

Settlement Agreement and Release of Claims

*City of Columbus et al., v. BCI&I et al.*, Case No. 20CV007256, Franklin County Court of Common Pleas

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**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims ("Agreement") is made and entered into by and between the Parties, Plaintiffs City of Columbus, City of Dayton and Columbus City Attorney Zachary Klein ("Plaintiffs" as defined below) and the Defendants Bureau of Criminal Identification and Investigation ("BCI&I") and Bruce Pijanowski, BCI&I Superintendent ("Defendants" as defined below).

**WHEREAS**, Plaintiffs filed Case No. 20CV007256 now pending before the Franklin County Common Pleas Court.

**WHEREAS**, the Parties desire to resolve any and all disputes relating to Plaintiffs' claims against BCI&I, including, but not limited to, those claims embodied in the above-captioned lawsuit filed in the Franklin County Common Pleas Court.

**WHEREAS**, the Defendants deny all claims as set forth in the First Amended Complaint and further deny that Plaintiffs are entitled to relief.

**WHEREAS**, the voluntary, mutual settlement of this matter represents the Parties' shared desire and goal to optimize Ohio's background check system for the public good. The Parties agree that public resources are better spent in collaboration towards this shared goal rather than in opposing one another in litigation.

**WHEREAS**, the Parties agree that a comprehensive and complete background check system is critical to the safety and security of all Ohioans.

**WHEREAS**, the Parties agree that a critical and indispensable factor in the success of Ohio's background check system is the cooperation and collaboration of essential constituents including clerks of courts, law enforcement, the judiciary, and mental health officials and between the state, its cities and other political subdivisions. This includes strict compliance with Ohio Revised Code Chapter 109 and other laws mandating the reporting of criminal and mental health information for inclusion in the CCH database.

**WHEREAS**, the Parties agree that these essential constituents should have access to appropriate training, guidance and, wherever feasible, resources in order to remove barriers to strict compliance with statutorily mandated reporting requirements.

**WHEREAS**, the Parties agree that Ohio's background check system would be greatly enhanced by regular auditing and enforcement of statutorily mandated reporting requirements.

**WHEREAS**, the Parties agree that the terms and conditions set forth herein are designed to improve the accuracy and completeness of Ohio's background check system.

Exhibit A to Consent Judgment  
Franklin County CP Court  
Case No. 20-CV-7256

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**NOW, THEREFORE**, in consideration of the above referenced principles and mutual agreements set forth herein, the Parties agree as follows:

**I. Parties.** This Agreement is entered into on behalf of, and shall extend to Plaintiffs City of Columbus, City of Dayton, and Columbus City Attorney Zachary Klein and to Defendants Bureau of Criminal Identification and Investigation ("BCI&I") BCI&I Superintendent Bruce Pijanowski, which includes their successors, assigns, officers, directors, employees and agents, both past and present.

**II. Intent.** Except as specifically set forth herein, the Parties wish to bring a complete, final and irreversible end to any and all claims and/or disputes which arise or which could have arisen from Case No. 20CV007256, filed in the Court of Common Pleas, Franklin County, Ohio, and to reach a full and final settlement of all matters and claims, of any nature whatsoever, as of the date of execution of this Agreement.

**III. Terms.** In consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. The Parties understand and agree that, prior to this Agreement, Defendants secured funding to explore and, to the extent feasible, develop a self-service portal through the OHLEG system where reporting agencies can identify and resolve errors and/or omissions in their compliance with mandatory criminal history reporting requirements under state and federal law. Defendants will continue in good faith to develop and implement this self-service portal to the extent feasible.

2. The Parties understand and agree that, as opportunities arise, Defendants may seek and obtain NCHIP grants for distribution to reporting agencies for the purpose of modernizing technology, recovering missing criminal disposition information, and optimizing their abilities to submit criminal history information to BCI&I. Within 90 days after execution of this Agreement and the Final Consent Order and Dismissal With Prejudice, Defendants will create a "Grants Advisory Committee" to make recommendations to the Office of the Ohio Attorney General on the distribution of these funds based on criteria that best address the issues impacting Ohio's background check system. The City of Columbus and the City of Dayton shall each have one seat on the Grants Advisory Committee.

3. The Parties understand and agree that electronic reporting by all reporting agencies is a critical aspect of a comprehensive and accurate CCH system. The Parties will work jointly to attempt to secure funding through grants or other sources to allow reporting agencies to submit criminal history information electronically.

4. The Parties understand and agree that upon completion and full implementation of the self-service portal through the OHLEG system as described in Section III (1) above, Defendants shall implement a publicly accessible dashboard showing the rates

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of compliance by reporting agencies in reporting criminal history information as required by state and federal laws.

5. The Parties understand and agree that Defendants shall explore in good faith whether non-fingerprint verified criminal history information may be made accessible for firearms background checks by the federal National Instant Criminal Background Check System (the "NICS System"), by submitting such offenses that are or may be firearms disqualifiers to the NICS Index, by submitting such offenses to the FBI's Document Disposition File, or via another appropriate channel. This may include, but not be limited to, engaging in partnerships or consultation with other state agencies, the FBI Criminal Justice Information Services (CJIS) Division, the National Consortium of Justice Information and Statistics (SEARCH), and subject matter experts, as necessary.

6. The Parties understand and agree that continued optimization of Ohio's background check system can only be achieved through statewide legislation that provides for: (1) the enforcement of mandatory reporting requirements by reporting agencies; and (2) the regular auditing of reporting agencies on their compliance with mandatory reporting requirements; and (3) other related matters as mutually identified and agreed to by the Parties, including, but not limited to, mandatory electronic reporting of fingerprints to BCI&I and the provision of funding to equip relevant reporting agencies with equipment necessary to collect and report fingerprints electronically. The Parties will cooperate in good faith to support and advocate for appropriate statewide legislation that achieves these goals.

7. The Parties understand and agree that Defendants will make available, no less than quarterly, enhanced training and awareness opportunities to reporting agencies regarding their mandatory reporting requirements and for submission of criminal history information to BCI&I. These training and awareness opportunities shall include, but not be limited to, online, virtual training videos and/or written materials which will be readily available and accessible to all reporting agencies. Defendants shall maintain and update regularly a publicly accessible list of all offenses required to be reported under state and federal law. Defendants will continue to provide individualized advice and guidance to reporting agencies on their mandatory reporting requirements and for submission of criminal history information to BCI&I as necessary and/or upon request.

8. The Parties understand and agree that within seven days of execution of this Agreement, the Parties shall jointly file this Agreement and the attached proposed Final Consent Order and Dismissal With Prejudice. Upon approval by the Court, Case No. 20CV007256 shall be dismissed with prejudice and Plaintiffs shall release Defendants of all claims as set forth below. For a period of three calendar years after execution of this Agreement and the Final Consent Order and Dismissal With Prejudice, Defendants shall submit quarterly progress reports to the Plaintiffs. The Court shall retain jurisdiction over the Parties for the limited purpose of enforcement of the terms and conditions of this Agreement only. Under no circumstances may the Court extend enforcement jurisdiction beyond the agreed to three-year period.

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**IV. Release of All Claims and Dismissal of All Charges and Legal Actions.** Plaintiffs hereby fully and finally release, hold harmless from and against, waive and discharge the Defendants, their (former, current and future) officers, directors, employees, agents, and agencies, of or from any and all claims, actions and causes of actions, suits, debts, liability, demands whatsoever, in law or in equity, which Plaintiffs ever had, may now have, or may hereafter have, whether known or unknown, with respect to the claims set forth in Case No. 20CV007256 concerning the State's background check system.

**V. Complete Dismissal.** Plaintiffs agree that Case No. 20CV007256 shall be dismissed with prejudice as mentioned in Paragraph III(8) above. Once dismissed, Plaintiffs shall not file any action, claim or other lawsuit against Defendants, their (former, current and future) officers, directors, employees, agents, the Office of the Ohio Attorney General, and/or any other agency of the State of Ohio, relating to the allegations, claims and requests for relief related to and/or contained in Case No. 20CV007256. Instead, the Plaintiffs' proper remedy shall be to ask the Court to order compliance with this Agreement. As set forth above, the Court shall retain jurisdiction over the Parties for the limited purpose of enforcement of the terms and conditions of this Agreement only.

**VI. Non-Admission.** The terms set out in this Agreement are a compromise settlement of disputed claims, the validity, existence or occurrence of which is expressly denied by Defendants. Neither the terms nor the Agreement shall be deemed or construed as an admission by Defendants of any wrongful acts whatsoever by or against Defendants or any other person, or entity, nor does any arrangement(s) made with Plaintiffs constitute an acknowledgement of the validity of any claim, charge, liability or cause of action asserted, it being expressly understood that all such claims are in all respects denied by the Defendants.

**VII. Costs and Fees.** The Parties will bear their own costs and attorneys' fees.

**VIII. General Terms.** The Parties to this Agreement represent and affirm that the only consideration for their agreement and execution are the terms stated herein, that no other promise or agreement of any kind has been made to or with any of them by any persons or entity to cause either to execute this Agreement, and that no other compensation, benefits, or prerequisites other than those specified in the foregoing Agreement shall be involved or claimed. This Agreement shall not be interpreted to render Plaintiffs prevailing parties for any purpose, including but not limited to an award of attorney fees under any applicable statute or otherwise. Each Party fully understands the meaning and intent of this Agreement, including but not limited to their final and binding effect. Each Party further acknowledges that before executing this Agreement that they have consulted counsel and that each Party has carefully read and fully understands all of the provisions of the Agreement, and that the execution of the Agreement is a knowing and voluntary act.

**IX. Construction and Severability.** This Agreement shall be construed according to its fair meaning, and not strictly for or against any of the Parties. Should any provision of the Agreement be declared or determined by any court to be illegal or invalid, the validity of the

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remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be part of the Agreement.


This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior discussions, agreements, transmissions or understandings between the Parties or their representatives.

The undersigned Parties state that they have carefully read the foregoing and understand the contents thereof, and that they execute the same as their own free and voluntary act.

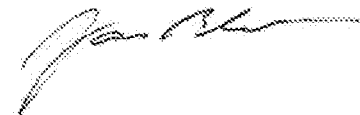
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and date indicated below their respective signatures.

  
Zach Klein on behalf of Himself and the  
City of Columbus

August 1, 2024  
Date

  
Barbara J. Doseck,  
Dayton City Attorney, On behalf of the City of Dayton

7/29/24  
Date

  
Jonathan Blanton, First Assistant Attorney General  
On behalf of Defendants

August 6, 2024  
Date