

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into on this ___ day of October 18, 2013 by and between Edison Jules ("Mr. Jules") or ("Plaintiff"); the Village of Obetz, Ohio, Village of Obetz Mayor D. Greg Scott, the Village of Obetz Council; Louis Crabtree, D. Greg Scott, John Souders, James Triplett, Bonnie Wiley, James Wiley, Michael Flaherty, Kenneth Hinkle, and E. Rod Davisson, individually and in their official capacities (collectively "Defendants" or "Obetz").

WITNESSETH:

WHEREAS, Mr. Jules was an employee of Obetz who had his employment terminated;

WHEREAS, Mr. Jules has certain claims and allegations regarding his employment at the Village of Obetz in a civil action being *Jules v. Village of Obetz, et al.*, Case No. 2:11-CVC-582 filed in the United States District Court for the Southern District of Ohio, Eastern Division; and

WHEREAS, Defendants deny any fault, wrongdoing, liability, injury, or damages in connection with Mr. Jules' employment; and

WHEREAS, the parties desire to compromise, settle, and resolve their disputes regarding these matters, now and for all times, so as to avoid the continued costs and inconvenience of litigation;

WHEREAS, in the event that Obetz' insurer desires changes to be made to the form, but not the substance, of this Agreement, the parties agree to further negotiate such changes to the form of this Agreement only; and

NOW, THEREFORE, in consideration of the premises, covenants, and agreements set forth herein, the parties agree as follows:

1. Obetz will cause payment to Mr. Jules in the lump sum amount of Two Hundred and Fifteen Thousand Dollars (\$215,000.00) within thirty (30) days, and if so paid, no claim for interest shall be made. This lump sum amount may be allocated via separate checks with \$43,000 to Mr. Jules' attorney and the balance to Mr. Jules. An IRS 1099 Form will be issued along with each check.

2. Within two weeks of the effective date of this agreement, the Mayor of the Village of Obetz will issue a writing which will change Mr. Jules' prior termination to a resignation, which is irrevocable and permanent, retroactive to March 22, 2010. A copy of this writing will be provided to Mr. Jules for his use with prospective employers.

3. Mr. Jules agrees to never again apply for or accept work from Obetz. This prohibition on work applies despite Obetz's status as a city or village, and regardless of the elected or appointed officials in place at the time. Further, Mr. Jules agrees never to work, in any capacity, as an employee of a contractor that provides services of any kind to Obetz. Upon notification from Obetz that Mr. Jules is violating his promise made in this section, he will withdraw his application or discontinue his employment within 24 hours, or return the amount Obetz has paid to him under this Agreement to Obetz with interest at 10% per annum beginning on the date he executes this Agreement. In the event that Mr. Jules should breach this paragraph of the Agreement, Mr. Jules further agrees that Obetz may lawfully deny his reemployment and/or future employment based upon his breach.

4. Mr. Jules and Obetz will collaborate on a letter of reference which, if deemed acceptable to both parties, will be signed by the current Village Administrator for Obetz for Mr. Jules' use in dealing with prospective employers.

5. Mr. Jules, either directly or through his attorney(s) and agents, shall not directly or indirectly disclose to any person or entity whatsoever (including without limitation the general public, or the news media, newspapers, radio, and television) the facts, any transcript, audio or video tape recordings, or other documentation of any type that in any manner relates

to the allegations contained in the Complaint filed in *Jules v. Village of Obetz*, et al., Case No. 2:11-CVC-582 filed in the United States District Court for the Southern District of Ohio, Eastern Division, or the terms of this Agreement, which shall remain strictly confidential, unless (1) such disclosure is required under the Ohio Public Records Act, R.C. § 149.43 or any other applicable federal or state law (2) such disclosure is required under order of a court of competent jurisdiction or any government agency as required by law (and only to the extent required by law), (3) as necessary to be provided to his attorneys, accountants, or tax preparers or (4) Mr. Jules has obtained in writing, in each and every instance, Obetz' prior consent to the disclosure.

6. In consideration of paragraphs 1-5 above, and other good and valuable consideration, the adequacy of which is hereby expressly acknowledged, Mr. Jules hereby releases and forever discharges Village of Obetz, Ohio, and all of its current and former employees, elected officials, agents, successors, and assigns, the Village of Obetz Mayor D. Greg Scott, the Village of Obetz Council; Louise Crabtree, D. Greg Scott, John Souders, James Triplett, Bonnie Wiley, James Wiley, Michael Flaherty, Kenneth Hinkle, and E. Rod Davisson, individually and in their official capacities, American Risk Pooling Consultants, Inc., the Public Entities Pool of Ohio, and the Public Entity Risk Services of Ohio, York Risk Services (and all affiliated companies thereof) and all their current and former employees, elected officials, agents, successors, and assigns (collectively known hereafter as Releasees), none of whom admit any liability to Mr. Jules, but all expressly deny any liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all damages, known and unknown, which have or could have arisen or resulted from Mr. Jules' employment with the Obetz, from the beginning of time to the date of the full execution of the Agreement, including but not limited to those claims which are or could have been brought in a civil action being *Jules v. Village of Obetz*, et al., Case No. 2:11-CVC-582 filed in the United States District Court for the Southern District of Ohio.

7. The parties to this agreement hereby direct and authorize their respective attorneys of record to execute an appropriate stipulation and/or motion dismissing with prejudice, each side to bear their own attorneys' fees and costs, all of Mr. Jules' claims in *Jules*

v. *Village of Obetz*, et al., Case No. 2:11-CVC-582 filed in the United States District Court for the Southern District of Ohio. Such appropriate stipulation and/or motion shall be filed no later than November 4, 2013.

8. Other than those claims set forth in *Jules v. Village of Obetz*, et al., Case No. 2:11-CVC-582 filed in the United States District Court for the Southern District of Ohio, Mr. Jules confirms that as of the date of his execution of this Agreement, no other claim, charge, complaint, or action exists in any forum or form. In the event that any other such claim, charge, complaint or action is filed by Mr. Jules against the Obetz, and/or its current or former employees or elected officials, Mr. Jules waives the right to recover any relief or recovery therefrom, including costs and attorneys' fees. Notwithstanding any other language of this Agreement, the parties understand that this Agreement may not be able to legally prohibit Mr. Jules from filing an administrative charge of alleged employment discrimination with the Ohio Civil Rights Commission and/or United States Equal Employment Opportunity Commission ("EEOC"). However, by signing this Agreement, Mr. Jules waives any right he had to bring a lawsuit or obtain a recovery if an administrative agency pursues a claim against Obetz, and/or its current or former employees or elected officials based on any actions they have taken up to the date of the signing of this Agreement.

9. Mr. Jules affirms that he has no known workplace injuries or occupational diseases; that he has been provided or has not been denied any leave requested under the Family and Medical Leave Act ("FMLA"); that he is not owed any money for uncompensated minimum wage or uncompensated overtime under the Fair Labor Standards Act and/or Ohio law; and that he has no claim for unemployment compensation that he could make with the Ohio Bureau of Unemployment Compensation Commission for which Obetz would have liability.

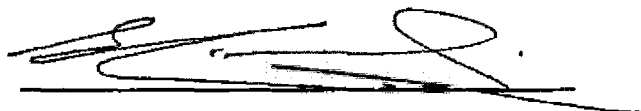
10. Mr. Jules acknowledges and agrees that he is solely responsible for any tax liabilities and consequences to him which may result from his receipt of the payments referenced herein and does hereby expressly covenant and agree that he will forever indemnify

and save harmless the Releasees from any loss, liability, damage, or costs they may incur, from any taxes, interest, or penalties imposed upon them in connection with the taxes, if any, due and payable in connection with this settlement, provided that notice and reasonable opportunity to contest any such claim of liability made against Obetz is given to Mr. Jules prior to payment of the liability by Obetz. Mr. Jules represents and warrants that he has not assigned all or any portion of the rights, titles, interests in or with respect to the matters released hereunder, and that no trustee in bankruptcy or assignee for the benefit of creditors has any right to Mr. Jules' claims hereby released.

11. Mr. Jules acknowledges and agrees to pay any outstanding bills or expenses he has incurred in connection with his claims and allegations. Mr. Jules further agrees to reimburse any person, insurance company, or other entity (other than the Releasees) who has paid, on his behalf, any bills or expenses incurred by Mr. Jules in connection with his claims and allegations. Further, Mr. Jules agrees that the Releasees shall have no liability for same.

12. Mr. Jules does hereby agree to indemnify, hold harmless, and defend Releasees from any and all liability, claims, demands, actions, causes of action and suits at law or in equity, for injuries, expenses, and damages known or unknown, made against or sustained by them, as a result of any amounts sought, claimed, or recovered by any insurer, person, governmental agency or other entity subrogated to the rights of Mr. Jules, or by any hospital, physician, or other medical provider of whatever kind which provided medical, hospital, or services of any kind to Mr. Jules with regard to any claims and allegations arising out of the time period for which Mr. Jules was employed by Obetz. Such indemnification shall include any attorney fees, court costs, and other expenses.

13. The parties hereby declare that the terms of this Settlement Agreement and Release have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the



Edison Jules

Date above signed: 10-18-13

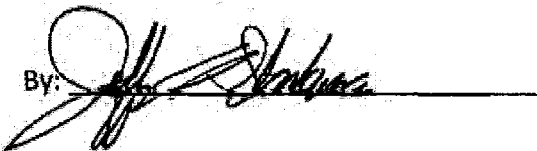
VILLAGE OF OBETZ, OHIO

By: 

E. Rod Davisson, Village Administrator

Date above signed: 10-18-13

Approved as to form:

By: 

Jeffrey A. Stankunas, Esq.

Attorney for Village of Obetz