

STATE OF OHIO  
STATE PERSONNEL BOARD OF REVIEW

PHYLLIS E. HUMPHREY-ALVOID,

*Appellant,*

v.

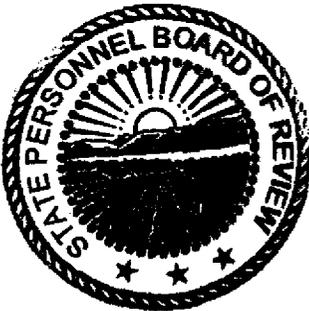
Case No. 11-REC-08-0288

DEPARTMENT OF COMMERCE and  
DEPARTMENT OF ADMINISTRATIVE SERVICES,

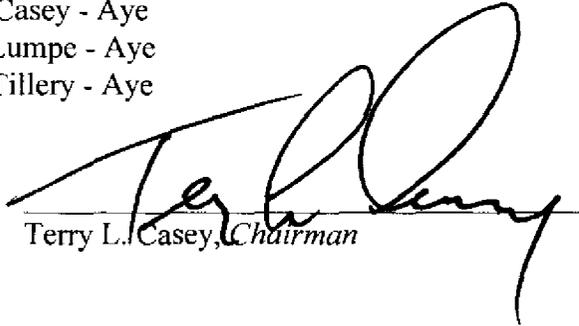
*Appellees,*

**ORDER**

This matter came on for consideration on the motion of the parties that the Settlement Agreement attached hereto and incorporated herein by reference, be adopted. Being fully advised in the premises, the Board hereby orders that the attached settlement agreement be **ADOPTED**. Accordingly, the above-referenced appeal is hereby **DISMISSED**.



Casey - Aye  
Lumpe - Aye  
Tillery - Aye

  
Terry L. Casey, Chairman

**CERTIFICATION**

The State of Ohio, State Personnel Board of Review, ss:

I, the undersigned clerk of the State Personnel Board of Review, hereby certify that this document and any attachment thereto constitutes ~~(the original)~~ a true copy of the original) order or resolution of the State Personnel Board of Review as entered upon the Board's Journal, a copy of which has been forwarded to the parties this date, November 16, 2011.

  
Clerk

ENTERED  
11.16.11 ecc

**SETTLEMENT IMPLEMENTATION  
AGREEMENT AND RELEASE OF CLAIMS**

STATE PERSONNEL  
BOARD OF REVIEW

2011 NOV -4 AM 9:58

This Settlement Implementation Agreement and Release of Claims (Agreement) is made and entered into by and between the Ohio Department of Commerce (Department) and Phyllis Humphrey (Employee), collectively, the "Parties".

**WHEREAS**, the Department requested a position audit of the Employee's job classification as a Financial Institutions Specialist 1 (66141) – Pay Range 15; and

**WHEREAS**, it was determined by the Department of Administrative Services that the position should be classified as an Administrative Officer 1 (63131) – Pay Range 12; and

**WHEREAS**, the Employee appealed DAS' findings to the State Personnel Board of Review (Case #11-REC-08-0288);

**WHEREAS**, the Parties wish to bring a complete, final and irreversible end to any and all claims and/or disputes among the Parties, and to reach a full and final settlement relating to said claims and/or disputes, arising from the events set forth above.

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

1. **Effective Date.** The Effective Date of this Agreement shall be the earliest date upon which all the Parties to this Agreement have executed this Agreement. The Agreement may be executed by the parties within one original or in counterparts.
2. The Department agrees to reassign the Employee from Administrative Officer 1 (63131) – Pay Range 12, to Administrative Officer 2 (63132) – Pay Range 14. The Employee will remain in Step X subject to all applicable rules.
3. **Complete Dismissal.** With her signature below, the Employee agrees to dismiss the appeal now pending before the State Personnel Board of Review (Case #11-REC-08-0288).
4. **Waiver and Release.** For good and valuable consideration, the Employee, on behalf of herself and her past or present family, heirs, assigns, personal representatives, executors, agents, and all others who may claim under or through her, does hereby fully, finally and forever release, hold harmless from and against, waive and forever discharge the Department, including its past and present directors, employees and agents, of or from any and all claims, actions, causes of action, suits, debts, liability, or demands whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, in law, equity, or otherwise arising out of the Department's request for audit and the Employee's appeal.
5. **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 the Department. Neither the terms nor the Agreement shall be deemed or construed as an admission by the Department of any wrongful acts whatsoever, nor does it act as an acknowledgement of

Settlement Implementation & Release of Claims  
Phyllis Humphrey  
11-REC-08-0288  
Page 2 of 3

STATE PERSONNEL  
STATE OF TEXAS

the validity of any claim, charge, liability or cause of action asserted, ~~it being expressly~~ understood that the Department denies all such claims in all respects.

6. **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 perquisites other than those specified in the foregoing Agreement shall be involved or claimed. This Agreement shall not be interpreted to render the Employee a prevailing party for any purpose, including but not limited to an award of attorney 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. Each Party further acknowledges that before executing this Agreement that they have had the opportunity to consult with counsel and that each Party has carefully read and fully understands all of the provisions of this Agreement, and that the execution of this Agreement is a knowing and voluntary act.

7. **Entire Agreement.** The Parties to this Agreement represent and affirm that this is a fully integrated agreement, that this Agreement sets forth the entire agreement between the Parties hereto, that no other conditions previously discussed either during or outside of settlement discussions may be interpreted as being a part of this Agreement, and that this Agreement fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives regarding the subject matter of this Agreement.

8. **Construction and Severability.** 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.

9. **Age Discrimination in Employment Waiver.**

**PLEASE READ CAREFULLY BEFORE SIGNING**

PURSUANT TO THE AGE DISCRIMINATION IN EMPLOYMENT ACT, 29 U.S. § 621 *EY SEQ.*, A WAIVER OF RIGHTS CANNOT APPLY TO AGE DISCRIMINATION CLAIMS ARISING IN THE FUTURE. BY SIGNING BELOW, THE EMPLOYEE HEREBY STATES AS FOLLOWS: I HAVE READ THE FOREGOING AGREEMENT AND RELEASE, AND FULLY UNDERSTAND IT. I ACKNOWLEDGE THAT I WAS GIVEN UP TO TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS AGREEMENT, THAT I HAVE BEEN ADVISED TO CONSULT WITH LEGAL COUNSEL PRIOR TO SIGNING THIS AGREEMENT, AND THAT 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 HEREBY ACKNOWLEDGE THAT IF I FAIL TO EXERCISE THIS RIGHT

Settlement Implementation & Release of Claims  
Phyllis Humphrey  
11-REC-08-0288  
Page 3 of 3

TO REVOKE, THIS AGREEMENT WILL BECOME A BINDING CONTRACT AS TO ITS TERMS ON THE EIGHTH (8TH) DAY AFTER I SIGN THIS AGREEMENT. I NOW VOLUNTARILY SIGN THIS AGREEMENT AND RELEASE ON THE DATE INDICATED. IF THIS AGREEMENT SHOULD BE REVOKED BY ME WITHIN THE TIME, THIS AGREEMENT SHALL BE VOID AND IT SHALL BE EXCUSED FROM PERFORMANCE HEREUNDER.

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

  
\_\_\_\_\_  
Phyllis Humphrey

11/03/2011  
(Date)

2011 NOV -4 AM 9:50  
STATE PERSONNEL  
DIVISION OF REVENUE

  
\_\_\_\_\_  
Andrew Shuman  
Human Resources Director  
Department of Commerce

11/3/11  
(Date)