

RESOLUTION APPROVING GENERAL SETTLEMENT AND RELEASE AGREEMENT TRACEY CAYLOR, ET AL V ASHTABULA COUNTY DBA ASHTABULA NURSING & REHABILITATION CENTER, CASE NO. 1:19-cv-02628

WHEREAS, Plaintiffs filed an action in the United States District Court for the Northern District of Ohio, captioned *Tracey Caylor, et al. v. Ashtabula County DBA Ashtabula Nursing & Rehabilitation Center*, Case No. 1:19-cv-02628, which was brought as both an individual wage and hour suit and as a collective action on behalf of Plaintiffs and others similarly situated against Defendants under state and federal law (the "Civil Action"); and

WHEREAS, Plaintiffs did not seek conditional certification of potential class members in the Civil Action; and

WHEREAS, Defendants denied and continue to deny the allegations raised in the Civil Action; and

WHEREAS, Defendants and Plaintiffs mutually desire to resolve any and all disputes relating to the subject matter of the Civil Action; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that they hereby approve the Settlement agreement as outlined above and more further in the agreement, with a copy of such agreement now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2022-298

June 14, 2022

**RESOLUTION APPROVING GENERAL SETTLEMENT AND RELEASE
AGREEMENT TRACEY CAYLOR, ET AL V ASHTABULA COUNTY DBA
ASHTABULA NURSING & REHABILITATION CENTER, CASE NO. 1:19-cv-02628**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Crystal Sturgill
Crystal Sturgill, Clerk of the Board, *Acting*
Board of County Commissioners
Ashtabula County, Ohio

CONFIDENTIAL GENERAL SETTLEMENT AND RELEASE AGREEMENT

THIS CONFIDENTIAL GENERAL SETTLEMENT AND RELEASE AGREEMENT (the "Release Agreement") is made by and between Plaintiffs Tracey Caylor, Abigail Long, Sonni Berdine, Wendy Caruso, Amara Kantola, Leora Kotnik, and Michelle Loudermilk (collectively, "Plaintiffs") and Defendant Ashtabula County Board of Commissioners ("Defendant").

WHEREAS, Plaintiffs filed an action in the United States District Court for the Northern District of Ohio, captioned *Tracey Caylor, et al. v. Ashtabula County dba Ashtabula Nursing & Rehabilitation Center*, Case No. 1:19-cv-02628, which was brought as both an individual wage and hour suit and as a collective action on behalf of Plaintiffs and others similarly situated against Defendant under state and federal law (the "Civil Action"); and

WHEREAS, Plaintiffs did not seek conditional certification of potential class members in the Civil Action; and

WHEREAS, Defendant denies and continues to deny the allegations raised in the Civil Action; and

WHEREAS, Defendant and Plaintiffs mutually desire to resolve any and all disputes relating to the subject matter of the Civil Action; and

WHEREAS, the Plaintiffs and Defendant engaged in mediation with the United States District Court, Northern District of Ohio presided over by the Hon. Magistrate Judge Jonathan Greenberg on May 26, 2022, where an agreement to resolve Plaintiffs' claims was reached on the record.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Defendant and Plaintiffs (referred to together as the "Parties") as follows:

1. a. Release of Claims. Except as provided below, Plaintiffs hereby fully waive, discharge, and release any and all claims relating to or arising out of their employment relationships with Defendant and the separation of their employment relationships from Defendant, of whatever nature, known or unknown, that they may have against Defendant, their parents, subsidiaries and affiliates, and in the case of all such entities, their respective past and present officers, officials, commissioners, employees, agents, insurers, assigns, heirs, executors and administrators (collectively referred to as the "Defendant Released Parties") as a result of actions or omissions occurring through the date that they execute this Release Agreement, subject to the provisions set forth below. Specifically included in this waiver and release are any and all claims arising out of or related in any way to Plaintiffs' work and/or alleged employment relationship, including but not limited to any and all claims for unpaid wages or unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Ohio Minimum Fair Wage Standards Act, O.R.C. §§ 4111.01, et seq., and/or any other federal, state, or local statute, common law, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. ("ERISA"). Plaintiffs understand that this release includes, but is not limited to, all claims that were asserted or could have been asserted

in the Civil Action, including all collective or class claims. Plaintiffs further understand that this release includes all claims relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, and any claims challenging the practices that gave rise to the claims asserted in the Civil Action, including but not limited to any retaliation claims. Plaintiffs further understand that this release includes all claims that relate in any way to their employment relationship with Defendant, including without limitations claims that were asserted or could have been asserted in the Civil Action, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys' fees, whether arising under any federal, state, local or common laws or regulations.

b. Defendant hereby fully waives, discharges, and releases any and all claims relating to its employment relationship with Plaintiffs, and any claims know or unknown, that they may have against Plaintiffs as a result of the acts or omissions occurring through the date they sign this Release Agreement, subject to the terms and provisions set forth below.

c. Nothing in this Agreement is intended to release any pending workers' compensation claim or any other claim that cannot be released by law. This Agreement does not prevent Plaintiffs from filing a charge with, or participating in any investigation or proceeding conducted by, the Equal Employment Opportunity Commission or any comparable federal, state or local government agency; however, by signing this Agreement, Plaintiffs understand and agree that they are waiving the right to receive any award of monetary or other individual relief resulting from any such action.

2. In consideration for signing this Release Agreement and the fulfillment of the promises herein, Plaintiffs understand that Defendant, within twenty-one (21) days of the Court's approval of this Agreement, will pay them as follows:

- (1) A check made payable to Tracey Caylor in the amount of \$30,000.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
- (2) A check made payable to Abigail Long in the amount of \$15,500.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
- (3) A check made payable to Sonni Berdine in the amount of \$5,000.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
- (4) A check made payable to Wendy Caruso in the amount of \$1,500.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for

- unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
- (5) A check made payable to Amara Kantola in the amount of \$12,000.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
 - (6) A check made payable to Leora Kotnik in the amount of \$7,500.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued;
 - (7) A check made payable to Michelle Loudermilk in the amount of \$15,000.00, minus all required and elected federal, state, and local deductions and withholdings, representing back wages for the federal and state claims for unpaid minimum wage and overtime as alleged in the Civil Action, for which an IRS Form W-2 will be issued; and
 - (8) A check made payable to Dworken & Bernstein, Co., LPA in the amount of \$38,500.00, which represents \$38,100.00 for attorneys' fees and \$400.00 for litigation expenses related to the wage and hour claims under federal and state law, for which an IRS Form 1099 (Box 14) will be issued.

3. Plaintiffs expressly acknowledge and warrant that they are, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payment described in Paragraph 2, and that they hereby warrant that the Defendant Released Parties shall bear no responsibility for any such tax liabilities with respect to the payments described in Paragraph 2.

4. Other than expressly set forth in Paragraph 2, Defendant shall not pay any additional sum to Dworken & Bernstein, Co., LPA for resolution of Plaintiffs' claims, and by signing below, they acknowledge that they are not entitled to any additional fees on behalf of Plaintiffs.

5. This Release Agreement constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by Plaintiffs and Defendant.

6. The Parties acknowledge that no representation, promise or inducement has been made to them other than as set forth in this Release Agreement, and that they enter into this Release Agreement without reliance upon any other representation, promise, or inducement not set forth herein. The Parties also acknowledge that they had the opportunity to consult with an attorney of their choosing concerning this Release Agreement and that they have read and understand this Release Agreement, are fully aware of its legal effect, and have entered into it knowingly and voluntarily.

7. Plaintiffs acknowledge and agree that the payments offered to them under the terms of this Release Agreement represent good and valuable consideration to which they would not otherwise be entitled.

8. The Parties agree that they shall keep confidential the terms of this Agreement, and that they shall not disclose any matters herein, including, but not limited to, the content of any and all settlement negotiations leading up to this Agreement or the terms hereof. Pursuant to the terms of this paragraph, the Parties hereto may disclose the information contained in this Agreement to their spouse, professional tax advisors, and to their private attorneys, if any, who will agree to be bound by this confidentiality agreement. Additionally, either Party may disclose the terms of this Release Agreement if compelled to do so by lawful legal process, including public records requests. Plaintiffs acknowledge and understand that Defendant is a public entity that may be required to disclose certain terms of this Agreement to governmental agencies or members of the public upon appropriate request.

9. Plaintiffs acknowledge and agree that they shall not cause any person or entity not a party to this Agreement to file suit or make claims against the Defendant or Defendant Released Parties related to the subject matter of the Civil Action.

10. Plaintiffs and their attorneys agree that they will not issue or cause to be issued any press release or communication and will not otherwise communicate to any media or media representative, including but not limited to the electronic or digital media, information regarding the Civil Action, the claims asserted therein, the settlement of the Civil Action, this Agreement, or the sum of money paid to resolve this Civil Action. If questioned about the outcome of this matter, Plaintiffs and their attorneys agree to state only that "the matter has been resolved."

11. Plaintiffs agree to relinquish any and all rights to any and all work and/or employment relationship with Defendant, as Defendant is presently constituted and its present and future divisions, affiliates, and subsidiaries, and to never seek or accept any future work and/or rehire or employment relationship, either directly, through a temporary agency, or by any other method, with Defendant.

12. Plaintiffs agree that they shall not, directly or indirectly, defame, disparage or otherwise attempt to damage the name or reputation of Defendant, its officers, officials, commissioners and/or employees, orally, in writing, or otherwise, or in any way disseminate any information, concerning the subject matter of the Civil Action. Defendant agrees that it will not, directly or indirectly, defame, disparage or otherwise attempt to damage Plaintiffs' names or reputations, and Defendant will not encourage any third party to defame, disparage or otherwise attempt to damage Plaintiffs' names or reputations concerning the subject matter of the Civil Action.

13. Each paragraph and clause of this Release Agreement shall be deemed severable from all other provisions, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions. In addition, to the extent permitted by applicable law, any invalid or unenforceable provision shall be enforced to the maximum extent permitted by applicable law.

14. The language of all parts of this Release Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Release Agreement may be executed by the Parties in separate counterparts, with the same effect as if the Parties had signed the same document. This Release Agreement may be executed in counterparts and may be signed electronically via PDF. When each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Release Agreement, which shall be binding upon and effective as to all Parties. Electronic and facsimile transmissions of this Release Agreement shall be deemed originals.

15. This Release Agreement shall be binding upon the Parties and their respective heirs, representatives, successors, transferees and assigns.

16. This Release Agreement shall be interpreted in all respects by the internal laws of the State of Ohio without reference to conflicts of laws principles.

17. The settlement reflected in this Release Agreement shall not in any way be construed as an admission by the Defendant Released Parties of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

Dated: _____
Tracey Caylor

Dated: _____
Abigail Long

Dated: _____
Sonni Berdine

Dated: _____
Wendy Caruso

Dated: _____
Amara Kantola

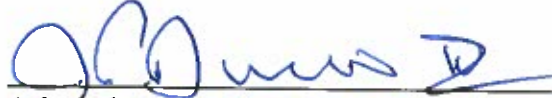
Dated: _____

Leora Kotnik

Dated: _____

Michelle Loudermilk

Dated: 6-14-2022



Ashtabula County Board of Commissioners

By: Board President

APPROVED AS TO
PARAGRAPH 4 OF THIS RELEASE AGREEMENT:

Dated: _____

Dworken & Bernstein, Co., LPA

By: _____