

V NO	INV DT	BTCH#	P.O. NUM	DESCRIPTION	AMOUNT
12019	05/31/19	5845	20190531	PROFESSIONAL FEES	22450.00

DETACH BEFORE DEPOSITING

RETAIN STUB FOR YOUR RECORDS



CITY OF WASHINGTON COURT HOUSE
 105 N. Main Street
 Washington Court House, Ohio 43160
 Phone (740) 636-2340
 FAX (740) 636-2349

TO THE DIRECTOR OF FINANCE
 CITY OF WASHINGTON COURT HOUSE
 GENERAL ACCOUNT
 WASHINGTON C.H., OHIO

MERCHANTS NATIONAL BANK
 WASHINGTON C.H., OH
 56-500/422

No. **112856**
 VOID AFTER 30 DAYS

CHECK NO.	DATE	AMOUNT
0000112856	05/31/19	*****22450.00

PAY: TWENTY TWO THOUSAND FOUR HUNDRED FIFTY AND ----- 00/100 DOLLARS

TO THE ORDER OF: FREDERICK MYERS & REUL LLC (FR155)
 ONE ELIZABETH PLACE
 SUITE 220
 DAYTON OH 45417

NON NEGOTIABLE

V NO INV DT BTCH# P.O. NUM	DESCRIPTION	AMOUNT
12019 05/31/19 5845 20190531	PROFESSIONAL FEES	28700.00
12019 05/31/19 5845 20190531	PROFESSIONAL FEES	19572.08

DETACH BEFORE DEPOSITING

RETAIN STUB FOR YOUR RECORDS



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TO THE DIRECTOR OF FINANCE
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 GENERAL ACCOUNT
 WASHINGTON C.H., OHIO

MERCHANTS
 NATIONAL BANK
 WASHINGTON C.H., OH

56-500/422

No. **112857**

VOID AFTER 30 DAYS

CHECK NO.	DATE	AMOUNT
0000112857	05/31/19	*****48272.08

PAY: FORTY EIGHT THOUSAND TWO HUNDRED SEVENTY TWO AND ----- 02/100 DOLLARS

TO THE ORDER OF: TEENA KEATON (KE100)
 1047 GLENN AVE
 WASHINGTON CH OH 43160

NON NEGOTIABLE

Freking Myers & Reul

ADVOCATES FOR WORKING PEOPLE

Jeffrey M. Silverstein
937-228-3731
jsilverstein@fmr.law

Freking Myers & Reul LLC

www.fmr.law

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Dayton Office:
Jeffrey M. Silverstein

Admitted in Colorado, Kentucky, and Ohio
Admitted in Kentucky and Ohio
Admitted in Colorado

Cincinnati

600 Vine Street, Ninth Floor
Cincinnati, Ohio 45202
(513) 721-1975 Office
(513) 651-2570 Fax

Dayton

One Elizabeth Place, Suite 220
Dayton, Ohio 45417
(937) 228-3731

Denver

999 18th Street, Suite 3000
Denver, Colorado 80202
(303) 357-2355

April 22, 2019

Joseph J. Denen
City Manager
City of Washington Court House
105 North Main Street
Washington Court House, OH 43160

RE: Teena Keaton

Dear Mr. Denen:

Our firm has been retained by Teena Keaton regarding the circumstances that led to her resignation from employment in December 2018.

Ms. Keaton has shared with me the relentless bullying and harassment that she received from Director of Finance, Tom L. Riley for at least the past 20 years. She has described the history of his use of vulgar language, and physical and verbal threats and intimidation. As I understand, the manner in which Mr. Riley treated Ms. Keaton was not unique to her; rather, he has displayed his hostility toward city employees and management at all levels.

In 2015, when Ms. Keaton was diagnosed with cancer, she was less able to endure or confront the harassment by Mr. Riley. It was common knowledge that Mr. Riley would regularly come to work under the influence of alcohol, and by 2017, the stress of working in this toxic environment become untenable.

Ms. Keaton can credibly claim that she retired in December 2018, as a direct consequence of the treatment by Mr. Riley.

Under the circumstances, Ms. Keaton intends to pursue a claim for discrimination based upon age and disability. She can assert a claim for constructive discharge.

Pursuant to Ohio Public Records Law, R.C. §149.43, I request a copy of all documents contained in Mr. Riley's personnel and other files, including performance appraisals and disciplinary records. Also, please provide all of Ms. Keaton's performance appraisals during the course of her employment with the City.

April 22, 2019
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If the City has an interest in discussing resolution of Ms. Keaton's claims, please let me know by April 29, 2019. After that date, I will again review with her those rights and remedies to which she is entitled under the law.

Thank you for your attention to this matter.

Sincerely,

/s/ Jeffrey M. Silverstein

Jeffrey M. Silverstein
JMS/dg
Cc: Ms. Teena Keaton (via email)

Scioto Valley
Guaradian



CITY OF WASHINGTON COURT HOUSE

105 N. Main Street
Washington C.H., Ohio 43160-1330
Phone 740-636-2340
Fax 740-636-2349

File copy

Freking Myers and Reul
Attn: Jeffery M. Silverstein, Esquire
One Elizabeth Place, Suite 220
Dayton Ohio 45417

April 29, 2019

Dear Mr. Silverstein:

I am writing, concerning your letter dated April 22, 2019.

I read said letter on Friday the 26th of April 2019 and telephoned you to advised that I will provide said letter to Mr. Mark Pitstick, Law Director and indicated a willingness to meet with you and your client, per the final paragraph of your letter. Unfortunately, when I telephoned you were not in and I provided a voicemail of said communication

To date, I have not received a communication from you, concerning this matter. I realize that the dates in question are in relatively short succession. I write mainly out of a fear that the voicemail may have not been received. Should this not be the case, I offer my apologies.

If a meeting is desired, I suggest that your client may find your office a more agreeable location for a talk. After Teena retired, Teena expressed a desire for part-time employment with the City. Teena also expressed a desire that said employment not be in the City Building. Therefore, I make the assumption that your office may be more amenable than other possible locations.

Further, I should advise that I would like to bring with me Mr. Mark Pitstick, City Attorney to any talk with you and Teena. I request that you specifically ask Teena if the presence of Mr. Pitstick is not objectionable. I realize this request may be unusual. Nevertheless, I hope that the request is obliged; I have considerable affection for Teena.

Hopefully, the location of your office is relatively easily accessible. Driving in traffic is not a task that I embrace. Mr. Pitstick's presence is twofold, legal and transportation. I hope this letter finds you well and I will look forward to your response.

Continued



CITY OF WASHINGTON COURT HOUSE

105 N. Main Street
Washington C.H., Ohio 43160-1330
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Sincerely,

A handwritten signature in black ink, appearing to read "Joseph J. Denen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Joseph J. Denen
City Manager
City of Washington Court House

JD

CC: Pitstick

Scioto Valley
Guardian

AGREEMENT AND RELEASE

This **Agreement and Release** is entered into between Teena Keaton, her heirs, her estate, executors, successors and assigns, and any other related party for the remainder of this Agreement ("Employee"), and the City of Washington Court House, Ohio and its elected officials, employees, and all other affiliated persons and entities (the "City"), as of the date last written below (the "Effective Date"), for the purpose of resolving all outstanding claims between Employee and the City as follows:

1. **Consideration by the Parties.** The City will make the following payments, totaling \$70,722.08, apportioned as described, or take the following actions:
 - A. Payment to Employee in the amount of \$48,272.08;
 - B. Payment to Freking Myers & Reul, LLC in the amount of \$22,450.00;
 - C. The City will provide a neutral reference letter from the City Manager which will contain Employee's dates and position of employment.

The payment of taxes for the amounts described in the Paragraph 1 are the sole responsibility of the parties receiving such payments.

2. **Nondisclosure.** To the extent allowed by law, the parties agree that the existence of this Agreement and Release and its terms shall remain confidential. Employee shall not disclose the existence of this Agreement and Release or its terms to any person other than her spouse, her attorney, a financial advisor, and/or accountant retained by Employee for the purpose of advising her in that person's professional capacity.
3. **Release and Covenant Not to Sue.**
 - A. Employee agrees to release the City, as defined above, from any and all claims, known or unknown, arising out of the employment relationship, or the termination of the employment relationship, as of the date the parties execute this Agreement and Release. Employee agrees that this Agreement and Release represents full settlement of all claims whatsoever arising out of her employment, or the termination of her employment, by the City with respect to all wages, benefits, benefit plans and the like.

B. Employee further agrees that, to the fullest extent permitted by the law, she will not bring any claim or make any attempt to collect any damages whatsoever from the City for any violation of any federal, state, or local statute, rule, or ordinance, or under any common law theory sounding in tort, contract, or otherwise. This release specifically encompasses, but is not limited to, claims brought under the Age Discrimination in Employment Act, the Americans with Disabilities Act and all amendments thereto, the Rehabilitation Act of 1973, the Civil Rights Act of 1964 (and the 1991 Amendments thereto), the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, and any other federal, state, or local legislation. Employee also releases her rights to any recovery or receipt of compensation or damages awarded as a result of any lawsuit or claims brought or asserted against the City by a third party or any governmental agency.

C. Employee agrees that no charge, suit, or proceeding, administrative or otherwise, has been filed with any agency, commission, court, or other group with respect to her employment or the actions of the City.

4. No Admission of Liability. Nothing in this Agreement and Release shall be construed as an admission of liability by the City for any alleged violation of any of Employee's statutory rights or any common law duty imposed upon the City.
5. Adequate Consideration and Employment/Future Employment. Employee agrees that the consideration provided for by Paragraph 1 of this Agreement and Release is above and beyond any amounts already owed to her and is adequate consideration for all promises and releases contained in this Agreement and Release.
6. Non-waiver. The waiver by either party of a breach of any provision of this Agreement and Release by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

7. **Severability.** Should any provision of this Agreement and Release, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and Release, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.
8. **Entire Agreement.** This Agreement and Release expresses the entire agreement between the parties and can only be modified by a subsequent written agreement between the parties.
9. **Ohio Law and Forum.** This Agreement and Release shall be construed in accordance with the laws of the state of Ohio, except to the extent that federal law preempts those laws. The parties agree that any litigation of any kind between them concerning any part of this Agreement shall only be filed in the state and federal courts located in Fayette County, Ohio, and the parties consent to the exclusive jurisdiction of those courts for this purpose.
10. **Representations and Warranties.** The Employee represents and warrants as follows:
 - A. She has consulted an attorney before signing this Agreement and Release;
 - B. She understands the terms of this Agreement and Release;
 - C. She states that she is under no duress, she is mentally competent to sign this agreement, and lastly is doing so under her own volition.

TO EVIDENCE THEIR AGREEMENT, the parties have executed this document as of the date last written below.

City of Washington Court House, OHIO

By



Teena M Keaton
Print Name: Teena Keaton

Date: June 3, 2019

Joseph J. Darnell
Print Name:

Date: June 5, 19

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