

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

*In Re* Flint Water Cases

No. 5:16-cv-10444-JEL-MKM

HON. JUDITH E. LEVY

MAG. MONA K. MAJZOUB

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# EXHIBIT 15

**RELEASE BY NEXT FRIEND, GUARDIAN, CONSERVATOR, AND/OR  
OTHER FIDUCIARY ON BEHALF OF MINOR AND LEGALLY  
INCOMPETENT INDIVIDUAL (“LII”) OF ALL CLAIMS, AND COVENANT  
NOT TO SUE, RELATING TO FLINT WATER**

This is the Release by a Next Friend, guardian, conservator, and/or other fiduciary on behalf of a Minor and LII defined in sections 1.50 and 21.18 of the Settlement Agreement, and referenced and described in Exhibit 15, Article XXI, entitled Minors and LIIs, and Article XVI, entitled Releases and Covenants Not to Sue, of the Settlement Agreement. The capitalized terms in this document are defined and have the meanings as the same capitalized terms in the Settlement Agreement. The Settlement Agreement is the agreement dated November 16, 2020, between the parties to that agreement, and related to the consolidated cases known as *In re Flint Water Cases*, 5:16-cv-10444 (United States District Court, Eastern District of Michigan) and all Related Lawsuits. The Settlement Agreement includes all of the Settlement Agreement’s accompanying exhibits, schedules, annexes, and any subsequent amendments thereto, and any exhibits to such amendments.

1. In addition to the effect of any final judgment entered in accordance with the Settlement Agreement, upon the occurrence of the Effective Date and in consideration of payment of the Settlement Amount specified in Article II– Payments by Defendants and the other consideration in the Settlement Agreement, as a Releasor, I in my capacity as Next Friend, guardian, conservator, and/or other fiduciary for the individual Minor or LII on whose behalf I am signing this document, hereby on their behalf completely release, acquit, and forever discharge the Releasees individually and jointly from:
  - a. any and all claims, notices, demands, actions, suits, and causes of action, whether class, individual, or otherwise in nature, legal or equitable, known or unknown, suspected or unsuspected, asserted or unasserted, in law, equity, or administratively;
  - b. damages whenever incurred and liabilities of any nature whatsoever, including costs, expenses, penalties, expenses of medical or psychological monitoring, and attorneys’ fees, that Releasors (including any individual on whose behalf I am signing this document), or any one of them, whether directly, representatively, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have against the Releasees or any of them, relating in any way to;
  - c. exposure to, use of, or receipt of water from the Flint Water Treatment Plant, or legal liability for the payment of such water, for the period April 25, 2014 to the Effective Date; and/or

- d. any alleged acts or omissions by Releasees or any of them and/or any joint and/or several liability of any of them arising from the alleged acts or omissions of any of the Releasees pled in the Fourth Consolidated Amended Class Complaint, the Amended Master Complaint, and any complaints in the Related Lawsuits from the beginning of time until the Effective Date or that could have been brought under any federal, state, local, administrative, or regulatory law or cause of action concerning exposure to, use of, or receipt of water from the Flint Water Treatment Plant, or legal liability for the payment of such water, during the period April 25, 2014 to the Effective Date, or any conduct in any related litigation or arising out of the litigation itself in Federal Court, the Court of Claims, or Genesee County Circuit Court.
2. From and after the Execution Date, for the consideration provided for in the Settlement Agreement, and by operation of the Final Orders and Judgments, I in my capacity as Next Friend, guardian, conservator, and/or other fiduciary for the individual Minor or LII on whose behalf I am signing this document, hereby on their behalf agree that they and I will not, at any time, continue to prosecute, commence, file, initiate, institute, cause to be instituted, assist in instituting, or permit to be instituted any proceeding: (a) alleging or asserting any Released Claims against the Released Parties in any federal court, state court, arbitration, regulatory agency, or other tribunal or forum or (b) challenging the validity of the Releases. To the extent any such proceeding exists in any court, tribunal, or other forum as of the Execution Date, we covenant, promise and agree to withdraw, and seek a dismissal with prejudice of, such proceeding forthwith.
3. In connection with the above releases and covenants not to sue, I in my capacity as Next Friend, guardian, conservator, and/or other fiduciary for the individual Minor or LII on whose behalf I am signing this document, hereby on their behalf agree that they and I are aware that we may hereafter discover claims now unknown or unsuspected, or facts in addition to or different from those which we now know or believe to be true, with respect to actions or matters released herein. We explicitly took unknown or unsuspected claims into account in entering into this Release and the Settlement Agreement and it is our intention fully, finally, and forever to settle and release all Released Claims with respect to all such matters.
4. I in my capacity as Next Friend, guardian, conservator, and/or other fiduciary for the individual Minor or LII on whose behalf I am signing this document, hereby on their behalf agree that they and I certify that we are aware of and have read and reviewed the following provisions of California Civil Code Section 1542 (“Section 1542”):

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The provisions of the release set forth above shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction. We hereby expressly waive and relinquish any and all rights and benefits existing under (i) Section 1542 or any equivalent, similar, or comparable present or future law or principle of law of any jurisdiction and (ii) any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above.

5. “Released Claims” means those claims released pursuant to the above paragraphs and as described in paragraphs 16.1–16.5 of the Settlement Agreement.
6. “Releasees” and “Released Parties” shall refer jointly and severally, individually and collectively to Defendants and their past and present, direct and indirect, parents, subsidiaries, affiliates, offices, departments, agencies, commissions, boards, officials, directors, employees, agents (including, but not limited to, brokers and landmen), attorneys, insurers, financial and business advisors, trusts, trustees, partners or general or limited partnerships, servants, and representatives (and any of the foregoing listed individuals’ or entities’ past and present officers, directors, employees, agents (including, but not limited to brokers and landmen), attorneys, financial and business advisors, trusts, trustees, partners or general or limited partnerships, servants, and representatives), and the predecessors, successors, heirs, spouses, family members, estate executors, administrators, insurers, and assigns of each of the foregoing. Notwithstanding anything else in this or any other document, the following and their affiliates are not Releasees or Released Parties, and any and all claims against them shall not be Released Claims: Lockwood, Andrews & Newnam, P.C.; Lockwood, Andrews & Newnam, Inc.; Leo A. Daly Company; Veolia North America, LLC; Veolia North America, Inc.; Veolia Water North America Operating Services, LLC; Veolia Environnement S.A.; United States of America, and United States Environmental Protection Agency.
7. “Releasers” shall refer jointly and severally, individually and collectively to me in my capacity as Next Friend, guardian, conservator, and/or other fiduciary for the individual Minor or LII on whose behalf I am signing this document, as well as such Minor or LII, and all Plaintiffs, Individual Plaintiffs, and Claimants that participate in the Settlement Program and all Settlement Class Members, and their respective past and present, direct and indirect, parents, guardians, conservators, fiduciaries, next friends, next of kin,

subsidiaries, affiliates, officers, directors, employees, agents, attorneys, servants, and representatives (and any of the foregoing listed individuals' or entities' past and present officers, directors, employees, agents, attorneys, servants, and representatives), any person who may be a claimant under Michigan's Wrongful Death Act, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

8. "Defendants" means the entities and persons participating in the settlement as described in the Settlement Agreement that are or were defendants in any federal or state court, both trial and appellate, in which claims have been made or notices of intention to file a claim under the Michigan Court of Claims Act, Mich. Comp. Laws § 600.6431, asserting personal injury, property damage, economic loss, or any other damage of any nature whatsoever as a result of exposure to water received from the Flint Water Treatment Plant, or any bills paid for such water, at any time during the Exposure Period, including: State of Michigan; Michigan Department of Environmental Quality (now the Michigan Department of Environment, Great Lakes, and Energy); Michigan Department of Health and Human Services; Michigan Department of Treasury; former Governor Richard D. Snyder; Governor Gretchen Whitmer; the City of Flint; the Flint Receivership Transition Advisory Board; Darnell Earley; Howard Croft; Michael Glasgow; Gerald Ambrose; Edward Kurtz; Michael Brown; Dayne Walling; Daugherty Johnson; Liane Shekter Smith; Daniel Wyant; Stephen Busch; Kevin Clinton; Patrick Cook; Linda Dykema; Michael Prysby; Bradley Wurfel; Eden Wells; Nick Lyon; Dennis Muchmore; Nancy Peeler; Robert Scott; Adam Rosenthal; Andy Dillon; McLaren Health Care Corporation; McLaren Regional Medical Center; McLaren Flint Hospital; and Rowe Professional Services Company. Any other entity or person that meets the above definition of Defendant and who becomes a party to the Settlement Agreement shall be considered a Defendant for purposes of this document.

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Releasor (Sign Name), as Next Friend or other fiduciary on behalf of Minor or LII

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Print Name of Next Friend or other fiduciary

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Print Name of Minor or LII on whose behalf this document is being signed

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Address of Next Friend or other fiduciary signing this document

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Telephone Number of Next Friend or other fiduciary signing this document