

RESOLUTION NO. 6-2006

Offered by All of Council

A RESOLUTION AUTHORIZING THE LAW DIRECTOR TO ENTER INTO A RELEASE IN FULL OF ALL CLAIMS WITH CLARENDON NATIONAL INSURANCE COMPANY, ET AL. IN THE CASE OF *JENNIFER KING V. VILLAGE OF RICHFIELD*, SUMMIT COUNTY COURT OF COMMON PLEAS CASE NO. CV-2005-04-2040 AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Richfield tendered the lawsuit of *King v. Village of Richfield*, Summit County Court of Common Pleas Case No. CV-2005-04-2040 to the Clarendon National Insurance Company, et al. to provide a defense for the Village of Richfield in the lawsuit; and

WHEREAS, Clarendon disputed coverage; and

WHEREAS, the Village of Richfield instituted an action against Clarendon National Insurance Company, et al., being Summit County Court of Common Pleas Case No. 2005-10-6243, among others; and

WHEREAS, the parties wish to enter into a Release in Full Settlement of All Claims pertaining to Clarendon National Insurance Company, et al. in the lawsuit.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. That the Law Director be, and hereby is, authorized and directed to enter into a Release in Full of All Claims with Clarendon National Insurance Company, et al. in the case of *Village of Richfield v. Clarendon National Insurance Company*, Summit County Common Pleas Court Case No. CV-2005-10-6243, a copy of which Release is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to avoid the expense of further protracted litigation in the lawsuit; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1/17/06

ATTEST:

Carolyn E. Sullivan
Clerk of Council

[Signature]
President of Council
[Signature]
Mayor
Dated: 1/17/06

Carolyn

**RELEASE
IN FULL OF ALL CLAIMS**

Definitions: When used throughout this Release, "Clarendon" refers to and includes (1) Clarendon National Insurance Company, (2) Engle Martin Claims Administrative Services, (3) American Commercial Management, Inc. and (4) any parent and/or subsidiary company or entity and any assigns and/or successors in interest of Clarendon National Insurance Company, Engle Martin Claims Administrative Services, American Commercial Management, Inc.

In consideration of the payment of Ten Thousand dollars (\$10,000) to the *Village of Richfield* paid by *Clarendon*, the *Village of Richfield* on behalf of the Village of Richfield, its Trustees, officers, employees, and assigns does hereby release and forever discharge *Clarendon* from any and all actions, causes of actions, claims, and demands for, upon or by reason of any damage, loss, or injury, which heretofore has been or which hereafter may be sustained and related to defense and indemnification of the *Village of Richfield* for any action filed by *Jennifer King* against the *Village of Richfield* and arising out of conduct or alleged conduct by the *Village of Richfield*, its Trustees, Officers, elected officials, and/or its employees where such conduct or alleged conduct occurred on or before January 1, 2006. This release includes but is not limited to those allegations asserted by *Jennifer King* and against the *Village of Richfield et al.* in previously filed EEOC, OCRC, or civil court actions. In addition, the *Village of Richfield* agrees to dismiss *Clarendon* with prejudice from the lawsuit, *Village of Richfield v. Clarendon National Insurance Co., et al.*, Summit County, Ohio Common Pleas Case NO. **2005 10 6243** and to release and forever discharge *Clarendon* from any and all causes of actions, claims, and demands that were made or could have been made or brought in Summit County Case No. 2005 10 6243.

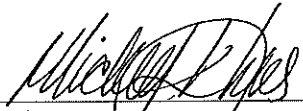
This Release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist that relate in any manner whatsoever to the lawsuit captioned *Village of Richfield v. Clarendon National Insurance Company*, Summit County, Ohio Common Please Case No. 2005 10 6243 or the circumstances giving rise thereto. The provisions of any State, Federal, Local or Territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

The Release shall not extend or apply to any claim, known or unknown, suspected or unsuspected against any independent agent of *Clarendon*, including but not limited to, the *Gallagher Company* and its agents and brokers. This Release shall also not extend to any Claims Administrative Service Company that provides services to or on behalf of *Coregis Insurance Company* and/or *GE Insurance Solutions*.

The undersigned also expressly waives any and all claims for interest accruing on the settlement, including, without limitation, all claims for interest pursuant to Ohio revised Code section 1343.03

IT IS UNDERSTOOD AND AGREED that this settlement is in full compromise of a doubtful and disputed claim as to both questions of coverage, liability and the nature and extent of the injuries and damages sustained by the undersigned. Neither this Release nor the payment made pursuant thereto shall be construed as an admission of liability or coverage, both being denied.

In consideration of the payment of the sum set forth above, the undersigned further agrees to indemnify Clarendon from any and all further liability, loss, damages or claims arising out of or related to allegations made by *Jennifer King* for conduct or alleged conduct occurring before January 1, 2006. This release includes, but is not limited to, claims, demands, suits, or actions brought by *Jennifer King, Arthur J. Gallagher Risk Management Services, Inc.* (including any related, parent, and/or successor companies), and *Coregis Insurance Company* (including any related, parent, and/or successor companies). In the event that any such claim is asserted against Clarendon, *the Village of Richfield* agrees to assume the defense of Clarendon at the Village's cost and to hold Clarendon harmless.



Print Name:
*Authorized Representative of Village
Of Richfield*

1/23/06

Date

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

Sworn to before me and subscribed in my presence by *Michael K. Lyons*, this *23rd* day of *January*, 2006, who signed the foregoing Release and Affidavit and acknowledged to me that it was voluntarily signed.



NOTARY PUBLIC

Jo Ann Maupin
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 10/15/10