ORIGINAL

FILED
COURT OF CLAIMS
OF OHIO

2016 SEP -7 PM 3:29

THE COURT OF CLAIMS OF OHIO

NATHAN C. HALL, MD, PhD,

Plaintiff,

v.

Case No. 2015-00038

THE OHIO STATE UNIVERSITY
WEXNER MEDICAL CENTER,

Judge Patrick M. McGrath

Defendant.

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

1. This settlement agreement and release ("Agreement") is made between Nathan C. Hall, MD, PhD ("Plaintiff"), and The Ohio State University Wexner Medical Center ("Defendant") (collectively, the "Parties").

2. Plaintiff has asserted a claim against Defendant in an action now pending in the Court of Claims, entitled *Nathan C. Hall, MD, PhD v. The Ohio State University Wexner Medical Center* and identified as Ohio Court of Claims Case No. 2015-00038.

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. 2015-00038.

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 one hundred thousand dollars and no cents ($100,000.00). No interest on this amount shall be paid. No representation is made by Defendant as to the tax consequences of payment of this amount.

   B. Plaintiff, for himself, his past, present and future heirs, assigns, agents, representatives, executors, administrators, predecessors, successors in interest, subrogees and insurers, and any other parties who may claim under or through him, or otherwise assert claims for him or on his behalf, jointly or separately (collectively, the "Releasing Parties") does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge Defendant and the State of Ohio, their past, present, and future officers, directors, trustees, employees, agents, attorneys, agencies, assigns, administrators, predecessors, successors in interest, divisions, foundations, representatives, and affiliated and/or related entities wherever located, subrogees and insurers, and any other parties who may claim under or through them, or otherwise assert claims for them or on their behalf, jointly and separately (collectively, the "Released Parties") of or from any and all claims, actions and causes of action, suits, debts, liability, demands whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, in law, equity, or otherwise, including, but not limited to, those arising or which might arise under or out of the Equal Pay Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1964, as amended; the Civil Rights Act of 1991, as amended; the United States Constitution; the Civil Rights Acts of 1866 or 1871 (42 U.S.C. Sections 1981, 1983, 1985, et seq.); the Americans with Disabilities Act; the Age Discrimination in Employment Act; The Old Workers Benefit Protection Act; the Family and Medical Leave Act; Ohio law, including, but not limited to tortious wrongful discharge claims, intentional infliction of emotional distress, harm or illness, intentional injury or intentional tort; Chapter 4112 of the Ohio Revised Code and any other provision of the Ohio Revised Code; and any other federal, state, city, county or other local law or ordinance concerning employment, or in any other manner regulating to or otherwise concerning wages, discipline, hours and/or any other terms or conditions or actions relating to his employment through the date of execution of this Agreement. The Releasing Parties state that, as of the date of execution of this Agreement, they have and maintain full and absolute control of the disposition of all charges, liens, claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities released in this Agreement. Plaintiff

fully understands and agrees that this Agreement may be used by any of the Released Parties as a complete defense to any and all claims asserted against them with respect to any charges, liens, claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities released in this Agreement.

C. Plaintiff agrees that he is solely responsible for any tax liabilities and consequences that may result from his receipt of the payments referenced in Paragraph 8(A) above, and agrees that Defendant shall bear absolutely no responsibility for any such liabilities or consequences. Plaintiff further agrees that Defendant shall not be required to pay any further sums to Plaintiff or to his attorney for any reason, even if the tax liabilities and consequences to him are ultimately assessed in a fashion that he does not presently anticipate. Further, if any liability for taxes, interest or penalties is imposed on Defendant because of its failure to deduct federal, state, or local withholding taxes from the payment referenced in Paragraph 8(A) above, Plaintiff will, upon demand by Defendant, indemnify and hold Defendant harmless from any and all such liability. Plaintiff acknowledges that neither Defendant nor its counsel have made any representations to Plaintiff concerning the tax consequences of the payments referenced in this Agreement.

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. 2015-00038.

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.

NOTICE: NATHAN C. HALL, PLEASE READ CAREFULLY BEFORE SIGNING:

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C SECTION 621 ET SEQ., YOU MAY HAVE CERTAIN SPECIFIC RIGHTS. A WAIVER OF THOSE RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. YOUR SIGNATURE BELOW SIGNIFIES YOUR ACKNOWLEDGEMENT OF THE ACCURACY OF THE FOLLOWING STATEMENTS:

I have read the foregoing Agreement, and I understand that by signing this Agreement I am releasing any claims I may have against Defendant and its employees, agents, officers, and trustees under the federal Age Discrimination in Employment Act.

I acknowledge that I was given up to 21 days in which to consider this Agreement, but that I may sign it before the end of the 21-day period.

I also acknowledge that I was advised to consult with an attorney before signing this Agreement, and that I have the right for up to 7 days after I sign this Agreement to revoke the Agreement if I do so in writing and deliver that revocation to: Paula Paoletti, Senior Associate General Counsel, The Ohio State University Wexner Medical Center, 650 Ackerman Road, Suite 201, Columbus OH 43202-4500.

I, Nathan C. Hall, now voluntarily sign this Agreement on the date indicated. If this Agreement should be revoked by me within the time set forth above, this Agreement shall be void and Defendant shall be excused from performance hereunder.

[The remainder of this page intentionally left blank.]

FILED
COURT OF CLAIMS
OF OHIO

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8/5/16
DATE

Nathan O Hall
Plaintiff

Sworn to and subscribed in my presence

this 5th day of ~~June~~ Aug., 2016.
NCH

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Charlene D. Daniels-Harris, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 16, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Charlene D. Daniels-Harris
NOTARY PUBLIC

8-9-16
DATE

Counsel for Plaintiff

8.16.16
DATE

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

8-29-16
DATE

Lee Ann Rabe
LEE ANN RABE
Assistant Attorney General
Counsel for Defendant

Nathan Hall v. OSU Wexner Medical Center
Case No. 2015-00038

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THE OHIO STATE UNIVERSITY WEXNER MEDICAL CENTER,	:	Judge Patrick M. McGrath
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 31st day of August, 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

NATHAN C. HALL, MD, PhD,

Plaintiff,

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THE OHIO STATE UNIVERSITY
WEXNER MEDICAL CENTER,

Judge Patrick M. McGrath

Defendant.

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 $100,000.00 be drawn on the account of The Ohio State University Wexner Medical Center, made payable to Nathan C. Hall, and sent to the Plaintiff c/o James D. Colner, Shumaker, Loop & Kendrick, LLP, Huntington Center, 41 S. High St., Suite 2400, Columbus OH 43215-6104.

DATE:_____

_____
JUDGE, COURT OF CLAIMS OF OHIO

Entry cc:

JAMES D. COLNER
Shumaker, Loop & Kendrick, LLP
Huntington Center
41 South High Street, Suite 2400
Columbus, OH 43215-6104
Counsel for Plaintiff

MICHAEL DEWINE
Ohio Attorney General

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