

RELEASE OF ALL CLAIMS AND DEMANDS

This Release and Settlement Agreement entered into this ____ day of June, 2023, by and between *Ricky Morrison* (hereinafter “Plaintiff”) and *Mahoning County, Carol Rimedio-Righetti, David Ditzler, Anthony Traficanti and Audrey Tillis, in their individual capacities* (hereinafter “Releasees”) is to evidence the following understanding and agreements.

WITNESSETH:

WHEREAS, “Plaintiff” filed a Complaint styled *Ricky Morrison v. Mahoning County, et al.*, being in the United States District Court, Northern District of Ohio, Eastern Division, Case No. 4:22-cv-02314, alleging that the conduct of “Releasees” constituted, inter alia, First Amendment Retaliation against “Plaintiff”; and

WHEREAS, “Releasees” have denied “Plaintiff’s” allegations by asserting both procedural and substantive affirmative defenses in reply to the aforesaid allegations; and

WHEREAS, all parties hereto, desire to settle and forever resolve the claims of “Plaintiff” on the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. “Releasees” by and through the County Risk Sharing Authority (CORSA) shall pay the sum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) to “Plaintiff” in the form of a draft or check made payable to The Chandra Law Firm LLC, the receipt and sufficiency of such consideration being hereby acknowledged, the undersigned hereby releases and forever discharges the “Releasees,” their heirs, executors, administrators, representatives, successors, assignees or beneficiaries, and any and all persons, firms, associations, officers, subsidiaries, agents, employees, successors and assigns, including, but not limited to, insurers who are or may ever become liable to the undersigned, for any and all liability, negligence, claims, demands,

damages, actions, liens, promises, trespasses, judgments, executions, debts, accounting, and causes of action of every kind, including any claim for interest on this settlement or any claim for attorney fees, known or unknown, arising out of or in any way connected with the occurrence out of which it is claimed the undersigned suffered injury and/or damages as a result of any actions on the part of any of the “Releasees,” including but not limited to an occurrence on December 2, 2022 and any actions related thereto, as well as any and all actions which are, or could have been, the subject matter of the Complaint filed in United States District Court, Northern District of Ohio, Eastern Division against the “Releasees.”

2. In further consideration of this “Release” and as a good will gesture to Plaintiff Morrison, “Releasee” Mahoning County agrees that should “Plaintiff” be unable to work due to a relapse of his cancer and his related cancer treatment, then Mahoning County agrees to pay “Plaintiff’s” health care premiums and maintain his coverage in affect, as if he was still working, for the period beginning with the execution of this “Release” and ending on December 31, 2023. To qualify for the payment of his health care insurance cost under this paragraph, “Plaintiff” is required to present Mahoning County with a certification from his physician attesting that “Plaintiff” is unable to perform work of any kind or that he is unable to perform the essential functions of his position for a period of at least two consecutive weeks of work. Further, payment of the health care costs will continue only during “Plaintiff”’s medical related absence or inability to work. Mahoning County may request and “Plaintiff” if so requested shall furnish, a written medical letter demonstrating continuing qualification by virtue of continuing inability to work.

3. Upon the receipt and bank clearance of the payment set forth in Paragraph 1, Plaintiff will file a dismissal of his Complaint as to the “Releasees” with prejudice, and the Court to maintain continuing jurisdiction over enforcement of the settlement.

4. Any and all attorney fees and/or costs incurred by “Plaintiff” or on behalf of himself, will be paid solely by “Plaintiff” out of these settlement proceeds.

5. It is further understood and agreed that by offering the aforesaid consideration, the “Releasees” do not admit any violation of law, liability, or invasion of any rights and that any such violation or liability is expressly denied by the “Releasees.”

6. The consideration provided herein is made entirely for the purposes of settling a dispute, to settle and extinguish all actions, causes of action, suits, proceedings, damages, claims and rights which the undersigned had or may have against the “Releasees.”

7. The undersigned also understands and agrees that the consideration contained in this Release and Settlement Agreement is the sole and only consideration for this Release and Settlement Agreement and that no representations, promises or inducements have been made by the “Releasees” other than as appear in this instrument.

8. The undersigned also declares and acknowledges that he has been represented by counsel concerning this matter, that he has read this Release and Settlement Agreement, and that he fully understand its terms and voluntarily accept this consideration for purposes of making a full and complete compromise, adjustment and settlement of all claims and potential damages against the “Releasees.”

9. Further, also in consideration of the payment of the aforesaid sum, “Plaintiff” warrants, covenants, and attests that “Plaintiff” has not been put on notice by any attorney, government unit or agencies or any insurance company of any lien or rights of subrogation because of legal services or the payment of any of my medical and/or hospital expenses. “Plaintiff” further warrants, covenants and agrees that, if any such subrogated claims and/or liens are made by any attorney, governmental unit or agencies or any insurance company, “Plaintiff” will reimburse said

attorney, governmental unit or agencies and/or insurance company in full, if necessary, and that those liens or claims are the "Plaintiff's" sole responsibility and are not in any way the responsibility of the parties herein released. "Plaintiff" further covenants, warrants, and agrees that "Plaintiff" will indemnify and hold harmless the parties herein released from any liability, settlement judgments, litigation expenses, including attorney fees and court costs, incurred by them, in defending any claims by any attorney, governmental units or agencies and/or insurance companies asserting such liens and/or subrogated rights.

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of June, 2023.

Jara Morrison
WITNESS

Ricky Morrison
RICKY MORRISON

Malilla Morrison
WITNESS

attorney, governmental unit or agencies and/or insurance company in full, if necessary, and that those liens or claims are the "Plaintiff's" sole responsibility and are not in any way the responsibility of the parties herein released. "Plaintiff" further covenants, warrants, and agrees that "Plaintiff" will indemnify and hold harmless the parties herein released from any liability, settlement judgments, litigation expenses, including attorney's fees and court costs, incurred by them, in defending any claims by any attorney, governmental units or agencies and/or insurance companies asserting such liens and/or subrogated rights.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of July, 2023.

WITNESS

RICKY MORRISON

WITNESS

Nancy M. Laly
WITNESS

Mahoning County
MAHONING COUNTY

By: Audrey C. Miller
County Administrator

WITNESS

Nancy M. Laly
WITNESS

Carol Rimedio-Rigetti
CAROL RIMEDIO-RIGHETTI

WITNESS

Nancy M. Laly
WITNESS

David Ditzler
DAVID DITZLER

WITNESS

Nancy M. Laly

WITNESS

Anthony Traficanti

ANTHONY TRAFICANTI

WITNESS

Nancy M. Laly

WITNESS

Audrey C. Tillis

AUDREY TILLIS

WITNESS