

IN THE COURT OF CLAIMS OF OHIO

ORIGINAL

CHRISTOPHER BELL

Plaintiff

v.

OHIO DEPARTMENT OF
REHABILITATION AND CORRECTION

Defendant

Case No. 2015-00287

Magistrate Robert Van Schoyck

2016 FEB 23 PM 3:40

FILED
COURT OF CLAIMS
OF OHIO

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Christopher Bell, 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 Christopher Bell, Plaintiff, v. Ohio Department of Rehabilitation and Correction, Defendant, and identified as Ohio Court of Claims Case No. 2015-00287.
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. 2015-00287.
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, Christopher Bell, the sum of Nine Thousand and No/100 Dollars (\$9,000.00), 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, Christopher Bell, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and the Ohio Department of Rehabilitation and Correction, Defendant, 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. 2015-00287.
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. 2015-00287.
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.

February 4 2016
 DATE

Christopher Bell
 Christopher Bell, Plaintiff
 S.S. No. _____

Sworn to and subscribed in my presence by Christopher Bell this
4 day of February, 2016.

Patricia R. Ceglio
 NOTARY PUBLIC

FILED
 COURT OF CLAIMS
 OF OHIO

2016 FEB 23 PM 3:40

2-10-16
 DATE

Richard F. Swope
 Richard F. Swope
 Swope and Swope
 6480 East Main Street, Suite 102
 Reynoldsburg, Ohio 43068

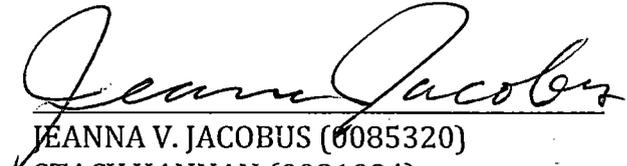


Patricia R Ceglio
 Notary Public - Ohio
 My Commission Expires
 07-05-16

2/19/16
DATE

By: 
Ohio Department of Rehabilitation
and Corrections

2/23/16
DATE


JEANNA V. JACOBUS (0085320)
STACY HANNAN (0081094)
Assistant Attorneys General
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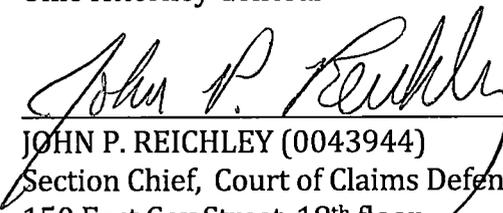
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ATTORNEY GENERAL'S APPROVAL
OF SETTLEMENT AGREEMENT AND RELEASE

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 23rd day of February, 2016.

MICHAEL DEWINE
Ohio Attorney General



JOHN P. REICHLEY (0043944)
Section Chief, Court of Claims Defense
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Columbus, OH 43215
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John.Reichley@ohioattorneygeneral.gov

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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 Nine Thousand and 00/100 Dollars (\$9,000.00) be drawn on the account of Ohio Department of Rehabilitation and Correction,, made payable to Christopher Bell and Richard F. Swope, and sent to the Plaintiff c/o Richard F. Swope, 6480 East Main Street, Suite 102, Reynoldsburg, Ohio 43068.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. 2015-00287

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Journal Entry

Entry cc:

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

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