

ORIGINAL

FILED
COURT OF CLAIMS
OF OHIO

2014 AUG 27 PM 3: 04

IN THE COURT OF CLAIMS OF OHIO

MARGENE W. HILL, et al., :
 Plaintiffs, : Case No. 2013-00536
 -vs- :
 STATE OF OHIO, :
 DEPARTMENT OF AGRICULTURE, et al., :
 Defendants. :

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Margene W. Hill and Harry F. Hill hereinafter the Plaintiffs, the State of Ohio, Department of Agriculture and the Office or Risk Management, hereinafter the Defendants (the "parties").
2. The Plaintiffs have asserted a claim against the Defendants in an action now pending in the Court of Claims, entitled *Margene W. Hill, et al. v. State of Ohio, Department of Agriculture, et al.* and identified as Ohio Court of Claims Case No. 2013-00536.
3. This agreement and release is made as a compromise between the parties for the complete and final settlement of the incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2013-00536.
4. It is understood by the parties that the facts upon which this agreement and release is made may prove to be other than or different from the facts now known by any of them or believed by any of them to be true. Each of the parties expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties agree that all the terms of this agreement and release shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.
5. The parties agree that the terms of this agreement and release bind the parties and

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their assigns and successors in interest.

6. The Plaintiffs understand that this agreement and release is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of the Defendants.
7. This agreement and release contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, between the parties except as set forth herein.
8. In consideration of the mutual covenants set forth herein, the parties agree as follows:
 - A. The Defendant, Office of Risk Management agrees to pay the Plaintiffs, Margene W. Hill and Harry F. Hill, the sum of Two Hundred Twenty-Five Thousand Dollars and No/100 Cents (\$225,000.00), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by the Defendants as to the tax consequences of payment of the amount specified in this paragraph.
 - B. The Plaintiffs, Margene W. Hill and Harry F. Hill, do hereby release, hold harmless from any liability, and forever discharge the State of Ohio, Department of Agriculture and the Office of Risk Management, or their agents, servants, employees and officers, personally and in any other capacity, from any and all claims, actions, causes of action, demands, costs, loss of services, expenses, and any and all other damages which the undersigned ever had, now has, or may have, or claim to have, against the State of Ohio, Department of Agriculture and the Office of Risk Management, or their agents, servants, employees or officers, on account of or in any way arising out of the incidents, claims, and/or causes of action that were or could have been alleged in Court of Claims Case No. 2013-00536.
9. The Plaintiffs agree to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2013-00536.
10. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Ohio Revised Code §2743.15(A) and Rule 7(A) of the Rules of the Court of Claims, for the Attorney General's approval, and the Ohio Attorney General has approved the agreement and release. The parties further acknowledge that the

signature of the Assistant Attorney General on this agreement and release is on behalf of Defendants and is not to be construed as the approval of the Attorney General. If the Attorney General shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.

11. The parties acknowledge and agree that this agreement and release shall not be binding on any of the parties until it has been duly presented to the Ohio Court of Claims as required by Ohio Revised Code §2743.15(A) and Rules 7(A) and (B) of the Rules of the Court of Claims, for the Court's approval, and the Court has approved the agreement and release. If the Court shall fail or refuse to approve the agreement and release, it shall be null and void and without any force or effect, and none of the parties shall be bound by it.
12. The undersigned have read this agreement and release, understand all its terms, if signing on behalf of a principal, have authority to sign settlement documents on its behalf, and have executed this agreement and release voluntarily.

7/22/14
DATE

Margene W. Hill
MARGENE W. HILL

2014 AUG 27, PM 3:04

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Sworn to and subscribed in my presence by Margene Hill this 22 day of July, 2014.

Diane C. Riffe
NOTARY PUBLIC
Diane C. Riffe
Notary Public, ID No. 437405
State at Large, Kentucky
My Commission Expires on Feb. 28, 2015

7/22/14
DATE

Harry F. Hill
HARRY F. HILL

Sworn to and subscribed in my presence by Harry Hill this 22 day of July, 2014.

7-22-2014
DATE

Diane C. Riffe
NOTARY PUBLIC
Diane C. Riffe
Notary Public, ID No. 437405
State at Large, Kentucky
My Commission Expires on Feb. 28, 2015
JAY P. CAUHORN
Counsel for Plaintiff

OFFICE OF RISK MANAGEMENT

7/31/14
DATE

By: [Signature]
Title: Asst. Dep. Director

STATE OF OHIO
DEPARTMENT OF AGRICULTURE

FILED CLAIMS
COURT OF OHIO
2014 AUG 27 PM 3:04

8/9/2014
DATE

By: [Signature]
Title: Director

12 Aug '14
DATE

[Signature]
ERIC A. WALKER
Assistant Attorney General
Counsel for Defendant

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OF OHIO

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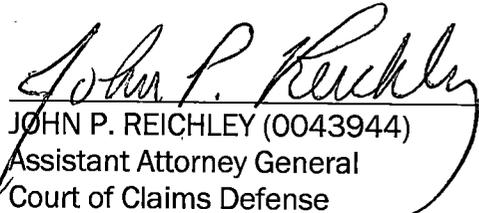
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ATTORNEY GENERAL'S APPROVAL
OF SETTLEMENT AGREEMENT AND RELEASE

Pursuant to Ohio Revised Code §2743.15(A), the undersigned designee of the Ohio Attorney General has reviewed the Settlement Agreement and Release in the above-captioned action and hereby approves it this 27th day of August, 2014.

MICHAEL DEWINE
Ohio Attorney General



JOHN P. REICHLEY (0043944)
Assistant Attorney General
Court of Claims Defense
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Columbus, OH 43215
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JOURNAL ENTRY
APPROVING SETTLEMENT AGREEMENT AND RELEASE

The Court, being fully advised as to the premises, approves and confirms the settlement agreement and release entered into by and between the parties and ORDERS the cause be DISMISSED with prejudice to all parties. Court costs are assessed against defendant. No interest shall be paid on the amount of the settlement.

It is further ORDERED that the settlement warrant of Two Hundred Twenty-Five Thousand Dollars and No/100/100 Cents (\$225,000.00) be drawn on the account of the Office of Risk Management, made payable to Margene W. Hill and Harry F. Hill and be sent to the Plaintiffs c/o Jay P. Cauhorn, 36 West Fifth Street, Covington, Kentucky 41011.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. 2013-00536

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Journal Entry

Entry cc:

JAY P. CAUHORN
36 West Fifth Street
Covington, Kentucky 41011
Counsel for Plaintiffs

ERIC A. WALKER
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Counsel for Defendants