

RESOLUTION NO. 09-2023

Resolution Authorizing the Acceptance of the Proposed Settlement Agreement and Release Resolving the Suit Filed by Eric Lindsay against the Officers of the West Chester Police Department

WHEREAS, Eric Lindsay filed suit against West Chester Township Police Officer Tanner Csendes and West Chester Township Police Officer Timothy Mintkenbaugh in Butler County Court of Common Pleas Case No. CV 2022 01 0134;

WHEREAS, the Board of Trustees has determined that it is in the best interests of the Township to enter into the Settlement Agreement and Release, attached as Exhibit A, as a resolution to the suit filed by Mr. Lindsay;

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees:



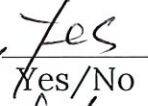

SECTION 1. That the Board of Trustees does hereby authorize the Township's Administrator to sign the Settlement Agreement and Release in substantially the same or similar form as the attached Exhibit A, on behalf of the Township, and to sign any other documents necessary to effectuate the settlement

Adopted this 28th day of February, 2023.

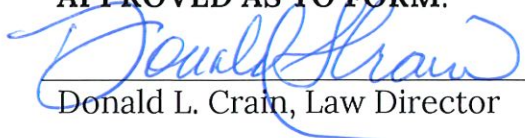
ATTEST:



Bruce Jones, Fiscal Officer

 _____ Ann Becker, Chair	 _____ Yes/No
 _____ Lee Wong, Vice Chair	 _____ Yes/No
 _____ Mark Welch, Trustee	 _____ Yes/No

APPROVED AS TO FORM:



Donald L. Crain, Law Director

EXHIBIT A

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS

This is a Release and Settlement Agreement (hereinafter referred to as the "Release") executed by Eric Lindsay and his attorney.

DEFINITIONS

As used herein:

1. "Claimant" shall mean Eric Lindsay, and any family members, successors, assigns, heirs, executors, administrators, agents, servants, and all persons, firms, or corporations which may have or claim an interest by or through any or all of them, including their law firms and attorneys.

2. "Releasees" shall mean West Chester Township, the West Chester Township Board of Trustees, Tanner Csendes, Timothy Mintkenbaugh, and West Chester Township's employees, agents, current and former elected and appointed officials, all in their individual and official capacities, the Ohio Township Association Risk Management Authority ("OTARMA"), American Risk Pooling Consultants, Inc. ("ARPCO"), Public Entity Risk Services of Ohio ("PERSO"), Sedgwick Claims Management Services, Inc. (Sedgwick), and their respective past, present and future insurance carriers, municipal, county, and township risk pools, together with their employees, volunteers, employers, principals, agents, insurers, attorneys, officers, directors, elected officials, predecessors, subsidiaries, affiliates, successors and assigns (collectively referred to herein as the "Releasees").

3. The "Suit" shall mean *Eric Lindsay v. Meijer, Inc., et al.*, pending as Civil Action No. CV 2022 01 0134 in the Butler County, Ohio Court of Common Pleas, asserting, generally speaking, violations of the Fourth Amendment, and claims of Discrimination, False Imprisonment, and Intentional Infliction of Emotional Distress.

BINDING EFFECT OF THIS RELEASE

This Release shall bind Claimant and is for the benefit of Releasees. The foregoing provisions are a part of this Release and are not mere recitals.

RELEASE PROVISIONS

1. In consideration of:
 - a. Releasees' payment of a check for \$28,000 (Twenty-Eight Thousand Dollars) to The Law Firm of Cochran Ohio, LLC (to be paid within 30 business days after receipt of a fully executed copy of this Release).

Claimant fully and forever releases, acquits, and discharges Releasees from any and all liability on account of any and all claims, demands, actions or causes of action, whether in law or in equity or otherwise, whether in contract or tort, or pursuant to any statute, ordinance or regulation, whether direct or indirect, whether known or unknown, whether presently discoverable or undiscoverable, whether suspected or claimed, which the Claimant has or may

have against Releasees in connection with the claims asserted in the Suit. This Release includes all claims, demands, causes of action and matters relating to the claims and allegations asserted in the Suit. Without in any way limiting the generality of this paragraph, this section shall be construed as a complete bar against any further prosecution of the Suit and a complete bar against any prosecution of any claim, directly or indirectly, listed in the Suit.

2. In further consideration, Claimant hereby covenants and agrees to bring or assert no other claims, demands, or causes of action against Releasees arising out of or related to the facts giving rise to the claims asserted in the Suit, or the adjustment or settlement of the Suit other than to seek enforcement of this Release.

3. Claimant hereby warrants that there are no unsatisfied interests or liens of any kind for which Releasees are or may become responsible, including, but not limited to, those claimed by health care providers, physicians, hospitals, insurance companies, health care plans, Medicare or Medicaid, appraisers, public adjusters, or attorneys arising from or related to the Suit, or the facts, circumstances or occurrences which are the subject of the Suit. To the extent that any such interests or liens exist, Claimant expressly agrees that Claimant is solely responsible for the satisfaction of the same.

4. Claimant agrees and understands that it is Releasees' objective and intention that they are released from any and all liability arising out of the damages as a result of or related to the claims asserted in the Suit (including the defense, adjustment, or settlement of the claims asserted in the Suit). Claimant acknowledges that the Releasees expressly deny liability or wrongdoing, and he agrees and understands that this Release does not constitute an admission of any liability or wrongdoing by Releasees in connection with the claims asserted in the Suit.

5. Claimant represents and warrants that Claimant has taken into consideration not only the claimed liability and damages, but also declares that this Release shall apply to all unknown and unanticipated damages which may arise from the claims in the Suit.

6. Claimant hereby acknowledges the sufficiency of the consideration for this Release and all paragraphs contained herein.

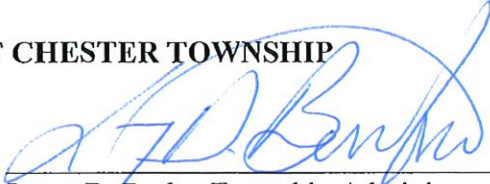
7. Claimant agrees to deliver all documents necessary to effectuate a dismissal with prejudice of the claims in the Suit against Releasees within seven days of the consummation of this Release, including the tendering of the payments provided for herein.

8. Claimants hereby represents and warrants that Claimant understands that Claimant can seek the benefit of advice from counsel of Claimant's choice before executing this Release.

9. Claimant hereby represents and warrants that Claimant's attorneys are entitled to receive the settlement funds described herein, and said funds are not obligated to be paid to a bankruptcy trustee or anyone other than the attorneys listed below.

10. Claimant agrees that any comments or statements about the Suit, the Release, or the facts or allegations giving rise to the Suit, shall be limited to: "Both sides have settled the

WEST CHESTER TOWNSHIP

By: 
Larry D. Burks, Township Administrator

Date: 3/10/23

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