

Resolution 2024- 017

A Resolution Approving Insurance Payment Settlement with David Woodie

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, February 22, 2024. The trustee marked below made a motion for the adoption of the following Resolution:

Leezer

Fleshman

Blevins

BE IT RESOLVED that the Board of Trustees of Franklin Township, Franklin County, Ohio approves and authorizes the settlement with David Woodie, a former township police officer in the amount of \$25,000.00 to be paid by the Ohio BWC. An additional \$100 settlement agreement fee is the responsibility of the township. This settlement alleviates the township of any future medical claims from the former employee. **(Exhibit attached)**

BE IT FURTHER RESOLVED that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

BE IT FURTHER RESOLVED this Resolution shall be in full force and effect immediately upon its adoption.

The following trustee marked below seconded the motion:

Leezer

Fleshman

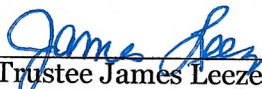
Blevins

Roll was called for the adoption of the Resolution, and the vote was as follows:

Leezer: YES/ NO

Fleshman: YES/ NO

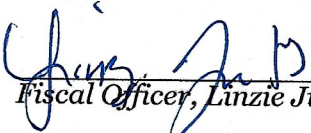
Blevins: YES/ NO


Trustee James Leezer


Trustee John Fleshman


Trustee Mike Blevins

Adopted on February 22, 2024.
Attested to on this 22nd day of February 2024


Fiscal Officer, Linzie Justus

FRANKLIN TOWNSHIP, FRANKLIN COUNTY

BOARD OF TRUSTEES
2193 FRANK ROAD
COLUMBUS, OH 43223

PNC BANK, N.A. 070
OHIO

7006

6-12/410

AMOUNT WARRANT NO. DATE
\$100.00 70061 02/29/2024

One Hundred Dollars and 00/100

COPY

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James Leeza
[Signature]
Mike Bell
Chris [Signature]

WL280557-11-22

PAY

David Woodie
3393 Devin Road
Grove City, OH 43123

TO
THE
ORDER
OF

MADE WITH BRASS
TRADE MARK 1999

FIS OFFI
hereby certify that the amount required to meet the contract, agreement, oblig
payment or expenditure for the above, was lawfully appropriated for such purpose and
in the treasury or in the process of collection to the credit of the appropriate fund(s)
from any previous encumbrances or obligation.

⑈070061⑈ ⑆041000124⑆ 4240538908⑈

FRANKLIN TOWNSHIP - FRANKLIN COUNTY., OH
David Woodie

Amount	Warrant #
\$100.00	70061

DATE 02/29/2024 7006

Quantity	Unit	Item Description	Unit Price	Subtotal
1.00	Settlement	BWC 21-156494 - Woodie Invoice #: RES# 2024-017	\$100.00	\$100.00

Account Code	Type	Amount
1000-190-590-0000	PO 101-2024	\$100.00

COPY

SETTLEMENT AGREEMENT, RELEASE, AND CONFIDENTIALITY AGREEMENT

This Agreement, effective on the last date executed below, is entered into between Franklin Township, its related entities, and its past, present and future officers, directors, stockholders, owners, attorneys, insurers, agents, servants, representatives, employees, subsidiaries, assigns, affiliates, divisions, parent companies, predecessors and successors in interest, in their individual and representative capacities, and each of them, jointly and severally (herein singularly and collectively referred to as "Employer") and David Woodie, on behalf of himself and his heirs, executors, guardians, administrators, successors and assigns, and each of them, jointly and severally (herein singularly and collectively referred to as "Employee") (collectively "the Parties") have entered into this Settlement Agreement, Release, and Confidentiality Agreement with the following:

Whereas, the Parties desire to fully and completely settle and dispose of:

1. Ohio Workers' compensation claims filed by Employee; and
 2. Franklin County Common Pleas Case 22CV009048; and
 3. any and all other claims, complaints, actions, liabilities, obligations, controversies, damages, demands, losses, expenses, charges or lawsuits of whatever kind or nature (including court costs and attorney's fees actually incurred), whether known or unknown, which Employee ever had, or may now have against Employer.
- A. Employer and Employee agree to settle Bureau of Workers' Compensation claim number 21-156494 (hereinafter "Claim 21-156494") for twenty-five thousand and no/100 dollars (\$25,000.00). The Parties have agreed to complete and endorse all relevant settlement documents to be filed at the Bureau of Workers' Compensation and the Common Pleas Court of Franklin County, Ohio acknowledging full and final settlement of Claim 21-156494 and dismiss Franklin County Common Pleas Case 22CV009048 with prejudice. Additional settlement paperwork regarding this settlement is outlined in the Final Settlement Agreement and Release drafted by the Ohio Attorney General, including settlement of any other Bureau of Workers' Compensation claims and the allocation of the settlement to various employers or the BWC surplus fund.
- B. Employer agrees to pay Employee an additional one hundred and no/100 dollars (\$100.00) in consideration of this Agreement. Once this Agreement becomes final as contemplated in Paragraph A, Employee provides a fully executed IRS Form W-9, and the revocation period has exhausted as outlined in Paragraph D, Employer will have two (2) weeks to deliver the settlement proceeds to Employee's agent Jay W. Dixon, Esq. This total sum shall be paid via a check made payable to David Woodie for which an IRS Form 1099 shall be issued. Employee agrees to execute a Receipt for Payment for payments received under this Agreement.
- C. Each party shall bear all of the fees, costs and expenses incurred by his or its own attorneys or advisors in connection with the action or this Agreement and the settlement it represents.
- D. Employee, by way of settlement and compromise, fully and forever releases, remises, settles, cancels, acquits and discharges Employer, of and from any and all manner of actions, causes of action, complaints, lawsuits, claims, controversies, liabilities, obligations, grievances, actions, costs, expenses, appeals, proceedings, judgments, compensation, demands, losses and damages (including all attorneys' fees and costs actually incurred) of any nature whatsoever, matured or unmatured, whether or not presently known, which exist at the execution date of this Agreement, which Employee, his heirs, administrators, executors, assigns, and/or all other personal representatives, have ever had or now have, for or by reason

of any manner cause or thing whatsoever including, but not limited to: (1) claims resulting from the July 19, 2021 accident; (2) claims of alleged discrimination based on race, color, age, sex, sexual orientation, gender identity, disability, religion, national origin, height, weight, marital status or veteran status arising under any laws, including but not limited to any claims under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Ohio Civil Rights Act, and any other federal, state or local civil or human rights, anti-discrimination or other similar laws; (3) claims under the National Labor Relations Act, , the Occupational Safety and Health Act, the Family and Medical Leave Act of 1993, the Worker Adjustment and Retraining Notification Act of 1988, and any other federal, state or local wage, labor, occupational safety or similar laws; (4) claims of breach of any express or implied contract of employment; (5) claims arising out of or relating to Employee's employment with Employer and/or his separation therefrom; (6) tort or common law claims for mental or physical injuries; (7) claims involving public policy; and (8) all other claims—whether based on federal, state or local statute, regulation or ordinance, or on common or tort law, or on public policy. Exclusively as this Agreement pertains to his release of CLAIMS under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), Employee, pursuant to and in compliance with the Older Workers Benefit Protection Act: (i) is advised in writing to consult with (and Employee affirms that he did in fact consult with) his attorney prior to executing this Agreement; (ii) has been afforded a period of twenty-one (21) calendar days to consider this Agreement; and (iii) may revoke this Agreement (only with regard to his ADEA waiver and release) during the seven (7) calendar days following its execution. To the extent he executes this Agreement prior to the expiration of the twenty-one (21) calendar day period specified above, Employee acknowledges and agrees that he was afforded the opportunity to have at least twenty-one (21) calendar days to consider it before executing it and that his execution of the Agreement prior to the expiration of said period was his voluntary act. Employee also agrees that this Agreement is written in a manner that enables him to fully understand its content and meaning. He also agrees that he is waiving and releasing all claims (including any ADEA claims) in exchange for valuable consideration identified above that is in addition to anything of value to which he already is entitled. This Agreement, as it pertains to a release of CLAIMS under the ADEA, shall become effective and enforceable seven (7) calendar days after its execution. All other provisions of this Agreement or parts thereof shall become effective and enforceable upon execution; provided, however, that if Employee revokes this Agreement as provided in (iii) above, Employer may revoke this Agreement in its entirety during the seven (7) calendar day period following receipt of his revocation.

- E. This release is intended to, and does include, any and all claims, amended claims, demands, rights, and causes of action of any kind, nature or description whatsoever arising under or by virtue of the Workers' Compensation laws of the State of Ohio, whether for compensation, benefits, medical, hospital or funeral expenses, or otherwise, whether for or by reason of injury, disease, disability (temporary or permanent, partial or total), known or unknown, and whether numbered, filed or unfiled, made or unmade, asserted or unasserted, past, present and future rights, including Claim 21-156494.
- F. The Parties acknowledge and agree that a Medicare Set-Aside ("MSA") may be necessary in this case. If necessary, Employee and his attorneys agree to secure the MSA, to submit the MSA to Centers for Medicare and Medicaid (CMS), and to be responsible for the administration of the MSA. The settlement proceeds in Paragraph A above specifically include any amount necessary for the MSA. Employee agrees to be solely responsible for any issues that may arise with regard to the MSA.
- G. Employee shall indemnify and hold Employer harmless with respect to all liens, super liens and subrogated interests, including without limitation, the Bureau, Medicaid and Medicare (including any required MSA as outlined in Paragraph F).
- H. In consideration of the reciprocal agreement of confidentiality by the Parties, Employee agrees from this

day forward, to keep confidential the fact that this settlement has been made, the amount of the consideration paid under the terms of this Agreement and the existence, discussions regarding this Agreement, details or terms of this Agreement, which shall remain forever confidential and shall not be disclosed to any third party without the express written consent of Employer.

- I. It is further agreed that no documents, statements, acknowledgements or interviews will be given to any news organization, magazine, newspaper, radio or telephone organization or entity of any type. It is agreed that this confidentiality agreement applies to Employee and his attorneys.
- a. Permitted Disclosure. The confidentiality provision contained in Section I above does not prohibit the Employee from disclosing otherwise confidential information to a governmental agency or as otherwise compelled or required by law, including but not limited to the Equal Employment Opportunity Commission (the "EEOC") and the Securities and Exchange Commission (the "SEC"). Nothing herein shall prevent, restrict or limit the Employee from filing any complaint or claim with or request an investigation by the SEC or the EEOC or any other local, state or federal agency. Employee is also permitted to disclose the amount of the settlement to his attorney, spouse, and financial advisor. He shall instruct those individuals that the information is confidential and shall not be disclosed to any other person or entity.
 - b. Notification and Consent. As it relates to Section I.a. above, the Employee does not need to seek the consent of the Employer and does not need to notify the Employer in order to disclose otherwise confidential information to a governmental agency.
- J. Employee hereby acknowledges and agrees that Employee's last day of employment with Employer was October 8, 2022. As additional consideration for this agreement, Employee acknowledges that he did not have just cause to separate his employment relationship with Employer. Employee agrees to waive any right or claim he has or may have for employment or re-employment with Employer or any of its facilities, agrees not to seek employment or re-employment with Employer, and agrees that, should he seek employment with Employer in the future and be denied such employment, this Agreement shall act as a complete bar to his entitlement to any legal, equitable, or administrative relief based upon any such denial of employment. Employee agrees that if he is rehired, he may be terminated immediately based on this Agreement.
- K. Employee and his attorney(s) agree to indemnify and hold Employer harmless from any tax liability, together with any interest or penalties assessed thereon, which Employee and/or Employer may be assessed by the United States Internal Revenue Service, or any state or local department of taxation, arising from payments made to Employee pursuant to this Agreement. Employee understands Employer is not providing tax or legal advice, nor is Employer making representations to Employee regarding tax obligations or consequences, if any, related to this Agreement. Employee acknowledges and agrees that he is solely responsible for any tax liabilities and consequences that may result from his receipt of the payments referenced in this Agreement, and agrees that Employer shall bear absolutely no responsibility for any such liabilities or consequences.
- L. Employee shall immediately return all Employer property in his possession or control. Employee recognizes and acknowledges that the performance of his services for the Employer has resulted in its disclosure to him of certain proprietary, confidential and financial information. Employee agrees that:
- (1) He will not disclose or use any of the Employer's confidential, proprietary or financial information

for his own or any other person's or entity's benefit unless such use or disclosure is specifically consented to in writing by the Employer.

(2) He will not, directly or indirectly, for himself or on behalf of any other person or entity, induce or attempt to induce any of the Employer's personnel to do anything contrary to the best interests of the Employer.

(3) He agrees that he shall not make defamatory or disparaging remarks or talk about or otherwise communicate to any third parties in a disparaging manner with respect to Employer, its affiliated organizations, or any past or present Employer employees, personally or in their representative capacities, regarding situations or action arising either directly or indirectly from Employee's employment or separation from employment with the Employer.

M. Employee agrees that, if Employee brings suit or makes a claim or charge against Employer (or assists others to bring suit or make claims or charges against Employer) in any manner in violation of this Agreement, Employee shall not be entitled to any relief or recovery from any such suit, claim or charge, and Employee shall be liable to Employer for all costs, expenses and other damages that the Employer may incur in connection with such suit, claim or charge, including, without limitation, their reasonable attorneys' fees and all other costs of defense. Employee understands that he is not being asked to waive or release claims that the law expressly prohibits the release of or that may arise after the date Employee signs this Agreement. Nothing in this Agreement will prohibit Employee from: (1) filing a charge, claim or report with a governmental agency; (2) or participating in any investigation or proceeding with a government agency. With respect to any non-waivable claims, however Employee agrees to waive his right, if any, to any monetary or other recovery, except where expressly prohibited by law.

N. Employee agrees to take no action which is intended, or would reasonably be expected, to harm the Employer or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Employer.

O. Nothing in this Agreement is intended to in any way abrogate the rights afforded to Employee by Section 7 of the National Labor Relations Act ("NLRA"), which provides Employee with the right to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection in the workplace. The restrictions outlined in the previous paragraph do not apply if Employee seeks to disclose accurate information for purposes of exercising his rights under the NLRA.

P. Employee agrees that he is the real party in interest to the claims made by him which form, in part, the subject matter of this release, and that no part of the aforesaid claims have been assigned, or transferred, and that he has full, complete, exclusive and unencumbered right, title and interest in and to the same, and that no other subrogated rights or claims exist. Further, if other undisclosed subrogated rights or claims, exist, Employee agrees to indemnify Employer with regard to those claims.

Q. Employee and Employer understand and agree that the acceptance of the mutual consideration recited herein is in settlement and compromise of disputed claims, that the payment of such consideration is not an admission of liability or violation of any law, statute, common law, or agreement on the part of Employer, and that the payment of such consideration is merely to avoid and terminate further litigation expense and to buy peace. Employer denies and disclaims any liability to Employee and by entering into this Agreement intends merely to avoid litigation.

R. Employee agrees that all promises or inducements have been included and expressed in this Settlement Agreement, Release and Confidentiality Agreement and this constitutes the entire agreement between the parties hereto, and that the terms of the Settlement Agreement, Release and Confidentiality Agreement

are contractual and not a mere recital. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the law of the State of Ohio. The Parties agree that, should any provision of this Agreement require interpretation or construction, the person or court interpreting or construing this Agreement shall not apply a presumption that the provision shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed against the party who prepared the Agreement. It is agreed that all Parties participated in the drafting of this Agreement. The Parties agree that the terms of this Agreement are contractual and not merely recitals.

- S. Employee, by signing this Agreement, acknowledges that he has fully read and fully understands the foregoing Settlement Agreement, Release and Confidentiality Agreement, and that he consents to each and all of its provisions.
- T. In signing this Settlement Agreement, Release and Confidentiality Agreement, Employer and Employee have relied upon their own judgment and/or advice of their own counsel and have not been influenced to any extent whatsoever in making this Settlement Agreement, Release and Confidentiality Agreement by any representations or statements not contained herein.
- U. If for any reason any part of this Settlement Agreement, Release and Confidentiality Agreement is determined to be invalid or unenforceable, the remaining part of this Settlement Agreement, Release and Confidentiality Agreement nevertheless shall be construed, performed and enforced as if the invalidated or unenforceable part had not been included in the agreement's text.

V. EMPLOYEE ACKNOWLEDGES THAT EMPLOYER HAS ADVISED EMPLOYEE IN WRITING (INCLUDING BY EMPLOYEE'S RECEIPT OF THIS AGREEMENT):

- a. TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT;
- b. THAT EMPLOYEE HAS UP TO 21 DAYS TO CONSIDER THIS AGREEMENT BEFORE SIGNING IT; AND
- c. THAT EMPLOYEE HAS UP TO 7 DAYS TO REVOKE THE AGREEMENT AFTER EXECUTION.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT DO NOT RE-START OR AFFECT IN ANY MANNER THE ORIGINAL 21-DAY CONSIDERATION PERIOD. HAVING ELECTED TO SIGN THIS AGREEMENT AND TO FULFILL THE PROMISES SET FORTH IN THIS AGREEMENT AND TO RECEIVE THE PAYMENTS DESCRIBED ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THAT EMPLOYEE HAS OR MAY HAVE AGAINST EMPLOYER, INCLUDING, WITHOUT LIMITATION, ALL BWC CLAIMS AND ALL CLAIMS UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT.

READ CAREFULLY BEFORE SIGNING

Franklin Township

Jim Leezer
Jim Leezer, Trustee

David Woodie

STATE OF OHIO)
)
COUNTY OF _____)

SS

Before me, a Notary Public in and for said county and state, personally appeared the above- named David Woodie, who acknowledged that he did sign the foregoing Agreement and that the same is his free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Franklin County, Columbus, Ohio, this 25 day of January, 2024.

Nicole Randazzio
Notary Public



NICOLE RENA RANDAZZIO
Notary Public, State of Ohio
My Comm. Expires April 19, 2027