

**CONFIDENTIAL SETTLEMENT AGREEMENT  
AND MUTUAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and Mutual Release of All Claims (“Agreement”) is entered into by and between Robert Perialas (“PERIALAS”) and the Lansing Board of Water and Light (“the BWL”) (PERIALAS and the BWL collectively referred to as the “Parties”).

Each and every reference to PERIALAS and/or the BWL in this Agreement shall be construed to include, to the extent they may exist, all of their respective heirs, beneficiaries, personal representatives, successors, and predecessors. Subject to and in accordance with the terms, conditions, and limitations of this Agreement, the Parties desire to settle and resolve any and all asserted or un-asserted complaints, claims, disputes, grievances, or causes of action of any kind or character that PERIALAS may have or may believe he has against the BWL up through the Effective Date of this Agreement, defined below, whether such claims or causes of action are known or unknown, asserted in law or in equity, and whether contingent, liquidated, or otherwise as defined herein below.

**RECITALS:**

WHEREAS, a dispute has arisen between PERIALAS and the BWL arising out of PERIALAS’s prior employment relationship with the BWL;

WHEREAS, the BWL has denied and continues to deny the allegations asserted by PERIALAS;

WHEREAS, the Parties desire to resolve their disputes for the purpose of avoiding the expense and burden of litigation; and

WHEREAS, the Parties and their counsel believe that the terms and conditions of this Agreement are fair, reasonable, adequate, and proper, and acknowledge that this Agreement is a result of arm’s-length negotiations between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements, covenants, representations, and warranties set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound;

IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, that PERIALAS’S complaints, claims, disputes, grievances, or causes of action of any kind or character, known or unknown, are settled, waived, and released on the following terms and conditions:

**SETTLEMENT TERMS**

**1. Recitals:** The above recitals are incorporated into and made a part of this Agreement and are binding on all Parties hereto.

**2. Scope and Purpose of Agreement:** To settle and compromise any and all complaints, claims, disputes, grievances, or causes of action of any kind or character PERIALAS has or may have, now or in the future, in any forum, against the BWL or any of the other Released Parties identified in Paragraph 3(A) below, relating to PERIALAS's former employment relationship with the BWL, the termination of that employment relationship, any events occurring in the course of that employment relationship, and any events occurring prior to and including the Effective Date of this Agreement, the Parties, each represented by legal counsel, have negotiated a complete resolution as to any and all conceivable complaints, claims, disputes, grievances, or causes of action of any kind or character asserted or could have been asserted by PERIALAS, and PERIALAS agrees to enter into this Agreement.

**3. Complete and General Mutual Release:**

(A). As used in this Agreement, the term "Released Parties" means the BWL and the BWL's past, present, or future commissioners, commissions, boards, board members, executives, appointees, employees, directors, officers, agents, consultants, insurers, attorneys, partners, fiduciaries, accountants, and representatives.

(B). For and in consideration of the promises set forth in the Agreement, the sufficiency of which is hereby acknowledged, PERIALAS does hereby fully and forever waive, acquit, release, and discharge the BWL and the Released Parties from any and all actions, causes of action, liabilities, claims, grievances, debts, disputes, benefits, and other obligations of any description whatsoever, whether based on common law, equity law, local law, state law, or federal law, whether known or unknown, which might be pursued in any venue, forum, or jurisdiction, including but not limited to:

(i). claims for breach of contract, breach of implied contract, tort, discrimination, harassment, fraud, estoppel, wrongful discharge, retaliation, violation of public policy, defamation; and

(ii). claims under any federal, state, or local statute, law, regulation, or ordinance, as each may be amended from time to time, including specifically but not limited to, Title VII of the federal Civil Rights Act of 1964, Section 1981 of the Civil Rights Act of 1866 (42 U.S.C. § 1981), Section 1988 of the Civil Rights Act of 1866 (42 U.S.C. § 1988), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act of 1967 (ADEA), the Older Workers Benefits Protection Act (OWBPA), the Rehabilitation Act, the Employee Retirement Income Security Act (ERISA), the Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA), the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons With Disabilities Civil Rights Act, the Michigan Freedom of Information Act, and the Michigan Whistleblowers' Protection Act;

which PERIALAS has or may have against the Released Parties, and arise out of, or result from, or occurred in connection with any thing or matter occurring on or prior to the Effective Date of this Agreement, as defined below, including without limitation PERIALAS's employment with the BWL, the termination of that employment, and any events occurring prior to and in the course of that employment. Likewise, the BWL for and in consideration of the promises set forth in this

Agreement, the sufficiency of which is hereby acknowledged, do hereby fully and forever waive, acquit, release, and discharge PERIALAS from any and all actions, causes of action, liabilities, claims, grievances, debts, disputes, benefits, and other obligations of any description whatsoever, whether based on common law, equity law, local law, state law, or federal law, whether known or unknown, which might be pursued in any venue, forum, or jurisdiction.

**4. Waiver and Release Extends to Unknown Claims and Losses:** Except as otherwise provided in Paragraph 5, PERIALAS expressly understands and agrees that in the event any injury, loss, or damage has been sustained by PERIALAS that is not now known or suspected, or in the event that the losses or damage now known or suspected have present or future consequences not now known or suspected, this Agreement shall nevertheless constitute a full and final waiver and release and that this Agreement shall apply to all such unknown or unsuspected injuries, losses, damages, or consequences.

**5. No Waiver of Certain Rights:** It is not the intent of the Parties of this Agreement to waive any rights or claims that may arise after the date of the Effective Date of this Agreement, or to waive any rights or claims that may not be waived by operation of law, such as the right to participate in or initiate an investigation by a government agency (state or federal). PERIALAS acknowledges and expressly agrees, however, that he is releasing and waiving not only his rights to recover money or other relief in any action against the Released Parties, either directly or indirectly, but he is also releasing and waiving any rights he may have to recover money or other relief in any action that might be brought on his behalf (individually or collectively) by any other person or entity including, but not limited to, representative class or collective action plaintiffs or any federal, state, or local governmental agency or department.

**6. Covenant Not to Sue.** PERIALAS covenants and agrees that he will not bring any lawsuit, arbitration, or other proceeding against the BWL or any of the Released Parties on account of the released claims described in Sections 3 and 4 of this Agreement. The BWL covenants and agrees that it will not bring any lawsuit, arbitration, or other proceeding against PERIALAS on account of the released claims described in Section 3 of this Agreement.

**7. Settlement Payment:** In consideration of the releases, waivers, and promises contained in this Agreement, which consideration the Parties agree is sufficient and adequate, the Parties agree to the following:

The BWL will cause to be paid to PERIALAS the total gross sum of Seventy-Three Thousand Four Hundred Twenty-Eight Dollars and Zero Cents (\$73,428.00), inclusive of all fees and costs and less all applicable taxes (the "Settlement Payment"), which shall be paid by single check to "Robert Perialas" and delivered to his attorney, Kirby Albright of Fraser, Trebilcock, Davis, Dunlap, and Cavanaugh, P.C., and for which PERIALAS will receive an IRS Form W-2 under applicable tax laws.

PERIALAS also agrees that, as further consideration for this Agreement, he will assume sole responsibility for the reimbursement and/or repayment of any and all liens, debts, and other obligations against him relating in any way to the Settlement Payment, whether known or unknown, including, but not limited to, claims for legal services, fees, costs or claims asserted by any attorney, law firm, health care provider or insurer, governmental program, or governmental

agency (including expressly but not limited to Fraser, Trebilcock, Davis, Dunlap, and Cavanaugh, P.C.). PERIALAS shall defend, indemnify, and hold harmless the BWL from any claims by any third-party who has or may have an interest in, lien on, or right of subrogation in the Settlement Payment.

The Settlement Payment will be made on the first payroll date within the BWL's normal payroll schedule following the Effective Date of this Agreement.

**8. No Admission of Liability:** The Parties hereby acknowledge that neither this Agreement nor any statement contained herein shall be deemed to constitute an admission of liability or wrongdoing on the part of any of the Parties or the Released Parties.

**9. Representations Regarding Medicare Secondary Payer Act:**

**A.** PERIALAS affirms that he is not, and has never been, a recipient of Medicare benefits. PERIALAS further affirms that he has not sought medical treatment or incurred medical costs through Medicare as a result of the claims alleged in the Lawsuit. PERIALAS affirms that Medicare has not notified him of, nor is he aware of, any Medicare liens applicable to him. PERIALAS shall hold the BWL and other Released Parties harmless from any action by Medicare seeking payment of any past, current, or future medical expenses for PERIALAS.

**B.** This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms. PERIALAS warrants that he is not a Medicare beneficiary as of the date of this Agreement. Because PERIALAS is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. In addition, PERIALAS further agrees to indemnify and hold the BWL and other Released Parties harmless for any and all potential future claims that may be filed by the federal government pursuant to the Medicare Secondary Payer Act as a result of this Agreement.

While it is impossible to accurately predict the need for medical treatment, this Agreement is based upon a good faith determination of the Parties in order to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law and it is believed that the Agreement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare pursuant to 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by Centers for Medicare or Medicaid Services or Medicare on this settlement, or PERIALAS's eligibility or entitlement to Medicare or Medicare payments, will not render this Agreement void or ineffective, or in any way affect the finality of this liability settlement.

**10. Provision of All Wages and Benefits Owed to PERIALAS:** PERIALAS acknowledges and agrees that, for services rendered during his employment, the BWL has paid to him all wages, remuneration, and other compensation due and owing in accordance with federal and Michigan law, if any, and that he has been provided all benefits for which he was eligible pursuant to statute, regulation, and/or the BWL's policies or practices. PERIALAS acknowledges and expressly affirms that, other than what is set forth in this Agreement, he is not, and shall not in the future be, eligible for any additional remuneration by reason of his former employment relationship with the

BWL, specifically including any bonus, extended earnings, commissions, salary, wages, expense reimbursement, vacation pay, or other payment(s); insurance coverage or benefits; participation in any employment benefit plan; or issuance of any past, present, or future stock or equity interests.

**11. Confidentiality of Agreement:** PERIALAS agrees that he will not disclose the terms or existence of this Agreement to any persons other than his tax preparer, attorney, financial advisor, and marital partner, if any, and that he will instruct those individuals that they are not to disclose the terms or the existence of this Agreement. PERIALAS may also disclose the terms or existence of this Agreement as required by law. Otherwise, PERIALAS may only state that “the matter has been resolved.” If PERIALAS is served with legal process that, to his knowledge, requires the disclosure of this Agreement or any of its terms, PERIALAS shall notify the BWL in writing as soon as is practicable under the circumstances prior to the planned date of disclosure so that the BWL may intervene or otherwise protect their interests if they so desire. Such written notice shall be sent to the BWL’s General Counsel.

The BWL shall not disclose the terms or existence of this Agreement to any persons outside of the BWL, except as may be required by subpoena or as otherwise required by law, including, but not limited to, the Freedom of Information Act.

The Parties agree that they may divulge the content of this Agreement to a court of competent jurisdiction, if required, for the purpose of enforcing the terms of this Agreement.

The Parties acknowledge that the confidentiality of the existence and terms of this Agreement are of the essence and material to the Agreement, and that they will take no voluntary action or inaction that discloses or will reasonably lead to the disclosure of the existence or terms of this Agreement, except as required by law or as permitted under the Agreement.

**12. Employment References:** The BWL agrees that it will respond to any requests for information regarding PERIALAS by disclosing PERIALAS’s last title with the BWL and the dates of PERIALAS’s employment.

**13. Knowing and Voluntary Execution/Effective Date:** The Parties warrant and represent that: (a) they have received a copy of this Agreement; (b) they have read this Agreement in its entirety; (c) in consideration of and in exchange for the mutual promises and agreements exchanged in this agreement and to which are of value to them; (d) they have had reasonable, sufficient, and ample time to review and consider this Agreement prior to execution; (e) throughout negotiations to resolve their disputes, the Parties have been represented by competent legal counsel, with whom PERIALAS is hereby advised to consult before signing this Agreement; (f) PERIALAS has a period of at least 21 days within which to consider this Agreement; (g) he is hereby advised that for a period of seven (7) days following his signing of this agreement, he make revoke the Agreement by notifying the BWL’s Executive Director of Human Resources via email to [michael.flowers@lbwl.com](mailto:michael.flowers@lbwl.com) that he wishes to revoke the Agreement; and (h) this Agreement shall automatically become effective and enforceable on the eighth (8<sup>th</sup>) calendar day after the date this Agreement is signed by PERIALAS without his revoking it (the “Effective Date”).

**14. Mutual Non-Disparagement:** PERIALAS agrees and promises that he shall not and will not make any disparaging remarks verbally or in writing, by way of any medium (including social

media), regarding the BWL or any one or more of the Released Parties or their services. For purposes of this provision, “disparaging remarks” mean, without limitation, those remarks, whether perceived to be true or false, that are meant to describe the BWL or Released Parties in a negative light, belittle or denigrate them, or otherwise adversely affect their reputation within the community.

The BWL agrees and promises that it shall not, as a formal statement that can be attributed to the BWL as a statement of the organization, make any disparaging remarks verbally or in writing, by way of any medium (including social media), regarding PERIALAS. The BWL also agrees and promises that it shall take reasonable steps to ensure the following individuals, so long as the individual maintains an employment with the BWL, shall not make any public disparaging remarks verbally or in writing, by way of any medium (including social media), regarding PERIALAS: Richard Peffley, Dave Bolan, Heather Shawa, Stephen Serkaian, Michael Flowers, Lori Pung, Deanna Sparks and Kellee Christensen.

Notwithstanding the foregoing, nothing in this Paragraph shall preclude the Parties from making truthful statements if required by applicable law, regulation, or legal process.

**15. Merger and Integration Clause:** The Parties acknowledge and agree that this Agreement sets forth the entire understanding of the Parties with respect to the subject matter set forth herein and supersedes all prior understandings and agreements between the Parties, whether written or oral. No modification or amendment of this Agreement shall be of any force and effect unless in writing and executed by PERIALAS and the BWL’s Executive Director of Human Resources and Corporate Secretary. This Agreement inures to the benefit of the Released Parties and their assigns. PERIALAS further acknowledges and agrees that he may not assign his rights under this Agreement, including the right to receive the Settlement Payment, to any other person or entity without advance written permission by the BWL’s General Counsel.

**16. Michigan Law:** This Agreement shall be interpreted pursuant to the law of the State of Michigan, without regard to Michigan’s conflict of laws rules. Should any Party fail to satisfy his or its obligations under this Agreement, any other Party shall, in his or its sole discretion, have the option of taking action to enforce the terms of this Agreement. If any disputes arise under or relate to this Agreement, the applicable Michigan state court of competent jurisdiction will have exclusive jurisdiction over any and all disputes between or among the Parties hereto, whether in law or in equity, arising out of or relating to this Agreement.

**17. Severability of Invalid Provisions:** Should any provision of this Agreement be declared or be determined by any arbitrator or court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

**18. Execution in Counterparts, Photocopies:** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Accurate and true photocopies may be used in lieu of the originals for any purpose.

**19. Agreement Prepared by Both Parties:** The Parties agree and acknowledge that they have each been represented by legal counsel during the negotiation and drafting of this Agreement. Therefore, the Parties acknowledge that each has contributed to the drafting and preparation of this Agreement and no provision shall be construed against the other as if either party was the sole drafter thereof.

**20. No Waiver.** The failure by any Party to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement, or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right thereafter to enforce each and every term and condition of this Agreement.

**21. PERIALAS's Competency:** PERIALAS represents and acknowledges that he is unaware of any physical or mental limitation that affects his ability to work or to enter into this Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**THIS IS A RELEASE  
READ BEFORE SIGNING**

I, ROBERT PERIALAS, understand that Paragraph 13 of this Agreement provides me with the time period that the Age Discrimination in Employment Act (ADEA) and Older Workers Benefit Protection Act require that I be provided to consider whether I want to sign this Agreement. I hereby acknowledge that I have been provided the full amount of time required by law to consider this Agreement (including with my attorney of choosing), and knowingly and voluntarily choose to sign this Agreement at this time without any inducement or coercion by the BWL or the Released Parties. I further acknowledge that the seven-day revocation period in Paragraph 13 has not been shortened or waived, and that the seven-day period will commence as of the date of my signing this Agreement.

DATED: April 24, 2024

PERIALAS

  
By: **ROBERT PERIALAS**

DATED: April 26, 2024

THE BWL

DocuSigned by:  
*Michael Flowers*  
628468289897443  
By: **Michael E. Flowers**  
Title: **Executive Director of Human Resources**

DocuSigned by:  
*LaVella J. Todd*  
48BC4421F5324C7  
By: **LaVella J. Todd**  
Title: **Corporate Secretary**

*Marie A. Mireles*  
Digitally signed by Marie A. Mireles, Esq.  
DN: cn=Marie A. Mireles, Esq., o=Lansing Board of Water & Light, ou=Legal Services,  
email=marie.mireles@lwl.com, c=US  
Date: 2024.04.26 09:21:33 -04'00'