

**SETTLEMENT AGREEMENT AND
WAIVER AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Waiver and Release of All Claims ("Agreement") is made this 6th day of November, 2014, by and between Lisa Wilson ("Wilson") and Robert A. McDonald, Secretary of the United States Department of Veterans Affairs ("VA") (collectively "the parties"). In consideration of their mutual promises, the parties agree as follows:

1. The parties desire to settle all claims and demands that were made or could have been made in the case of *Lisa Wilson v. Robert A. McDonald, Secretary of the VA*, Case No. 1:13-cv-930, United States District Court for the Southern District of Ohio.
2. Wilson claims that the VA discriminated against her in violation of The Rehabilitation Act, 29 U.S.C. § 791, *et seq.* (Rehab Act) (as amended).
3. Wilson and VA agree that this Settlement Agreement shall not constitute an admission of liability or wrongdoing, an admission by the VA of the truth of any allegation or the validity of any claim asserted in Plaintiff's Complaint, or an admission of a violation of any law, rule or regulation by the VA or any of its employees, including but not limited to past and present officials or employees of the VA or the United States of America, nor shall it constitute evidence or an admission by the VA as to any issue of law or fact raised in Plaintiff's Complaint.
4. As of October 2, 2014, Plaintiff's service dog, Beau, is no longer excluded from the VA Medical Center Cincinnati and is permitted on the VA Medical Center property as Plaintiff's service dog, with all the rights privileges accorded public service dogs under local, state, and federal law.
5. VA agrees to pay Wilson the sum of Forty-Four Thousand Three-Hundred Twenty-Eight Dollars and Fifty Cents (\$44,328.50) in settlement of all claims and damages including back pay, compensatory damages, attorneys' fees, costs and all other claims and damages made in or could have been made in Plaintiff's Complaint. It is explicitly understood that Wilson's attorneys' fees and costs shall be paid by her from this settlement amount. VA agrees to undertake all efforts to tender such payments promptly after the receipt of the signed Agreement. Payment will be made payable to Marshall and Morrow LLC, 250 Civic Center Drive, Suite 480, Columbus, Ohio 43215. Wilson and counsel agree to provide the United States Attorneys' Office with information needed to effect an electronic funds transfer from the Department of the Treasury's Judgment Fund. The United States Attorneys' Office will take all reasonable steps to submit the request for electronic transfers of settlement funds in a timely and efficient manner.

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EXHIBIT A

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6. Of the total settlement amount (\$44,328.50), One-Thousand Three-Hundred Twenty-Eight Dollars and Fifty Cents (\$1,328.50) is included to provide for a payment to Circle Tail, Inc. for Plaintiff's service dog to become a certified "covered service dog" pursuant to 38 U.S.C. § 901(f)(1) and (2).¹

7. In exchange for the payment described in Paragraph 5 and 6 above, Wilson agrees not to contest the dismissal of the above lawsuit with prejudice. In addition, Wilson, for herself and her personal representatives, her heirs, successors and assigns, hereby fully releases the United States and its agency, VA, and agrees to hold harmless, VA and any of its current or former employees from any and all claims and causes of actions, known or unknown, which have or could have been asserted by Wilson regarding this matter as of the date of this Agreement, including but not limited to, any such claims or cause-of-action under the Rehab Act.

8. By signing this agreement, Wilson further represents and affirms the following:

- i. She understands this Agreement as written;
- ii. She knowingly and voluntarily agrees that by entering into this Agreement she is waiving any rights to claims under the Rehab Act arising prior to and including the date she executes this Agreement. She does not waive any right or claim under the Rehab Act arising after the date of her execution of this Agreement;
- iii. She waives her rights or claims in exchange for consideration given in this Agreement; and
- iv. She acknowledges that she is fully aware of the right to discuss any and all aspects of this matter with her attorney and has done so prior to signing this Agreement.

9. The parties are represented by counsel and they have consulted with their respective counsel about this Agreement before signing it.

¹ Title 38 U.S.C. § 901(f)(1) and (2) provides that,

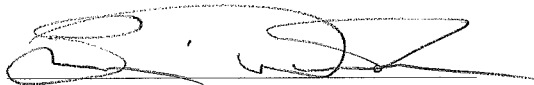
(f)(1) The Secretary [of the VA] may not prohibit the use of a covered service dog in any facility or on any property of the Department or in any facility or on any property that receives funding from the Secretary.

(2) For purposes of this subsection, a covered service dog is a service dog that has been trained by an entity that is accredited by an appropriate accrediting body that evaluates and accredits organizations which train guide or service dogs.

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10. This "Settlement Agreement and Waiver and Release of All Claims" contains the entire agreement of the parties and may only be modified by a subsequent written agreement signed by the same parties.

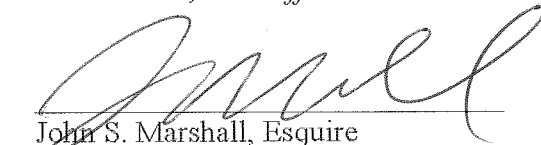
11. It is contemplated that this Agreement may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.



Lisa Wilson, *Plaintiff*

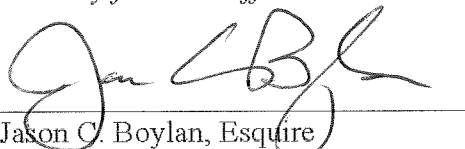
Dated: 11/8/2014

11/07/2014



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Dated: 11/10/14



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Dated: 11/10/14



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*Authorized Representative and Attorney for
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of the United States Department of Veterans Affairs*

Dated: 11/12/2014