

STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW

Deborah S. Manning,

*Appellant,*

v.

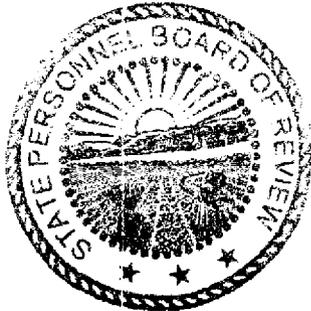
Case No. 10-REM-02-0030

Darke County Home,

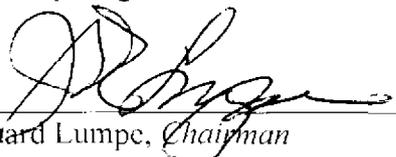
*Appellee*

**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 this appeal, be **ADOPTED**. Accordingly, the above-referenced appeal is hereby **DISMISSED**.



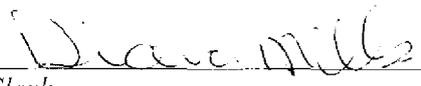
Lumpe - Aye  
Sfalcin - Aye  
Tillery - Not Participating

  
\_\_\_\_\_  
J. Richard Lumpe, *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 constitute (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, June 25, 2010.

  
\_\_\_\_\_  
Diane Mills  
*Clerk*

**STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW**

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<b>DEBORAH S. MANNING</b>	:	Case No. 10-REM-02-0030
Appellant,	:	Administrative Law Judge:
v.	:	<b>JEANNETTE E. GUNN</b>
<b>DARKE COUNTY HOME</b>	:	<b>APPELLANT'S REQUEST TO</b>
Appellee.	:	<b>WITHDRAWAL APPEAL</b>

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Now Comes Appellant, Deborah S. Manning, through counsel, and requests to withdrawal her appeal, under case number 10-REM-02-0030, pursuant to OAC 124-11-20. Appellant filed an appeal with the State Personnel Board of Review on January 29, 2010. Parties in the above referenced case appeared for their Record Hearing on April 29, 2010 regarding Appellant's employment classification and subsequently mediated and settled their dispute. The State Personnel Board of Review should find withdrawal appropriate as this Board has not issued a final order in the matter. A copy of the signed Settlement Agreement and Release is attached below.

Respectfully submitted,

  
\_\_\_\_\_  
Jeremy M. Tomb (0079664)  
J.M. TOMB LAW, LLC  
124 West Main Street  
Troy, Ohio 45373  
Phone: (937) 339-3939  
Facsimile: (937) 440-1659  
[jeremytomb@tomblaw.com](mailto:jeremytomb@tomblaw.com)  
Counsel for Appellant

5/26/2010

## CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing *Appellant's Request to Withdrawal Appeal* was served on the following parties by regular U.S. mail on this 24th day of May, 2010:

Brett A. Geary  
Babcock & Geary, LLC  
420 W. Loveland Ave., Suite 109  
Loveland, OH 45140  
Counsel for Appellee

Gracie Ratliff  
Darke County Home  
5105 County Home Road  
Greenville, Ohio 45331



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Jeremy M. Tomb (0079664)  
Counsel for Appellant

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between the Darke County Board of Commissioners and the Darke County Home (“Darke County” or “Employer”), Deborah S. Manning, and Steven J. Manning, and jointly referred to as “the Parties,” on this 11<sup>th</sup> day of May, 2010. In consideration of the terms and conditions of this Agreement the parties agree as follows:

1. Termination of Employment. Deborah S. Manning and Steven J. Manning agree to submit written, unconditional resignations from their employment with Darke County, effective April 29, 2010. Deborah S. Manning, and Steven J. Manning acknowledge that their resignations and entry into this agreement are voluntarily, having been done after receiving legal representation and consultation with their attorney.
2. Waiver of Reemployment. Deborah S. Manning and Steven J. Manning waive any right to reinstatement under any federal, state, or local statute or rule. Deborah S. Manning and Steven J. Manning agree not to re-apply for employment with Darke County in the future.
3. Payments by Darke County. Darke County agrees to deliver a check payable to Deborah S. Manning in the amount of Eight Thousand One Hundred Twenty Dollars (\$8,120.00), in a lump sum payment within fourteen (14) days of the execution of this Agreement. Deborah S. Manning and Steven J. Manning will be responsible for any and all tax payments and will provide a forwarding address to Darke County for tax purposes.
4. Employment Reference. Darke County agrees to provide an employment reference consisting of the dates on which Deborah S. Manning and/or Steven J. Manning were employed by Darke County, positions held with Darke County, and rates of pay.
5. Release of Claims. In exchange for the payments and promises made herein, Deborah S. Manning and Steven J. Manning hereby release Darke County and its elected and appointed officials, employees, agents, successors and assigns (the “Released Parties”), from any and all claims, known or unknown, through the date of this Agreement. Deborah S. Manning and Steven J. Manning agree that this Agreement represents full settlement of all claims they have against the Released Parties. Deborah S. Manning and Steven J. Manning further agree that at no time after the date of this Agreement will they bring any claim or make any attempt to collect any damages whatsoever from the Released Parties, for any violation of any federal, state, or local constitution, statute, rule, or ordinance relating to his or her employment with Darke County or otherwise. Deborah S. Manning and Steven J. Manning further agree that at no time after the date of this Agreement

will either bring any claim or make any attempt to collect any damages from the Released Parties, under any common law theory sounding in tort, contract, or otherwise relating to anything occurring or not occurring through the date of this Agreement. This release specifically encompasses, but is not limited to, claims brought under the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Civil Rights Act of 1964 (and the 1991 Amendments thereto), the Family and Medical Leave Act, the Fair Labor Standards Act, Chapters 4112 and 4117 of the Ohio Revised Code, R.C. 102; R.C. 124; R.C. 4113.52; 42 USC 1983; 42 USC 1985(3); 42 USC 2000(e), or 42 USC 12101; the United States Constitution, the Ohio Constitution, and any other federal, state, or local constitutions, legislation, rules, or ordinances, or common law precedents.

6. Withdrawal of Appeal. Deborah S. Manning agrees to withdraw her appeal with the State Personnel Board of Review relating to her separation from employment which is alleged in SPBR Case No. 10-REM-02-0030.
7. No Admission of Wrongdoing. This Agreement is not intended as an admission of wrongdoing, fault or liability on the part of any party and the same is expressly denied by each party.
8. Adequate Consideration. Deborah S. Manning and Steven J. Manning agree that the consideration provided for by Paragraphs 3 and 4 of this Agreement is above and beyond any amounts already owed to them and is adequate consideration for all promises and releases contained in this Agreement and Release.
9. Publicity. Each party acknowledges that this Agreement shall become a public record pursuant to Ohio's Public Records Act. Notwithstanding this fact, Darke County shall place all records relating to the investigation of the events and circumstances surrounding the resignation of Deborah S. Manning and/or Steven J. Manning, including this Settlement Agreement, into a separate file that shall only be disclosed as required by law, including R.C. 149.43.
10. Withdrawal of Complaint. Darke County shall dismiss its action filed in the Darke County Municipal Court, Case No. 10-CVG-001-0470, upon satisfactory evidence of the vacation by Deborah S. Manning and Steven J. Manning from the apartment premises located at 5105 County Home Road, Greenville, Ohio 45331 on or before May 2, 2010.
11. Entire Agreement. This Agreement expresses the entire agreement between the parties and can only be modified by a subsequent written agreement between the parties.

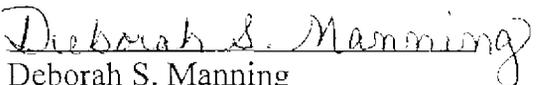
12. Ohio Law Governs. This Agreement shall be construed in accordance with the laws of the state of Ohio, except to the extent that federal law preempts those laws.

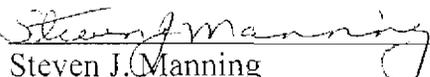
Deborah S. Manning and Steven J. Manning acknowledge that they have read and fully understand this Agreement and Release and that they are entering into it voluntarily. Deborah S. Manning and Steven J. Manning acknowledge that they have been advised and had the opportunity to consult with an attorney prior to signing this Agreement and Release. The parties signify their agreement by executing this document as of the date last written below.

FOR THE DARKE COUNTY BOARD  
OF COMMISSIONERS AND THE  
DARKE COUNTY HOME

  
\_\_\_\_\_  
Gracie Ratliff  
County Home Director

FOR THE EMPLOYEES

  
\_\_\_\_\_  
Deborah S. Manning

  
\_\_\_\_\_  
Steven J. Manning

Date: 5-12-2010

Date: May 11, 2010