

## SETTLEMENT AGREEMENT, RELEASE, AND COVENANT NOT TO SUE

This Settlement Agreement, Release, and Covenant Not To Sue (the "Agreement") is between Andrew Urrutia ("Urrutia") and the Board of Lucas County Commissioners (the "Board") each a "Party" and collectively the "Parties."

### Background

Urrutia was employed as an Executive Assistant to Lucas County Commissioner Anita Lopez, beginning in January 2024.

On March 12, 2024, Urrutia was placed on paid administrative leave.

On June, 21, 2024, Urrutia's employment with the Board of Lucas County Commissioners concluded.

Urrutia, through counsel, has advanced certain claims that during his time as an Executive Assistant he was subject to treatment in violation of Ohio law and public policy.

The Board denies that it or anyone working on its behalf violated any applicable law or public policy in the treatment of Urrutia.

The Parties want to resolve this matter fully and finally, to the fullest extent legally possible.

### Agreement

1. At the time of the first regular pay period after the full execution of this Agreement, the Board will pay to Urrutia (i) the gross sum of \$22,140.48, which is subject to usual and customary withholding and other deductions, including but not limited to the Medicare tax, and Federal, State and Local income taxes; and (ii) the sum of \$3,877.92 as payment of the projected expense of six months of continued benefits within the meaning of COBRA.
2. At the time of the first regular pay period after the full execution of this Agreement, the Board will pay to Paoff, Robinson & Widman, LLC the sum of \$10,457.72.

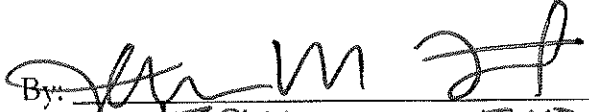
3. Upon request, the Board will provide to Urrutia an appropriate factual positive letter of reference.
4. For a period of three years following the execution of this Agreement, Urrutia must not apply for a position as an Executive Assistant to a Lucas County Commissioner.
5. In consideration of the undertakings by the Board that are stated in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which Urrutia acknowledges, Urrutia, for himself and his successors, heirs, and assigns, absolutely and unconditionally releases, relieves, acquits, covenants not to sue for, and forever discharges the Board and its past, present, and future Commissioners, employees, agents, servants, attorneys, insurers, reinsurers, indemnitors, successors, and assigns (the "Board Releasees") from any and all actions, claims, rights, demands, damages, costs, expenses, causes of action, interest, and suits of any kind whatsoever, whether known or unknown, foreseen or unforeseen, accrued or not accrued, in law or equity, under any federal or state constitutional provision or statute, including but not limited to the Americans with Disabilities Act, as amended, or any common-law or public-policy rule, principle, doctrine or cause of action, or of any other source or legal basis whatsoever, that arise from or are in any way related to Urrutia's employment with the Board, or occurrences during that employment, or to the termination of that employment, or to his work, or his treatment by anyone in any way associated with the Board, in any capacity, as an Executive Assistant or otherwise, for the Board or one or more of its Commissioners or employees, or any other event, act, omission, or matter involving one or more of the Board Releasees from the beginning of time through the date on which this Agreement has been fully executed by the Parties.
6. In entering into this Agreement, each Party relies solely upon the Party's own respective judgment and belief as to the adequacy of the terms and covenants outlined herein. The Parties agree that acceptance of the consideration stated in this Agreement and the covenants outlined above, coupled with execution of this Agreement, are in full and complete satisfaction of any and all claims that were or might have been asserted in a civil action of any kind whatsoever brought by Urrutia against any one or more of the Board Releasees as of the date of this Agreement, including but not limited to any claims Urrutia had, has, or might have with respect to accrued hourly wages or salary, employment

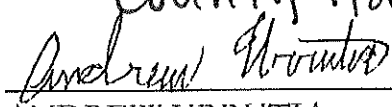
benefits, termination benefits, or other compensation, as well as any and all claims or causes of action that are subject to the comprehensive release and covenant stated in paragraph 5 of this Agreement.

7. Each Party acknowledges that the Party has executed this Agreement with the full understanding that investigation of the allegations and underlying facts has not been completed and that facts may exist that, if discovered, the Party might consider material to this Agreement and which, if known, might have affected the Party's evaluation.
8. Each Party recognizes and understands that the consideration and covenants recited in this Agreement are in settlement and compromise of disputed claims, and that by agreeing to such consideration, no Party admits any liability or wrongdoing.
9. Each Party acknowledges that this Agreement is executed without reliance upon any extrinsic statement or representation and that this Agreement constitutes the entire agreement between the Parties and supersedes all prior memoranda, correspondence, conversations, and negotiations, and that the terms of this Agreement are contractual and not a mere recital, inuring to the benefit of, enforceable by, and binding upon the successors and assigns of each respective Party.
10. Each Party acknowledges that it has been fully represented and advised by competent legal counsel throughout this matter and related settlement negotiations, and that it has not assigned or conveyed to any person or entity any claim or cause of action that it has or may have against any other Party. Each Party acknowledges that it is fully authorized, without limitation, to execute this Agreement for the uses and purposes set forth herein.
11. This Agreement may not be modified except by a written instrument executed by the Parties.
12. The Court of Common Pleas for Lucas County, Ohio has exclusive jurisdiction over any and all disputes that arise under this Agreement.

13. This agreement is governed and construed under the substantive laws of the State of Ohio without giving effect to its choice-of-law principles.

BOARD OF LUCAS COUNTY COMMISSIONERS

By:   
Its: JESSICA M. FORD  
COUNTY ADMINISTRATOR

  
ANDREW URRUTIA

Date: 4/25/24

Date: 6/24/2024

**Date:** June 25, 2024

**Resolution No:** 2024-

**Title:** Authorizing the Settlement of Claims against the Lucas County Commissioners

**Department/Agency:** Commissioners

**Contact:** Jessica M. Ford, County Administrator

**Summary/Background:** A dispute is pending between the Lucas County Commissioners and Andrew Urrutia, a former employee. The parties wish to resolve the dispute with payment of \$36,476.12 and other non-monetary considerations included in the settlement agreement and release.

**Budget Impact:** \$36,476.12

**Statutory Authority/ORC:** 2744.07

**Commissioner \_\_\_\_ offered the following resolution:**

WHEREAS, in consideration of the above, NOW, THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lucas County, Ohio, that:

Section 1. The Board agrees, upon full execution of the Settlement Agreement, Release and Covenant Not to Sue Agreement, to pay a total of \$36,476.12 and provide other non-monetary considerations as included in the agreement.

Section 2. The Lucas County Prosecuting Attorney or an Assistant Prosecuting Attorney as designated by her, the Board's Outside Legal Counsel as authorized by Resolution 18-602, or the County Administrator is hereby authorized to execute all documents necessary to finalize this settlement.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in a meeting open to the public in compliance with the law.

Section 4. This resolution shall be in full force and effect from and immediately upon its adoption.

**Action Taken:**

Commissioner Gerken  
Commissioner Sobecki  
Commissioner Lopez

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Jody L. Balogh, Clerk of the Board