

**VILLAGE OF NEW LEBANON  
MONTGOMERY COUNTY, OHIO**

**RESOLUTION NO: 2025-05  
BY  
MAYOR DAVID NICKERSON**

**A RESOLUTION APPROVING THE SETTLEMENT OF LEGAL CLAIMS AND AUTHORIZING THE ACTING VILLAGE MANAGER TO EXECUTE A SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND DEMANDS AND INDEMNITY AGREEMENT.**

**WHEREAS**, the Village of New Lebanon is a Defendant to a crossclaim brought by Co-Defendant Josh Farley in a lawsuit initially filed by former Police Chief Hensley in the Montgomery County Court of Common Pleas; and

**WHEREAS**, the parties to the litigation wish to avoid the time and expense of further litigation and have reached a resolution of all matters in dispute, pending approval of this Council; and

**WHEREAS**, the parties have reached a proposed settlement in the amount of fourteen thousand five hundred dollars (\$14,500), which would include the dismissal of all claims asserted by Joshua Farley; and

**WHEREAS**, this settlement is in no way an admission of liability on the part of the Village of New Lebanon; and

**WHEREAS**, the parties have agreed upon a Settlement Agreement and Full Release of All Claims and Demands and Indemnity Agreement document, attached to this Resolution, prepared and approved as to form by the Village's appointed legal counsel to memorialize and finalize the settlement; and

**WHEREAS**, the above described proposed settlement, recommended by the Village's appointed legal counsel would be in the best interest of the Village of New Lebanon.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LEBANON, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

**SECTION I** That Village of New Lebanon Council hereby approves the attached Settlement Agreement and Full Release of All Claims and Demands and Indemnity Agreement and authorize the acting Village Manager to execute the Settlement Agreement and Full Release of All Claims and Demands and Indemnity Agreement in the total amount of ~~fourteen thousand five hundred~~ dollars (\$14,500).

**NEW LEBANON, OHIO  
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**SECTION II** That the Village of New Lebanon Council hereby finds that the settlement is in the best interest of the Village.

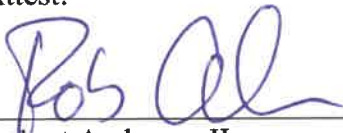
**SECTION III** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.

**SECTION IV** That this Resolution shall take effect immediately upon adoption.

**PASSED this 4<sup>th</sup> day of February 2025.**

  
\_\_\_\_\_  
David Nickerson, Mayor

Attest:

  
\_\_\_\_\_  
Robert Anderson II  
Acting Clerk of Council

  
Date:

**SETTLEMENT AGREEMENT**  
**FULL RELEASE OF ALL CLAIMS AND DEMANDS**  
**AND INDEMNITY AGREEMENT**

KNOW ALL BY THESE PRESENT:

That, JOSHUA FARLEY ("FARLEY") in consideration of the payment of Fourteen Thousand Five Hundred Dollars (\$14,500), being paid to FARLEY receipt and sufficiency of which is hereby acknowledged and releases and discharged, and by these presents does for himself, his spouse, children, heirs, executors, administrators, representatives, beneficiaries, attorneys, agents and assigns, release and forever discharge any lawsuit, cause of action or suit in law or in equity against VILLAGE OF NEW LEBANON, its mayor, members of council, all officials of the Village (including but not limited to Acting Village Manager Robert Anderson, II AND Michael P. McNamee Law Director and Special Counsel), its employees, officers, directors, owners, shareholders, partners, members, trustees, attorneys, volunteers, predecessors, affiliates, parents, divisions, subsidiaries, subscribing underwriters, claim managers, insurers, reinsurers, contract employees, independent contractors, agents, heirs, executors, administrators, representatives, successors, assigns and beneficiaries ("VILLAGE"), who are or may ever become liable, as a result of any and all executive sessions of the Village Council concerning any and all alleged Open Meetings Act violations and any and all claims and damages which were asserted or could have been asserted by FARLEY against the VILLAGE in the case captioned Curtis Hensley v. David Nickerson, et al., Montgomery County Common Pleas Case No. 2024-CV-04329; Montgomery County, Ohio. This Agreement does not release any claims FARLEY has against the Village related to his allegations of unlawful arrests in violation of his constitutional rights and Ohio law or

otherwise release any of his claims filed in the Southern District of Ohio against the Village in *Farley v. Village of Lebanon et al.*, Case No. 3:24-cv-172.

The aforementioned payment of Fourteen Thousand Five Hundred Dollars (\$14,500) [Twelve Thousand Five Hundred Dollars (\$12,500)] shall be paid subject to the approval by the Village Council within thirty (30) days of the executed Settlement Agreement, Full Release of All Claims and Demands and Indemnity Agreement being delivered to Robert H. Stoffers, the attorney for the VILLAGE. The payment of fees will be issued by check to the law firm of Barron, Peck, Bennie & Schlemmer Co LPA. No interest will accrue on the settlement.

As a further consideration for said sum, FARLEY warrants that no promise or agreement not herein expressed has been made; that in executing this Settlement Agreement, Full Release of all Claims and Demands and Indemnity Agreement FARLEY is not relying upon any statement or representation made by the VILLAGE hereby released or the VILLAGE agents, servants or attorneys concerning the nature, extent or duration of the injuries or damages, or concerning any other thing or matter, but is relying solely upon his own judgment and knowledge and that of any legal counsel he has consulted; that the above-mentioned sum is received by FARLEY, in full settlement and satisfaction of all the aforesaid claims and demands; that FARLEY is of legal age and competent to execute this Settlement Agreement, Full Release of all Claims and Demands and Indemnity Agreement, and FARLEY has fully informed himself of its contents and meaning and has consulted with his attorney.

It is understood that FARLEY shall be responsible for any applicable taxes, if any, due relative to the payment received hereunder.

FARLEY hereby warrants and represents to the VILLAGE that he presently holds all rights, title, and interest in his claims and that he has not previously assigned his interests to any party. In the event that FARLEY has assigned his rights or claims to any party, then FARLEY hereby agrees to indemnify the VILLAGE, and agrees to hold it harmless from any claims brought by any party, to recover for the cost of any expense incurred on behalf of FARLEY in connection with the claims described hereinabove.


FARLEY agrees to dismiss with prejudice all claims against the VILLAGE in Curtis Hensley v. David Nickerson, et al., Montgomery County Common Pleas Case No. 2024-CV-04329; Montgomery County, Ohio.

It is expressly understood and agreed by FARLEY that the acceptance of the aforementioned Fourteen Thousand Five Hundred Dollars (\$14,500), being paid to FARLEY and other consideration referenced herein is a full accord and satisfaction of disputed claims and that the payment of the consideration is not an admission of liability.

FARLEY declares that he has read this Settlement Agreement, Full Release of All Claims and Demands and Indemnity Agreement, that he fully understands the terms contained therein, and voluntarily accepts the aforementioned Fourteen Thousand Five Hundred Dollars (\$14,500), being paid to FARLEY and other consideration contained herein for the purpose of making a full and complete compromise, adjustment and settlement of all claims, damages and causes of action referenced herein against the VILLAGE.

WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of  
February, 2025.

**I Have Read and Understand This Settlement Agreement, Full Release of all Claims and Demands and Indemnity Agreement.**

  
\_\_\_\_\_  
JOSHUA FARLEY

Sworn to before me and subscribed in my presence this \_\_\_\_ day of  
February, 2025.

\_\_\_\_\_  
Notary Public