

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (hereinafter "Agreement"), effective on the last date signed below, is entered into between **Franklin County Sheriff James Karnes**, on behalf of himself, his employees and agents (in their individual and representative capacities), and his predecessors, and successors, and each of them, jointly and severally (herein singularly and collectively called the "County"), and **Amina Abdi**, on behalf of herself and as administrator of the Estate of Nasir Abdi, and her heirs, executors, guardians, administrators, successors and assigns, and each of them, jointly and severally (herein singularly and collectively called "Ms. Abdi"), who agree to be bound by all of the terms and conditions hereof. The County and Ms. Abdi shall be collectively referred to as "the Parties."

WHEREAS, Ms. Abdi has filed a lawsuit which is captioned *Amina Abdi, Administrator of the Estate of Nasir A. Abdi, v. James Karnes, in his capacity as Sheriff of Franklin County, Ohio*, Case No. C2-06-971, and which is currently pending in the U.S. District Court for the Southern District of Ohio, Eastern Division, and

WHEREAS, the Parties desire to fully and completely resolve, settle and dispose of any and all disputes or claims of whatever kind or nature that Ms. Abdi ever had or may now have against the County, whether known or unknown, with respect to any and all matters between the Parties relating to the above litigation and the events surrounding the shooting of Nasir Abdi on December 28, 2005, and

NOW THEREFORE, the Parties hereto acknowledge and voluntarily agree as follows:

1. The effective date of this Agreement is the date of the last signature below.
2. The County agrees to pay to Ms. Abdi the sum of Five Hundred Thousand (\$500,000.00) Dollars within 10 days of the execution of this Agreement and the adoption of a resolution of the Franklin County Board of Commissioners approving the execution of this Agreement.
3. The County agrees to provide the following training for its employees:
  - a. All Patrol Division and Criminal Division deputies not covered by Paragraphs 3(b) and 3(c) shall be required to have 8 hours of training substantially similar to that currently provided by the City of Columbus Police Department CIT training program. Furthermore, said deputies shall receive Twenty (20) hours of continuing in-service mental health training every three (3) years.
  - b. All members of the Warrants and Extraditions Squad (including those who are reassigned to that squad after a period of absence of greater than two (2) years) shall be required to have 40 hours of training substantially similar to that currently provided by the City of Columbus Police Department CIT training program. Furthermore, such members of the

Warrants and Extraditions Squad shall receive Twenty (20) hours of continuing in-service mental health training every three (3) years.

c. All supervisory, command and dispatch staff in the Patrol and Criminal Divisions shall be required to have 8 hours of training substantially similar to that currently provided by the City of Columbus Police Department CIT training program. Furthermore, said individuals shall receive Ten (10) hours of continuing in-service mental health training every three (3) years.

d. The hours of continuing in-service training need not be accomplished in one session, so long as the total required hours are satisfied at the end of three (3) years.

4. The County shall provide training substantially similar to the City of Columbus Police Department CIT training program to members of a crisis intervention team, who shall be available at all times as a resource to Patrol and Criminal Division deputies. The crisis intervention team may be comprised of the same members as the existing Hostage Negotiating Team. If the members of the crisis intervention team are the same as the Hostage Negotiating Team, the name shall be changed to reflect this expanded role.

5. The County shall establish and maintain a database of contacts with individuals with whom the crisis intervention team and/or the Warrants and Extraditions Squad come into contact, including relevant background information obtained, for use as a resource in the future. The collection of this data shall begin upon the effective date of this Agreement.

6. The County shall provide a report to counsel for Ms. Abdi on the first and second anniversaries of the effective date of this Agreement. The report shall identify the training provided to the deputies, a copy of the course materials, the hours of training provided, and the number of deputies to whom training has been provided, and shall summarize the activities of the Crisis Intervention Team and the status of the above-described database.

7. In consideration of the mutual agreements and covenants set forth herein, Ms. Abdi agrees to fully and forever release, acquit and discharge the Franklin County, Ohio Board of Commissioners, Sheriff James Karnes, and Deputies Everett Hall, Eugene Anderson, Jason Evans, and Michael Wiley, in their official and personal capacities, and any officers, agents or employees thereof, from any and all actions, causes of action, claims and demands of whatsoever kind or nature, which she ever had, now has or may have in the future, on account of any and all known and unknown injuries, losses and damages, including any and all known and unknown claims for attorney fees, incurred as the result of an incident which occurred on or about December 28, 2005, relating to the shooting death of Nasir Abdi and which is or could have been the subject of the litigation captioned *Amina Abdi, Administrator of the Estate of Nasir A. Abdi, v. James Karnes, in his capacity as Sheriff of Franklin County, Ohio*, Case No. C2-06-971, pending in the U.S. District Court for the Southern District of Ohio, Eastern Division.

8. It is further understood and agreed that the acceptance of the aforesaid is in full accord and satisfaction of any and all disputed claims and that such action is not an admission of liability of the County, and may not be used as an admission of liability in any court.

9. Ms. Abdi agrees to dismiss the action known as *Amina Abdi, Administrator of the Estate of Nasir A. Abdi, v. James Karnes, in his capacity as Sheriff of Franklin County, Ohio*, Case No. C2-06-971, pending in the U.S. District Court for the Southern District of Ohio, Eastern Division, with prejudice immediately upon receipt of the sum identified in Paragraph 2, above, subject to the continuing jurisdiction of the Court to enforce the settlement, as specified in paragraph 10, below.

10. The Parties agree that the U.S. District Court for the Southern District of Ohio, Eastern Division, the Honorable Judge Edmund Sargus, shall retain jurisdiction over Amina Abdi, Administrator of the Estate of Nasir A. Abdi, v. James Karnes, in his capacity as Sheriff of Franklin County, Ohio, Case No. C2-06-971, for twenty-five (25) months following the effective date of this Agreement, for the sole purpose of entertaining motions by any party to enforce the terms of this Agreement. The Parties further agree that the party alleging breach in any such motion shall bear the burden of proof, and that, if the Court determines by a preponderance of the evidence that either party has materially breached one or more terms of this agreement, the remedy shall be, in the first instance, an order by the Court that the breaching party comply with the breached term or terms. No other sanction in the nature of a contempt sanction shall be imposed except in the event that the breaching party fails to comply with the Court's remedial order.

12. Following the relinquishment of continuing jurisdiction by the U.S. District Court for the Southern District of Ohio, Eastern Division, the Honorable Judge Edmund Sargus, the terms of this agreement may be enforced only through an action for breach of contract in a court of competent jurisdiction.

13. The Parties agree that the foregoing constitutes the entire agreement among them, and that there exist no other agreements, oral or written, express or implied, relating to any matters covered by this Agreement.

14. The Parties agree that the terms of this Agreement are not confidential and can be introduced in court to enforce the terms of the settlement they reflect.

WHEREFORE, the Parties have read all of the foregoing, understand the same, and agree to all of the provisions contained herein.

AMINA ABDI, ADMINISTRATOR,  
ESTATE OF NASIR ABDI

JAMES KARNES  
SHERIFF, FRANKLIN COUNTY, OHIO

Amina Abdi  
6/16/08

James Karnes  
3 6-18-08