

2016 JUN 15 PM 3:14

ORIGINAL

THE COURT OF CLAIMS OF OHIO

SANDRA THAXTON, ADMX.,

Plaintiff,

v.

THE OHIO STATE UNIVERSITY
WEXNER MEDICAL CENTER,

Defendant.

Case No. 2015-00160

Judge Patrick M. McGrath
Magistrate Robert Van Schoyck

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This agreement is made between Sandra Thaxton, individually and as Administratrix of the Estate of James R. Thaxton, Jr., 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 Sandra Thaxton, Admx., v. The Ohio State University Wexner Medical Center and identified as Ohio Court of Claims Case No. 2015-00160.
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. 2015-00160.
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 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 case is being settled for Twenty-five thousand and No/100 Dollars (\$25,000.00). The Defendant, The Ohio State University Wexner Medical Center agrees to pay the Plaintiff, Sandra Thaxton, individually and as Administratrix of the Estate of James R. Thaxton, Jr., the sum of Twenty-one thousand, six-hundred sixty-one and 04/100 Dollars (\$21,661.04), 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 Defendant also agrees to pay the total sum of One-thousand, five-hundred sixty and No/100 Dollars (\$1,560.00) to the Ohio Child Support Payment Center (Ohio CSPC), to be applied to Case No. 7003493231.
 - C. The Defendant also agrees to pay the total sum of One-thousand, seven-hundred seventy-eight and 96/100 Dollars (\$1,778.96) to Auglaize County Clerk of Courts, to be applied to Case Nos. 2006 CR 0055 and 2005 CR 0147.
 - B. The Plaintiff, Sandra Thaxton, individually and as Administratrix of the Estate of James R. Thaxton, Jr., 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 claims 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. 2015-00160.
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. 2015-00160.
10. It is understood that this agreement shall not be binding on any of the parties until it has been duly approved by the appropriate Probate Court and a certified copy of said Journal Entry of approval is attached hereto. If said Probate Court shall fail or refuse to approve the agreement, it shall become null and void and without force or effect, and none of the parties shall be bound by it.

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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 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.
12. 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.
13. 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.

5-17-16
DATE

Sandra Thaxton
Plaintiff

Sworn to and subscribed in my presence by Sandra Thaxton this 12th day of May, 2016.



REBECCA S. CHRISTOPHER
Notary Public - State of Ohio
My Commission Expires March 6, 2021
Recorded in Auglaize County

Rebecca S. Christopher
NOTARY PUBLIC

5-18-2016
DATE

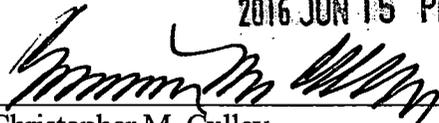
Richard F. Swope
Richard F. Swope
Counsel for Plaintiff

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OF OHIO

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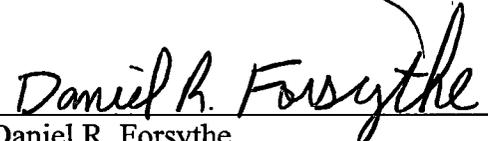
DATE



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

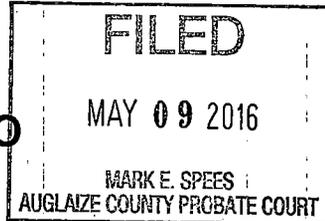
6.14.2016

DATE



Daniel R. Forsythe
Senior Assistant Attorney General
Counsel for Defendant

PROBATE COURT OF AUGLAIZE COUNTY, OHIO
MARK E. SPEES, JUDGE



ESTATE OF JAMES R. THAXTON, JR., DECEASED
CASE NO. 2015 EST 147

ENTRY APPROVING SETTLEMENT OF SURVIVAL CLAIM

Upon hearing the application to approve and distribute the settlement of the claim of the fiduciary, the Court:

Approves the proffered settlement of \$25,000.00.

Orders payment of \$1,560.00 to the Montgomery County Child Support Enforcement Agency.

Orders payment of \$1,778.96 to Auglaize County for unpaid court costs of the decedent.

Orders payment of \$7,220.34 to the attorney for attorney fees for service rendered with respect to this matter, which is one-third of the remaining balance of \$21,661.04.

Authorizes the applicants to execute a release which shall be submitted to the Court of Claims of Ohio for approval and to the Department of Administrative Services for payment.

Orders payment to this Court for the court costs and expenses associated with this application of settlement.

Orders that the net amount, after payment of debts, fees, and costs, for the benefit of the heirs be delivered to the heirs, one quarter to each of the following: Sandra Thaxton, Jason Thaxton, Samantha Lawrence, and Crystal Lehmkuhle.

Orders the applicant and the attorney to report on their distribution of the proceeds within thirty days of the date of receipt of payment by the Ohio Department of Administrative Services.

May 1, 2016
Date

/S/ MARK E. SPEES
MARK E. PEES
Probate Judge

settlement warrant in the amount of One-thousand, seven-hundred seventy-eight and 96/100 Dollars (\$1,778.96) be drawn on the account of The Ohio State University Wexner Medical Center and will be paid to Auglaize County Clerk of Courts, P.O. Box 409, Wapakoneta, Ohio 45895, for Case Nos. 2006 CR 0055 and 2005 CR 0147.

DATE: _____

JUDGE, COURT OF CLAIMS OF OHIO

Entry cc:

Richard F. Swope (0000605)
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Reynoldsburg, Ohio 43068
Counsel for Plaintiff

MICHAEL DEWINE
Ohio Attorney General

Daniel R. Forsythe (0081391)
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