

2015 JUL 29 PM 3: 22

THE COURT OF CLAIMS OF OHIO

CATHERINE GOODYEAR, :

Plaintiff, :

v. :

Case No. :

**ORIGINAL**

**2015 - 00693 AD**

THE OHIO STATE UNIVERSITY  
WEXNER MEDICAL CENTER, :

Defendant. :

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Catherine Goodyear, hereinafter the Plaintiff, and The Ohio State University Wexner Medical Center, 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 *Catherine Goodyear v. The Ohio State University Wexner Medical Center* and identified as Ohio Court of Claims Case No. ~~2015 - 00693 AD~~
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. ~~2015 - 00693 AD~~
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, The Ohio State University Wexner Medical Center, agrees to pay the Plaintiff, Catherine Goodyear, the sum of Seven Thousand and Twenty-Five Dollars (\$7,025) representing the cost of the three rings (the diamond engagement ring, the wedding band, and the double pearl diamond ring) and reimbursement of the Twenty-Five Dollar (\$25.00) filing fee, 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, Catherine Goodyear, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and The Ohio State University Wexner Medical Center, 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 State University Wexner Medical Center, 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. 2015-00693 AD

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. 2015-00693 AD

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.

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

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OF OHIO

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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.

6-22-15  
DATE

Catherine Y. Goodyear  
Pro Se Plaintiff- Catherine Goodyear

Sworn to and subscribed in my presence by Catherine Y. Goodyear this 22nd day of June 2015.



Laura J. Kyler  
Notary Public State of Ohio  
Fairfield County  
My Commission Expires  
April 3, 2017

Laura J. Kyler  
NOTARY PUBLIC

6-22-15  
DATE

Catherine Y. Goodyear  
Pro Se Plaintiff- Catherine Goodyear

7.7.15  
DATE

Christopher M. Culley  
Christopher M. Culley  
Senior Vice President and General Counsel  
The Ohio State University

7/28/15  
DATE

John P. Reichley  
John Reichley (0043944)  
Assistant Attorney General  
Counsel for Defendant

2015 JUL 29 PM 3: 22

THE COURT OF CLAIMS OF OHIO

Catherine Goodyear  
2229 Taylor Park Drive, Apt 401  
Reynoldsburg, Ohio 43068

Plaintiff,

v.

The Ohio State University Wexner  
Medical Center  
650 Ackerman Road  
Suite 200  
Columbus, Ohio

Defendant.

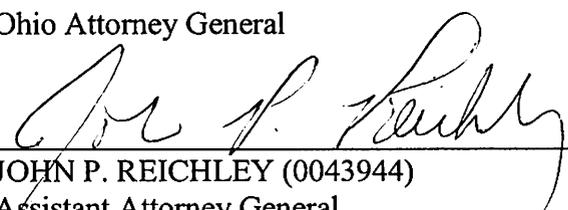
Case No.

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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 29<sup>th</sup> day of July, 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  
Phone (614) 466-7447; Fax (614) 644-9185  
[John.Reichley@ohioattorneygeneral.gov](mailto:John.Reichley@ohioattorneygeneral.gov)



Entry cc:

Catherine Goodyear  
2229 Taylor Park Drive, Apt. 401  
Reynoldsburg, Ohio 43068  
Pro Se

MICHAEL DEWINE  
Ohio Attorney General

John P. Reichley  
Assistant Attorney General  
Court of Claims Defense  
150 East Gay Street, 18<sup>th</sup> floor  
Columbus, OH 43215  
*Counsel for Defendant*

John F. Plant  
Assistant General Counsel  
Office of Legal Services  
Ohio State University Wexner Medical Center  
410 West 10<sup>th</sup> Avenue  
Columbus, Ohio 43210-1228