

STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW

GILBERT RAWLS,

*Appellant,*

v.

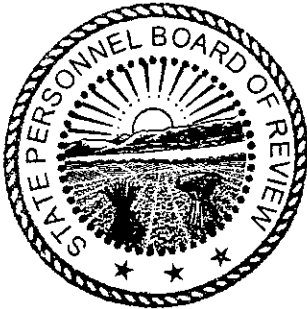
Case No. 05-SUS-03-0079

DEPARTMENT OF YOUTH SERVICES, CENTRAL OFFICE,

*Appellee.*

**ORDER**

This matter 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.



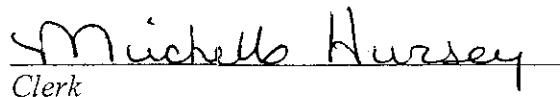
Tracy – Aye  
Lumpe – Aye  
Booth – Aye

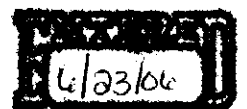
  
\_\_\_\_\_  
Roger W. Tracy, *Chairman*

**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, June 23, 2006.

  
\_\_\_\_\_  
Michelle Hursey  
*Clerk*



mtl

BEFORE THE STATE PERSONNEL BOARD OF REVIEW

STATE PERSONNEL  
BOARD OF REVIEW  
2006 JUN -5 PM 2:57

|                               |   |                          |
|-------------------------------|---|--------------------------|
| GILBERT RAWLS,                | : |                          |
|                               | : |                          |
| Appellant,                    | : | CASE NO. 05-SUS-03-0079  |
|                               | : |                          |
| v.                            | : |                          |
|                               | : |                          |
| DEPARTMENT OF YOUTH SERVICES, | : | Marcie M. Scholl         |
| CENTRAL OFFICE,               | : | Administrative Law Judge |
|                               | : |                          |
| Appellee.                     | : |                          |

APPELLEE'S MOTION TO DISMISS

Appellee, the Department of Youth Services, Central Office, by and through the undersigned counsel, hereby moves the Board for an Order dismissing the within appeal due to the parties having entered into a Settlement Agreement.

A Memorandum in Support is attached.

Respectfully submitted,

JIM PETRO  
Attorney General



*Timothy A. Lecklider*

TIMOTHY A. LECKLIDER (0022852)  
Assistant Attorney General  
Employment Law Section  
150 East Gay Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215  
(614) 644-7257 Telephone  
(614) 752-4677 Fax

MEMORANDUM IN SUPPORT

This case arose as a result of Gilbert Rawls ("Rawls") filing an appeal of his fifteen-day working suspension imposed on him by the Department of Youth Services, Central Office ("DYS").

Prior to the hearing in this matter, the parties agreed to a settlement, the terms of which were reduced to writing and executed by the parties. (Attached as "Exhibit A".) According to the terms of the Agreement, Rawls was to have withdrawn his appeal pending before this Board. However, as of the present date, Rawls has failed to withdraw his appeal as agreed upon.

The unambiguous terms of the Settlement Agreement require Rawls to withdraw his appeal. DYS has fulfilled its obligations under the Agreement and Rawls has received the benefit thereof. Moreover, Rawls has made no effort to otherwise prosecute his appeal with the Board.

Therefore, Appellee, the Department of Youth Services, Central Office, respectfully requests that Appellant Gilbert Rawls' appeal be dismissed with prejudice consistent with the terms of the Settlement Agreement.

Respectfully submitted,

JIM PETRO  
Attorney General



TIMOTHY A. LECKLIDER (0022852)  
Assistant Attorney General  
Employment Law Section  
150 East Gay Street, 22<sup>nd</sup> Floor  
Columbus, Ohio 43215  
(614) 644-7257 Telephone  
(614) 752-4677 Fax

CERTIFICATE OF SERVICE

I certify that a copy of *Appellee's Motion to Dismiss* was served upon Gilbert Rawls, 231 Isaac Tharp Street, Pataskala, Ohio 43062, by ordinary U.S. Mail, postage prepaid this 5<sup>th</sup> day of June, 2006.

  
TIMOTHY A. FECKLIDER (0022852)  
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 Gilbert Rawls ("Rawls" as defined below) and the Ohio Department of Youth Services ("ODYS" as defined below).

WHEREAS, Rawls filed Case No. 05-SUS-03-0079 now pending before the State Personnel Board of Review; and

WHEREAS, the Parties desire to resolve any and all disputes relating to Rawls's employment with ODYS, including, but not limited to, those claims embodied in the above-mentioned appeal 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: "Rawls," to include, Gilbert Rawls, his immediate family, heirs, assigns, personal representative, executors, agents and administrators; and to "ODYS," which includes its successors, assigns, officers, directors, employees and agents, both past and present.
2. **Intent.** Except as specifically set forth herein, Rawls and ODYS 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 Case No. 05-SUS-03-0079 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 Gilbert Rawls:**

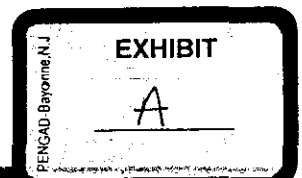
As consideration for the settlement of this matter, Rawls offers the following:

1. **Withdrawal of Claim:** Rawls will withdraw his appeal before the SPBR, Case No. 05-SUS-03-0079, within seven (7) days of receiving a copy of this agreement that has been signed by all parties;
2. **Waiver of Claims:** Rawls agrees to execute a complete release and waiver of any and all legal claims or causes of action that he may have against ODYS up to and including the date on which the Agreement is fully executed; the waiver of claims is a part of this settlement agreement;
3. **Disciplinary Action:** Rawls accepts that ODYS will place in his personal file the record of a six (6) day working suspension that will be considered to have been effective as of the date of the fifteen (15) day working suspension that he appealed in Case No. 05-SUS-03-0079. The record of this six (6) day working suspension will be subject to any and all applicable statutes, regulations and ODYS policies.

**B. As for ODYS:**

As consideration for the settlement of this matter, ODYS offers the following:

1. **Reduction of Suspension:** ODYS will reduce the fifteen (15) day working suspension that Rawls appealed to the Board in Case No. 05-SUS-03-0079 to a six (6) day working suspension. The effective date of the six (6) day suspension will be the same as the original fifteen day suspension that Rawls appealed to the Board in Case No. 05-SUS-03-0079.
4. **Release of All Claims and Dismissal of All Charges and Legal Actions.** Rawls does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge the State of Ohio, ODYS, its officers, directors, employees, agents, and agencies, of or from any and all claims, actions and causes of actions, suits, debts,



Settlement Agreement and Release of Claims  
Gilbert Rawls and the Ohio Rehabilitation and Correction  
Page 2 of 3

liability, demands whatsoever, in law or in equity, which Rawls ever had, may now have, or may hereafter have, whether known or unknown, with respect to the employment of Rawls by ODYS. Such rights, claims, causes of action or liability shall include, but not be limited to, those arising or which might arise out of intentional infliction of emotional distress, harm or illness, intentional injury or intentional tort, or any other facts; the Fair Labor Standards and the Equal Pay Acts; Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1964 as amended; the Civil Rights Act of 1991 as amended; the United States Constitution; the Civil Rights Acts of 1866 or 1871 (42 U.S.C. Sections 1981, 1983, 1985, *et seq.*); the Americans with Disabilities Act; the Age Discrimination in Employment Act; The Older Workers Benefit Protection Act; Chapter 4112 of the Ohio Revised Code; Ohio Revised Code Chapter 124; Tortious wrongful discharge claims under Ohio law; and any other Federal, State, City, County or other local law or ordinance concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment, which, (a) have been filed, (b) are now pending, or (c) could have been filed, relating to any acts which have transpired in regard to the Rawls' employment with ODYS at any time up to and including the date of execution of this Agreement.

5. **Complete Dismissal.** Within seven (7) days upon receiving a copy of this Agreement that has been signed by all Parties, Rawls agrees to withdraw with prejudice all actions filed by him against ODYS including Case No. 05-SUS-03-0079. Rawls also pledges to immediately dismiss any other action/s which have been filed, are now pending, or which could have been filed against ODYS 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 the Rawls' employment with ODYS. Rawls further agrees to never re-file any action, claim or other lawsuit against ODYS, 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, Rawls shall file a Notice of Withdrawal of Case No. 05-SUS-03-0079. Said Notice of Withdrawal shall be filed at the State Personnel Board of Review within seven (7) days of receipt.

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

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 Rawls 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 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.

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.

**RAWLS 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 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.

Gilbert Rawls  
GILBERT RAWLS

Thomas J. Stickrath  
THOMAS J. STICKRATH  
As Director, Ohio Department of Youth Services

12/10/05  
DATE

12/22/05  
DATE