

**ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH SERVICES BOARD OF
CUYAHOGA COUNTY**

**RESOLUTION NO. 24-09-08 APPROVAL OF SETTLEMENT AGREEMENT
AND RELEASE BETWEEN JOSEPH MEALING AND
THE ADAMHS BOARD OF CUYAHOGA COUNTY**

WHEREAS, on June 2, 2024, Joseph Mealing (Mr. Mealing) asserted pre-suit claims against the ADAMHS Board of Cuyahoga County (ADAMHS Board) arising from his employment with the ADAMHS Board; and,

WHEREAS, the ADAMHS Board denies any and all wrongdoing; and both Parties wish to fully resolve these claims as well as any other claims Mr. Mealing may have against the ADAMHS Board; and.

WHEREAS, Mr. Mealing and the ADAMHS Board have entered into a Settlement Agreement to resolve Mr. Mealing's claims, by which the Settlement Agreement releases the ADAMHS Board from any and all liability to him.

NOW, THEREFORE, BE IT RESOLVED:

The ADAMHS Board of Directors approves and ratifies the Settlement Agreement attached hereto and signed by Chief Executive Officer Scott Osiecki dated September 17, 2024, and hereby authorizes the payment of a total of \$23,000 to fund said settlement as follows:

(a) to "Joseph Mealing" in the amount of \$6,855.00. This payment shall be reported to the IRS on Form 1099-MISC. Mr. Mealing shall provide a completed IRS form W-9 to ADAMHS.

(b) to "Joseph Mealing" in the amount of \$6,855.00, less all applicable taxes and withholdings. This payment shall be reported to the IRS on Form W-2.

(c) to The Spitz Law Firm, LLC in the amount of \$9,290.00, representing attorney fees and costs. The Spitz Law Firm LLC shall provide a completed IRS form W-9 to ADAMHS.

The ADAMHS Board will be reimbursed for all but \$5,000 of the settlement payment from insurance coverage.

On the motion of Rev. Benjamin F. Gohlstin, Sr., seconded by Kathryn Y. Parks, MBA, MA, LPC, LICDC, the foregoing resolution was adopted.

AYES: A. Bhardwaj, G. Boehm, E. Cade, J. Dixon, S. Galloway, B. Gohlstin,
P. James-Stewart, L. Johaneck, K. Kern-Pilch, K. Parks, H. Snider, M. Wimbiscus

NAYS: R. Blue

ABSTAIN: None

DATE ADOPTED: September 25, 2024

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into between Joseph Mealing ("Mr. Mealing") and Cuyahoga County/ADAMHS of Cuyahoga County ("ADAMHS"). Mr. Mealing and ADAMHS are sometimes referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, on June 2, 2024, Mr. Mealing asserted pre-suit claims against ADAMHS for discrimination based on race and military status and retaliation.

WHEREAS, ADAMHS denies any and all wrongdoing; and both Parties wish to fully resolve these claims as well as any other claims Mr. Mealing may have against ADAMHS arising from his employment;

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants, and representations contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. NO ADMISSION

All local, state and federal claims related to Mr. Mealing's employment, which are resolved by this Agreement, are expressly denied by ADAMHS. Any payment made pursuant to this Agreement is made in settlement of disputed claims and is in no manner an admission of liability or wrongdoing, as any liability is expressly denied by ADAMHS.

2. PAYMENT

In settlement of Mr. Mealing's claims, ADAMHS will pay \$23,000 to Mr. Mealing, which will be made payable in two checks as follows:

- (a) to "Joseph Mealing" in the amount of \$6,855.00. This payment shall be reported to the IRS on Form 1099-MISC. Mr. Mealing shall provide a completed IRS form W-9 to ADAMHS.
- (b) to "Joseph Mealing" in the amount of \$6,855.00, less all applicable taxes and withholdings. This payment shall be reported to the IRS on Form W-2.
- (c) to The Spitz Law Firm, LLC in the amount of \$9,290.00, representing attorney fees and costs. The Spitz Law Firm LLC shall provide a completed IRS form W-9 to ADAMHS.

Each Party to this Agreement agrees to be solely responsible for any and all taxes owed by that Party as a result of the payments described herein. In the event that Mr. Mealing fails to pay all taxes owed by him, and any taxing authority attempts to collect said taxes from ADAMHS, Mr. Mealing agrees to indemnify and hold ADAMHS harmless from any and all damages, penalties or liability incurred as a result of his failure to pay all taxes owed by him; and nothing herein shall render Mr. Mealing liable for any damages, penalties, or other amount owed by ADAMHS as a result of ADAMHS's own failure to pay all taxes owed.

ADAMHS shall submit the request for payment to the Cuyahoga County Fiscal Officer within five (5) working days of receipt by ADAMHS of Mr. Mealing's executed Agreement and the W-9 forms from Mr. Mealing and The Spitz Law Firm. ADAMHS will request that the payments be issued to Mr. Mealing's attorney, Richard Protiva, Esq., Spitz The Employee's Law Firm, 3 Summit Park Drive, Suite 200, Independence, Ohio 44131. Should any settlement check be returned for NSF or any other reasons, ADAMHS will be responsible for all costs associated with reissuing of the settlement check(s).

3. MUTUAL RELEASE

For and in consideration of the payment of \$23,000, as well as for other consideration identified in this Agreement, the sufficiency of which is hereby acknowledged, Mr. Mealing, on his own behalf and on behalf of his agents, representatives, attorneys, assigns, heirs, successors, administrators and executors, agrees to release and forever discharge ADAMHS, its agents, representatives, attorneys, insurers, assigns, respective past and present related, affiliated companies, associated subsidiaries and/or parent entities, including, their owners, partners, shareholders, members, equity-holders, directors, board members, officers, managers, employees (including but not limited to Scott Osiecki, Vicki Nishi and Woo Jun), predecessors and successors, administrators and executors; of and from all claims, liabilities or causes of action arising on or before the date of this Agreement, without exception, regarding all injuries, damages or expenses, past, present, known or unknown, and the consequences thereof, arising out of, incidental to or in any way connected with Mr. Mealing's employment at ADAMHS, and all claims that could have been asserted in a lawsuit. Notwithstanding the foregoing, Mr. Mealing is not releasing or waiving any rights or claims Mr. Mealing may have (i) to workers' compensation or unemployment compensation claims

For and in consideration of the mutual promises made herein, as well as for other consideration identified in this Agreement, the sufficiency of which is hereby acknowledged, ADAMHS, on its own behalf and on behalf of its agents, representatives, attorneys, insurers, assigns, respective past, present and future related, affiliated, associated subsidiaries and/or parent entities, owners, partners, shareholders, members, equity-holders, directors, board members, officers, managers, employees, predecessors and successors, administrators and executors, agrees to release and forever discharge Mr. Mealing, his agents, representatives, attorneys, assigns, heirs, successors, administrators and executors, of and from all claims, liabilities or causes of action arising on or before the date of this Agreement, without exception, regarding all injuries, damages or expenses, past, present, known or unknown, and the consequences thereof, arising out of, incidental to or in any way connected with his employment at ADAMHS.

5. MUTUAL NON-DISPARAGEMENT

Mr. Mealing and ADAMHS agree that as a material term and condition of this settlement they shall not defame the other Party or any related, affiliated and associated entities, or any of their respective owners, members, equity-holders, board members, officers, managers or employees (including but not limited to Scott Osiecki, Vicki Nishi and Woo Jun). Mr. Mealing understands and agrees that ADAMHS must comply with the Ohio Public Records Act, Ohio Revised Code §149.43 and all applicable laws of similar import. Mr. Mealing agrees and understands that, for purposes of this Section no statement shall be attributed to ADAMHS except those made by Officers acting in their official capacity. This nondisparagement provision shall not cover any actions or statements protected by Section 7 of the NLRA

6. LIENS

Mr. Mealing understands and agrees that all persons and entities, including, but not limited to, beneficiaries, heirs, attorneys, doctors, nurse practitioners, medical providers, hospitals, Medicare and/or Medicaid, and insurance companies who may have lawful subrogated interests and/or lawful perfected liens upon the payments made pursuant to this Agreement will be paid or otherwise satisfied by Mr. Mealing, from the payments made pursuant to this Agreement. Mr. Mealing agrees to fully indemnify, save, defend, and hold harmless ADAMHS from, for, and against all such liens, demands, claims, or actions.

7. NO EMPLOYMENT

Mr. Mealing agrees that under no circumstance shall he knowingly seek, apply for, or accept employment with ADAMHS. Mr. Mealing waives any and all rights he may have to seek or hold any such employment with ADAMHS in any capacity and agrees that this Agreement is a legitimate, non-discriminatory reason not to hire him in the future and to terminate him if he is inadvertently hired in the future. If Mr. Mealing applies for employment with ADAMHS, ADAMHS has the right to refuse to hire Mr. Mealing. ADAMHS shall not incur liability of any kind or nature by virtue of its refusal to hire Mr. Mealing or to consider him for employment. Should Mr. Mealing be employed by a facility, company, or organization that acquires ADAMHS, is acquired by ADAMHS, merges with ADAMHS, or otherwise becomes affiliated with ADAMHS after Mr. Mealing is already employed, Mr. Mealing will not be required to leave his employment upon acquisition, merger or affiliation, and any such acquiring, acquired, merged or affiliated facility, entity, or company shall not have the right to terminate Mr. Mealing on the basis of this paragraph but rather he shall have the same rights and shall be afforded the same treatment as any other employee of that employer.

8. NEUTRAL REFERENCE

If ADAMHS's Human Resource Department is contacted by a prospective employer for a reference regarding Mr. Mealing, it will provide only Mr. Mealing's dates of employment and last positions held. If asked about the reason for separation of employment or eligibility for re-hire, ADAMHS will state that agency policy does not permit it to respond to such inquiries, either affirmatively or negatively. Mr. Mealing understands and agrees that ADAMHS must comply with the Ohio Public Records Act, Ohio Revised Code §149.43 and all applicable laws of similar import.

9. ENTIRE AGREEMENT

Except as provided herein, this Agreement contains the entire Agreement between the Parties and once executed, supersedes all prior discussions, negotiations and/or agreements between the Parties other than those expressed in this Agreement. This Agreement constitutes the entire agreement of the Parties and a complete merger of all prior negotiations and understandings. There are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, unless expressly referred to in this Agreement. All of the terms of this Agreement are contractual and not a mere recital. Modification or amendment of this Agreement may be made only in writing and must be signed by all Parties or their legal counsel.

10. APPLICABLE LAW/CONSTRUCTION / SEVERABILITY

This Agreement shall be governed by the laws of the State of Ohio and shall inure to the benefit of, and be binding upon, each of the Parties. This Agreement shall not be construed more strictly against one Party than against any other by virtue of the fact that this Agreement may have been drafted or prepared by counsel for one of the Parties, it being recognized that all Parties to this Agreement have contributed substantially and materially to the preparation of this Agreement. If any provision of this Agreement is found to be invalid, void and/or illegal, then any such provision will be construed, interpreted and/or amended in a manner that would permit its enforcement to the extent that the intent of the Parties in drafting this Agreement is preserved, but in no event will any such provision affect, impair and/or invalidate any other provision of this Agreement unless it deprives either Party of the benefit of a material term.

11. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile version, photocopy, and/or an electronically scanned image of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

12. NON-WAIVER

No failure by any Party to insist upon strict compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy upon any breach or default of the other shall affect, or constitute a waiver of, the first party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any party's right to demand compliance with all provisions of this Agreement.

13. ACKNOWLEDGEMENT

The Parties have thoroughly read and understood the terms of this Agreement, have had the opportunity to confer with an attorney in regard to this Agreement, are executing this Agreement freely and voluntarily, upon their best judgment and solely for the consideration described herein, and that all action necessary to execute this Agreement has been taken. The persons signing this Agreement on behalf of the Parties are duly authorized to do so and to bind them with respect to all covenants, representations, agreements, releases, and declarations contained in this Agreement.

IN WITNESS HEREOF, this Agreement is executed:

JOSEPH MEALING



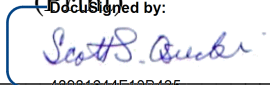
Joseph Mealing (Sep 11, 2024 17:41 EDT)

Date: Sep 11, 2024

ADAMHS of Cuyahoga County

By: Scott osiecki

(Print)
Signed by:



48961044F10B435...
(Sign)

Date: 9/17/2024

Its: Chief Executive Officer