

SETTLEMENT AGREEMENT AND RELEASE

This Joint Stipulation of Settlement Agreement and Release (hereinafter the "Agreement") is made and entered into by and between Nita Hanson, (hereinafter "Hanson"), and Etna Township (hereinafter "the Township"). Collectively, Hanson and the Township will be referred to hereinafter as the "Parties."

WHEREAS, this Agreement is the product of discussions between Hanson and the Township, and Hanson has been afforded an adequate opportunity to read and consider the terms of this Agreement and to consult with an attorney of her choosing;

WHEREAS, the Parties now desire to bring about an end to the employment relationship between Hanson and the Township, as well as fully and completely settle and dispose of any and all claims of whatever kind or nature Hanson ever had, or may now have, whether known or unknown, against the Township (including its elected officials, employees, agents, insurers and counsel); and Hanson understands and agrees that this Agreement settles, bars and waives any and all claims that she has or could possibly have against the Township as of the date she signs it;

THEREFORE, the Parties, for the good and valuable consideration stated below, the sufficiency of which is acknowledged, agree as follows:

1. **Settlement Amount.** In consideration of the promises made by Hanson as set forth below, the Township shall pay Hanson Eighty Thousand Dollars (\$80,000.00) (the "Settlement Amount") as follows: After final execution of this Agreement and within fourteen days of the expiration of Hanson's rights under Paragraph Seven of this Agreement, on Hanson's request, the Township shall:
 - 1.1 Deliver two checks, each made payable to "Nita Hanson and Cooper and Elliot, LLC" and each in the gross amount of \$40,000, both of which shall be reflected on an IRS Form 1099 issued to Hanson.
2. **Further consideration.** As further consideration, in addition to the Settlement Amount, for the promises made by both Parties herein, the Parties further agree as follows:
 - 2.1 ***Tax indemnification:*** Hanson understands and acknowledges that she is solely responsible for all tax liability related to payments described in Paragraph 1. Hanson further agrees to defend, indemnify, and hold harmless the Township and Releasees identified in Paragraph 4 on, of, from, against, and related to all taxation issues related to payments made under this Agreement.
 - 2.2 ***Withdrawal of Unemployment Claim:*** Within seven days of Hanson's receipt of the payments outlined in Paragraph 1, she agrees to withdraw and forever waive all unemployment claims and applications against the Township.

3. **Withdrawal of any pending actions.** Hanson represents that she knows of no other actions, besides the Unemployment Claim referenced above, at law or in equity before a court or arbitral tribunal, nor of any administrative proceedings or complaints, currently pending and filed by her or her attorney or agents that relate to her interactions with the Township. If any such actions, complaints, or proceedings are currently pending, then Hanson agrees to dismiss them, with prejudice.

4. **Hanson: Release in Full of All Claims.** In exchange for the conditions outlined above, Hanson does hereby release and forever discharge the Township, including any of the Township's affiliated agencies, departments, or organizations and any and all of its past, present and future, Trustees, officers, directors, agents, employees, insurers, including not limited to the Public Entity Risk Services of Ohio ("PERSO"); Sedgwick Claims Management Services, Inc.; the Ohio Township Association Risk Management Authority ("OTARMA"), and their parents, subsidiaries, divisions, boards, affiliates, insurers, lawyers, including administrators, benefit plans, and their successors and assigns, and their respective officers, directors, employees, insurers, re-insurers, trustees, or agents, in both their official and personal capacities for any actions or omissions up to and including the date of this agreement but shall not include claims that arise after the date Hanson signs this Agreement . These entities are collectively the "Released Parties."

This Release is intended to be a broad release and shall apply to any relief or benefit, no matter how denominated, including, but not limited to, claims for breach of contract, physical or mental injury, pain and suffering, prejudgment interest, post-settlement interest, insurance coverage, attorney fees or costs, future employment, wages, backpay, front pay, compensatory damages, liquidated damages, or punitive damages, and all other claims, of whatever nature or kind, at law or in equity, and whether known or unknown, direct or indirect, which Hanson or her heirs, representatives, or assigns has, claims to have, or has ever had, from the beginning of time until the date they sign this Agreement. In addition, Hanson agrees to waive the right to receive any recovery under any charge or lawsuit filed by them or any other part which lawsuit was filed prior to the date upon which this Agreement was executed. and attorneys (the "Beneficiaries") from any and all causes of action, claims and demands whatsoever in law or equity, whether known or unknown, which she now has or may have against the Beneficiaries by reason of any cause whatsoever to the date of this Agreement, whether arising out of a 42 U.S. § 1983 civil action or a constitutional claim, or whether based in tort (including claims for physical injury or physical illness), contract, or any federal, state or local law, statute or regulation, including but expressly not limited to claims arising under the Fair Labor Standards Act ("FLSA"), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 ("ADA"), the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the Family and Medical Leave Act ("FMLA") or similar state law, the Employee Retirement Income Security Act ("ERISA"), the Genetic Information Nondiscrimination Act ("GINA"), Ohio's anti-discrimination or wage-hour laws, any and all common law causes of action, and any other federal and state civil rights laws or laws relating to employment or public employees.

- 4.1 This Release specifically and without limitation includes, to the fullest extent permitted by law, a release of any claims for violation of due process, employment discrimination, wrongful discharge, breach of contract, physical or emotional injury, or promissory estoppel, claims for violations of any constitution, § 1983 claims, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of the Township or the Beneficiaries occurring prior to the execution of this Agreement.
 - 4.2 This Release excludes any claim which cannot be released by private agreement, such as workers' compensation claims, unemployment compensation claims, claims arising after the effective date of this Agreement, and the right to file administrative charges with certain government agencies.
 - 4.3 Hanson represents and acknowledges that the Settlement Amount identified herein is fair, reasonable, and adequate and constitutes payment in full for all of her potential claims under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*; Ohio wage and hour laws; and Section 34a of the Ohio Constitution, including claims for minimum wages, overtime pay, liquidated damages, and attorneys' fees and costs. By signing this Agreement, Hanson represents and acknowledges that upon receipt of the Settlement Amount and her last paycheck, she will be paid in full for any and all wages of any kind and any amount owed by the Township for work Hanson performed for the Township through the date of her resignation.
5. **Township: Release in Full of All Claims.** The Township does hereby release and forever discharge Hanson, from any and all causes of action, claims and demands whatsoever in law or equity, whether known or unknown, which it now has or may have against Hanson by reason of any cause whatsoever to the date of this Agreement.
- 5.1 This release excludes any causes of action, claims, and/or demands where Hanson was involved as an employee of the Township where her release would affect the determination of insurance/risk pool/or other liability coverage for the cause of action, claim and/or demand.
 - 5.2 This release excludes any issue related to tax liability, as outlined above in Section 1(D).
6. **Knowing and Voluntary Act.** Hanson acknowledges and agrees that the release set forth above is a general release. Hanson, having been encouraged to and having had the opportunity to be advised by counsel, expressly waives all claims for damages which exist as of this date, but of which Hanson does not now know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known would materially affect Hanson's decision to enter into this Agreement. Hanson further agrees that she

accepts the Settlement Amount as a complete compromise of matters involving disputed issues of law and fact and assumes the risk that the facts and law may be other than Hanson believes. Hanson further acknowledges and agrees 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 differences in the facts or law, and that Hanson provides this release voluntarily and with full knowledge and understanding of the terms hereof.

7. **OWBPA Release.** Hanson specifically acknowledges and understands that this Agreement is intended to release and discharge any claims she may have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act. Accordingly, Hanson agrees that she has twenty-one (21) days from the date of receipt to sign the Agreement. Hanson understands and is advised that she should discuss any concerns she may have with her attorney before executing this Agreement. After Hanson signs this Agreement, she has seven (7) days from that date in which she may change her mind and rescind this Agreement. Hanson agrees that she must clearly communicate any decision to rescind in writing within the seven (7) day period to Patrick Kasson, Reminger Co. LPA, 200 Civic Center Drive, Suite 800, Columbus, Ohio 43215. This Agreement will be effective and enforceable once the revocation period has expired, provided that during such time Hanson does not revoke her acceptance (the "Effective Date"). If Hanson revokes/rescinds any part of the Agreement, all of the Township's obligations under this Agreement will be null and void at the Township's option.
8. **No Reinstatement or Reemployment.** Hanson agrees that she will not seek, apply, or reapply for employment with the Township or its affiliated agencies or organizations (the "Affiliated Entities") at any time. She further acknowledges that she understands now that, based on events prior to the date hereof, she is not eligible for employment by the Township or Affiliated Entities.
9. **Non-Admission.** This Agreement is not to be construed as an admission of liability or wrongdoing on the part of Hanson or the Township. Except to the extent necessary to enforce this Agreement or as otherwise required by law, it is further agreed between the Parties that neither this Agreement nor any part thereof is to be used or admitted into evidence in any proceeding of any character, judicial or otherwise, now pending or otherwise instituted.
10. **Release of Monetary Damages in Administrative Actions.** Nothing in this Agreement limits Hanson's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, or any other federal, state or local governmental agency or commission ("Government Agencies"). Hanson also understands that this Agreement does not limit her ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Township.

Dated: 4/5/2024


Nita Hanson With Full Agreement

WITNESSED BY:


Dated: April 16, 2024 Etna Township

By: 

Its: Trustee, Board President

WITNESSED BY:
