

SETTLEMENT AGREEMENT

Now come Elida Local School District ["Plaintiff"] on the one hand and Matthew Burton ["Defendant"] on the other and hereby enter into the following Settlement Agreement.

WHEREAS, Defendant was once an employee of Plaintiff; and,

WHEREAS, Defendant pled guilty to Theft in Office, a felony of the third degree, for misusing resources of the Plaintiff; and,

WHEREAS, as part of his criminal case, Defendant was ordered to pay \$85,000 in restitution to Plaintiff; and,

WHEREAS, Plaintiff filed suit in the Allen County Common Pleas Court in an attempt to force Defendant to Pay his restitution at a faster pace; and,

WHEREAS, the parties wish to resolve the dispute without further litigation on the following terms.

NOW, therefore, the parties hereby agree as follows:

1. Defendant owes, and will pay to, Plaintiff the amount of \$36,617.43 to pay of his restitution obligation and settle the civil case without further litigation; and,
2. Payments will be made by Defendant on a monthly basis in the amount of five hundred eighty dollars (\$580.00) per month until the \$36, 617.43 is paid in full; and,
3. Plaintiff will arrange to make said monthly payments via automatic withdrawal payable to the Allen County Clerk of Courts; and,
4. Said payments will begin on September 1, 2022 and be made on the first of each month thereafter until the settlement amount is paid in full; and,
5. In return for the above payments, Plaintiff will file a Notice of Dismissal Without Prejudice to resolve the underlying lawsuit; and,
6. If Plaintiff defaults on his obligations under this Agreement by missing a payment, and fails to cure said default by the 15th of the month in which the payment was to be made, without the written approval of Plaintiff or its representative, then the entire amount remaining shall become due and payable immediately at that time; and,
7. The Court will maintain jurisdiction to enforce the terms of this Agreement; and,

8. This agreement may be executed in counterparts, and each part, together with the others, shall be deemed an original. Electronic or photocopied signatures shall be treated as original; and,
9. If any provision of this agreement shall be found to be unenforceable by a court of competent jurisdiction, said finding shall not make the remaining portions unenforceable; and,
10. Each party to this Agreement has had the satisfactory assistance of able and competent counsel prior to executing this Agreement; and,
11. This Agreement shall be construed under the laws of the State of Ohio and shall be binding upon the parties as of the date of last execution below.

Matthew Burton

Elida Local School District
By Joel Parker, Treasurer

Date

Date