

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

Valorie E. Aden,

Appellant,

v.

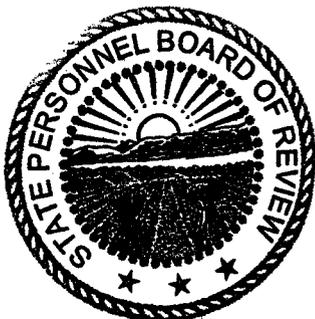
Case No. 2012-REM-08-0179

Department of Rehabilitation & Correction,
Northeast Pre-Release Center,

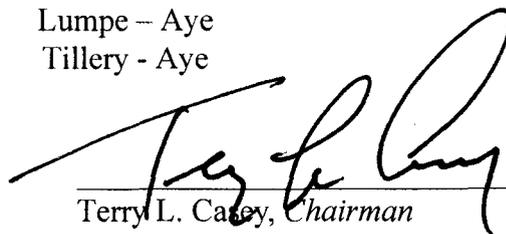
Appellee.

ORDER

This matter came on for consideration on the filing of a Settlement Agreement, attached hereto and incorporated herein by reference. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement is **ADOPTED** and the appeal is **DISMISSED**.



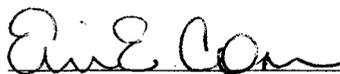
Casey - Aye
Lumpe - Aye
Tillery - Aye


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 the foregoing is (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, February 13, 2014.


Clerk

2/13/14ec

NOTE: Please see the reverse side of this Order **or** the attachment to this Order for information regarding your appeal rights.

BEFORE THE STATE PERSONNEL BOARD OF REVIEW

STATE PERSONNEL BOARD OF REVIEW

2013 DEC 24 PM 2: 54

VALORIE ADEN,	:	
Appellant,	:	CASE NO. 12-REM-08-0179
v.	:	JEANNETTE E. GUNN <i>Administrative Law Judge</i>
DEPARTMENT OF REHABILITATION AND CORRECTION, NORTHEAST PRE-RELEASE CENTER,	:	
Appellee.	:	

NOTICE OF SETTLEMENT

Appellee, Ohio Department of Rehabilitation & Correction, Northeast Pre-Release Center ("ODRC"), by and through counsel does hereby give notice to the State Personnel Board of Review ("SPBR") that ORC and Appellant, Ms. Valorie Aden ("Aden"), entered into a settlement agreement ("Agreement") on December 16, 2013. Included in the Agreement is a complete release and waiver of any and all legal claims or causes of action that Aden may have against ODRC up to and including the date on which the Agreement was fully executed. *See* Agreement, Sections 4, p. 2, attached hereto as Exhibit 1. Also included in the Agreement is Aden's resignation effective July 31, 2012, in exchange for ODRC's rescission of Aden's removal, which gave rise to the appeal currently before the SPBR. Because the removal currently before the SPBR has been rescinded, the instant appeal is moot. Therefore, ODRC respectfully requests the SPBR to dismiss Aden's appeal *sua sponte*.

12-24-13

Respectfully submitted,

MIKE DEWINE (0009181)
Ohio Attorney General



MATTHEW J. KARAM (0085251)
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

Counsel for Appellee

CERTIFICATE OF SERVICE

I certify that a copy of the above *Notice of Settlement* was served upon Ms. Valorie Aden, 3597 East 154th Street, Cleveland, OH 44120, by ordinary U.S. Mail, postage prepaid this 24th day of December, 2013.



MATTHEW J. KARAM (0085251)
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 Valorie E. Aden ("Aden" as defined below) and the Ohio Department of Rehabilitation and Correction ("ODRC" as defined below).

WHEREAS, Aden filed Case No. 12-REM-08-0179 before the State Personnel Board of Review; and

WHEREAS, the Parties desire to resolve any and all disputes relating to Aden's claims against ODRC including, but not limited to, those claims embodied in the above-mentioned case filed with the State Personnel Board of Review.

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 "Aden" which includes Valorie Aden, her immediate family, heirs, assigns, personal representative, executors, agents and administrators both past and present and to "ODRC" which includes the Ohio Department of Rehabilitation and Correction, its successors, assigns, officers, directors, employees and agents, both past and present.

2. **Intent.** Except as specifically set forth herein, Aden and ODRC 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 the case listed above 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. **Not Eligible for Rehire or Reemployment.** The parties agree that Aden will neither apply for nor accept employment with ODRC in the future either as an employee or as a contractor. This agreement is not intended to bar Aden from future application or employment with any other state agency, board, commission or department, subject to the aforementioned agreement not to reapply for or accept employment with ODRC.

B. **Documentation.** ODRC agrees to retain documentation relating to Aden's termination in a file, separate from Aden's personnel file, with the execution of this agreement. All documents related to Aden's employment shall be retained in compliance with the requirements of the Ohio Public Records Act or other federal and Ohio laws. ODRC shall rescind the personnel action resulting in Aden's termination effective July 31, 2012 and reflect such rescission in OAKS. ODRC shall inform the Ohio Department of Administrative Services of the rescission of the personnel action resulting in Aden's termination effective July 31, 2012.

C. **Resignation.** Aden agrees to voluntarily resign her position with ODRC effective July 31, 2012. Aden hereby agrees that the tender of her resignation, effective July 31, 2012, is irrevocable. ODRC hereby accepts Aden's resignation upon execution of this

Agreement. This agreement shall constitute the sole affirmative act by which ODRC indicates to Aden its acceptance of Aden's resignation.

- D. Neutral Letter of Reference.** ODRC agrees that, in response to inquiries from potential employers, a neutral letter of reference will be issued setting forth Aden's dates of employment, positions held, and resignation for her reason for leaving the employment of ODRC.

4. Release of All Claims and Dismissal of All Charges and Legal Actions. Aden and her counsel do hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge the State of Ohio, ODRC, its current, former and future officers, directors, employees, agents, and agencies, personally and in any other capacity, of or from any and all claims, actions and causes of actions, suits, debts, liability, costs, expenses, demands whatsoever, in law or in equity, and any and all other damages which Aden ever had, may now have, or may hereafter have, whether known or unknown, against the State of Ohio or ODRC or its officers, directors, employees, agents, and agencies, 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 her or her counsel, whether known or unknown to her or her counsel, including but not limited to any claims for attorney fees or costs, past employment, back pay, front pay, longevity pay, overtime, compensatory time, holiday pay, vacation leave, personal or sick leave, any other form of leave earned as a result of her employment with ODRC, insurance or retirement contributions, workers compensation, or any other benefit, insurance, or other payment, including any payment of interest, which may have accrued to her as an employee of ODRC. This waiver of claims in no way relates to, or waives, any claims of retirement benefits Aden may be entitled to through the Ohio Public Employees Retirement System.

5. Complete Dismissal. Within 10 business days after execution of this Agreement, Aden agrees to withdraw with prejudice all actions filed by her against ODRC including Case No. 12-REM-08-0179 before the State Personnel Board of Review. Aden also shall immediately dismiss any other action(s) which have been filed, are now pending, or which could have been filed against ODRC 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 Aden's service with ODRC. Aden further agrees to never file or re-file any action, claim or other lawsuit against ODRC, 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.

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 ODRC. Neither the terms nor the Agreement shall be deemed or construed as an admission by ODRC of any wrongful acts whatsoever by or against Aden or any other person, nor does any arrangement(s) made with Aden 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 ODRC.

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. This Agreement shall not be interpreted to render Aden 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 its 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.

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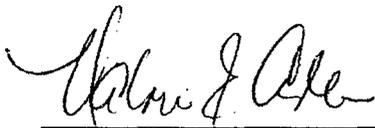
VALORIE ADEN PLEASE READ CAREFULLY BEFORE SIGNING:

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 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 ME WITHIN THE TIME SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND ODRC SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

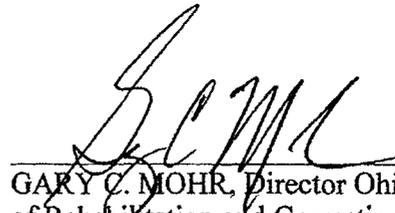
This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives.

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.



VALORIE ADEN



GARY C. MOHR, Director Ohio Department
of Rehabilitation and Correction

November 25, 2013

DATE

12/10/13

DATE

November 26, 2013

Oho Department of Corrections & Rehabilitation
1050 Freeway Road
Columbus, OH

To Whom It May Concern:

By copy of this letter I, Valorie E. Aden, do hereby resign from employment as the Warden's Assistant from the Northeast Pre Release Center effective this day, July 31, 2012.

Very truly yours,



Valorie E. Aden
3597 East 154 Street
Cleveland, OH 44120

/v