

STATE OF MICHIGAN
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT
INGHAM COUNTY

MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND
ENERGY,

Plaintiff,

v.

MCDONAGH DEMOLITION, INC., an
Illinois corporation,

Defendant.

Case No.: 2020-000548-CE

Honorable WANDA M. STOKES

Gillian E. Wener (P81427)
ENVIRONMENT, NATURAL RESOURCES,
AND AGRICULTURE DIVISION
Assistant Attorney General
Attorneys for Plaintiff
P.O. Box 30755
Lansing, MI 48909
(517) 335-7664
wenerg@michigan.gov

J. Christian Hauser (P57990)
FRASCO CAPONIGRO WINEMAN
SCHEIBLE HAUSER & LUTTMANN, PLLC
Attorneys for Defendant
1301 W. Long Lake Road, Suite 250
Troy, MI 48098
(248) 334-6767
ch@frascap.com

STIPULATED ORDER DISMISSING CASE
WITHOUT PREJUDICE AND WITHOUT COSTS

At a session of the Ingham County Circuit Court, held in the city of
Mason, Michigan, on the 29 day of December, 2022

PRESENT: Hon. Wanda M. Stokes
Circuit Court Judge

This matter having come before the Court upon the agreement and stipulation of the parties as evidenced by the signatures of their respective counsel set forth below, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED that this matter is hereby dismissed without prejudice and without costs or attorney's fees as to either party.


IT IS FURTHER ORDERED that the Court shall retain jurisdiction to address any issues that may arise in the event of a default of any term or condition of the Memorandum of Binding Settlement Agreement entered between the parties.


IT IS SO ORDERED.

THIS IS A FINAL ORDER AND CLOSES THE CASE.


CIRCUIT COURT JUDGE

APPROVED AS TO FORM AND CONTENT.

By: 
Gillian E. Wener (P81427)
ENVIRONMENT, NATURAL RESOURCES, AND AGRICULTURE DIVISION
Assistant Attorney General
Attorneys for Plaintiff

By: 
J. Christian Hauser (P57990)
FRASCO CAPONIGRO WINEMAN
SCHEIBLE HAUSER & LUTTMANN, PLLC
Attorneys for Defendant

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF INGHAM

MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY,

Plaintiff,

Case No.: 2020-000548-CE
Hon. Wanda M. Stokes

v.

McDONAGH DEMOLITION, INC., an
Illinois corporation,

Defendants.

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MEMORANDUM OF BINDING SETTLEMENT AGREEMENT

This agreement contains all the essential terms of our settlement and we intend it to be legally binding and enforceable. While the parties will draft more formal documents or draft new ones, this is not merely an agreement to agree. Rather, it is a complete and entire agreement which may be enforced as written. This agreement shall be admissible as evidence for the enforcement of its terms. The parties agree as follows:

1. The Defendant will pay the Plaintiff \$37,500.00 ("Settlement Amount") in settlement of all claims against the Defendant and in exchange for this payment, when the Settlement Amount is paid in full, Plaintiff will fully and completely release Defendant from all claims in this matter. The Settlement Amount shall be paid in installments of \$4,687.50 ("Installment Payment") over a two (2) year period with the first Installment Payment being made on the date the Release referenced in paragraph three is signed. The remaining Installment Payments will be made on the following dates:

February 1, 2023
May 1, 2023
August 1, 2023
November 1, 2023
February 1, 2024
May 1, 2024
August 1, 2024 ("Final Installment Payment")

2. If any Installment Payment is not paid on the due date as set forth above and after receiving written notice of the default from Plaintiff, Defendant does not tender the Installment Payment within three (3) business days of the date of the notice, a Judgment against Defendant will be entered for the full Settlement Amount less any Installment Payments already tendered.
3. It is understood and acknowledged that the final terms of this settlement will be memorialized by the parties in a Release and Settlement Agreement and such other documents as are necessary to conclude this matter.
4. Paula Manis' invoice for all mediation services will be paid 50% by Plaintiff and 50% by Defendant.
5. This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.
6. Paula Manis is to serve as arbitrator concerning any disputes that may arise regarding the preparation of the "Release and Settlement Agreement."

Dated: November 3, 2022



11/3/2022

Gillian E. Wener, Attorney for
Plaintiff

J. Christian Hauser, Attorney for
Defendant


Paula K. Manis, as Mediator

February 1, 2023
May 1, 2023
August 1, 2023
November 1, 2023
February 1, 2024
May 1, 2024
August 1, 2024 ("Final Installment Payment")

2. If any Installment Payment is not paid on the due date as set forth above and after receiving written notice of the default from Plaintiff, Defendant does not tender the Installment Payment within three (3) business days of the date of the notice, a Judgment against Defendant will be entered for the full Settlement Amount less any Installment Payments already tendered.
3. It is understood and acknowledged that the final terms of this settlement will be memorialized by the parties in a Release and Settlement Agreement and such other documents as are necessary to conclude this matter.
4. Paula Manis' invoice for all mediation services will be paid 50% by Plaintiff and 50% by Defendant.
5. This Memorandum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same agreement.
6. Paula Manis is to serve as arbitrator concerning any disputes that may arise regarding the preparation of the "Release and Settlement Agreement."

Dated: November 3, 2022

Gillian E. Wener, Attorney for
Plaintiff



J. Christian Hauser, Attorney for
Defendant



Paula K. Manis, as Mediator *permission*