

ORIGINAL
IN THE COURT OF CLAIMS OF OHIO

FILED
COURT OF CLAIMS
OF OHIO

2015 SEP 11 PM 3:08

OHIO DEPARTMENT OF
TRANSPORTATION,

Plaintiff/Counterclaim-Defendant,

v.

Case No. 2014-00405-PR

E.J. WARD, INC.,

Defendant/Counterclaim-Plaintiff.

STATUS OF SETTLEMENT NEGOTIATIONS

This case involves a settlement where the State of Ohio will be receiving money.

The Court had ordered that the settlement paperwork be filed by September 10, 2015.

The State of Ohio has secured its signature the Settlement paperwork (attached).

The opposing counsel has advised that he is still awaiting signature from his client.

Respectfully submitted,

MICHAEL DEWINE
Attorney General of Ohio



WILLIAM C. BECKER (0013476)
RICHARD J. SILK, JR. (0074111)
Principal Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th Floor
Columbus, OH 43215-3130
Phone (614) 466-7447

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Status of Settlement Negotiations* was sent by regular U.S. mail, postage prepaid, this 11th day of September, 2015 to:

Hansel H. Rhee
Ice Miller LLP
250 West Street, Suite 700
Columbus, Ohio 43215
Attorneys for Defendant E.J. Ward, Inc.



WILLIAM C. BECKER
Principal Assistant Attorney General

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 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.

8.19.15
DATE

Jerry Wray / mp
Sign Name
Jerry Wray
Print Name

Ohio Department of Transportation
Plaintiff

Sworn to and subscribed in my presence by Jerry Wray this 19 day of August, 2015 through Chief Legal Counsel

