

## **SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and between Steven Oluic (“Oluic” as defined below) and Lakeland Community College (“Lakeland” as defined below) (collectively, “the Parties”).

**WHEREAS**, Oluic filed a lawsuit with the United States District Court, Northern Division of Ohio, Eastern Division, Case No. 1:20-CV-00016 (the “Lawsuit”); and

**WHEREAS**, Oluic and Lakeland desire to resolve any and all disputes relating to Oluic’s claims against LAKELAND including, but not limited to, those claims embodied in the above-mentioned Lawsuit.

**NOW THEREFORE**, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

**1. Parties.** This Agreement is entered into on behalf of, and shall extend to “Oluic” which includes Steven Oluic, his heirs, assigns, personal representatives, executors, agents and administrators both past and present and to “Lakeland” which includes Lakeland Community College, its past, present, and future officers, trustees, directors, employees, agents, attorneys, agencies, assigns, administrators, predecessors, successors in interest, divisions, representatives, and affiliated and/or related entities wherever located, subrogees and insurers, and any other parties who may claim under or through them, or otherwise assert claims for them or on their behalf, jointly and separately, and any other affiliated entity of Lakeland.

**2. Intent.** Except as specifically set forth herein, Oluic and Lakeland wish to bring a complete, final and irreversible end to any and all claims and/or disputes which arise or which could have arisen from the Federal Lawsuit, and to reach a full and final settlement of all matters and claims, of any nature whatsoever, as of the date of execution of this Agreement.

**3. Payment.**

**A.** Within thirty-five (35) days after the last signature on this Agreement, Lakeland shall issue and provide to Oluic and his attorney, Shawn Romer, a total sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), to be paid as follows:

(1) One Hundred Sixty-Five Thousand Dollars (\$165,000) to Oluic as alleged liquidated damages and not as back pay or compensation for lost wages. The parties expressly understand and acknowledge that no IRS Form W-2 shall issue from Lakeland with respect to the payment described in this Subparagraph and that Lakeland shall issue an appropriate IRS Form 1099. This check will be mailed to Oluic at 10339 Sawmill Dr., Chardin, Ohio 44024.

(2) Fifty-five Thousand Dollars (\$55,000) to Oluic as back wages minus all applicable taxes. Oluic expressly understands and acknowledges that he shall be responsible for any payment of personal income taxes due thereon as required by applicable federal, state and local tax laws, and that Oluic shall indemnify and hold Lakeland and the State of Ohio harmless against any and all income tax liability, interest and/or penalties as due thereon from Lakeland or from Oluic that is Oluic’s responsibility. The Parties understand that Oluic will not receive any service

**Settlement Agreement and Release of Claims**  
*Steven Oluic v. Lakeland Community College*

credit, and that no party will make retirement contributions on the amount listed in this Subparagraph. This check will be sent to Oluic via direct deposit into his bank account on file with Lakeland.

(3) One Hundred Thirty Thousand Dollars (\$130,000) to Shawn A. Romer, in connection with the representation of Oluic in the above-referenced Lawsuit. The parties expressly understand and acknowledge that Romer will be issued an appropriate IRS Form 1099 for the payment described in this Subparagraph. The check will be mailed to Mr. Romer at 4106 Bridge Ave, Cleveland, Ohio 44113.

**B.** In paying the amounts listed above, Lakeland makes no representation as to the tax consequences or liability arising from said payment. Moreover, the Parties understand and agree that any tax consequences and/or liability arising from the payment to Oluic or his counsel is not the responsibility of Lakeland.

**C.** Prior to the disbursement of any settlement monies as set forth above, Oluic and his attorney agree to complete any and all necessary documents to effectuate such payments, including, but not limited to, any IRS Form W-9, a supplier information form, and/or vendor form(s).

**D.** The Parties understand and agree that no further interest, costs, court costs or fees, attorney's fees, or any other amounts are payable by Lakeland, and Oluic waives the right to claim post-settlement interest. The mediation costs in this case will be paid by Lakeland.

**4. Neutral Reference.** Lakeland will provide, upon request, a neutral reference in regard to Oluic's employment with Lakeland. Any such reference shall contain only the positions that Oluic has held with Lakeland and the time periods in which he has held them.

**5. Re-Employment.** Oluic agrees that he is not eligible for, and therefore will not apply for, a position of employment, whether full-time, part-time, or on a contract basis, at Lakeland now or at any time in the future. Neither shall Oluic accept employment, on a full-time, part-time or contract basis, with any employment agency or third-party contractor to perform work on premises owned or operated by Lakeland. If Oluic violates this term by applying for any such position, he understands that Lakeland will not hire him, that this Agreement is a basis for denying his application, and, if hired, this Agreement constitutes grounds for his removal. Oluic acknowledges that as of the date of execution of this agreement, he does not have an application for employment or for a contractor position pending at Lakeland. Oluic fully understands and agrees that this Agreement may be used by Lakeland as a complete defense to any and all claims asserted against it for failing to employ Oluic at Lakeland in the future. This agreement shall not preclude Oluic from applying for any future employment, nor is it intended to make Oluic ineligible for any future employment with the State of Ohio, except with respect to Lakeland.

**6. Release of All Claims and Dismissal of All Charges and Legal Actions.** As consideration for entering into this Agreement, Oluic agrees to fully waive any and all claims related to his employment

**Settlement Agreement and Release of Claims**  
*Steven Oluic v. Lakeland Community College*

with Lakeland as of the date of execution of this Agreement. This waiver is intended only as to all past claims and does not preclude or restrict Oluic in any way from bringing any claim in the future for any actionable conduct he may allege Lakeland has committed after the date of his signature. Accordingly, Oluic does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharges Lakeland from any and all claims, actions and causes of action, suits, debts, liability, demands whatsoever, whether known or unknown against Lakeland, suspected or unsuspected, vested or contingent, in law, equity, or otherwise, including, but not limited to, those arising or which might arise under or out of the Equal Pay Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Acts of 1964, as amended; the Civil Rights Act of 1991, as amended; the United States Constitution; the Civil Rights Acts of 1866 and 1871 (42 U.S.C. §§ 1981, 1983, 1985, et seq.); the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; Ohio law, including, but not limited to tortious wrongful discharge claims, intentional infliction of emotional distress, harm or illness, intentional injury or intentional tort; Chapter 4112 of the Ohio Revised Code and any other provision of the Ohio Revised Code; and any other federal, state, city, county or other local law or ordinance concerning employment, or in any other manner regulating or otherwise concerning wages, hours or any other terms or conditions of employment.

This Agreement does not impact, affect, or otherwise release any rights or benefits Oluic has pursuant to any vested benefit or employee benefit plan, including any government administered benefit plan. Oluic states that, as of the execution of this Agreement, he has and maintains full and absolute control of the disposition of all charges, liens, claims, demands, sums of money, actions, rights, causes of action, obligations, and liabilities released in this Agreement. Oluic fully understands and agrees that this Agreement may be used by Lakeland as a complete defense to any and all claims asserted against it with respect to any charges, liens, claims, demands, sums of money, actions, rights, causes of action, obligations, and liabilities released in this Agreement. Oluic acknowledges that to the extent that the law may prohibit this Agreement from preventing him from participating in proceedings before any governmental administrative agency (e.g., the Ohio Civil Rights Commission, the Equal Employment Opportunity Commission, etc.), except where prohibited by law, Oluic expressly and voluntarily waives any right that he may have otherwise had to recover any damages or any other relief whatsoever, whether in law, equity, or restitution, in any proceeding that is or may be brought on his behalf by such governmental administrative agency.

**7. Complete Dismissal.** Within three (3) business days after receipt of the payments set forth in Paragraph 3(A) above, Oluic agrees to withdraw with prejudice all actions filed by him against Lakeland including the Lawsuit. Oluic also shall immediately dismiss any other action(s) which have been filed, are now pending, or which could have been filed against Lakeland relating to any acts or omissions which have transpired at any time up to and including the date of execution of this Agreement in regard to Oluic's employment with Lakeland. Oluic further agrees to never file or re-file any action, claim or other lawsuit against Lakeland, its officers, directors, agents or any other agency of the State of Ohio, relating to any acts or omissions which have transpired at any time up to and including the date of the execution of this Agreement and acknowledges that this Agreement would bar any such action or proceeding.

**Settlement Agreement and Release of Claims**  
*Steven Oluic v. Lakeland Community College*

In the event that Oluic fails to file the notice of dismissal with prejudice of the Lawsuit within the three-day period, Oluic agrees that his execution of this Agreement and/or his negotiation of the Payment shall constitute his consent to and agreement not to oppose Lakeland's filing of a motion to dismiss based upon mootness as the Parties have reached a full and final resolution to all claims pending in the Lawsuit.

**8. Non-Admission.** The terms set out in the Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by Lakeland. Neither the terms nor the Agreement shall be deemed or construed as an admission by Lakeland of any wrongful acts whatsoever by or against Oluic or any other person, nor does any arrangement(s) made with Oluic constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by Lakeland.

**9. General Terms.** The Parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated herein, that no other promise or agreement of any kind has been made to or with any of them by any persons or entity to cause either to execute this Agreement, and that no other compensation, benefits, or prerequisites other than those specified in the foregoing Agreement shall be involved or claimed. This Agreement shall not be interpreted to render Oluic a prevailing party for any purpose, including but not limited to an award of attorney's fees under any applicable statute or otherwise. Each Party fully understands the meaning and intent of this Agreement, including but not limited to, its final and binding effect.

**10. Counterparts.** This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. PDF versions of these counterparts will be considered originals for all purposes. All counterparts of any such document together shall constitute one and the same instrument.

**11. Construction And Severability.**

- A.** This Agreement shall be construed according to its fair meaning, and not strictly for or against any of the Parties. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- B.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives. This Agreement may not be modified or amended except in writing, signed by the respective Parties. This Agreement is governed by Ohio law.
- C.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party

**Settlement Agreement and Release of Claims**  
*Steven Oluic v. Lakeland Community College*

represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

**12. STEVEN OLUIC PLEASE READ CAREFULLY BEFORE SIGNING:**

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S.C. § 621 *ET SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY MY SIGNATURE BELOW, I, STEVEN OLUIC, ACKNOWLEDGE THAT:

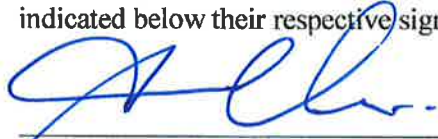
- I HAVE READ THE AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT.
- I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT.
- I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT.
- I HAVE THE RIGHT TO REVOKE THIS AGREEMENT, IN WRITING, FOR A PERIOD NOT TO EXCEED SEVEN (7) DAYS AFTER THE DATE ON WHICH IT IS SIGNED BY ME. I FURTHER ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERM ON THE EIGHTH (8<sup>TH</sup>) DAY AFTER I SIGN THIS AGREEMENT. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME SET FORTH ABOVE, THIS AGREEMENT SHALL BE VOID AND EMPLOYER SHALL BE RELEASED FROM PERFORMANCE HEREUNDER.

The undersigned Parties state that they have had the opportunity to consult with counsel regarding this Agreement, they have carefully read the foregoing Agreement and understand the contents thereof, and they execute the same as their own free and voluntary act. Oluic acknowledges that he has been given a period of seven (7) calendar days within which to consider this Agreement for purposes of age discrimination claims only. Oluic represents and agrees that he is entering into this Agreement with the intention of giving up all claims against Lakeland and he is not entering into this Agreement relying on any representations by Lakeland concerning the meaning of any aspect of this Agreement.

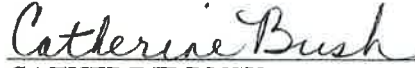
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**Settlement Agreement and Release of Claims**  
*Steven Oluic v. Lakeland Community College*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date indicated below their respective signatures.



STEVEN OLUIC



CATHERINE BUSH  
LAKELAND COMMUNITY COLLEGE

7/6/21  
DATE

7/5/2021  
DATE