

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

William T. Hart,

Case Nos. 10-ABL-11-0308
10-LAY-11-0309

Appellant.

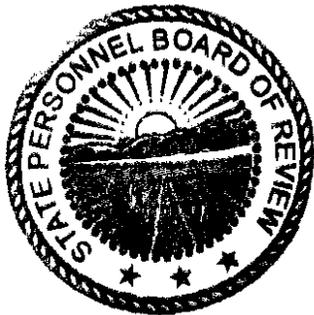
v.

Department of Administrative Services
Office of Employee Services,

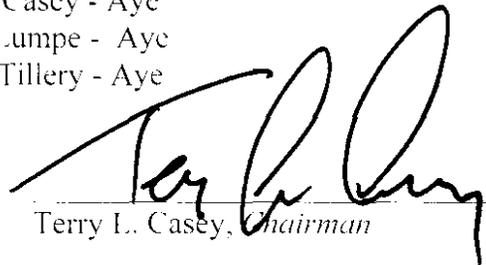
Appellee.

ORDER

This matter came on for consideration on the motion of Appellant that the Withdrawal attached hereto be adopted. Being fully advised in the premises, the Board hereby orders that the attached withdrawal, incorporated herein by reference and made a part of the case file in these appeals, be **ADOPTED**. Accordingly, the above-referenced appeals are hereby **DISMISSED**.



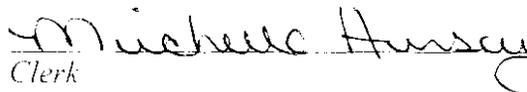
Casey - Aye
Lumpe - Aye
Tillery - Aye


Terry L. Casey, *Chairman*

CERTIFICATION

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that this document and any attachment thereto constitutes (the original/a true copy of the original) order or resolution of the State Personnel Board of Review as entered upon the Board's Journal, a copy of which has been forwarded to the parties this date, May 20, 2011.


Michelle Hunsy
Clerk

BAJ

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Appellant William T. Hart ("Hart") and Appellee, the Ohio Department of Administrative Services ("DAS").

WHEREAS, Hart filed an Appeal with the State Personnel Board of Review ("SPBR"), Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309; now pending before SPBR; and

WHEREAS, the Parties desire to resolve any and all disputes relating to Hart's claims against DAS, including, but not limited to, those claims embodied in the above-mentioned appeal filed with SPBR; and

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Parties. This Agreement is entered into on behalf of, and shall extend to Hart which includes Hart, his immediate family, heirs, assigns, personal representatives, executors, agents and administrators both past and present and to DAS, its successors, assigns, officers, directors, employees and agents, both past and present.

2. Intent. Except as specifically set forth herein, Hart and DAS wish to bring a complete, final and irreversible end to any and all claims and/or disputes which arise or which could have arisen from Hart's employment by DAS, including but not limited to, SPBR Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309, and to reach a full and final settlement of all matters and claims, of any nature whatsoever, as of the date of execution of this Agreement.

3. Consideration. In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

A. As for William Hart

As consideration for the settlement of this matter Hart offers the following:

- 1. Withdrawal of Claims. Hart agrees to withdraw with prejudice his appeal in SPBR Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309, and any other matters now pending against DAS, or any individuals in relation to the facts and circumstances surrounding his position abolishment with DAS.
- 2. Waiver of Claims. Hart agrees to a complete release and waiver of any and all legal claims or causes of action as set forth in this Agreement that he may have against DAS, up to and including the date on which this Agreement is fully executed.

5-11-12

B. As for DAS:

As consideration for the settlement of this matter DAS offers the following:

1. **Payment:** DAS agrees to pay Hart \$28,000 representing 505 hours of work at Hart's prior rate of pay of \$55.48/hour. This payment is subject to any required withholdings including taxes and PERS contributions.

4. **Release of All Claims and Dismissal of All Charges and Legal Actions.** Hart, and his counsel, do hereby fully, finally and forever release, hold harmless from any liability, waive and forever discharge DAS, and its current, former and future agents, agencies, directors, divisions, employees, officers and/or trustees, personally and in any other capacity from any and all claims, actions and causes of action, suits, debts, liability, expenses, demands whatsoever, in law or in equity, which Hart ever had, may now have, or may hereafter have, including but not limited to SPBR Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309, against DAS, or its current, former or future agents, agencies, directors, divisions, employees, officers and/or trustees, on account of or in any way arising out of or by reason of any act, claim, matter or cause arising prior to the execution of this Agreement by him or his counsel, whether known or unknown to him or his counsel, including but not limited to any claims for past employment, back pay, leave, insurance or retirement contributions and attorney fees or costs.

5. **Complete Dismissal.** Hart agrees to withdraw with prejudice all actions filed by him against DAS, including SPBR Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309. Hart shall immediately dismiss any other action(s) which have been filed, are now pending, or which could have been filed against DAS relating to any acts or omissions which have transpired at any time up to and including the date of execution of this Agreement in regard to Hart's employment by DAS. Hart further agrees to never file or re-file any action, claim or other lawsuit against DAS, its officers, directors, agents or any other agency of the State of Ohio, relating to any acts or omissions which have transpired at any time up to and including the date of the execution of this Agreement and acknowledges that this Agreement would bar any such action or proceeding. Upon the signing of this Agreement, Hart shall file a Notice of Dismissal with Prejudice with SPBR, in Case Nos. 10-ABL-11-0308 and 10-LAY-11-0309.

6. **Non-Admission.** The terms set out in the Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by DAS. Neither the terms nor the Agreement shall be deemed or construed as an admission by DAS of any wrongful acts whatsoever by or against Hart or any other person, nor does any arrangement(s) made with Hart constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by DAS.

7. **General Terms.** The Parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated herein, that no other promise or agreement of any kind has been made to or with any of them by any persons or entity to cause either to execute this Agreement, and that no other compensation, benefits, or

prerequisites other than those specified in the foregoing Agreement shall be involved or claimed. Each party fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Each Party further acknowledges that before executing this Agreement that they have consulted counsel and that each Party has carefully read and fully understands all of the provisions of the Agreement, and that the execution of the Agreement is a knowing and voluntary act.

8. **Construction and Severability.** This Agreement shall be construed according to its fair meaning, and not strictly for or against any of the Parties. Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of the Agreement.

WILLIAM T. HART, PLEASE READ CAREFULLY BEFORE SIGNING

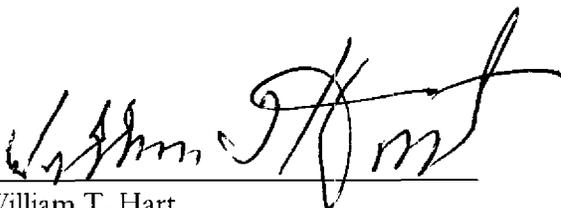
PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. § 621 *ET SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY MY SIGNATURE BELOW, I, WILLIAM T. HART, ACKNOWLEDGE THAT:

- I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT.
- I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THE AGREEMENT.
- I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.
- I HAVE THE RIGHT TO REVOKE THIS AGREEMENT, IN WRITING, FOR A PERIOD NOT TO EXCEED SEVEN (7) DAYS AFTER THE DATE ON WHICH IT IS SIGNED BY ME. I FURTHER ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERM ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND I SHALL BE RELEASED FROM PERFORMANCE HEREUNDER.
- I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED.

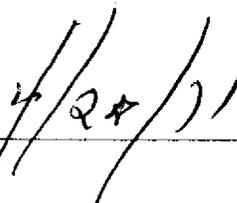
This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives.

The undersigned Parties state that they have carefully read the foregoing and understand the contents thereof, and that they execute the same as their own free and voluntary act.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date indicated below their respective signatures.



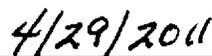
William T. Hart



Date



Robert Blair, Director,
Ohio Department of Administrative Services



Date