

2016 MAY -5 PM 4:00

ORIGINAL

THE COURT OF CLAIMS OF OHIO

DARLENE LANE FERRARO, etc., :
Plaintiff, :
v. : Case No. 2011-10371
THE OHIO STATE UNIVERSITY : Judge: Patrick M. McGrath
MEDICAL CENTER, :
Defendant. :

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Darlene Lane Ferraro, individually and as Administrator of the Estate of Junior Lane, hereinafter the Plaintiff, and The Ohio State University Medical Center hereinafter the Defendant (the "parties").
2. The Plaintiff has asserted claims against the Defendant in an action now pending in the Court of Claims, entitled Darlene Lane Ferraro, etc. v. The Ohio State University Medical Center and identified as Ohio Court of Claims Case No. 2011-10371. The Plaintiff has also asserted claims against Defendant's employee, Dr. Rolf Barth, in a separate action in the Cuyahoga County Court of Common Pleas under Case No. CV-10-733430.
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. 2011-10371.
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 different, and each of the parties agrees 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. Plaintiff, Darlene Ferraro, individually and as Administrator of the Estate of Junior Lane, has agreed to accept a total of \$100,000 in settlement of her claims in both actions referenced above. Half of that sum, \$50,000, shall be addressed in a separate agreement with private parties.
 - B. The Defendant, The Ohio State University Medical Center, agrees to pay the Plaintiff, Darlene Ferraro, the sum of Fifty Thousand and No/100 Dollars (\$50,000.00), 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.
 - C. The Plaintiff, Darlene Ferraro, both individually and on behalf of the Estate of Junior Lane, does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and The Ohio State University 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, may have, or claims to have, against the State of Ohio or the Ohio State University 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. 2011-10371.
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. 2011-10371.
10. It is understood that this agreement and release shall not be binding on any of the parties until it has been duly approved by the Probate Court of Cuyahoga County, Ohio, and a certified copy of said Journal Entry of approval is attached. If said Probate Court shall fail or refuse to approve the agreement and release, it shall become 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.

4/15/2014
Date

X. Darlene Ferraro
Darlene Ferraro, individually and as
Administrator of the Estate of Junior
Lane
S.S. No. _____

Sworn to and subscribed in my presence by DARLENE FERRARO this 15 day of APRIL, 2014.

Janine Lycan
NOTARY PUBLIC
JANINE LYCAN
NOTARY PUBLIC • STATE OF OHIO
Recorded in Cuyahoga County
My commission expires May 19, 2017

4/15/2014
DATE

W. Craig Bashein
W. Craig Bashein
Thomas J. Sheehan
Counsel for Plaintiff

FILED
COURT OF CLAIMS
OF OHIO
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FILED
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OF OHIO

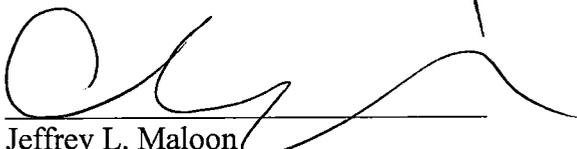
2016 MAY -5 PM 4: 01

5.4.16
DATE



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

5/5/16
DATE



Jeffrey L. Maloon
Christopher P. Conomy
Assistant Attorneys General
Counsel for Defendant

***PAGE 4 OF DARLENE LANE FERRARO, etc. v. OSUMC SETTLEMENT AGREEMENT ***

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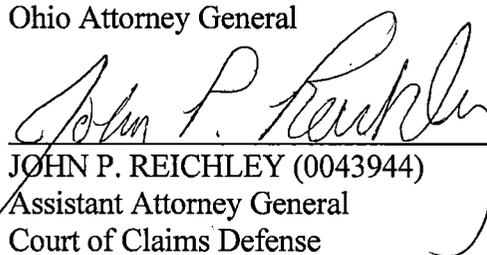
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ATTORNEY GENERAL'S APPROVAL
OF SETTLEMENT AGREEMENT AND RELEASE

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 5th day of May, 2016.

MICHAEL DEWINE
Ohio Attorney General


JOHN P. REICHLEY (0043944)
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215
Phone (614) 466-7447; Fax (614) 644-9185
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 \$50,000.00 be drawn on the account of The Ohio State University Medical Center, made payable to Darlene Lane Ferraro, individually and as Administrator of the Estate of Junior Lane, and W. Craig Bashein, Thomas J. Sheehan, Bashein & Bashein Co., L.P.A., Terminal Tower, 35th Floor 50 Public Square, Cleveland, Ohio 44113.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Case No. 2011-10371

Entry cc:

Darlene Ferraro

c/o:

W. Craig Bashein

Thomas J. Sheehan

Bashein & Bashein Co., L.P.A.

Terminal Tower 35th Floor

50 Public Square

Cleveland, Ohio 44113

MICHAEL DEWINE

Ohio Attorney General

CHRISTOPHER P. CONOMY

JEFFREY L. MALOON

Assistant Attorneys General

Court of Claims Defense

150 East Gay Street, 18th floor

Columbus, OH 43215

Counsel for Defendant