

ORIGINAL

FILED
COURT OF CLAIMS
OF OHIO

IN THE COURT OF CLAIMS OF OHIO

2015 MAY 19 PM 3:35

SARAH E. MARTIN,

Plaintiff,

v.

OHIO DEPARTMENT OF
TRANSPORTATION, et al.,

Defendants.

Case No. 2013-00432

Judge Patrick M. McGrath

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Sarah E. Martin, hereinafter the Plaintiff, and the Ohio Department of Transportation and the Office of Risk Management, hereinafter the Defendants (the "parties").
2. The Plaintiff has asserted a claim against the Defendants in an action now pending in the Court of Claims, entitled *Sarah E. Martin v. Ohio Department of Transportation, et al.* and identified as Ohio Court of Claims Case No. 2013-00432.
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. 2013-00432.
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 their assigns and successors in interest.
6. The 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 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 Plaintiff, Sarah E. Martin, the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), 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 Plaintiff, Sarah E. Martin, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio, the Ohio Department of Transportation 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 Transportation or 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. 2013-00432. Related to this, Sarah E. Martin releases any wrongful death or survivorship claim against the Defendants or the State of Ohio arising out of the incident or injuries she sustained, which could have been raised by her estate upon her death.
9. Sarah E. Martin agrees to assume responsibility for, satisfaction of, and to indemnify and hold harmless the Defendants or the State of Ohio and its counsel, including but not limited to, the Ohio Attorney General's Office, and their respective principals, employees and/or agents, with regard to all claims or liens arising from the Claims, the Occurrence, and/or any injuries arising from or claimed to arise from the Occurrence, including any subrogation, medical, or other claims or liens asserted by, or which could be asserted by, other entities, individuals, or parties, including but not limited to, her parents, Laura A. Martin and John F. Martin.
10. 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. 2013-00432.
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 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.

12. 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.
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.

4-22-15
DATE


SARAH E. MARTIN
Plaintiff
S.S. No. _____

Sworn to and subscribed in my presence by Sarah Martin this 24th day of April, 2015.




NOTARY PUBLIC

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MAY 19 PM 3:35

4-24-15
DATE


JAMIE R. LEBOVITZ
Counsel for Plaintiff

OHIO DEPARTMENT OF
TRANSPORTATION

5-8-15
DATE

By: Jerry Wray / rwr

OFFICE OF RISK MANAGEMENT

5/5/15
DATE

Bobbi Miller
BOBBI MILLER
Interim Risk Administrator

5/14/15
DATE

Peter E. Demarco
PETER E. DEMARCO
Assistant Attorney General
Counsel for Defendants

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Entry cc:

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