

SETTLEMENT RELEASE AND AGREEMENT

In consideration for the sum of one million one hundred twenty-five thousand dollars and zero cents (\$1,125,000.00), Holly Herron, Executor of the Estate of Sonia Bray, 3152 Scioto Estates Ct., Columbus, Ohio 43221, on behalf of herself, the Estate of Sonia Bray, its heirs, executors, administrators, and assigns, does hereby agree to the following:

1. To release and discharge the City of Columbus, Ohio, its officers, agents, employees, representatives, and assigns, including James Hingst and James Amick, of and from any and all liability, claims, damages, actions and causes of action on account of any and all injuries, damages, or losses of any kind and nature, past, present, or future, whether known or unknown, that has or could have resulted from any damage that: (a) occurred at, near, during, or following the provision of emergency medical services to Sonia Bray and thereafter; (b) occurred on or around January 31, 2011; and (c) is more fully described in a complaint that was filed in a civil action on December 12, 2012, captioned *Holly Herron, as Executor of the Estate of Sonia Bray v. City of Columbus, et al.*, Franklin County Court of Common Pleas, Case No. 12CV-15238;
2. To dismiss with prejudice all claims in the civil action captioned *Holly Herron, as Executor of the Estate of Sonia Bray v. City of Columbus, et al.*, Franklin County Court of Common Pleas, Case No. 12CV-15238, within seven (7) days after receipt of the amount specified above.

For purposes of this Release and Agreement, Holly Herron and the Estate of Sonia Bray, understand and agree to the following:

- a. The settlement described in this release is a compromise of disputed claims;
- b. The settlement amount of one million one hundred twenty-five thousand dollars and zero cents (\$1,125,000.00) includes any and all costs, including court costs, associated with bringing this civil action.
- c. The payment of any consideration for this Release is not meant to be—and shall not be—construed as an admission of liability on the part of the City of Columbus, Ohio, or on the part of any of the City's officers, agents, employees, representatives, or assigns, including James Hingst and James Amick;

- d. This Release contains the entire agreement between the parties with respect to the claims discussed herein; and
- e. The terms of this Release are contractual and not mere recitals.

Finally, Holly Herron represents and warrants that she has been authorized and empowered to sign this Settlement Release and Agreement on behalf of herself and the Estate of Sonia Bray, and that the undersigned is authorized to bind the Estate of Sonia Bray, its heirs, executors, administrators, and assigns, to the terms of this Release and Agreement. This settlement release and agreement shall become effective following the execution by Holly Herron, Executor for the Estate of Sonia Bray, and immediately following the consent of the Franklin County Court of Common Pleas to settle the case as required by R.C. 2125.02(C).

I, Holly Herron, have carefully read the entirety of this Release and Agreement, reviewed it with counsel, understand its contents, and have voluntarily signed my name below.

Holly Herron
Signature

6/2/16
Date

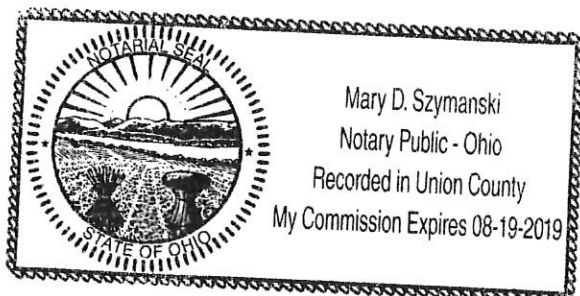
Holly Herron
Printed Name

The State of Ohio

: SS

County of Franklin

On this 2nd day of June, 2016, Holly Herron, as Executor of the Estate of Sonia Bray personally appeared and stated under oath that she executed this Settlement Release and Agreement voluntarily in exchange for the consideration as recited above.



Mary D. Szymanski
Notary Public in and for the State of Ohio

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