

**SEPARATION AGREEMENT & RELEASE**  
**Between the State of Michigan**  
**&**  
**Robert Gordon**

This agreement and release is non-precedent setting and is made voluntarily, without any duress or coercion, and constitutes a final and binding agreement resolving all issues pertaining to the employment of Robert Gordon (Employee) with the State of Michigan (Employer).

1. Employee voluntarily resigned his employment effective January 22, 2021.
2. In consideration for releasing all claims against Employer arising out of his employment, Employer will pay Employee the sum of \$155,506.05 which represents 9 months of salary and COBRA payments. Employer bears no further responsibility for Employee's COBRA enrollment or payments.
3. In the interest of protecting deliberations among government officials, the parties agree to maintain confidentiality regarding Employee's departure from employment unless required by law to release such information. In response to a Freedom of Information Act request that specifically references Employee, Employer will inform Employee when a determination has been made that all of the conditions have been met for the release of documents. Employer will provide Employee with a description of the FOIA request. If a release subsequently occurs, Employee will be provided access to the released documents at the same time and in the same manner as the requestor of the information. Employer and Employee may choose to comment on any matter as to which a release is required by law. In response to any inquiries from prospective employers, Employer will state that Employee voluntarily resigned.
4. The parties recognize that Employee is presently named as a Defendant, in both his official and individual capacity, in various lawsuits currently pending and arising out of his appointment to and service as the Director of the Michigan Department of Health and Human Services. The parties also recognize that future litigation could be filed related to actions and matters that arose during Employee's employment wherein Employee could be named in his individual capacity. Employee will cooperate with Employer in connection with any such litigation, such as by providing information or executing documents, in a manner that does not unreasonably interfere with Employee's work obligations. With regard to presently known litigation and any future litigation, the parties recognize that Employee may be entitled to or may receive legal representation pursuant to MCL 691.1408, Civil Service Rule 2-19, and other applicable laws, rules, and practices. Employee will

direct requests for representation (including requests for representation in response to court subpoenas, deposition notices, requests by a government agency for information, or similar requests), to Matthew Rick, Senior Deputy Director, Legal Affairs Administration at rickm@michigan.gov. In response to such requests, Employer will provide legal representation for Employee in matters relating to actions taken by Employee while in the course of his employment and while acting within the scope of his authority. Pursuant to MCL 691.6408, in the event a settlement is reached or judgment is entered against Employee, Employee may seek indemnification for damages awarded based upon actions taken by Employee in the course of his employment and while acting within the scope of his authority. In response to such request, Employer will not unreasonably withhold indemnification.

5. In exchange for this agreement, Employee agrees to fully and finally release all claims against Employer. Employee, for himself, his successors, heirs, assigns, and any other persons who could lawfully make claim on his behalf, do hereby release, forever discharge, and hold harmless Employer, and each of its departments, divisions, institutions, agencies, sections, bureaus, commissions, officers, attorneys, and employees and former employees, and the successors, heirs and assigns of such persons and entities, from any and all rights, actions, grievances, claims, liabilities, duty disability retirement claims, demands, suits, and causes of action, whether in law or equity, of each kind and nature, and description, whether known or unknown, suspected or arising out of his employment with Employer, including, but not limited to, any claim for costs or for attorney fees and any claim related to his employment, including but not limited to, his separation from employment.

WITH FULL KNOWLEDGE AND UNDERSTANDING OF MY RIGHTS, Employee, my successors, heirs, assigns, and any other persons who could lawfully make claim on my behalf specifically releases, forever discharges, and holds harmless Employer and all departments, divisions, institutions, agencies, sections, bureaus, commissions, officers, attorneys, and employees and former employees of Employer and the successors, heirs and assigns of such persons and entities, from any and all federal or state actions, grievances, claims, liabilities, duty disability retirement claims, demands, suits, and causes of action, whether in law or equity, of each kind and nature, and description, whether known or unknown, suspected or arising out of my employment with Employer, including, but not limited to, any claim for costs or for attorney fees and any claim related to my employment, including but not limited to, my separation from employment.

This release includes all claims and grievances for age discrimination, race discrimination, gender discrimination, national origin discrimination, religious discrimination, discriminatory harassment, unlawful retaliation,

breach of express or implied contract, breach of the duty of fair representation, violation of public policy, workers' compensation, violation of any applicable compensation plan, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing, fraud, misrepresentation, conspiracy, unpaid wages, overtime and/or commissions, defamation, retaliation, tortious conduct, violation of due process, federal or state civil rights claims or any other type of claim including claims arising under Michigan Civil Service Rules and Regulations, tort, or contract, that arises from or related to employment with Employer and/or any wages and benefits available in connection with such employment. Employee further acknowledges that he has not sustained any work-related injury or illness during his employment with Employer.

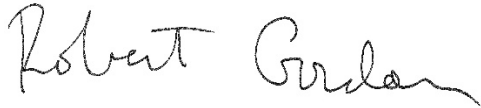
This release has been executed for the valuable consideration agreed to above between the parties that is incorporated in its entirety herein.

It is expressly understood and agreed that the sole consideration for this Release is the consideration set forth in the Settlement Agreement and incorporated herein; that the consideration herein is contractual and not a mere recital; that all agreements between the parties released herein do not admit liability but expressly deny the same and shall not be construed to be an admission of liability; and that said consideration is paid in compromise and settlement of a disputed claim or claims.

Employee represents and acknowledges that before signing this Release, he has read the same, consisting of four (4) pages; that he fully understands its terms, content, and effect; and that he has had the opportunity to consult with an attorney of his choosing, if so desired, and has relied fully and completely on his judgment and the judgment of counsel, if applicable, in executing this Full and Final Release of All Claims. Employee further acknowledges that under the Older Workers' Benefits Protection Act, he has the right to consult an attorney prior to executing this agreement. Employee also specifically waives any right under the Older Workers' Benefits Protection Act to consider the agreement for the full twenty-one (21) day period. Employee further acknowledges that he has a right to revoke the agreement within seven (7) calendar days of the date of his signature and further agrees that any revocation will be communicated in writing addressed to Mark Totten, Chief Legal Counsel Office of the Governor, State of Michigan, George W. Romney Building 111 S. Capitol Avenue, Lansing, Michigan 48909, [tottenm1@michigan.gov](mailto:tottenm1@michigan.gov) via email, hand delivery or

certified mail delivery. Employee represents and acknowledges that he has executed this Release voluntarily and willingly.

IN WITNESS WHEREOF, I ROBERT GORDON executed this  
SEPARATION AGREEMENT AND FULL AND FINAL RELEASE OF ALL  
CLAIMS by my free act and deed on 22 of February, 2021.



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Robert Gordon  
Employee



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Mark Totten  
On Behalf of Employer State of Michigan