

SETTLEMENT AGREEMENT AND RELEASE

For and in consideration of the sum of Two Hundred Nine Thousand Five Hundred Dollars (\$209,500.00) paid to me, and other good and valuable consideration as specified below, the receipt whereof is hereby acknowledged, I, Emily Gerken, do hereby release, acquit, and forever discharge all Lucas County departments, boards and agencies including, but not limited to the Lucas County Common Pleas, Lucas County Commissioners, and their administrators, officers, agents, employees, predecessors, successors, and assigns, who are, or might be, liable for any and all claims, demands, actions, causes of action, suits, damages of every kind or nature, judgments, and executions that the undersigned now has or may hereafter have that relate in any manner to her employment with the Lucas County Common Pleas Court.

The terms and conditions of settlement are as follows:

1. A payment of \$209,500 to Ms. Gerken, payable as follows:
 - (a) One check payable to "Emily Gerken" in the amount of Thirty-Five Thousand Three Hundred Twelve and 50/100 Dollars (\$35,312.50), less applicable taxes and withholdings. An IRS Form W-2 shall be issued to Ms. Gerken for this amount;
 - (b) A second check payable to "Emily Gerken" in the amount of Fifty-Three Thousand Three Hundred Twelve and 50/100 Dollars (\$53,312.50). This allocation is intended to compensate Ms. Gerken for alleged non-economic damages. An IRS 1099 will be issued to Ms. Gerken for this amount;
 - (c) A third check payable to "McCarthy, Lebit, Crystal & Liffman Co, LPA" in the amount of Thirty-Four Thousand One Hundred Twenty-Five Dollars (\$34,125.00) as payment for attorneys' fees and costs. An IRS Form 1099 Misc. shall be issued to McCarthy, Lebit, Crystal & Liffman Co, LPA, for this amount;
 - (d) A fourth check payable to "Emily Gerken" in the amount of Fifty-Two Thousand Three Hundred Seventy-Five Dollars (\$52,375.00), less applicable taxes and withholdings. An IRS Form W-2 shall be issued to Ms. Gerken for this amount; and

- (e) A fifth check payable to “Emily Gerken” in the amount of Fifty-Two Thousand Three Hundred Seventy-Five Dollars (\$52,375.00). This allocation is intended to compensate Ms. Gerken for alleged non-economic damages. An IRS 1099 will be issued to Ms. Gerken for this amount.

The payments set forth in Paragraphs 1(a), 1(b), and 1(c) will be delivered to Ms. Gerken’s Attorney, Jack Moran, within 45 days of approval of the settlement by the Lucas County Commissioners. The payments set forth in Paragraphs 1(d) and 1(e) shall be delivered to Ms. Gerken’s Attorney, Jack Moran, between January 1, 2024 and January 15, 2024.

4. The County will make a lump-sum payment to Ms. Gerken in the amount of \$18,000 to account for one year of COBRA benefits. This amount is included in the payment set forth in Paragraph 1(b).

5. The parties will determine the appropriate language to include in the settlement to enable OPERS to find that all amounts payable to Ms. Gerken are not subject to OPERS deductions. The parties agree that the payments described herein are not subject to OPERS deductions and that each payment made pursuant to this agreement is a one-time lump-sum payment negotiated to resolve disputed claims and the amounts are not related to and not made upon the basis of Ms. Gerken’s basic rate of pay.

6. Ms. Gerken will receive an additional payment for accrued vacation time. This amount will be included in her last paycheck.

7. Ms. Gerken resigns and executes this settlement agreement and release.
8. The Court accepts Ms. Gerken's resignation in a document that acknowledges 3-5 objective accomplishments and thanks her for her service.
9. If contacted, the Court will give Ms. Gerken a neutral reference, providing only dates of service and last position held.
10. County will not contest Ms. Gerken's application for unemployment benefits.
11. Ms. Gerken will return all County owned property issued to her.

It is understood and agreed that settlement set forth herein is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the parties hereby released for damage alleged in the complaint, or any other claims specified herein, liability by them being expressly denied. The undersigned further declares and represents that no promise, inducement or agreement not herein expressed has been made to the undersigned, that this Settlement and Release contains the entire agreement between the parties hereto, and that the terms of this Settlement and Release are contractual and not a mere recital.

It is the intention of the parties that this agreement be a complete and full resolution of any and all claims resulting from Ms. Gerken's employment with Lucas County.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the 18th day of September, 2023.

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Emily Gerken

In the Presence of:


Arnetta Gerken


Thom W. Gerken

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