

FILED
COURT OF CLAIMS
OF OHIO

2015 JUL 20 PM 3:09

ORIGINAL

THE COURT OF CLAIMS OF OHIO

ROY BUCHANAN,

Plaintiff,

Case No. 2013-00671

v.

Judge Patrick M. McGrath

DEPARTMENT OF REHABILITATION
AND CORRECTION,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Roy Buchanan hereinafter the Plaintiff, and the Ohio Department of Rehabilitation and Correction, hereinafter the Defendant (the "parties").
2. The Plaintiff has asserted a claim against the Defendant in an action now pending in the Court of Claims, entitled Roy Buchanan, Plaintiff v. Department of Rehabilitation and Correction, and identified as Ohio Court of Claims Case No. 2013-00671.
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. 2013-00671.
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. 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 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.
8. In consideration of the mutual covenants set forth herein, the parties agree as follows:
 - A. The Defendant, Ohio Department of Rehabilitation and Correction, agrees to pay the Plaintiff, Roy Buchanan, the sum of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00), 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, Roy Buchanan, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and the Ohio Department of Rehabilitation and Correction, 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 the Ohio Department of Rehabilitation and Correction, 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. 2013-00671.
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. 2013-00671.
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 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.

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- 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.

June 24, 2015
DATE

Roy Buchanan
Plaintiff, Roy Buchanan
S.S.

Sworn to and subscribed in my presence by *Roy Buchanan* this 24 day
of *June*, 2015.



Bill Woodson
BILL WOODSON NOTARY PUBLIC
MY COMMISSION EXPIRES ON 10/13/14 PUBLIC
ATHENS COUNTY, STATE OF OHIO

DATE

Richard F. Swope
Richard F. Swope, Counsel for Plaintiff

DATE

Gary C. Mohr, Director
Ohio Department of Rehabilitation
and Correction

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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.

June 24, 2015
DATE

Roy Buchanan
Plaintiff, Roy Buchanan
S.S. No

Sworn to and subscribed in my presence by *Roy Buchanan* this 24 day
of June, 2015.



BILL WOODSON NOTARY PUBLIC
MY COMMISSION EXPIRES ON 10/13/14
ATHENS COUNTY, STATE OF OHIO

Bill Woodson
PUBLIC

DATE

Richard F. Swope
Richard F. Swope, Counsel for Plaintiff

7/10/15
DATE

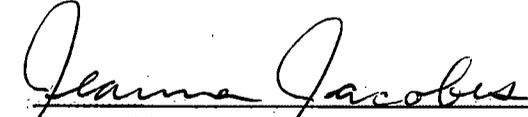
Gary C. Mohr
Gary C. Mohr, Director
Ohio Department of Rehabilitation
and Correction

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Jeanna V. Jacobus
Jeanna V. Jacobus
Assistant Attorney General
Counsel for Defendant

THE COURT OF CLAIMS OF OHIO

ROY BUCHANAN,

Plaintiff,

Case No. 2013-00671

v.

Judge Patrick M. McGrath

DEPARTMENT OF REHABILITATION
AND CORRECTION,

Defendant.

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 \$7,500.00 be drawn on the account of Ohio Department of Rehabilitation and Correction, made payable to Roy Buchanan and his attorney, Richard F. Swope, and sent to the Plaintiff c/o Richard F. Swope, Swope and Swope, 6480 East Main Street, Suite 102, Reynoldsburg, Ohio, 43068.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. 2013-00671
Journal Entry

-2-

Entry cc:

Richard F. Swope
Swope & Swope
6480 East Main Street, Suite 102
Reynoldsburg, Ohio 43068
Counsel for Plaintiff

Jeanna V. Jacobus
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Counsel for Defendant