. WANG, for herself, her agents, heirs, and successors, and anyone who might assert a claim on her behalf or a derivative claim relating to her (collectively referred to as "WANG"), agrees to release U-M, and its agents, officers, Regents, employees, attorneys and representatives, past, present and future (collectively referred to as "U-M") from any and all claims, whether known or unknown, that WANG may have, including by way of illustration and not limitation, the Family Medical Leave Act, Title VII of Civil Rights Act of 1964, the Civil Rights Act of 1991, the Michigan Elliott-Larsen Civil Rights Act, the Age Discrimination in Employment Act or the Older

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Workers Benefit Protection Act, 29 U.S.C. §621 *et. seq.*; the Michigan Persons with Disabilities Civil Rights Act, 42 U.S.C. §1981, 42 U.S.C. §1983, the Americans with Disabilities Act, the Rehabilitation Act, Michigan's Whistleblowers Protection Act; the Bullard-Plawecki Employee Right to Know Act, any claims of breach of contract, retaliation, physical injury, as defined in the Internal Revenue Code, §104, constitutional violation, fraud, misrepresentation, defamation, intentional infliction of emotional distress, attorneys' fees, costs, and/or any claims asserted or which could have been asserted in the Lawsuit or arising out of or in connection with WANG's presence and/or employment at U-M.

Dismissal of the Lawsuit With Prejudice. WANG, through her attorney, agrees to promptly execute a Stipulated Dismissal of the Lawsuit with prejudice and without costs or attorney fees to either party, upon full payment of the monies identified in Paragraph 2.

Dismissal of EEOC Charge. WANG agrees to promptly request the EEOC and the MDCR to dismiss her charge number 471-2018-04145.

Resignation. U-M agrees to characterize Wang's termination as a resignation and expunge the personnel file of any documents reflecting she was terminated.

No Re-employment. WANG agrees that she is not eligible for rehire and has no rights to re-employment, recall or rehire with U-M or its related entities. WANG also agrees that she will not in the future apply for, seek or accept reemployment with U-M. WANG further agrees and recognizes that if either she applies and/or is hired by U-M in the future, this Agreement is sufficient and appropriate legal grounds for denying employment and/or terminating that employment. U-M will not publicize WANG's "no

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re-hire" status, except that there will be a notation in the database and in her personnel file. This "no re-hire" notation will not be shared except if Plaintiff re-applies at U-M, or as required by law.

Neutral Job Reference. U-M agrees to provide inquiring parties with a neutral job reference limited to dates of employment and position held. WANG shall direct inquiring parties to obtain a reference by contacting Shared Services at (734) 615-2000.

Mutual Non-disparagement. Defendant Hobbs will not disparage WANG, and WANG will not disparage Defendant Hobbs or U-M or its employees

No Admission of Liability. This Agreement is entered into for the purpose of compromise and settlement of any disputed claims between WANG and U-M. The execution hereof and the consideration set forth herein shall not constitute or be deemed an admission of liability by U-M as to any of WANG's claims.

Confidentiality. WANG and U-M agree that they will keep the terms of this Agreement confidential and will not disclose any information concerning the terms to any third party, except: (a) immediate family, an attorney, accountant or tax advisor, all of whom shall first agree to abide by this confidentiality provision; (b) to the extent necessary to report income to appropriate taxing authorities as expressly required by law; or (c) in response to a specific court order, subpoena or legal process signed by a judge with competent jurisdiction who orders the disclosure of the nature, content, substance, conditions or specific terms of the Agreement, or as otherwise required by law. WANG agrees that she will only state that the matter has been resolved.

Not Evidence. The Parties agree that this Agreement may not be used as evidence in any action, except an action to enforce this Agreement.

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Severability. If any provision of this Agreement shall be found by a court to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement and the Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had not been originally incorporated herein. Upon a finding by a court, administrative agency or other tribunal of competent jurisdiction that any release, waiver or covenant contained in this Agreement is void, illegal or unenforceable, WANG agrees to promptly execute a release, waiver or covenant that is legal and enforceable.

Period for Review and Consideration of Release. WANG acknowledges that she has been given at least twenty-one (21) days to review and consider this Agreement before signing it; that if she signs it before that time has elapsed, she has knowingly and voluntarily chosen to do so; and that she has seven days after she signs the Agreement to revoke any release or waiver of claims under the Age Discrimination In Employment Act, in which case the settlement amount shall be reduced to \$280,000.00

Miscellaneous Provisions.

(a) WANG represents that neither U-M nor its agents, representatives or attorneys has made any representations concerning the terms or effects of this Agreement other than those contained in the Agreement itself.

(b) WANG understands, agrees and deems that the consideration exchanged for the various releases, covenants and agreements contained herein is sufficient and apportionable and waives any and all rights to assert any claim of lack of sufficiency and/or apportionability of consideration.

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Integration And Complete Agreement. The Parties agree that this Agreement sets forth the entire agreement between the Parties, and supersedes, voids and extinguishes any and all prior agreements or understandings between the Parties, including, but not limited to, actual or potential claims arising from WANG's employment and/or separation from employment with U-M.

Amendment. This Agreement may not be altered, or modified except in writing signed by both WANG and an authorized agent of U-M.

Applicable Law. The Parties agree and stipulate that Michigan law shall govern the enforceability and construction of this Agreement.

Execution by Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

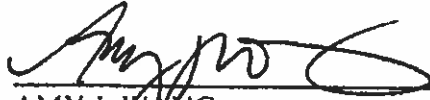
Further Acknowledgments. WANG further acknowledges that she has consulted with her attorney before executing this Agreement, and that she (a) is fully

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advised as to the premises; (b) understands all of the terms and conditions of the Agreement; and (c) executed the Agreement freely and voluntarily.

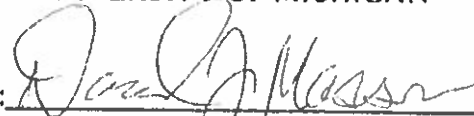
Dated: 11.30.18



AMY J. WANG

Dated: 12/3/18

THE UNIVERSITY OF MICHIGAN

By: 

Its: SR Assoc Gen Counsel

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