

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

NICHOLAS PETTIT,)	
)	
Plaintiff,)	
)	Civil Action No. 2:21-cv-115
v.)	
)	
JAMES MORROW,)	
<i>et al.</i> ,)	Judge: Sarah D. Morrison
)	
Defendants.)	Magistrate Judge: Chelsey M. Vascura
)	
)	

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by Nicholas Pettit, Plaintiff, and the City of Columbus on behalf of all Defendants (together, the parties) for the purpose of avoiding further litigation. The parties agree to resolve this action without further proceedings subject to the following terms:

Key terms

1. The City of Columbus, on behalf of the Defendants and in accordance with Ohio Rev. Code § 2744.07, will pay twenty thousand dollars (\$20,000) to Nicholas Pettit in a single lump sum.
2. The City of Columbus, on behalf of the Defendants, also agrees not to oppose any application made by Nicholas Pettit to seal or expunge the record of his arrest that gave rise to this litigation.
3. Nicholas Pettit, on behalf of himself and his heirs, executors, administrators, and assigns, will release and discharge all Defendants and the City of Columbus, along with its officers, agents, employees, representatives, and assigns, of and from any and all civil liability,

claims, damages, actions and causes of action on account of any and all injuries, damages, or losses of any kind and nature, past, present, or future, whether known or unknown, that has or could have resulted from any injury, loss, or damage to him or his property as a result of the specific events described in his Complaint in this litigation. Nothing in this paragraph shall be read to protect any Defendant or the City of Columbus against liability for events arising outside of those specifically alleged in the Complaint.

4. The parties agree to bear their own costs and expenses associated with litigating this case. Neither party will seek to recover costs or fees from the other.
5. This Agreement sets out terms already agreed to through Defendants' Offer of Judgment and Plaintiff's Notice of Acceptance pursuant to Federal Rule of Civil Procedure 68. In accordance with that Rule, judgment will be taken against Defendants in exchange for the parties agreeing to the terms described in this Agreement. The parties agree to file this Agreement along with a proposed judgment entry, attached to this Agreement as Exhibit A and fully incorporated herein. The parties agree that the Court will retain its jurisdiction over this Agreement until it enters judgment and dismisses the case. After that occurs, this Agreement will remain enforceable as a contract.

Additional terms

6. **Entire agreement.** This Agreement contains the entire agreement between the parties with respect to the claims discussed herein, and the terms of this Agreement are contractual and not mere recitals.
7. **Severability.** If any provision of this Agreement is adjudicated to be void, invalid, or unenforceable, that will not make the entire Agreement void, but rather only that provision. All remaining provisions shall remain in full force and effect.

8. **Public record.** This Agreement in its entirety is a public record. No record or filing associated with this litigation is non-public unless previously agreed to in writing by the parties.
9. **Executed separately.** This Agreement may be executed in separate counterparts and all counterparts and signature pages together are one document. Electronic or wet signatures may be used and counsel may sign on behalf of their clients.

Signatures

**CITY OF COLUMBUS,
DEPARTMENT OF LAW
ZACH KLEIN, CITY ATTORNEY**

/s/Janet R. Hill Arbogast

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Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I certify that on May 19, 2021, I filed the foregoing electronically. Notice of this filing will be sent to all parties for whom counsel has entered an appearance by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Elizabeth Bonham
Elizabeth Bonham (0093733)
Attorney for Plaintiff

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[PROPOSED] JUDGMENT ENTRY

The Defendants in this case have served, and the Plaintiff has accepted, an Offer of Judgment pursuant to Fed. R. Civ. P. 68, for judgment to be taken against Defendants in return for terms set out in the parties' Settlement Agreement filed in the above-captioned case. The Agreement having been executed and filed, this Court hereby enters judgment against the Defendants and, pursuant to Fed. R. Civ. P. 58, it is hereby ORDERED, ADJUDGED AND DECREED that the above-captioned case is terminated and dismissed as final.

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE