

## **SETTLEMENT AND GENERAL RELEASE AGREEMENT**

This **AGREEMENT** is made by and between **Mary Hall-Rayford, Karen Beltz, Karen Mouradjian and Cynthia Federle (“Plaintiffs”)**, and **City of Eastpointe and Monique Owens (“Defendants”)** only. **Plaintiffs and Defendants** are collectively referred to as (**“The Parties”**).

### **(I. RECITALS)**

A. **Plaintiffs** filed an action in the **United States District Court for the Eastern District of Michigan, Case No. 22-cv-12714, Mary Hall-Rayford, Karen Beltz, Karen Mouradjian and Cynthia Federle v. City of Eastpointe and Monique Owens (“the present litigation”)**.

B. **Defendants** answered and filed Affirmative Defenses.

C. **The Parties** seek to avoid further litigation, trial, appeal, the uncertainty of verdict, and the costs associated therewith.

D. **The Parties** seek to settle, compromise, adjust, and dispose of the remaining litigation, and every claim, counterclaim and cause of action set forth in **the present litigation**, including those which could have been alleged therein.

### **(II. AGREEMENT)**

In consideration for the mutual promises recited herein, the financial compromise, and other valuable consideration, the receipt of which is hereby acknowledged, **The Parties** agree as follows:

1. **The present litigation** shall be dismissed with prejudice and without costs, sanctions, or attorney fees to **The Parties**. The proposed Stipulation and Order of Dismissal attached hereto (Ex. A) shall be entered with the Court. **The Parties** will not seek reconsideration or appeal.

2. **Plaintiffs** and every person and entity having a claim through **Plaintiffs** hereby release and discharge **Defendants** and **Defendants'** officials, board members, department heads, officers, employees, representatives, insurers, attorneys and assigns from every, any and all claims, demands and damages, known and unknown which currently exist related to **the present litigation** and every allegation and every claim which could have been asserted in **the present litigation**.
3. **Plaintiffs** and every person and entity having a claim through **Plaintiffs** waive and agree to hold harmless the **Defendants** and the **Defendants'** officials, board members, department heads, officers, employees, representatives, insurers, attorneys and assigns from every, and all future claims and demands arising out of the claims releases and discharged in paragraph 2 above.
4. **Defendants** and every person and entity having a claim through **Defendants** hereby release and discharge **Plaintiffs** and **Plaintiffs'** representatives, insurers, attorneys and assigns from every, any and all claims, demands and damages, known and unknown which currently exist related to **the present litigation** and every allegation and every claim which could have been asserted in **the present litigation**.
5. **Defendants** and every person and entity having a claim through **Defendants** waive and agree to hold harmless the **Plaintiffs** and the **Plaintiffs'** representatives, insurers, attorneys and assigns from every, and all future claims and demands arising out of the claims releases and discharged in paragraph 4 above.
6. In consideration of the dismissal, release, discharge, waiver, and hold harmless provisions set forth in paragraphs 1–3 above **Defendants** shall pay **Plaintiffs** the sum of Eighty-Three Thousand and 00/100 Dollars (\$83,000.00). Payment shall be made in separate drafts in the amount of Seventeen Thousand Nine Hundred Ten and 00/100 Dollars (\$17,910.00) made payable to each **Plaintiff**.

**Defendants** will also pay the sum of Eleven Thousand Three Hundred Sixty and 00/100 Dollars (\$11,360.00) to **Plaintiffs'** attorneys. A draft in the amount of \$11,360.00 shall be made payable to the Foundation for Individuals Rights and Expression (FIRE), a non-profit corporation. **Plaintiffs** and **Plaintiffs'** attorneys shall each provide an IRS Form W-9 to **Defendants'** attorney prior to payment.

7. In consideration of the dismissal, release, discharge, waiver and hold

harmless agreement provisions set forth in paragraphs 1–3 above, **Defendants** agree to the execution and entry of the Consent Decree, attached as Ex. B.

8. In consideration for the dismissal, release, discharge, waiver, and hold harmless agreement provisions set forth in paragraphs 1–3 above, **Defendant City of Eastpointe** through its City Council, shall pass the Resolution, attached as Ex. C.
9. This **Agreement** is made solely for the purposes of compromise and settlement.
10. **The Parties** have been provided adequate time to review this **Agreement** and to discuss this **Agreement** and all aspects of this **Agreement** and the language contained herein with their Attorneys and/or counselors and/or accountants and financial advisors, and **The Parties** understand each of the provisions contained herein and are freely and voluntarily entering into this **Agreement**.
11. **Plaintiffs** and **Defendants** represent and certify that they each have full authority to sign this **Agreement**, and that no further approvals or consents by any other persons or entities are necessary for **Plaintiffs** and **Defendants** to enter this **Agreement** and fulfill the conditions herein.
12. This **Agreement** is to be interpreted and enforced in accordance with the laws of the **State of Michigan**. Any judicial action permitted under this **Agreement** or to enforce this **Agreement** shall be brought in the **United States District Court for the Eastern District of Michigan** or a state court of competent jurisdiction.
13. This **Agreement** constitutes the entire **Agreement** between **Plaintiffs** and **Defendants**. Except as expressly stated herein, this **Agreement** cancels and supersedes all other oral and written understandings between **the Parties**. No modification of this **Agreement** will be binding unless made in writing, dated after the effective date of this **Agreement**, and signed by **The Parties** to this **Agreement**.
14. Other than paragraph 7 and/or paragraph 8, if any single paragraph or clause of this Agreement should be found unenforceable, invalid, or illegal, it shall be severed, and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement. If paragraph 7 and/or paragraph 8 is found unenforceable, invalid, or illegal, this Agreement shall become void.

15. A copy of this Agreement may be executed in duplicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or PDF (portable document format) are as effective as the originals thereof.
  
16. This **Agreement** shall become binding and enforceable upon the date of its full execution by **Plaintiffs** and the designated representatives of the **Defendants**. Within ten (10) business days of full execution of the **Agreement**, **Defendants** shall provide authorization to execute and file the Consent Decree (Ex .B), which **Plaintiffs'** counsel shall countersign and file. Within twenty-one (21) business days of full execution of the **Agreement**, Defendants or their agent or insurer shall mail to **Plaintiffs'** counsel (c/o Jeffrey D. Zeman, Foundation for Individual Rights and Expression, 510 Walnut St., Suite 900, Philadelphia, Pennsylvania 19106), via overnight shipping with tracking information provided via email to **Plaintiffs'** counsel, the Payments described in paragraph 6. Within three (3) business days after the latest of (1) the Court entering the signed Consent Decree without modification, (2) **Defendant City of Eastpointe's** passing the Resolution (Ex. C), and (3) **Plaintiffs'** counsel receiving the payment described in paragraph 6, **Plaintiffs** shall file the Stipulation and Order of Dismissal (Ex. A).

ACCEPTED and AGREED TO on the date stated below:

MARY HALL-RAYFORD

Mary Hall-Rayford

2/26/24  
Date:

KAREN BELTZ

\_\_\_\_\_

\_\_\_\_\_  
Date:

KAREN MOURADJIAN

\_\_\_\_\_

\_\_\_\_\_  
Date:

CYNTHIA FEDERLE

\_\_\_\_\_

\_\_\_\_\_  
Date:

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ACCEPTED and AGREED TO on the date stated below:

MARY HALL-RAYFORD

\_\_\_\_\_

\_\_\_\_\_  
Date:

KAREN MOURADJIAN

\_\_\_\_\_

\_\_\_\_\_  
Date:

KAREN BELTZ

\_\_\_\_\_  
Karen Beltz

\_\_\_\_\_  
2/26/2024

Date:

CYNTHIA FEDERLE

\_\_\_\_\_

\_\_\_\_\_  
Date:

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ACCEPTED and AGREED TO on the date stated below:

MARY HALL-RAYFORD

KAREN BELTZ

\_\_\_\_\_

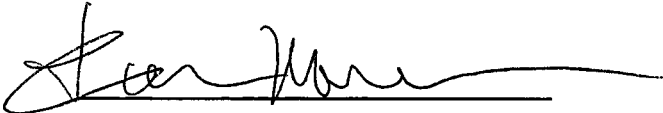
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\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

KAREN MOURADJIAN

CYNTHIA FEDERLE



\_\_\_\_\_

2/27/2024  
Date:

\_\_\_\_\_  
Date:

15. A copy of this Agreement may be executed in duplicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or PDF (portable document format) are as effective as the originals thereof.
  
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ACCEPTED and AGREED TO on the date stated below:

MARY HALL-RAYFORD

KAREN BELTZ

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

KAREN MOURADJIAN

CYNTHIA FEDERLE

\_\_\_\_\_

*Cynthia Federle*  
\_\_\_\_\_

\_\_\_\_\_  
Date:

*2-27-24*  
\_\_\_\_\_  
Date:

CITY OF EASTPOINTE AND MAYOR OWENS IN  
HER OFFICIAL CAPACITY

Maniah Walsh

By:

City Manager

Their:

3-6-24

Date:



*Hall-Rayford, et al. v. Owens, et al.*

Case No. 2:22-CV-12714-TGB

**Exhibit A to  
Settlement and  
General Release  
Agreement**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

MARY HALL-RAYFORD, KAREN  
BELTZ, KAREN MOURADJIAN,  
and CYNTHIA FEDERLE,

*Plaintiffs,*

v.

MONIQUE OWENS, in her individual  
capacity and official capacity as  
Mayor of Eastpointe, and CITY OF  
EASTPOINTE, a political subdivision  
of the State of Michigan,

*Defendants.*

Case No.: 22-cv-12714  
Hon. Terrence G. Berg

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**STIPULATION OF DISMISSAL WITH PREJUDICE**

Under Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiffs Mary Hall-Rayford, Karen Beltz, Karen Mouradjian, and Cynthia Federle, and Defendants City of Eastpointe and Monique Owens stipulate to the dismissal with prejudice of all claims and affirmative defenses arising out of or relating to this lawsuit. Other than amounts set forth in the Settlement Agreement between the parties, there will be no award by this Court of attorney's fees or costs to any party. The Court will retain jurisdiction to enforce the Consent Decree and the terms of the parties' Settlement Agreement.

Dated:

Respectfully submitted,

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CONOR T. FITZPATRICK (P78981)  
JEFFREY D. ZEMAN (P76610)  
FOUNDATION FOR INDIVIDUAL RIGHTS  
AND EXPRESSION  
700 Pennsylvania Ave. SE, Suite 340  
Washington, D.C. 20003  
(215) 717-3473  
conor.fitzpatrick@thefire.org  
jeff.zeman@thefire.org

*Counsel for Plaintiffs*

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TIMOTHY S. FERRAND (P39583)  
CUMMINGS, McCLOREY, DAVIS &  
ACHO, PLLC  
Attorney for Defendants  
19176 Hall Road, Suite 220  
Clinton Township, MI 48038  
(586) 228-5600  
tferrand@cnda-law.com

*Counsel for Defendants*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

MARY HALL-RAYFORD, KAREN  
BELTZ, KAREN MOURADJIAN,  
and CYNTHIA FEDERLE,

*Plaintiffs,*

v.

MONIQUE OWENS, in her individual  
capacity and official capacity as  
Mayor of Eastpointe, and CITY OF  
EASTPOINTE, a political subdivision  
of the State of Michigan,

*Defendants.*

Case No.: 22-cv-12714  
Hon. Terrence G. Berg

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**[PROPOSED] ORDER GRANTING STIPULATION OF DISMISSAL**

Before the Court is the Parties' Stipulation of Dismissal. The parties have stipulated that the above-captioned action and all claims and affirmative defenses arising out of or relating thereto should be dismissed with prejudice and without an award of fees or costs by the Court.

Accordingly, **IT IS HEREBY ORDERED** that this matter is dismissed with prejudice. The Court will retain jurisdiction to enforce the Consent Decree and the terms of the parties' Settlement Agreement.

**SIGNED this \_\_\_\_ day of [[Month]], 2024.**

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Terrence G. Berg  
United States District Judge

*Hall-Rayford, et al. v. Owens, et al.*

Case No. 2:22-CV-12714-TGB

**Exhibit B to  
Settlement and  
General Release  
Agreement**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

MARY HALL-RAYFORD, KAREN  
BELTZ, KAREN MOURADJIAN, and  
CYNTHIA FEDERLE,

Case No.: 22-cv-12714  
Hon. Terrence G. Berg

Plaintiffs,

v.

MONIQUE OWENS, in her individual  
capacity and official capacity as Mayor  
of Eastpointe, and CITY OF EASTPOINTE,  
a political subdivision of the State of Michigan,

Defendants.

---

CONOR T. FITZPATRICK (P78981)  
JEFFREY D. ZEMAN (P76610)  
Foundation for Individual Rights and  
Expression  
Attorney for Plaintiffs  
700 Pennsylvania Ave. SE, Suite 340  
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jeff.zeman@thefire.org

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TIMOTHY S. FERRAND (P39583)  
Cummings, McClorey, Davis & Acho,  
PLLC  
Attorney for Defendants  
19176 Hall Road, Suite 220  
Clinton Township, MI 48038  
(586) 228-5600  
tferrand@cnda-law.com

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**CONSENT DECREE**

This matter comes to the Court on stipulation and agreement by and between  
the above-captioned parties, through their respective counsel of record.

WHEREFORE, upon the consent and request of the parties, IT IS HEREBY  
ORDERED that:

1. The City of Eastpointe shall remove from all future City Council meeting agendas, and shall not enforce, the language requiring members of the public to “direct their comments to the Council as a body, not to an individual member of Council or the public.”
2. During public participation periods at City of Eastpointe City Council Meetings, subject to reasonable time, place and manner restrictions, members of the public may direct and/or express comment, criticism, or praise to and regarding public officials.
3. This Court will retain jurisdiction to enforce this Consent Decree and the terms of the parties’ Settlement Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Hon. Terrence G. Berg

Approved as to form:

\_\_\_\_\_  
CONOR T. FITZPATRICK (P78981)  
JEFFREY D. ZEMAN (P76610)  
Foundation for Individual Rights and  
Expression  
Attorneys for Plaintiffs

\_\_\_\_\_  
TIMOTHY S. FERRAND (P39583)  
Cummings, McClorey, Davis & Acho,  
PLLC  
Attorney for Defendants

*Hall-Rayford, et al. v. Owens, et al.*

Case No. 2:22-CV-12714-TGB

**Exhibit C to  
Settlement and  
General Release  
Agreement**



**CITY OF EASTPOINTE,**  
**County of Macomb, State of Michigan**

**RESOLUTION NO. 24-[ ]**

A resolution declaring September 6 as First Amendment Day in the City of Eastpointe.

**RECITALS**

1. Mary Hall-Rayford, Karen Beltz, Karen Mouradjian and Cynthia Federle filed a lawsuit against the City of Eastpointe and former Mayor Monique Owens.
2. The lawsuit alleged violations of the First and Fourteenth Amendments of the United States Constitution arising out of Ms. Hall-Rayford, Ms. Beltz, Ms. Mouradjian and Ms. Federle's criticism of Mayor Owens during public participation periods of City of Eastpointe City Council Meetings.
3. The City of Eastpointe recognizes that during public participation periods at City of Eastpointe City Council Meetings members of the public may direct and/or express comment, criticism and/or praise regarding the works and/or actions of any public official subject to reasonable, time, place and manner restrictions.
4. The City of Eastpointe recognizes that the comments made by Ms. Hall-Rayford, Ms. Beltz, Ms. Mouradjian and Ms. Federle during the public participation periods of the City of Eastpointe City Council Meeting were protected by the First Amendment of the United States Constitution and that curtailing those communications would be contrary to the rights of free

speech and public expression which the City of Eastpointe intends to fully embrace and foster.

## **RESOLUTION**

THEREFORE, it is hereby resolved as follows:

1. The City of Eastpointe through its City Council hereby recognizes September 6 as First Amendment Day.
2. The City of Eastpointe City Council hereby recognizes that during public participation periods at City of Eastpointe City Council Meetings members of the public may direct and/or express comment, criticism, and/or praise to and regarding public officials and on any matter of public concern.
3. The City of Eastpointe City Council hereby recognizes the importance of First Amendment rights and the right to public debate and encourages members of the public to actively participate at City of Eastpointe City Council Meetings during public participation periods.
4. Further, the City of Eastpointe hereby apologizes for the events of the March 22, 2022 and September 6, 2022 City of Eastpointe City Council Meetings, which curtailed the First Amendment rights of Mary Hall-Rayford, Karen Beltz, Karen Mouradjian, and Cindy Federle.