

ORIGINAL

THE COURT OF CLAIMS OF OHIO

FILED
COURT OF CLAIMS
OF OHIO

2016 JUN -9 PM 3:30

CHAKA PETERS,

Plaintiff,

v.

UNIVERSITY OF CINCINNATI
COLLEGE OF MEDICINE,

Defendant.

Case No. 2016-00256

Judge Patrick M. McGrath

Magistrate Anderson M. Renick

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This Settlement Agreement and Release of All Claims ("Agreement") is made between Chaka Peters, hereinafter Plaintiff, and the University of Cincinnati, hereinafter Defendant (the "Parties").
2. Plaintiff has asserted a claim against Defendant in an action now pending in the Court of Claims, entitled *Chaka Peters v. University of Cincinnati College of Medicine* and identified as Ohio Court of Claims Case No. 2016-00256.
3. This Agreement 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. 2016-00256.
4. It is understood by the parties that the facts upon which this Agreement 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 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 bind the Parties and their assigns and successors in interest.
6. Plaintiff understands that this Agreement is a compromise of disputed claims and payment thereof is not to be construed as an admission of liability on the part of Defendant.
7. This Agreement 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. Defendant agrees to pay Plaintiff the sum of Ninety-nine Thousand, Nine Hundred and No/100 Dollars (\$99,900.00), pursuant to Ohio Revised Code Chapter 2743. No interest on this amount shall be paid. No representation is made by Defendant as to the tax consequences of payment of the amount specified in this paragraph.
 - B. Plaintiff understands and agrees that she is solely responsible for any tax liabilities and consequences arising out of the payment described in paragraph 8(A). Plaintiff further understands and agrees that she will indemnify, defend, and hold harmless Defendant from any and all claims based on or arising out of any tax liabilities or consequences for the payment described in paragraph 8(A).
 - C. Plaintiff does hereby release, hold harmless from any liability, and forever discharge the State of Ohio and 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 Defendant 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. 2016-00256.
 - D. Defendant agrees that it shall indicate on Plaintiff's academic transcript that as of September 2, 2014, Plaintiff withdrew from attendance at Defendant. In other words, Defendant shall substitute the word "withdrawn" for the word "dismissal" on Plaintiff's academic transcript.
 - E. Except for the change in paragraph 8(D), the Parties agree that Plaintiff's academic records currently on file with Defendant shall not be altered or changed in any way, and those records shall remain as part of Plaintiff's permanent record. Moreover, the Parties agree that Plaintiff's permanent record shall accurately reflect the entirety of Plaintiff's performance while enrolled with Defendant, including but not limited to the Medical School Performance Evaluations, all other evaluations, all transcripts, and all grades from all courses.
 - F. The Parties acknowledge and agree that Plaintiff is no longer enrolled with Defendant.
 - G. Plaintiff agrees that she will not apply for re-admission with Defendant. Plaintiff instead agrees that she will attempt admission only with other schools.

- H. Defendant agrees that it will respond to inquiries from other schools about Plaintiff truthfully, and will not initiate contact with any other school in an effort to thwart Plaintiff's efforts of enrollment.
9. Plaintiff agrees to be bound by a journal entry dismissing with prejudice the above described claim known as Ohio Court of Claims Case No. 2016-00256.
10. The Parties acknowledge and agree that this Agreement 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. The Parties further acknowledge that the signature of the Assistant Attorney General on this Agreement 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, 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 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. If the Court shall fail or refuse to approve the Agreement, 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, 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 voluntarily.

05/07/2016
DATE

Shaha Peters
Plaintiff

Sworn to and subscribed in my presence
this 7th day of May, 2016.

Marie Pologne J. Rene
NOTARY PUBLIC

MARIE POLOGNE J. RENE
Notary Public - State of New York
No: 01RE6290056 5/7/16
Qualified in Kings County
My Commission Expires March 17, 2018
5/12/2016

DATE

[Signature]
Counsel for Plaintiff

5-22-16
DATE

[Signature]
UNIVERSITY OF CINCINNATI
Lori A. Ross, Esq.
Associate General Counsel
Assistant Contracting Officer

5-31-16
DATE

[Signature]
LEE ANN RABE
Assistant Attorney General
Counsel for Defendant

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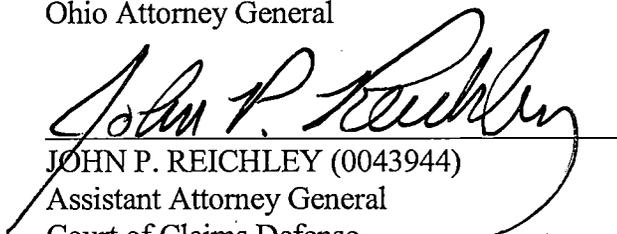
Magistrate Anderson M. Renick

Defendant.

**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 8th day of June, 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

THE COURT OF CLAIMS OF OHIO

CHAKA PETERS,

Plaintiff,

Case No. 2016-00256

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Judge Patrick M. McGrath

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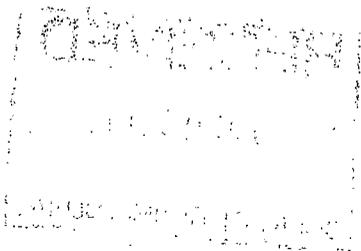
JOURNAL ENTRY APPROVING SETTLEMENT AGREEMENT AND RELEASE

The Court, being fully advised as to the premises, approves and confirms the Settlement Agreement and Release of All Claims entered into by and between the Parties and ORDERS the cause be DISMISSED with prejudice. 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 \$99,900.00 be drawn on the account of the University of Cincinnati, made payable to Firestone, Brehm, Wolf, Whitney & Young LLP and sent to the Plaintiff c/o her counsel at: Firestone, Brehm, Wolf, Whitney & Young LLP, 15 West Winter Street, Delaware, OH 43015.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO



Case No. 2016-00256

Entry cc:

D.J. Young, III
Firestone, Brehm, Wolf, Whitney & Young LLP
15 West Winter Street
Delaware, OH 43015

Counsel for Plaintiff

MICHAEL DEWINE
Ohio Attorney General

LEE ANN RABE
Assistant Attorney General
Court of Claims Defense
150 East Gay Street, 18th floor
Columbus, OH 43215

Counsel for Defendant