

STATE OF OHIO
STATE PERSONNEL BOARD OF REVIEW

AMY J. LINSER,

Appellant,

v.

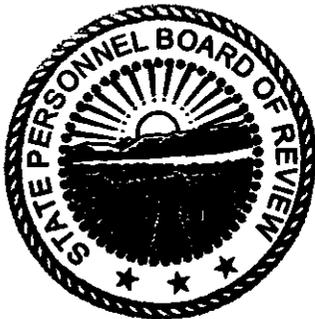
Case Nos. 11-MIS-12-0425
11-RED-12-0428

DEPARTMENT OF MENTAL HEALTH,
NORTHWEST PSYCHIATRIC HOSPITAL,

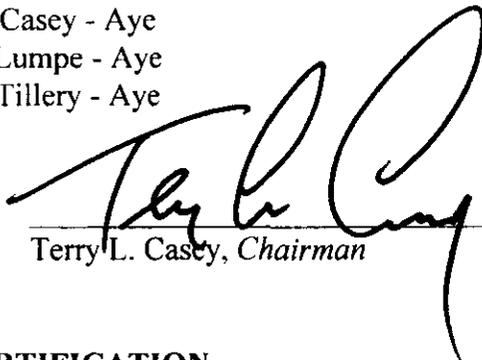
Appellee

ORDER

These matters came on for consideration on the motion of both parties that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement be **ADOPTED**. Accordingly, the above-referenced appeals are hereby **DISMISSED**.



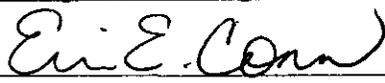
Casey - Aye
Lumpe - Aye
Tillery - Aye


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, June 15, 2012.


Eric E. Conn
Clerk

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BEFORE THE STATE PERSONNEL BOARD OF REVIEW

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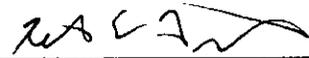
AMY J. LINSER,	:	
	:	
Appellant,	:	CASE NOs. 11-MIS-12-0425
	:	11-RED-12-0428
v.	:	
	:	JAMES R. SPRAGUE
DEPT. OF MENTAL HEALTH, NORTHWEST,	:	<i>Administrative Law Judge</i>
PSYCHIATRIC HOSPITAL,	:	
	:	
Appellee.	:	

NOTICE OF SETTLEMENT

Now come the Appellant, Amy J. Linser, and Appellee Ohio Department of Mental Health, Northwest Psychiatric Hospital, by and through counsel, and hereby give notice that the above-captioned appeal has been resolved by settlement between the parties. Attached is the Settlement Agreement and Release of Claims to be filed with the Board pursuant to Ohio Administrative Code Section 124-11-20(B). The Appellant shall file a withdrawal of her appeal under separate cover.

Respectfully submitted,

MICHAEL DEWINE (0009181)
Ohio Attorney General



ROBERT E. FEKETE (0085762)
Assistant Attorneys General
Employment Law Section
30 East Broad Street, 23rd Floor
Columbus, Ohio 43215
(614) 644-7257 – Telephone
(614) 752-4677 – Facsimile
Robert.Fekete@ohioattorneygeneral.gov

Thomas A. Sobecki, consent given via email
Thomas A. Sobecki (0005210)
Attorney at Law
405 Madison Ave. Suite 910
Toledo, Ohio 43604
tsobecki@tomsobecki.com

Counsel for Appellant
Amy J. Linser

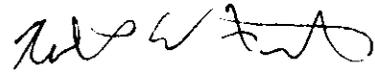
Counsel for Appellee
Ohio Department of Mental Health,
Northwest Psychiatric Hospital

6/13/12

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing was served,
via regular U.S. Mail, postage prepaid, on this 13th day of June, 2012, upon the following:

Thomas A. Sobecki (0005210)
Attorney at Law
405 Madison Ave. Suite 910
Toledo, Ohio 43604
Counsel for Appellant



ROBERT E. FEKETE (0085762)
Assistant Attorney General

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between Amy Linser ("Linser" as defined below) and the Ohio Department of Mental Health ("ODMH").

WHEREAS, Linser filed SPBR Case No. 11-MIS-12-0425 and 11-RED-12-0428 now pending before the State Personnel Board of Review ("SPBR"); and

WHEREAS, the parties desire to resolve the SPBR cases cited above, a pending charge of discrimination filed by Linser with the Ohio Civil Rights Commission ("OCRC") and the United States Equal Employment Opportunity Commission ("EEOC") on December 27, 2011, Case No. TOLB2(34980)12272011/22A-2012-00746C, and three other Charges of Discrimination filed with the OCRC and EEOC, they being Case No. TOLB2(34281)01042011/22A-2011-01042C, filed on January 4, 2011, Case No. TOLB2(34434)03172011/22A-2011-01795C, filed on March 17, 2011, and Case No. TOLB2(34655)06222011/22A-2011-02692C, filed on June 22, 2011; and

WHEREAS, the Parties desire to resolve any and all disputes relating to Linser's claims against ODMH, including, but not limited to, those claims embodied in the above-mentioned appeals filed with SPBR.

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 "Linser" which includes Amy Linser, her immediate family, heirs, assigns, personal representative, executors, agents and administrators both past and present, and to "ODMH" which includes ODMH and its successors, assigns, officers, directors, employees and agents, both past and present, and the State of Ohio.
2. **Consideration.** In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:
 - A. **Rescission of Suspension.** ODMH shall rescind the working suspension imposed on Linser effective March 20, 2012. No back pay or any other remuneration will be made to Linser as a result of the rescission of the suspension.
 - B. **Filing of Settlement Agreement.** Pursuant to OAC 124-11-20(B), this Agreement is to be filed by the parties with the SPBR.
 - C. **Waiver of Claims.** Linser agrees to a complete release and waiver of any and all legal claims or causes of action as set forth in this Agreement that she may have against ODMH up to and including the date on which this Agreement is fully executed, provided however, that nothing in this agreement, including

the waiver and release contained herein, shall constitute a release, waiver, or discharge of any rights of Linser or obligations of the State or ODMH related to Linser's vested and existing pension or retirement benefits (including any and all presently earned or vested Ohio Public Employee Retirement System pension benefits). Furthermore, nothing in this agreement, including the waiver and release contained herein shall constitute a release, waiver, or discharge of any of Linser's pending Workers' Compensation claims.

- D. **Withdrawal of OCRC/EEOC Charge of Discrimination.** Upon completion of the requirements set out in paragraphs 2A and 2B of this Agreement, Linser will withdraw her Charge of Discrimination that was filed on December 27, 2011, with the OCRC and EEOC, Case No. TOLB2(34980)12272011/22A-2012-00746C, and further agrees not to refile it.
- E. **Release of Claims from three other OCRC/EEOC Charges of Discrimination.** Linser agrees not to file any lawsuit based on the matters set out in the Charges of Discrimination filed on January 4, 2011, March 17, 2011, and June 22, 2011, the case numbers of which are referenced above. The parties, however, recognize that Linser is protected from any retaliation for having filed these or any other charges of discrimination.
3. **Non-Admission.** The terms set out in the Agreement are a compromised settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by ODMH. Neither the terms nor the Agreement shall be deemed or construed as an admission by ODMH of any wrongful acts whatsoever by or against Linser or any other person, nor does any arrangement(s) made with Linser 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 ODMH.
4. **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. This Agreement shall not be interpreted to render Linser a prevailing party for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise. 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 had the opportunity to consult with 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.

5. **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.

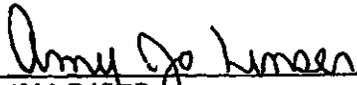
This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives.

AMY LINSER, PLEASE READ CAREFULLY BEFORE SIGNING

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACTION, 29 U.S. § 621 *ET SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT. I ACKNOWLEDGE THAT I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT, THAT I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND THAT 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 HEREBY ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERMS ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED. IF THIS AGREEMENT SHOULD BE REVOKED BY THE APPELLANT WITHIN THE TIME, THIS AGREEMENT SHALL BE VOID AND THE APPELLEE SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

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.

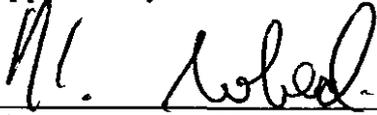

AMY LINSER


MYCHAL B. SCHERAMIC, PSY.D., MBA
CEO, NORTHWEST OHIO PSYCHIATRIC
HOSPITAL

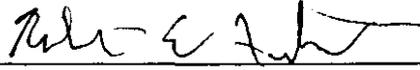
5-14-12
DATE

29, May '12
DATE

Approved by:



Thomas A. Sobecki
Attorney for Amy Linser



Robert E. Fekete
Assistant Attorney General
Ohio Attorney General's Office
Attorney for Ohio Department of
Mental Health