

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

In consideration of the agreements set forth below, **ROBERT DAVIS** ("DAVIS"), for himself, his heirs, and personal representatives, fully and forever releases, acquits and discharges **THE REGENTS OF THE UNIVERSITY OF MICHIGAN**, its subsidiaries, board members, officers, directors, representatives, and its former or current employees (collectively and individually, "**UNIVERSITY OF MICHIGAN**") from any and all claims, demands, actions and causes of actions of every kind, nature or description, whether known or unknown, which **DAVIS** may have had, may now have or may hereafter have against **UNIVERSITY OF MICHIGAN** by reason of any matter, cause, act or omission, including but not limited to all charges and claims asserted, or which could have been asserted, in the case of **ROBERT DAVIS v. THE UNIVERSITY OF MICHIGAN BOARD OF REGENTS**, Civil Action No. 10-170-CZ, pending in the Circuit Court for the County of Washtenaw, or in any forum whatsoever.

1. **UNIVERSITY OF MICHIGAN** agrees pay to **ROBERT DAVIS** the total sum of five thousand three hundred eighty (\$5,380.00) dollars, in a check payable to **ROBERT DAVIS**, within five (5) days after: (1) the execution of this Settlement Agreement and Full and Final Release and (2) an Order of Dismissal with Prejudice has been entered by the Court. This payment is made solely as reimbursement for accrued legal fees due **ROBERT DAVIS**' legal counsel.

2. In further consideration of the above payment to be made by **UNIVERSITY OF MICHIGAN**, **ROBERT DAVIS** agrees as follows:

A. Civil Action No 10-170-CZ (Washtenaw County Circuit Court) shall be forthwith dismissed with prejudice and without costs, interest or attorneys' fees by any party, and **ROBERT DAVIS** authorizes his attorney to execute a Stipulation for the Dismissal with Prejudice of that action.

B. **ROBERT DAVIS** agrees that he will be solely responsible for the payment of any Federal, State and/or local income taxes and any F.I.C.A. payments or other payments which may be required to be paid by him or on his behalf on account of the money paid to him pursuant to Paragraph 2 above.

C. **ROBERT DAVIS** understands and agrees that he is not deemed to be the prevailing party in the pending litigation and it is stipulated and agreed to that no party or their counsel will seek or be granted an award of attorneys' fees or costs from the other party or their counsel arising from the above-described pending litigation.

D. **ROBERT DAVIS** agrees that **UNIVERSITY OF MICHIGAN** may be damaged if he discloses the fact of a settlement of this matter, or its amount.

ROBERT DAVIS and his attorneys, Aina N. Watkins, PLLC, by Aina Watkins, Culpepper Kinney, by Robert F. Kinney, and Marlinga Law Group, PLLC, by Carl Marlinga, understand and agree that the terms of this Release, including the payments made to **ROBERT DAVIS** and his attorneys, shall be confidential and shall not be divulged to any third party, without the prior written consent of the **UNIVERSITY OF MICHIGAN**, except as required by law. In the event that **ROBERT DAVIS** or any of his attorneys receives any third party request for comment regarding this matter, they will respond with "No comment" and this shall be the only statements made by **ROBERT DAVIS** and/or his attorneys regarding disposition of this matter.

E. The above commitments by **UNIVERSITY OF MICHIGAN** are undertaken to avoid the expense and inconvenience of defending against claims by **ROBERT DAVIS** and for no other reason. **ROBERT DAVIS** accordingly acknowledges and agrees that the consideration stated above is made and accepted in settlement and compromise of disputed claims and shall not be construed to be admission of liability by **UNIVERSITY OF MICHIGAN** or its representatives, by whom any liability to **ROBERT DAVIS** is expressly denied.

F. **ROBERT DAVIS** specifically represents that he has not assigned, transferred or purported to assign or transfer to any third party any claim, known or unknown, against **UNIVERSITY OF MICHIGAN** or any portion of or interest in any such claim.

3. The provisions of this Settlement Agreement and Full and Final Release are severable and if any part of the Settlement Agreement and Full and Final Release is found to be null, void or inoperative by a court of competent jurisdiction, the other paragraphs or portion thereof shall remain fully valid and enforceable.

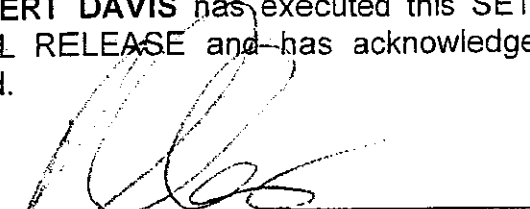
4. **ROBERT DAVIS** acknowledges that he was advised to consult with an attorney prior to executing this Settlement Agreement and Full and Final Release and that execution of this Settlement Agreement and Full and Final Release is knowing and voluntary.

ROBERT DAVIS understands and acknowledges that the terms of this Settlement Agreement and Full and Final Release are contractual and not a mere recital and that there are no agreements, understandings or representations made by **UNIVERSITY OF MICHIGAN**, its agents or representatives, except as expressly stated.

ROBERT DAVIS acknowledges that before signing this Settlement Agreement and Full and Final Release he has read it, that he fully understands its terms, content and effect, and he has had the benefit of advice from an attorney of his own choosing,

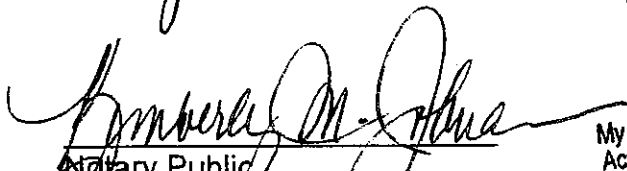
and that he has relied fully and completely on his own judgment and the advice of his attorney in executing this Settlement Agreement and Full and Final Release.

IN WITNESS WHEREOF, **ROBERT DAVIS** has executed this SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE and has acknowledged that he executed it as his own free act and deed.



ROBERT DAVIS

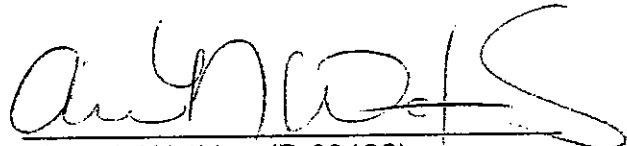
ACKNOWLEDGMENT -- the preceding document was acknowledged before me in Wayne County, Michigan on this 9th day of April, 2010 by **ROBERT DAVIS**.



Notary Public
Macomb County, Michigan, acting in Wayne Co, MI
My Commission Expires: 9-23-2013

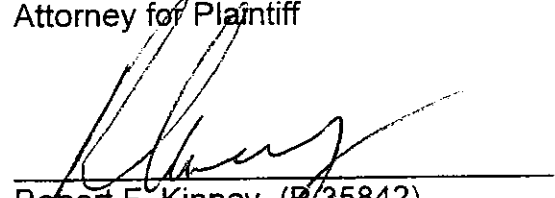
KIMBERLY M. JOHNSON
Notary Public, State of Michigan
County of Macomb
My Commission Expires September 23, 2012
Acting in the county of Wayne 13

Dated: 4/7/, 2010



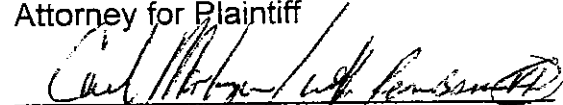
Aina N. Watkins (P-69196)
Aina N. Watkins, PLLC
Attorney for Plaintiff

Dated: 4/9/10, 2010



Robert F. Kinney (P/35842)
Culpepper Kinney
Attorney for Plaintiff

Dated: 4/9/10, 2010



Carl Marlinga (P/17102)
Marlinga Law Group, PLLC
Attorney for Plaintiff

Dated: 4/19/10, 2010



Debra Kowich (P/3)

Debra A. Kowich (P-43346)
University of Michigan
Attorney for Defendant

Dated: 4/19/10, 2010



Leonard M. Niehoff (P-36695)
Butzel Long, PC
Attorney for Defendant