

ORIGINAL

FILED
COURT OF CLAIMS
OF OHIO

2015 APR -9 PM 3: 36

IN THE COURT OF CLAIMS OF OHIO

BEM ITIAVKASE,

Plaintiff,

v.

WRIGHT STATE UNIVERSITY,

Defendant.

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Case No. 2013-00715

Magistrate Holly T. Shaver

SETTLEMENT AGREEMENT

1. This agreement is made between Bem Itiavkase, hereinafter the Plaintiff, and Wright State University, hereinafter the Defendant.
2. The Plaintiff has asserted a claim against the Defendant in an action now pending in the Court of Claims, entitled *Bem D. Itiavkase v. Wright State University* and identified as Ohio Court of Claims Case No. 2013-00715.
3. This agreement is made as a compromise between the parties for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described above.
4. It is understood by the Plaintiff and the Defendant that the facts upon which this agreement is made may hereafter 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 hereto expressly accepts and assumes the risk of the facts proving to be so different, and each of the parties hereto agree that all the terms of this agreement 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 compromise and settlement agreement bind the parties hereto, and their assigns and successors in interest.
6. The Plaintiff understands that this settlement is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of the Defendant.

ON COMPUTER

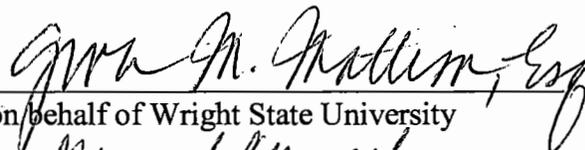
7. This Settlement Agreement and Release of All Claims contains the entire agreement between the parties with regard to the matters set forth herein. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the parties except as expressly set forth herein.
8. In consideration of the mutual covenants set forth herein, the parties agree as follows:
 - A. The Defendant will provide free tuition, as defined hereafter, at Wright State University for the hours necessary to obtain a Master of Business Administration Degree, provided that this benefit will extend no more than two (2) academic years from the date he first enrolls in the University. This does not include books or other items, such as commuting costs or parking fees needed for pursuit of these studies.
 - B. The Plaintiff, Bem Itiavkase, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and Wright State University, 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, may have, or claims to have, against the State of Ohio or Wright State University, 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. 2013-00715.
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. 2013-00715 and the attached release of all claims.
10. The parties hereto acknowledge and agree that this agreement shall not be binding on any of the parties until it has been duly presented to the Ohio Attorney General, as required by Section 2743.15(A), Ohio Revised Code, 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. The parties further acknowledge that the signature of the Assistant Attorney General on this settlement 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 settlement, this agreement shall be null and void and without any force or effect, and none of the parties shall be bound thereby.

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

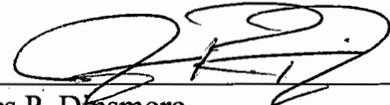
27 February 2015
DATE

 pro se
 Ben Itivkase
 Plaintiff, Pro Se

3/10/15
DATE


 on behalf of Wright State University
 General Counsel

3.18.15
DATE


 James P. Dinsmore
 Assistant Attorney General
 Counsel for Defendant

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OF OHIO

RELEASE OF ALL CLAIMS

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2013-00715

The undersigned, Bem Itiavkase, hereinafter the Plaintiff, in consideration of the sum of pursuant to Section 2743.19(C), Revised Code, and in consideration of the tuition benefit set forth in paragraph 8.A. of the Settlement Agreement entered into by the Plaintiffs with Wright State University, and in settlement of Ohio Court of Claims Case No. 2013-00715 entitled *Bem D. Itiavkase v. Wright State University*, voluntarily and knowingly execute this Release with the express intention of effecting the extinguishment of obligations herein designated.

The Plaintiff, in his individual capacity, do hereby release, hold harmless from any liability, and forever discharge the State of Ohio and Wright State University, 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 or Wright State University, or their agents, servants, employees or officers, on account of or in any way arising out of the incident stated in the Complaint filed in Ohio Court of Claims Case No. 2013-00715.

This Release and the Settlement Agreement constitute the entire agreement between the parties hereto, and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of February, 2015.


Bem Itiavkase

Sworn to and subscribed in my presence by Bem Itiavkase this 27 day of February, 2015.


NOTARY PUBLIC



IN THE COURT OF CLAIMS OF OHIO

2015 APR -9 PM 3: 36

BEM D. ITIAVKASE, :
 :
 Plaintiff, :
 :
 v. : Case No. 2013-00715
 : Magistrate: Holly T. Shaver
 WRIGHT STATE UNIVERSITY, :
 :
 Defendant. :

ATTORNEY GENERAL'S APPROVAL OF SETTLEMENT

The Attorney General of Ohio pursuant to Section 2743.15(A), of the Ohio Revised Code, has reviewed the Settlement Agreement in the above-captioned action and hereby approves it this 24th day of March, 2015.

MIKE DEWINE
Attorney General of Ohio



JOHN P. REICHLEY (0043944)
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, Ohio 43215

IN THE COURT OF CLAIMS OF OHIO

BEM ITIAVKASE, :
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 Plaintiff, :
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 : Magistrate Holly T. Shaver
 WRIGHT STATE UNIVERSITY, :
 :
 Defendant. :

JOURNAL ENTRY APPROVING SETTLEMENT

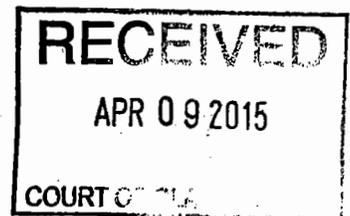
The Court, being fully advised as to the premises, approves and confirms the settlement agreement heretofore entered into by and between the parties hereto and orders the cause be dismissed with prejudice to all parties, all court costs to be paid by the Defendant.

The Defendant will provide free tuition, as defined hereafter, at Wright State University for the hours necessary to obtain a Master of Business Administration Degree, provided that this benefit will extend no more than two (2) academic years from the date he first enrolls in the University. This does not include books or other items, such as commuting costs or parking fees needed for pursuit of these studies.

No interest shall be paid on the amount of the settlement.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO



Case No. 2013-00715

-2-

Journal Entry

Entry cc:

Bem Itiavkase
5960 Sunridge Drive
Cincinnati, Ohio 45224

James P. Dinsmore
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Counsel for Defendant