

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Defendants Mid-Ohio Educational Service Center Board of Governors (“MOESC”) and Mansfield City School District Board of Education (“MCSD”) (jointly, “Defendants”) and Loretino Brunetti (“Plaintiff”) (collectively, the “Parties”).

WHEREAS, on September 16, 2022, Plaintiff filed a complaint against Defendants in the U.S. District Court, Northern District of Ohio, Case No. 1:22-cv-01651 (“Lawsuit”); and

WHEREAS, the Defendants deny any and all liability or wrongdoing related to the claims asserted in the Lawsuit; and

WHEREAS, the Parties have mutually and voluntarily determined to settle, compromise, and resolve the Lawsuit and any and all actual or potential claims between Plaintiff and Defendants.

NOW, THEREFORE, the Parties, intending to be legally bound, and in consideration of the exchange of releases, covenants, and other good and valuable consideration set forth herein, the sufficiency of which is acknowledged by the Parties, have agreed to settle the Lawsuit as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated in the Agreement.
2. **Board Approval.** This Agreement is subject to formal approval by both the Mid-Ohio Educational Service Center Board of Governors and Mansfield City School District Board of Education.
3. **No Admission of Liability.** The Parties acknowledge and agree that the Agreement and its terms do not constitute an admission of liability or wrongdoing by Defendants.
4. **Release.** Plaintiff, including his representatives, assigns, and all others making claims by or through him, agrees to fully release, waive, and discharge Defendants and their respective board members, affiliates, assigns, predecessors, successors, directors, officers, employees, agents, representatives, and attorneys (the “Released Parties”) from any and all claims, obligations, or liabilities of any kind, whether legal or equitable, whether arising in statutory, regulatory, administrative, or common law, whether known or unknown, in existence or arising at any time up to the effective date of the Agreement (“Released Claims”).
 - a. Plaintiff’s release includes any alleged violation of Title VII of the Civil Rights Act of 1964; Civil Rights Act of 1991; Americans with Disabilities Act; Employee Retirement Income Security Act; Family and Medical Leave Act; Age Discrimination in Employment Act; Older Workers Benefit Protection Act; Fair Labor Standards Act, to the extent permitted by law;

Occupational Safety and Health Act; Ohio Civil Rights Act, R.C. 4112.01, *et seq.*; Ohio Whistleblower Protection Act, R.C. 4113.51, *et seq.*; Ohio Workers' Compensation Retaliation/Discrimination Provisions, R.C. 4123.90; Ohio Equal Pay Act, R.C. 4111.13, *et seq.*; Ohio Minimum Fair Wage Standards Act, R.C. 4111.01, *et seq.*; Ohio Military Family Leave Act, R.C. 5906.01, *et seq.*; and any claims arising under federal, state, or municipal statutory or common law, including constructive or wrongful discharge, breach of contract, promissory estoppel, public policy, defamation, benefits claims, or intentional or negligent infliction of emotional distress, and any claim for costs or attorney fees.

- b. The Agreement does not include, and Plaintiff does not waive or release, any rights or claims (1) arising after the effective date of the Agreement; (2) which cannot be released by law; (3) for alleged workplace injuries or occupational disease arising under any state workers' compensation laws; (4) claims for unemployment benefits; or (5) to enforce the Agreement.
 - c. Plaintiff's release does not limit the right to participate in any proceedings before an administrative agency responsible for enforcing labor, employment, or other laws. In particular, nothing in this Agreement (including any confidentiality and non-disparagement provisions) will be construed to limit Plaintiff's right to (1) respond accurately and fully to any question, inquiry, or request for information when legally required by a state or federal regulatory authority; (2) disclose information to or communicate with an administrative agency responsible for enforcing labor or employment laws; or (3) provide information to an agency responsible for enforcing unemployment compensation laws.
 - d. Defendants, their successors, assigns, insurers, parents, subsidiaries, predecessors, divisions, related or affiliated companies, fully and finally and forever release, waive and forever discharge Brunetti from any and all claims, causes of actions, suits, debts, liability, and demands whatsoever, in law or inequity, related to her employment claims or employment with Defendants, which Defendants had, or may have against Brunetti, whether known or unknown, that arose prior to and including the Effective Date of this Agreement. Defendants do not release Brunetti from any claims, demands, and causes of actions through the date of execution of this Agreement concerning allegations of fraud, embezzlement, and/or intentional misconduct, or for breach of this Agreement.
5. **Payment.** In consideration for entering into this Agreement, and in exchange for the promises and releases set forth herein, Defendants agree to pay the total sum of \$15,000.00 ("Settlement Amount") in full and complete settlement of Plaintiff's claims against Defendants, allocated as follows:

- a. A check made payable to “Loretino Brunetti” in the amount of \$8,267.00. Defendants will issue Plaintiff an IRS Form 1099 in connection with this payment. Plaintiff will provide a completed IRS Form W-9, if necessary to process this payment.
 - b. A check made payable to “Spitz, The Employee’s Law Firm” representing attorney fees in the amount of \$6,724.00. Defendants will issue an IRS Form 1099 in connection with this payment. Counsel for Plaintiff will provide a completed IRS Form W-9, if necessary to process this payment.
 - c. Defendants will deliver the settlement checks no later than 21 days after formal approval of the Agreement by both the MOESC board and the MCSD board and receipt of a copy of the Agreement signed by Plaintiff, subject to and following the expiration of the 7-day revocation period set forth in paragraph 11 (without revocation) and receipt of all completed and signed IRS Forms necessary to process the payments. No interest will accrue on the Settlement Amount if the checks are delivered by the date specified.
 - d. Plaintiff represents and agrees that Defendants owe him no wages, salary, bonuses, or any other compensation, benefits, or other payment of any kind, other than that specifically provided for in this Agreement.
6. **Dismissal of Claims with Prejudice.** No later than 5 days after Plaintiff’s receipt of the Settlement Amount set forth above, Plaintiff will file a notice of dismissal with prejudice of all claims in the Lawsuit.
7. **Covenant Not to Sue.** Plaintiff agrees that he will not sue or otherwise pursue legal action against any of the Released Parties on the basis of any Released Claims. If Plaintiff, or any representative or person acting on his behalf, violates this covenant, he agrees to pay any damages suffered by the Released Parties as a result of such violation, including any attorney fees and costs incurred by Released Parties.
8. **No Rehire.** Plaintiff agrees not to apply for, seek, or otherwise attempt to obtain or accept employment with Defendants. Plaintiff further agrees that Defendants have no obligation to rehire or employ him, and that any failure to rehire or employ him will not constitute a violation of any federal, state, or local law. However, should Defendants acquire, merge with, or become otherwise affiliated with an entity that then employs Plaintiff, Plaintiff will not be required to resign and Defendants will not be permitted to terminate Plaintiff’s employment on the basis of this Agreement.
9. **Mutual Non-Disparagement.** The Parties agree not to make, publish, or communicate statements that disparage, defame, or harm the reputation of the other party, whether orally or in writing, whether directly or by or through another

person, including via social media or other online forums. This paragraph does not prevent the Parties from exercising protected rights that cannot be waived by agreement or from complying with the law, regulations, court order, subpoena, or otherwise providing truthful disclosures required by law.

10. **Medicare Acknowledgment and Representations.** This Agreement is based upon a good faith resolution of a disputed claim. The Parties acknowledge and agree that they have not improperly shifted responsibility for medical treatment to Medicare. Plaintiff affirms that he has not, and never has been, a recipient of Medicare benefits. Plaintiff further affirms that he has not sought medical treatment or incurred medical costs through Medicare as a result of the claims asserted in this Lawsuit.
11. **Older Workers Benefit Protection Act.** Plaintiff acknowledges and agrees that he is specifically waiving any rights or claims he might otherwise have against Defendants and any Released Parties under the Age Discrimination in Employment Act. Plaintiff acknowledges and agrees that he has been advised and understands his right and opportunity to consult with the attorney of his choosing prior to executing the Agreement. Plaintiff acknowledges and agrees that he was provided a period of 21 days to consider the Agreement and its terms. Plaintiff acknowledges and agrees that he need not take the full 21 days to consider the Agreement and that his signature of the Agreement on a date prior to the expiration of the 21 day period constitutes a voluntary waiver of the right to consider for the full 21 days. Plaintiff has the right to revoke the Agreement for a period of 7 days after the date he signs the Agreement. Any revocation must be in writing and delivered to counsel for Defendants. Payments pursuant to the Agreement will not be delivered until after the revocation period has expired. If Plaintiff revokes the Agreement, his rights and Defendants' obligations under the Agreement cease.
12. **Confidentiality.** Plaintiff acknowledges and agrees that the Agreement and its terms are confidential, to the extent permitted by law, and that he will not disclose the Agreement and its terms to any third party, other than a spouse, attorney, accountant, financial advisor, for reporting and tax purposes, or otherwise as required by law or valid subpoena.
13. **Neutral Reference.** Should Defendants receive employment inquiries regarding Brunetti, Defendants will only provide Brunetti's dates of employment and last position held. Defendants will not provide a reason for separation of employment and will not provide information as to whether Brunetti may be rehired. Nothing in this paragraph shall be interpreted to limit Defendants' obligations under Ohio law to provide records, including records relating to Brunetti's employment with Defendants, in response to a public records request.
14. **Taxes.** Plaintiff acknowledges and agrees that he is responsible for any and all income tax, or other taxes or assessments from federal, state, local, or other taxing authorities, owed by him, related to the payments made pursuant to the Agreement.

15. **Entire Agreement.** The Agreement constitutes the complete understanding between the Parties regarding the Lawsuit and any claims, obligations, or liabilities between them.
16. **Modification of Agreement.** The Agreement may not be amended, modified, or supplemented, except by written agreement entered into and signed by the Parties.
17. **Non-Waiver.** No waiver of any of the terms of this Agreement will be valid unless in writing and signed by the party to this Agreement against whom such waiver is sought to be enforced. The waiver by any party of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any party, nor will any waiver operate or be construed as a rescission of this Agreement.
18. **Binding Agreement.** This Agreement is binding upon Plaintiff and Plaintiff's successors, assigns, heirs, executors, administrators, and legal representatives.
19. **Severability.** If any of the provisions, terms or clauses of this Agreement are declared illegal or unenforceable in a legal forum, those provisions, terms and clauses will be deemed severable, such that all other provisions, terms and clauses of this Agreement will remain valid and binding upon both parties.
20. **Governing Law and Jurisdiction.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The Parties agree that the U.S. District Court, Northern District of Ohio will retain jurisdiction to enforce the terms of the Agreement.
21. **Counterparts.** The Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.
22. **Acknowledgements.** The Parties hereby acknowledge that they (a) have read the Agreement and understand all of its provisions, (b) have consulted with their respective attorneys regarding the Agreement and its provisions should they so choose, and (c) voluntarily enter into the Agreement, which is contractual in nature and contains a general release of claims.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement has been approved and executed by the Parties on the date(s) indicated below.

PLAINTIFF

Signature: _____

Date: _____

DEFENDANT MOESC

Signature: _____

Print: _____

Title: _____

Date: _____

DEFENDANT MCSD

Signature: _____

Print: _____

Title: _____

Date: _____