

**ORIGINAL**

**IN THE OHIO COURT OF CLAIMS**

ALBERT GRAVES

Plaintiff

v.

STATE OF OHIO

Defendant

Case No. 2014-00989 WI

Judge Patrick M. McGrath  
Magistrate Holly T. Shaver

SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS

2015 MAR 27 PM 3:23

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COURT OF CLAIMS  
OF OHIO

1. This agreement is made between Albert Graves, hereinafter Plaintiff, and the State of Ohio, hereinafter Defendant, who will be collectively referred to as the Parties.
2. Plaintiff has asserted a claim against Defendant in an action now pending in the Court of Claims, entitled *Albert Graves v. State of Ohio* and identified as Ohio Court of Claims Case No. 2014-00989 WI.
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. 2014-00989 WI.
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 either of them or believed by either 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 their assigns and successors in interest.
6. Plaintiff understands 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 Defendant.
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.

ON COMPUTER

8. In consideration of the mutual covenants set forth herein, the Parties agree as follows:
  - A. Defendant agrees to pay the Plaintiff the sum of Two-Hundred Twenty-One Thousand Two-Hundred Fifty-Two Dollars and Eighty Cents (\$221,252.80), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by Defendant as to the tax consequences of payment of the amount specified in this paragraph. The sum of \$221,252.80 referred to in this paragraph shall be paid as follows:
    1. Defendant shall pay Plaintiff's attorney Terry H. Gilbert the sum of \$23,548.80 pursuant to R.C. 2743.48(E)(2)(a) and R.C. 2743.48(F)(2).
    2. Defendant shall pay Plaintiff the sum of \$187,704.00 pursuant to R.C. 2743.48(E)(2)(b) for 1,320 days of imprisonment in a state correctional institution from April 18, 2008 to November 28, 2011.
    3. Defendant shall pay Plaintiff the sum of \$10,000.00 pursuant to R.C. 2743.48(E)(2)(c).
  - B. Plaintiff does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and its 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 or its 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. 2014-00989 WI.
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. 2014-00989 WI.
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 Section 2743.15(A) and Rule 7(A) of the Rules of the Ohio Court of Claims, for the Attorney General's approval, and the 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 Defendant 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 Section 2743.15(A) and Rules 7(A) and (B) of the Rules of the Ohio 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. This Settlement Agreement may be executed in several counterparts and all such parts shall together constitute one final agreement as if signed by the Parties, and each such counterpart shall be deemed to be an original.
13. 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.

**IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release of All Claims on the day and date indicated below their respective signatures.**

3-17-15  
DATE

Albert Graves  
**ALBERT GRAVES**  
Plaintiff  
S.S. No. \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Erin Jeziorski, Notary Public  
City of Erie, Erie County  
My Commission Expires Feb. 18, 2018  
PENNSYLVANIA ASSOCIATION OF NOTARIES

Sworn to and subscribed in my presence this 17<sup>th</sup> day of March 2015.

Erin Jeziorski  
NOTARY PUBLIC

2015 MAR 27 PM 9:29

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COURT OF CLAIMS  
OF OHIO

3/23/15  
DATE

Terry H. Gilbert  
**TERRY H. GILBERT**  
Counsel for Plaintiff  
Tax ID No. \_\_\_\_\_

3-26-15  
DATE

Amy S. Brown  
**AMY S. BROWN**  
**LINDSEY M. GRANT**  
Assistant Attorneys General  
Counsel for Defendant

FILED  
COURT OF CLAIMS  
OF OHIO

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ALBERT GRAVES

Plaintiff

v.

STATE OF OHIO

Defendant

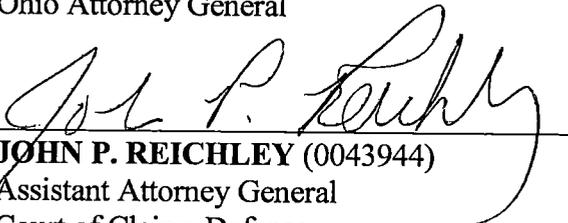
Case No. 2014-00982 WP  
2015 MAR 27 PM 3:28

Judge Patrick M. McGrath  
Magistrate Holly T. Shaver

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 27<sup>th</sup> day of March, 2015.

**MICHAEL DEWINE**  
Ohio Attorney General

  
**JOHN P. REICHLEY (0043944)**

Assistant Attorney General

Court of Claims Defense

150 East Gay Street, 18<sup>th</sup> floor

Columbus, OH 43215

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IN THE OHIO COURT OF CLAIMS

ALBERT GRAVES

Plaintiff

v.

STATE OF OHIO

Defendant

Case No. 2014-00989 WI

Judge Patrick M. McGrath  
Magistrate Holly T. Shaver

ATTORNEY GENERAL'S  
APPROVAL OF 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, which totals Two-Hundred Twenty-One Thousand Two-Hundred Fifty-Two Dollars and Eighty Cents (\$221,252.80).

It is further ORDERED that the settlement warrant of One Hundred Ninety-Seven Thousand Seven Hundred Four Dollars and No Cents (\$197,704.00) be drawn on the account of the State of Ohio payable to Plaintiff Albert Graves. A separate second settlement warrant of Twenty-Three Thousand Five Hundred Forty-Eight Dollars and Eighty Cents (\$23,548.80) shall be drawn on the account of the State of Ohio payable to Terry H. Gilbert for the payment of professional fees. Both settlement warrants shall be sent to Plaintiff's attorney Terry H. Gilbert at 55 Public Square, Suite 1055, Cleveland, Ohio 44113-1901.

DATE: 9/17/14

\_\_\_\_\_  
JUDGE, COURT OF CLAIMS OF OHIO

Entry cc:

TERRY H. GILBERT  
Friedman & Gilbert  
55 Public Square, Suite 1055  
Cleveland, Ohio 44113-1901  
*Counsel for Plaintiff*

AMY S. BROWN  
LINDSEY M. GRANT  
Assistant Attorneys General  
Court of Claims Defense Section  
150 East Gay Street, 18th Floor  
Columbus, Ohio 43215  
*Counsel for Defendant*