



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 Plaintiff, Gary Dunn, the sum of Thirty-Five Thousand Dollars and No/100 Cents (~~\$35,000.00~~), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by the Defendant as to the tax consequences of payment of the amount specified in this paragraph.
  - B. The Plaintiff, Gary Dunn, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio, the Ohio Department of Rehabilitation and Correction and the Office of Risk Management, 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, the Ohio Department of Rehabilitation and Correction 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. 2013-00142.
9. The Plaintiff agrees to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2013-00142.
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.

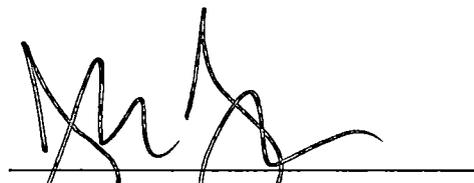
10/2/14  
DATE

  
GARY DUNN  
Plai: \_\_\_\_\_  
S.S.: \_\_\_\_\_

Sworn to and subscribed in my presence by Gary Dunn this 2nd day of October, 2014.

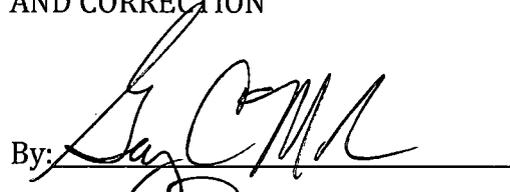
  
NOTARY PUBLIC

10/2/14  
DATE

  
JOHN R SAUTER  
Counsel for Plaintiff

OHIO DEPARTMENT OF REHABILITATION  
AND CORRECTION

10/29/14  
DATE

By:   
Title: Director

OFFICE OF RISK MANAGEMENT

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FILED  
COURT OF CLAIMS  
OF OHIO

11/4/14

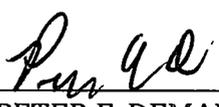
DATE

By: 

Title: Asst. Dep Director

12/8/14

DATE



PETER E. DEMARCO  
Assistant Attorney General  
Counsel for Defendant





Case No. 2013-00142

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Journal Entry

Entry cc:

JOHN R. SAUTER  
Cloppert, Latanick, Sauter & Washburn  
225 East Broad Street  
Columbus, Ohio 43215  
Counsel for Plaintiff

PETER E. DEMARCO  
Assistant Attorney General  
Court of Claims Defense  
150 East Gay Street, 18<sup>th</sup> floor  
Columbus, OH 43215  
Counsel for Defendant