

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the sum of Four Hundred Fifty Thousand Dollars and 00/100 (\$450,000.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned, Mohamad Olabi, on behalf of himself and his respective agents, heirs, relatives, representatives, and assigns (hereinafter, the "RELEASOR"), hereby releases, and forever discharges the City of Detroit and the Detroit Water and Sewerage Department and their respective owners, employees, agents, representatives, and insurers (hereinafter, the "RELEASED PARTIES"), from and against any and all claims, actions, causes of action, demands, lawsuits, under Michigan and/or Federal law, and any other claim(s) whatsoever, whether common law, statutory, regulatory, contractual or extra contractual, which the RELEASOR now has, may have or which may hereinafter accrue in law or in equity including all known and unknown, foreseen and unforeseen, developed and undeveloped injuries and damage and the consequences thereof on account of or in any way growing out of, relating to, concerning and/or resulting or to result from the injury that occurred on or about September 9, 2022 (hereinafter, the "INCIDENT") and as alleged or could have been alleged against the RELEASED PARTIES in the lawsuit filed in the Third Judicial Circuit Court of Michigan, on or about October 6, 2023, against the City of Detroit, Judnard Henry, and Progressive Marathon Insurance Company, Case No. 23-012983-NI (hereinafter, the "ACTION"). This Settlement Agreement and Release of All Claims, and all of the terms herein are collectively referred to hereinafter as the "AGREEMENT".

In further consideration for the payment set for above, the RELEASOR represents, warrants and covenants that the RELEASOR will dismiss the ACTION and/or any pending actions related to the INCIDENT with prejudice.

In complete settlement of all claims asserted or which could have been asserted by RELEASOR for damages, attorney fees and costs, and any other amounts that RELEASOR could or should have sought against RELEASED PARTIES, RELEASED PARTIES will pay a total sum of Four Hundred Fifty Thousand Dollars (\$450,000.00), payable as follows:

- a) via check made payable to Mohamad Olabi and Marko Law, PLLC, sent via mail to 220 W. Congress, Fourth Floor, Detroit, Michigan 48226, in the gross amount of \$450,000.00 as damages.

The RELEASOR agrees to satisfy from the proceeds of this settlement and be solely responsible for any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorney fees, whatsoever made by or sustained by or arising from any person, entity, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits provider, workers compensation carrier, Medicare provider, and Medicaid provider or any other individual and/or entity arising in whole or in part out of the subject matter described in the instant complaint, or in any way connected to the subject matter described in the instant complaint. To the extent applicable, satisfaction of Medicare's interests, if any, from the proceeds payable under this AGREEMENT shall be the sole and exclusive responsibility of RELEASOR. As a further

consideration and inducement, for this settlement, the RELEASOR agrees to hold the RELEASED PARTIES harmless from and against any and all liens, expenses and attorney's fees, whatsoever made by or sustained by or arising from any entity, person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, healthcare provider, disability or insurance benefits provider, workers compensation carrier, Medicare provider, and Medicaid provider or any other individual and/or entity arising in whole or in part out of the subject matter described in the instant complaint, or in any way connected to the subject matter described in the instant complaint.

The RELEASOR agrees and acknowledges that no promise, inducement, or agreement not expressly contained in this AGREEMENT, has been made to her. This AGREEMENT supersedes all previous agreements or understandings between the parties, whether written or oral, and contains the entire agreement by and among the RELEASOR and RELEASED PARTIES with respect to the subject matter described in the instant complaint. This AGREEMENT may not be altered, modified, or amended except in a writing signed by the RELEASOR and the RELEASED PARTIES.

The RELEASOR represents and warrants that he has the authority to settle this matter and enter into this AGREEMENT, and he intends to be legally bound by it.

Th RELEASOR represents and warrants that no other person or entity has any interest in the claims, demands, obligations, or causes of action referred to in this AGREEMENT; that she has the sole right and exclusive authority to execute this AGREEMENT and to receive the sums specified in it and that there has not been, nor will there be, an assignment or other transfer of any claim, interest or right which the RELEASOR may have arising in whole or in part out of the INCIDENT or in any way connected to the INCIDENT.

The RELEASOR hereby declares that he has had the benefit of advice from her attorney, or the opportunity to seek advice of counsel, and the terms and this AGREEMENT have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise of any and all claims arising in whole or in part, or in any way connected to this lawsuit.

To the extent that any term or provision of this AGREEMENT is deemed void or not in compliance with the applicable law, that term or provision alone will be void, while all other terms or provisions will be enforceable. The RELEASED PARTIES shall have the opportunity to modify any such term or provision to conform to such law.

The undersigned hereby acknowledges full and final settlement and satisfaction of any and all claims, demands, actions and causes of action of whatever kind or character which RELEASOR has or may have against the RELEASED PARTIES by reason of the INCIDENT.

WE HAVE READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN IT.

CITY OF DETROIT

MOHAMAD OLABI

By: \_\_\_\_\_

By: Mohamad Olabi

Name: \_\_\_\_\_

Name: Mohamad Olabi

Title: \_\_\_\_\_

Title: Plaintiff

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

Date: 09/29/25

Witness: \_\_\_\_\_

Witness: Persarah