

## SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into and effective this \_\_\_ day of July, 2021 by and between TOTAL SYSTEMS INTEGRATION, INC., an Ohio corporation having its principal place of business located at 601 South Street, Galion, OH 44833 (“TSI”); George J. Dallas, the owner of TSI, in his personal capacity (“Dallas”) (with TSI and Dallas collectively referred to as “Defendants”); and the CELINA CITY SCHOOL DISTRICT BOARD OF EDUCATION (“Board”), which operates a public school district in the State of Ohio (Defendants and the Board collectively referred to as the “Parties”).

**WHEREAS**, a dispute arose between the Board and Defendants over the purchase of and payment for the installation of approved E-Rate services for upgrades to the wireless system at the Board’s schools, which resulted in the Board initiating litigation against Defendants in the Mercer County Common Pleas Court in Case Number 19-CIV-021 (the “Lawsuit”); and

**WHEREAS**, the Board obtained partial summary judgment against TSI on Counts I and V of the Complaint filed in the Lawsuit, and the Court awarded the Board damages of \$96,622.28 for those claims; and

**WHEREAS**, the Board’s remaining claims against Defendants remain pending in the Lawsuit; and

**WHEREAS**, the Parties have mutually agreed to resolve the Lawsuit so as to avoid the expense and inconvenience of further litigation.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1.0 Defendants’ Obligations.** Defendants, jointly and severally, agree to perform the following:

**1.1 Settlement Payment.** Defendants shall pay Ninety-Six Thousand Six Hundred Twenty-Two Dollars and Twenty-Eight Cents (\$96,622.28) (the “Settlement Payment”) to the Board by issuing a check made payable to the Board. Defendants shall provide the Settlement Payment to the Board within ten (10) days of execution of this Agreement.

**1.2 Indemnification.** Defendants hereby represent and warrant that the Settlement Payment is being paid from Defendants’ own funds and that Defendants are the proper persons, to the exclusion of all others, to exert control over such funds. If any person or entity initiates any legal proceeding seeking to reclaim any portion of the Settlement Payment from the Board for any reason, Defendants shall hold the Board harmless from, and indemnify and defend the Board against, any

liability, judgment, legal fees, and other costs and expenses arising from any such legal proceedings, and/or arising directly or indirectly out of the representations, covenants, and warranties made by Defendants in this Agreement.

**1.3 Additional Obligations.** Defendants shall comply with the requirements of this Agreement, including observing and honoring the Waiver & Release below. Defendants further agree to pay any outstanding court costs in the Lawsuit remaining after the Court's application of the Board's original filing fee of Three Hundred Fifty Dollars (\$350.00).

**2.0 The Board's Obligations.** The Board agrees to do the following:

**2.1 Dismissal.** The Board shall file a dismissal of the Lawsuit with prejudice, attached hereto as Exhibit A, with the signature of counsel for all Parties, with Defendants to pay court costs, each party to bear its own attorney fees, and the court to retain jurisdiction over enforcement of this Agreement. The Board will file the dismissal within ten (10) days of receiving both a fully-executed Agreement and the Settlement Payment from Defendants.

**2.2 Additional Obligations.** The Board shall comply with the requirements of this Agreement, including observing and honoring the Waiver & Release below.

**3.0 Waiver & Release.** Except for the promises and provisions, rights, and/or responsibilities set forth in this Agreement and attached Exhibit, the Parties do hereby voluntarily and fully release and forever discharge each other, and their respective owners, officers, directors, managers, employees, agents, and attorneys, from any and all known claims, demands, costs, or actions which the Parties have against each other regarding the claims alleged in the Complaint filed in the Lawsuit. Notwithstanding this Section, the Parties do not waive any claim related to breach of this Agreement, and Defendants expressly agree that their obligation to indemnify the Board as set forth in Section 1.2 above shall not be waived and shall survive any termination of this Agreement.

**4.0 Comprehensive Agreement.** In entering into this Agreement, each of the Parties separately represents that it has relied upon the advice of its own attorney, who is the attorney of its choice, concerning the legal consequences of this Agreement, and that the terms of this Agreement are fully understood and voluntarily accepted by each of the Parties. The Parties agree that this Agreement embodies the entirety of their agreement with respect to settlement as between Defendants and the Board, and supersedes all negotiations, prior discussions, agreements, arrangements, and understandings, written or oral, relating to the subject matter of this Agreement. This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both Parties.

- 5.0 **Additional Documents.** The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- 6.0 **Authority.** The Parties represent and warrant to each other that the individuals who have signed this Agreement have full legal authority to do so, and further, that all lawful conditions precedent to their agreement hereto have been fully accomplished.
- 7.0 **Counterparts.** The Parties agree that this Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.0 **Assignment.** Neither Party may assign or otherwise transfer this Agreement, voluntarily or by operation of law, without the prior written consent of the other Party.
- 9.0 **Governing Law/Venue.** This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Ohio. The County of Mercer, State of Ohio, shall be the sole and exclusive venue for any dispute, litigation, special proceeding, or other proceeding between the parties that may be brought, arise out of or in connection with, or by reason of this Agreement.
- 10.0 **Severability.** Each Section, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the Parties, and continue to be given full force and effect.

WHEREFORE, the Parties hereby affix their hands and seals on the dates set forth below:

**TOTAL SYSTEMS INTEGRATION,  
INC.**

By: George Dallas *George Dallas*  
Its: President  
(Authorized Representative)

Date: 07/12/21

**GEORGE J. DALLAS,  
in his personal capacity**

*George Dallas*  
\_\_\_\_\_  
Date: 07/12/21

**CELINA CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board President

Date: \_\_\_\_\_