

PACKARD COMMUNITY CLINIC

February 4, 2008

Catherine Wilkerson, M. D.
1405 Culver Rd.
Ann Arbor, MI 48103

Re: Separation Agreement and Release

Dear Catherine:

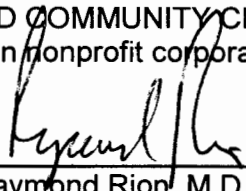
Together with this letter we are providing you with four copies of a proposed Separation Agreement and Release (the "Agreement") between you and Packard. Packard is here by offering to enter into the Agreement, but this offer is conditioned as follows. The Agreement must be accepted in accordance with its terms. In addition, between your receipt of this letter and the Agreement and the time it becomes effective, you must (1) refrain from disclosing any confidential or proprietary facts or information about Packard to any person, firm, association, corporation or agency, (2) refrain from making any comment that is defamatory, disparaging or otherwise critical of Packard, its management, employees, officers or operations, or that would otherwise tend to have an adverse effect upon the reputation of Packard or any officer or employee thereof, and (3) refrain from providing an explanation for your departure from Packard other than one which says, in substance, that you and Packard mutually felt that it was time to end the employment relationship. Any actions taken by you inconsistent with these conditions shall automatically render our offer null and void, without any further action on our part. It may not thereafter be accepted by you.

Please note that you may, but need not, take 21 days to consider entering into this Agreement and that you should consult with counsel of your choice before doing so. Note further, pursuant to Section 15 of the Agreement, that if you wish to accept it, three signed originals must be returned to Kim or me by the close of business on the 21st day following your receipt of this Agreement.

Let us know if you have questions regarding the Agreement. If you prefer, we can put your attorney in touch with our attorney.

PACKARD COMMUNITY CLINIC, INC.
a Michigan nonprofit corporation

By: _____


Raymond Rion, M.D.
Medical Director

3174 Packard Road, Ann Arbor, MI 48108
Ph: 734-971-1073 Fax: 734-971-8545
www.packardcommunityclinic.org

SEPARATION AGREEMENT AND RELEASE

Catherine Wilkerson, M. D., ("Wilkerson") and Packard Community Clinic, Inc., a Michigan Nonprofit Corporation ("Packard") have agreed to terminate their relationship in a mutually agreeable manner. To accomplish this objective, and in exchange for their mutual promises and other good and valuable consideration as set forth below, Wilkerson and Packard agree as follows:

1. Wilkerson's employment with Packard is terminated by mutual agreement effective February 15, 2008. Wilkerson agrees not to apply for employment with Packard in the future.
2. Packard will provide to Wilkerson the following benefits, to some of which she would not be entitled if not required by the terms of this Agreement:
 - a. As severance, Packard will continue payment of Wilkerson's current base salary, less required withholdings, through April 15, 2008. The last such severance payment will be distributed on April 18, 2008. The first severance payment will be made on Packard's first regularly scheduled pay day falling at least three days after the expiration, without revocation of the seven (7) day revocation period referred to in Section 11, below. This initial payment shall be in the amount necessary to make up any base salary not received by Wilkerson attributable to the period beginning February 16, 2008 and ending on the day prior to the first payment. Subsequent payments required by this subparagraph shall be for appropriate pro rata shares of Wilkerson's base salary. Payment will be made on Packard's regular pay dates by mail or electronic transfer, as Packard may elect.
 - b. Packard will pay the cost of malpractice tail insurance, sometimes called an extended reporting endorsement, which will provide medical malpractice insurance for Wilkerson for malpractice alleged to have been committed during the course of her employment with Packard after her retroactive date (February 1, 2004), claims for which are made subsequent to the termination of her employment. It is Wilkerson's responsibility to satisfy any conditions precedent to the issuance of such a policy/endorsement. Such coverage shall be subject to such terms as Packard's malpractice carrier may determine. Wilkerson shall bear the risk that such coverage may not be available, or may be available only on terms which she does not like. Packard's responsibility under this subparagraph is limited to paying the cost of such coverage as may be available from its carrier.
 - c. Packard will provide Wilkerson with a letter of recommendation regarding her clinical skills, substantially in the form attached as Exhibit B.
 - d. Through December 31, 2008, Packard will provide regular patients of Wilkerson who either come to Packard or request contact information

regarding Wilkerson with written notification of Wilkerson's departure in a form substantially identical to Exhibit C. If provided with additional information by Wilkerson, Packard will add to this notification the name, address and telephone number of Wilkerson's new medical office.

- e. Should Wilkerson choose to file an application for unemployment compensation benefits, Packard will not contest that claim, but will advise the administering office of the payments made and to be made pursuant to this Agreement and will correct factual misstatements. Packard cannot and does not represent that Wilkerson either will or will not be found entitled to receipt of unemployment compensation benefits, or to benefits in any amounts
- f. Except as described above and elsewhere in this Agreement, as provided by law, or as provided in plan documents, Wilkerson's participation in all Packard plans and benefits ceases as of the termination date of her employment.
- g. In the event that any prospective employer or any other individual contacts Packard for a reference regarding Wilkerson, Packard shall use its best efforts to refer the inquiry to its Medical Director, who will confirm beginning and ending dates of employment, positions held and final salary, if requested, together with the authenticity and veracity of his recommendation letter.

3. Wilkerson will not, directly or indirectly, for herself or on behalf of any other person, firm, association, corporation or other entity, engage in any of the following acts or conduct, unless Packard gives its prior written consent thereto:

- a. Disclosing any confidential or proprietary facts or information about Packard, to any person, firm, association, corporation or agency; or,
- b. Making any comment that is defamatory, disparaging or otherwise critical of Packard, its management, employees, officers or operations, or that would otherwise tend to have an adverse effect upon the reputation of Packard or any officer or employee thereof.
- c. Providing an explanation for her departure from Packard other than one which says, in substance, that she and Packard mutually felt that it was time to end the employment relationship.

4. Wilkerson acknowledges that by virtue of her position held at Packard, the breach by her of those obligations assumed by her in paragraph 3 could cause Packard irreparable injury and damage. In the event of a breach of paragraph 3 by Wilkerson, Packard shall be entitled to injunctive relief against her. In addition, in the event of such breach, Packard shall be relieved of its obligation to make any remaining payments which may become due to Wilkerson, shall be entitled to recover any payments made to Wilkerson prior to the breach, and shall also be entitled to recover from Wilkerson all costs, including reasonable attorneys' fees, incurred by Packard in

connection with the securing of such injunctive relief or reimbursement. Action taken by Packard to enforce its rights under this paragraph shall not affect the extent or finality of Wilkerson's release as set forth below. Wilkerson consents to the personal jurisdiction over her of any court of proper subject matter jurisdiction and venue sitting in the State of Michigan to hear and resolve any action taken by Packard to enforce its rights under this paragraph

5. On or before February 15, 2008, Wilkerson shall return to Packard any and all Packard property including but not limited to keys, that she may have in her possession, and shall disclose to Packard all passwords known to her protecting electronically stored information.

6. In consideration of Packard providing Wilkerson certain payments and benefits to which she is not otherwise entitled, Wilkerson hereby irrevocably and unconditionally releases Packard and its officers, directors, employees, representatives, and agents, and each of their respective successors and assigns (referred to collectively as the "Releasees"), from any and all claims and causes of action whether known to Wilkerson or unknown, which existed at any time prior to her signing this Agreement or which her heirs, executors or administrators may have with respect to any claims which existed at any time prior to her signing this Agreement.

7. This Release includes, but is not limited to, **ALL** liability, claims demands, damages (including compensatory, punitive, exemplary, and statutory damages), actions and causes of action of any kind or character arising from or in any manner connected with her employment by Packard or the termination of that employment. This Release includes, but is not limited to, all claims under state or federal laws for breach of express or implied contract, wrongful termination or discrimination of any type, including claims under the Age Discrimination in Employment Act and under the Older Workers Benefit Protection Act. A representative listing of potential laws under which could arise claims, which are hereby released, is attached as Exhibit A. This list is representative only and is not exhaustive.

8. Wilkerson also hereby irrevocably and unconditionally waives and gives up any right she has, had or might have had to file a charge or commence an action against the Releasees with respect to such claims or causes of action. Wilkerson acknowledges that she has not filed or permitted to be filed with any court, governmental or administrative agency or arbitration tribunal, any complaints, lawsuits, charges, or claims in any way related to her employment with the Company, or the termination thereof. Wilkerson further agrees and promises not to bring any suit or claim or permit any such suit or claim to be filed by any other person on her behalf.

9. Except to the extent that disclosure may be required by applicable law or court process, Wilkerson agrees not to disclose the fact or terms of this Agreement to any persons with the exception of her legal counsel, spouse and financial advisor, if any, and then only after securing the agreement of said individuals not to make further disclosure of the fact or terms of this Agreement. Should any action be brought against her for violation of the terms of this paragraph, the bringing of, or recovery in, any such action shall not in any manner affect the extent or finality of her agreements.

10. Wilkerson acknowledges that Packard hereby advises her in writing to consult with an attorney of her own choosing prior to executing this Agreement, and has given her at least 21 days to consider the Agreement. Wilkerson may discuss with Packard or with her

attorney any questions or concerns she may have regarding the terms and language of this Agreement, and should sign it only after she fully understands its terms and decides to accept them of her own free will. Having done so, Wilkerson is knowingly and voluntarily entering into this Agreement, including, but not limited to, the release and waiver set forth above.

11. Wilkerson understands that this Agreement shall not become effective for a period of 7 days following the day she signs it, and that she may revoke the Agreement at any time before the 7 day period expires. To be effective, written notice of Wilkerson's election to revoke the Agreement must be actually delivered to Packard, in care of Kim Kratz or Ray Rion, within the 7 day revocation period. Delivery may be made by email to kkratz@packardclinic.org and rrion@packardclinic.org or by personal delivery.

12. Wilkerson understands and agrees that this offer of a separation agreement is being made only to avoid possible dispute and does not constitute an admission by Packard of any rights which Wilkerson may have in connection with her employment or the termination thereof.

13. This Agreement shall be construed and applied in accordance with the laws of the State of Michigan.

14. This Agreement has resulted from conversations undertaken between the parties to bring the employment relationship to as amicable a resolution as possible. It has been reduced to writing by Packard as an accommodation to both parties. It is agreed that should construction hereof be required, this Agreement shall not be construed more strongly against one party than against another by virtue of the identity of the draftsman.

15. This Agreement may be accepted only in writing and only by the delivery to Packard, to the attention of Kim Kratz or Ray Rion, of three originals, each bearing the original dated signature of Wilkerson, by the close of business on February 25, 2008. Delivery must be made in a sealed envelope prominently marked "Personal and Confidential"

WE HAVE READ THE FOREGOING SEPARATION AGREEMENT AND RELEASE, FULLY UNDERSTAND IT AND CHOOSE TO ACCEPT ITS TERMS.

PACKARD COMMUNITY CLINIC, INC.

By: **Raymond Rion, M.D.**
Its: Medical Director

Catherine Wilkerson, M. D.

Date: _____

Date Signed and Accepted: _____

EXHIBIT "A" TO SEPARATION AGREEMENT AND RELEASE

SCOPE OF RELEASE

This Release of all claims, as part of the Separation Agreement, is intended and understood by all parties to release all claims, without limitation. The list set forth below is a representative sample of the types of employment-related claims being released but is not intended to be a complete list.

Federal Law: Title VII of the Civil Rights Act of 1964 (race, color, religion, national origin or sex); the 1991 Civil Rights Act; the Age Discrimination in Employment Act of 1967 (age); the Older Workers Benefit Protection Act ("OWBPA") (age); the Vocational Rehabilitation Act of 1973 (handicap); The Americans with Disabilities Act of 1990 (Handicap); 42 U.S.C. Section 1981, 1986 and 1988 (race); the Employee Retirement Income Security Act (ERISA) (pension and employee benefits); the Equal Pay Act of 1963 (prohibits pay differentials based on sex); the Immigration Reform and Control Act of 1986; Executive Order 11246 (race, color, religion, sex or national origin); Executive Order 11141 (age); Vietnam Era Veterans Readjustment Assistance Act of 1974 (Vietnam era veterans and disabled veterans); the Federal Railroad Safety Act (45 U.S.C. Section 421 *et seq.* (suits for breach of the Collective Bargaining Agreement); the Fair Labor Standards Act (minimum wage and overtime pay); the Labor Management Relations Act (rights protected by the National Labor Relations Board); the Occupational Safety and Health Act (safety matters); the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Act ("WARN") (notification requirements for employers who are curtailing or closing an operation); and Federal common Law.

Michigan Law: The Elliott-Larsen Civil Rights Act (race, color, religion, national origin, age, sex, marital status, height and weight); the Michigan handicappers' Civil Rights Act (handicap); the Michigan Wage Payment Act (MCLA) Section 408.471 (wages and benefits); the Polygraph Protection Act of 1981 (restrictions on the use of polygraphs); the Michigan Whistleblower's Protection Act (MCLA) Section 15.361); the common law of the State of Michigan; tort; breach of express or implied employment contract; wrongful discharge; workers' compensation retaliation; tortious interference with contractual relations and loss of consortium.

EXHIBIT "B" TO SEPARATION AGREEMENT AND RELEASE

PROPOSED CLINICAL REFERENCE

I am happy to write an outstanding clinical reference for Dr Catherine Wilkerson. I have worked with her for five years both as a peer and as a supervisor. Her practice at Packard has included adult care, acute care, gynecology, acute pediatric care, and some minor procedures. Dr Wilkerson is a very hard working and dedicated physician. She provides excellent care for a complex group of both medically needy and socially needy patients. Her attendance is excellent. She dictates thorough notes that are completed in a timely fashion. She has an excellent fund of medical knowledge. She will use online resources as necessary during patient care to augment her knowledge. She has productive and respectful interpersonal relationships with support staff and peers. She has developed a loyal patient following and has many patients who request to see her on an ongoing basis.

PACKARD COMMUNITY CLINIC, INC.
a Michigan nonprofit corporation

By: _____
Raymond Rion, M.D.
Medical Director

EXHIBIT "C" TO SEPARATION AGREEMENT AND RELEASE

February 2008

Dear Packard Community Clinic Patient,

Catherine Wilkerson, MD has been a highly respected clinician at Packard Community Clinic for more than five years and is a champion for universal access to health care. We wish her the very best as she leaves Packard Clinic this month.

Packard Community Clinic's excellent medical staff is available to continue to meet your health care needs. Ellen Arneson, PA, Marie Heys, FNP, Alice Penrose, MD, Mira Sinha, MD, Julie Walker, FNP and I look forward to provide the best care possible for you and your family. For those of you who wish to continue to see Dr. Wilkerson, we will be happy to pass her contact information on to you upon your request.

Sincerely,

Raymond Rion, M.D.
Medical Director

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