

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release is made and entered into on the last date written below by and between Michael Harwood (“Harwood”) and Iowa State University of Science and Technology (“the University”), on behalf of itself and the Board of Regents, State of Iowa (“the Board of Regents”), and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Harwood is employed as an Associate Vice President for Campus Life with the University;

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them and in facilitating Harwood’s resignation from the University;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute an admission of wrong-doing or any admission of violations of applicable law, rule, or policy by either Party; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm’s length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

1. **Resignation and No Reemployment**. Harwood shall voluntarily resign from his employment with the University effective August 7, 2024. Any accrued but unused vacation time off will be paid out to him upon separation from employment in accordance with University policy. Harwood agrees not to seek or accept employment from the University at any time in the future.

2. **Separation Payment**. As consideration for the terms and conditions set forth in this Agreement, the Parties agree that within thirty (30) days after the last date written below, the University, on behalf of all Released Parties, will pay to Harwood the lump sum of **Forty-five thousand dollars (\$45,000.00)** (“**Separation Payment**”), subject to normal and customary deduction/withholdings payable to Michael Harwood. Harwood acknowledges that such payment is not to be construed as an admission of liability or wrongdoing on the part of any of

the Released Parties, and that all Released Parties expressly deny any such liability or wrongdoing.

3. **Tax Liability.** Harwood shall be solely responsible for any and all taxes payable or owed by him that may be due with respect to the Separation Payment and shall hold the University and the Released Parties harmless and indemnify them from any liability thereon.

4. **Return of Property.** Harwood agrees that within five (5) working days following the last date written below, he shall return to the University any and all documents, files, keys, or other materials, as well as any and all physical equipment, materials, supplies or other property of the University. The Separation Payment set forth in Paragraph 2 above will not be paid until all property is returned and accounted for.

5. **University Housing.** Harwood agrees that within thirty (30) days after the date last written below, he will vacate the University-owned apartment in which he currently resides. Harwood further agrees that he will remove all of his personal belongings from the apartment within this thirty (30) day period and leave the apartment in good condition, absent normal wear and tear.

6. **Harwood's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Harwood agrees, promises, and covenants that neither he, nor any person, organization, or any other entity acting on his behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Parties, including their respective affiliates, successors, officers, directors, employees, agents, current or former students, and representatives, whether in their individual capacity or official capacity, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

7. **Harwood's Full and Comprehensive Release of Claims.** Harwood agrees, on behalf of himself and his heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Parties, including their respective affiliates, successors, officers, directors, employees, agents, current and former students, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Parties, and/or any party released herein, arising out of or related to his employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Parties of any federal, state, or local statutes, ordinances, or common laws, including, but not limited to, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Harwood further waives his right

to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on his behalf arising out of or related to his employment with the University. Harwood further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to his employment with the University.

- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to his employment with the University.

Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Harwood cannot waive and any claims to enforce the terms of this Separation Agreement and Release.

8. **Waiver of Rights under the ADEA.** In consideration of the actions described herein of the Board of Regents and the University, Harwood voluntarily and knowingly waives any and all rights and claims under the ADEA that may exist before the signing of this Agreement. Harwood is hereby advised that he has the right under the ADEA to consult an attorney prior to signing this Agreement (which Harwood has been encouraged to do), that he has a period of at least twenty-one (21) calendar days to consider this Agreement and to the extent that he has signed the Agreement prior to the expiration of that period, he has done so knowingly and voluntarily, and that he is permitted to revoke this Agreement for a period of at least seven (7) calendar days following the signing of this Agreement.

9. **Full and Comprehensive Release of Potential Claims against Harwood; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Harwood of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Harwood's duties and obligations related to his employment with the University and promises and covenants not to file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Harwood. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims or obligations to defend which by law the University cannot waive, and any claims to enforce the terms of this Separation Agreement and General Release.

10. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws or University policies.

11. **Representation of Harwood.** Harwood hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Harwood further agrees to indemnify and hold harmless each of the Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

12. **Harwood Review.** Harwood acknowledges he was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Harwood understands that he may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution. Harwood further acknowledges that the terms of this Agreement were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Harwood represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Harwood further represents that his decision to sign or not sign this Agreement is his own voluntary decision made with full knowledge of its terms.

13. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

14. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

15. **Severability.** Should a court of competent jurisdiction declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby. It is the Parties' intent that the part, term, or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

16. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University, and be reviewed by the Iowa Attorney General, or his designee.


This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

17. **Amendments.** None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.

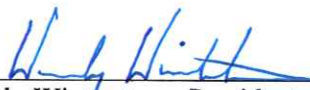
18. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.

**CAREFULLY READ THIS AGREEMENT; BY SIGNING BELOW YOU ARE
RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21)
CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS
AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS
FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE
RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS
SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, Michael Harwood and Iowa State University of Science and Technology, on its own behalf and on behalf of the Board of Regents, have executed the foregoing Separation Agreement and Release.



Michael Harwood
Agreed to on this 14 day of August, 2024.



Wendy Wintersteen, President
Iowa State University of Science and Technology
Agreed to on this 14 day of August, 2024.



Department of Administrative Services

KIM REEVES, GOVERNOR

ADAM STEEN, DIRECTOR

Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution. **If "denied," please return to DAS-Communications.

In the matter of: **JEREMY BURDS** **DAS# 24-0060/ PERB# 102868**

LLS Staff: Andrew Hayes

Agency/Department: **Department of Corrections**

Director's Printed Name: Belen Skinner

Director's Signature:

Date: 9/10/24 Approve: Deny:

Department of Administrative Services

Director's Printed Name: Adam Steen

Director's Signature:

Date: 9/16 Approve: Deny:

Department of Management

Director's Printed Name: Kyria Paulsen

Director's Signature:

Date: 9/11/2024 Approve: Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeff Leterzalek

Reviewer's Signature:

Date: 9/18/24 Reviewed: Redacted:



Routing/Review Approval of Personnel Settlement Agreement

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **After signing, please return to the attention of DAS-Communications in the Hoover Building for routing/final distribution.** If "denied," please return to DAS-Communications.

In the matter of: Michelle Gonzales DAS# 24-0045
LLS Staff: Alex Giller

Agency/Department: Department of Corrections
Director's Printed Name: [Signature]
Director's Signature: [Signature]
Date: 10/9/24 Approve: [X] Deny: []

Department of Administrative Services
Director's Printed Name: Adam Steen
Director's Signature: [Signature]
Date: 10-9-24 Approve: [X] Deny: []

Department of Management
Director's Printed Name: [Signature]
Director's Signature: [Signature]
Date: 10-8-24 Approve: [X] Deny: []

Office of the Attorney General
Reviewed by (Print Name): Jeffrey Peterzalek
Reviewer's Signature: [Signature]
Date: 11/25/2024 Reviewed: [X] Redacted: []

**STATE OF IOWA
AND
AFSCME COUNCIL 61**

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services ("DAS") and the Iowa Department of Corrections ("IDOC"), hereinafter the State, and the American Federation of State, County and Municipal Employees (AFSCME) Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the Grievance No. 24-0045 filed by Michelle Gonzales, hereinafter Grievant.

This agreement constitutes a full and final resolution of the issues that led to the termination of the Grievant's employment on November 3, 2023 with the 5th District - IDOC. In order to resolve Grievance No. 24-0045, the above-listed parties agree to the following:

1. Management agrees to pay Grievant from the date of her termination with the 5th District (November 3, 2023) until her disqualification from DAS (June 28, 2024) in the amount of \$16,881.67. This consists of all backpay owed for that period of time, including raises she would have qualified for as well as vacation payout for vacation that would have been accrued during the time frame identified above.
2. The Grievant agrees that she will not apply for nor will she be eligible for future employment with the State of Iowa.
3. In consideration of the foregoing, the Union will withdraw the above-referenced grievance.
4. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, and no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Union's claim in this appeal.
5. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
6. This Agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
7. This Settlement Agreement is not binding until completely approved in accordance with Iowa Code section 22.13A(4).

APPROVED AS TO FORM

FOR THE STATE:

Alex Giller 26 NOV 2024
Alex Giller Date
Labor & Legal Services Attorney
Iowa Department of Administrative Services

FOR THE UNION:

Adam Swihart 11/25/24
Adam Swihart Date
Union Representative
AFSCME Council 61

Michelle R Dix 11/26/24
Michelle Dix Date
District Director
5th District - Iowa Department of Corrections

Michelle Gonzales 11/25/24
Michelle Gonzales Date
Grievant

BRENNA BIRD
ATTORNEY GENERAL

CHRISTOPHER J. DEIST
ASSISTANT ATTORNEY GENERAL



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DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-7240
Email: christopher.deist@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CIVIL LITIGATION DIVISION

January 6, 2025

Joseph Barry
Iowa Department of Management
State Appeal Board
State Capitol Bldg., Room 12

Re: *Andrew Graham v. Iowa Department of Corrections*
Polk County Case No. LACL157237

Dear Joe,

This matter involves a disability discrimination and retaliation claim under the Iowa Civil Rights Act (“ICRA”) made by Andrew Graham against the Iowa Department of Corrections (“DOC”) related to his termination as a correctional officer at Clarinda Correctional Facility (“CCF”). CCF terminated Graham following progressive discipline for repeated tardiness issues. Graham claims his tardiness issues were caused by sleep medication for post-traumatic stress disorder and that CCF improperly refused to adjust his work schedule as an accommodation. CCF has responded by noting that Graham did not request a shift change as a disability accommodation. Further, CCF noted that Graham only raised “VA-related sleep apnea” attributing to his tardiness during the final investigation into his tardiness. DOC denies Graham’s claims that CCF’s actions violated the ICRA.

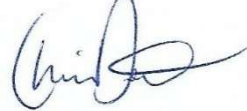
We agreed to settle this lawsuit for the total sum of \$17,500.00. Per the settlement agreement, the State will issue a payroll check to Graham in the amount of \$2,034.23, minus required withholdings and deductions for applicable taxes. Relatedly, please reimburse the DOC \$155.62 for the employer share of FICA taxes. Additionally, please forward to me checks in these amounts:

- 1. Check in the amount of \$8,136.92 payable to:**
Andrew Graham (SSN: [REDACTED])
601 N. 16th Street
Clarinda, IA 51632
- 2. Check in the amount of \$4,455.65 payable to:**
Duff Law Firm, P.L.C. (Tax ID No. [REDACTED])
4090 Westown Parkway, Ste. 102
West Des Moines, IA 50266

3. **Check in the amount of \$2,873.20 payable to:**
Sheriman, Hasso & Wilson Law Firm (Tax ID No. [REDACTED])
111 E. Grand Avenue, Ste. 212
Des Moines, IA 50309

I have attached a copy of the settlement agreement.

Sincerely,



Christopher J. Deist
Assistant Attorney General
(515) 281-7240
Christopher.deist@ag.iowa.gov

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into on the last date written below by and between Andrew Graham (“Graham” or “Plaintiff”) and the Iowa Department of Corrections (“Defendant”) All parties are collectively referred to herein as “the Parties”.

RECITALS

- A. Graham filed a legal action under the Iowa Civil Rights Act against the Iowa Department of Corrections in the Iowa District Court for Polk County (the “Court”), under Polk County Case Number LACL157237. This action is referred to as “the Litigation”. In the Litigation, Graham made claims against the Iowa Department of Corrections and sought damages, and the Iowa Department of Corrections denied all wrongdoing related to Graham’s claims.
- B. The Parties have a mutual interest in amicably resolving any and all disputes between them.
- C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them, including, but not limited to, those differences embodied in the Litigation.
- D. The Parties acknowledge and agree this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party.
- E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arms’ length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

- 1. **Dismissal with Prejudice.** Subsequent to the execution of this Agreement, Graham shall dismiss his Petition in Polk County Case Number LACL157237 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.
- 2. **Graham Releases.**
 - a. **Releasing Parties.** The covenants, waivers, and releases made by Graham (“Releasing Party”) in this Agreement are made by him in his own capacity and on behalf of all persons and entities claiming by, through, or under him or through which he makes his claims including, but not limited to, his heirs, assigns, representatives, executors, and spouse.
 - b. **Released Parties.** The covenants, waivers, and releases of Graham in this Agreement are made to and for the benefit of the State of Iowa, the Iowa Department of Corrections, and all State agencies, departments, officers, directors, affiliates, advisors,

attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the "Released Parties").

- c. **Claims Released.** The claims released through this Agreement shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Graham has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in his lawsuit. Without limiting the preceding sentence, the claims which Graham waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in his lawsuit and shall extend to all claims arising out of or relating to Graham's recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or the Iowa Department of Corrections; and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the lawsuit. Such released claims are collectively referred to as the "Claims."
- d. **Waiver, Release, and Covenant Not to Sue.** Graham irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Graham further covenants that he in his own capacity or through him shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. **Settlement Payment.** Upon satisfaction by Graham of all conditions precedent and as consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, will pay Graham a total gross settlement amount of \$17,500.00 ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- a. The State of Iowa shall pay to Graham a portion of the Settlement Amount in the amount of \$8,136.92, in settlement and compromise for Graham's claims for non-wage compensatory damages. This payment will not be subject to withholding of taxes as the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, "other income") to be issued to Graham for this amount.
- b. The State of Iowa shall pay to Graham a portion of the Settlement Amount in the amount of \$2,034.23, less applicable taxes, withholdings, or deductions, in settlement and compromise for Graham's claims for lost wages and benefits. The State of Iowa shall cause an IRS Form W-2 to be issued to Graham for this amount.
- c. The State of Iowa shall pay to Duff Law Firm, P.L.C. a portion of the Settlement Amount in the amount of \$4,455.65, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is

tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10, "Gross Proceeds to Attorney") to be issued to Duff Law Firm, P.L.C.

- d. The State of Iowa shall pay to Sherinian, Hasso & Wilson Law Firm a portion of the Settlement Amount in the amount of \$2,873.20, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10, "Gross Proceeds to Attorney") to be issued to Sherinian, Hasso & Wilson Law Firm.

Graham acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the Released Parties, and that the Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code § 8A.504 and/or Iowa Code § 421.65.

4. **Tax Liability.** Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on the payments described herein and shall hold each other harmless and indemnify them from any liability thereon.

5. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

6. **Severability.** Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission of liability by the Released Parties that they engaged in any acts against Graham in violation of any federal, state or local law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The terms of this Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Agreement. All representations, warranties, and indemnities under this Agreement shall survive the termination, expiration, and performance thereof.

9. **Public Record.** The parties acknowledge that this Agreement is a public record, pursuant to Iowa Code Chapter 22.

10. **Required Approvals.** The Parties acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved by the Director of the Iowa Department of Management, the

Director of the Iowa Department of Administrative Services, and the Director of the Iowa Department of Corrections. The Parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement, and payment of the funds is contingent on such approval. The Attorney General's Office has reviewed and will recommend approval of this Agreement.

11. Representation of Graham. Graham hereby represents and warrants that he (a) has authority to enter into this Agreement; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in his lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Graham further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 11.

12. Reasonable Time to Consider. Graham understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Agreement and to be bound by its terms. Graham further acknowledges that the terms of this Agreement were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Graham represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Graham further represents that his decision to sign or not to sign this Agreement is his own voluntary decision made with full knowledge of its terms.

13. Counterparts. This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

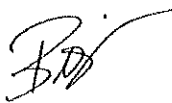
PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Graham and the Iowa Department of Corrections, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

ON BEHALF OF DEFENDANT:

Signed by:
By: Andy Graham
60066AFCE00412...
Andrew Graham

By: 
Beth Skinner
Director
Iowa Department of Corrections

Date: 12/30/2024

Date: 12/20/2024

BRENNA BIRD
ATTORNEY GENERAL
JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL


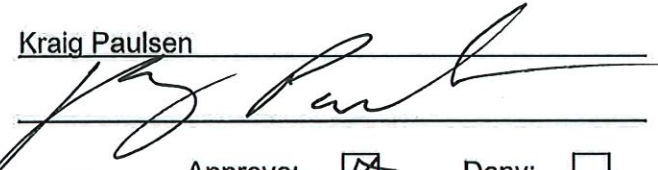




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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

Review of Personnel Settlement Agreement for the State Appeal Board

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of Jeff Peterzalek, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: <u>Andrew Graham v. Iowa Department of Corrections</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Adam Steen</u>
Director's Signature:	
Date: <u>12.7.24</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	
Date: <u>1-2-25</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Corrections</u>
Director's Printed Name:	<u>Beth Skinner</u>
Director's Signature:	
Date: <u>12/20/2024</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	
Date: <u>1/6/2025</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

BRENNA BIRD
ATTORNEY GENERAL

CHRISTOPHER J. DEIST
ASSISTANT ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-7240
Email: christopher.deist@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CIVIL LITIGATION DIVISION

January 6, 2025

Joseph Barry
Iowa Department of Management
State Appeal Board
State Capitol Bldg., Room 12

Re: *Amy Williamson v. State of Iowa*
Polk County Case No. LACL155485

Dear Joe,

This matter involves a disability discrimination and retaliation claim under the Iowa Civil Rights Act (“ICRA”) made by Amy Williamson against the State of Iowa, related to Williamson’s former employment as a Deputy Director within the Iowa Department of Education (“DE”). Williamson alleged that DE leadership, including the then-Director, was aware Williamson suffered from chronic health conditions that qualified as disabilities under the ICRA and took adverse employment actions against her as a result. Similarly, Williamson alleged she raised a series of internal and external protected complaints against what she perceived to be unlawful, discriminatory, or retaliatory policies and practices by Human Resources staff within the DE and the Department of Administrative Services against disabled DE employees or DE employees who used sick or FMLA leave. Williamson claimed that in response to these complaints, the DE eroded her authority as Deputy Director and then formally “decimated” her position when the then-Director reorganized the DE in February 2022. The DE denied Williamson’s characterization of these events, holding that Williamson’s issues simply amounted to disagreement with the Director’s reorganization decisions, including the centralization of HR and personnel functions under the DE Chief of Staff position. The stated goal of these changes was to improve consistency, fairness, and adherence to DE and DAS personnel policies, as well as reflect the increased duties and responsibilities the DE took on because of the COVID-19 pandemic.

We agreed to settle this lawsuit for the total sum of \$440,000.00. Per the settlement agreement, the State will issue a payroll check to Williamson in the amount of \$59,054.74, minus required withholdings and deductions for applicable taxes. Additionally, please reimburse the Department of Education \$4,517.68 for the employer share of FICA taxes. Finally, please also forward to me checks in these amounts:

- 1. Check in the amount of \$200,000 payable to:**
Amy Williamson (SSN: [REDACTED])
701 SE 4th Street
Grimes, IA 50111

- 2. Check in the amount of \$180,945.26 payable to:**
Fiedler Law Firm, P.L.C. (Tax ID No. [REDACTED])
8831 Windsor Parkway
Johnston, IA 50131

I have attached a copy of the settlement agreement.

Sincerely,



Christopher J. Deist
Assistant Attorney General
(515) 281-7240
christopher.deist@ag.iowa.gov

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into on the last date written below by and between Amy Williamson ("Williamson" or "Plaintiff") and the State of Iowa ("Defendant") and its current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively with the State of Iowa, "the Released Parties"). All parties are collectively referred to herein as "the Parties".

RECITALS

- A. Williamson filed a legal action under the Iowa Civil Rights Act against the State of Iowa in the Iowa District Court for Polk County (the "Court"), under Polk County Case Number LACL155485. This action is referred to as "the Litigation". In the Litigation, Williamson made claims against the State and sought damages, and the State of Iowa denied all wrongdoing related to Williamson's claims.
- B. The Parties have a mutual interest in amicably resolving any and all disputes between them.
- C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them, including, but not limited to, those differences embodied in the Litigation.
- D. The Parties acknowledge and agree this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party.
- E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arms' length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

1. **Dismissal with Prejudice.** Upon her receipt of the Settlement Payment, Williamson shall dismiss her Amended Petition in Polk County Case Number LACL155485 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.
2. **Williamson Releases.**
 - a. **Releasing Parties.** The covenants, waivers, and releases made by Williamson ("Releasing Party") in this Agreement are made by her in her own capacity and on behalf of all persons and entities claiming by, through, or under her or through which she makes her claims including, but not limited to, her heirs, assigns, representatives, executors, and spouse.
 - b. **Released Parties.** The covenants, waivers, and releases of Williamson in this Agreement are made to and for the benefit of the State of Iowa, the Iowa Department

Education, and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the "Released Parties").

- c. **Claims Released.** The claims released through this Agreement shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Williamson has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in her lawsuit. Without limiting the preceding sentence, the claims which Williamson waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in her lawsuit and shall extend to all claims arising out of or relating to Williamson's recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or the Iowa Department of Education; and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the lawsuit. Such released claims are collectively referred to as the "Claims."
 - d. **Waiver, Release, and Covenant Not to Sue.** Williamson irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability or expense, including attorneys' fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Williamson further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.
3. **Settlement Payment.** Upon satisfaction by Williamson of all conditions precedent and as consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, will pay Williamson a total gross settlement amount of \$440,000.00 ("Settlement Amount"). The Settlement Amount is more fully described as follows:
- a. The State of Iowa shall pay to Williamson a portion of the Settlement Amount in the amount of \$200,000.00, in settlement and compromise for Williamson's claims for non-wage compensatory damages. This payment will not be subject to withholding of taxes as the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, "other income") to be issued to Williamson for this amount.
 - b. The State of Iowa shall pay to Williamson a portion of the Settlement Amount in the amount of \$59,054.74, less applicable taxes, withholdings, or deductions, in settlement and compromise for Williamson's claims for lost wages and benefits. The State of Iowa shall cause an IRS Form W-2 to be issued to Williamson for this amount.
 - c. The State of Iowa shall pay to Fiedler Law Firm, P.L.C. a portion of the Settlement Amount in the amount of \$180,945.26, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is

tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10, "Gross Proceeds to Attorney") to be issued to Fiedler Law Firm, P.L.C.

Williamson acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the Released Parties, and that the Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code § 8A.504 and/or Iowa Code § 421.65.

4. **Tax Liability.** Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on the payments described herein and shall hold each other harmless and indemnify them from any liability thereon.

5. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

6. **Severability.** Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission of liability by the Released Parties that they engaged in any acts against Williamson in violation of any federal, state or local law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The terms of this Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Agreement. All representations, warranties, and indemnities under this Agreement shall survive the termination, expiration, and performance thereof.

9. **Public Record.** The parties acknowledge that this Agreement is a public record, pursuant to Iowa Code Chapter 22.

10. **Required Approvals.** The Parties acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of the Iowa Department of Education. The Parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement, and payment of the funds is contingent on such approval. The Attorney General's Office has reviewed and will recommend approval of this Agreement.

11. Representation of Williamson. Williamson hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in her lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Williamson further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 11.

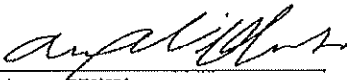
12. Reasonable Time to Consider. Williamson understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Agreement and to be bound by its terms. Williamson further acknowledges that the terms of this Agreement were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Williamson represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Williamson further represents that her decision to sign or not to sign this Agreement is her own voluntary decision made with full knowledge of its terms.

13. Counterparts. This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.

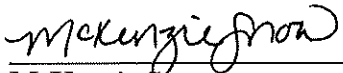
IN WITNESS WHEREOF, and intending to be legally bound hereby, Williamson and the Iowa Department of Education, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: 
Amy Williamson

Date: December 30, 2024

ON BEHALF OF DEFENDANT:

By: 
McKenzie Snow
Director
Iowa Department of Education

Date: 1/3/2025

BRENNA BIRD
ATTORNEY GENERAL
JEFF
DEPUTY ATTORNEY GENERAL



HOOVER BUILDING, 2ND
FLOOR
1305 E. WALNUT ST.
DES MOINES, IA 50319

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

Review of Personnel Settlement Agreement for the State Appeal Board

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of Jeff Peterzalek, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: <u>Amy Williamson v. State of Iowa</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Adam Steen</u>
Director's Signature:	<u></u>
Date: <u>1.2.25</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	<u></u>
Date: <u>1-2-25</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Education</u>
Director's Printed Name:	<u>McKenzie Snow</u>
Director's Signature:	<u></u>
Date: <u>1/3/2025</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u></u>
Date: <u>1/6/2025</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

BRENNA BIRD
ATTORNEY GENERAL

CHRISTOPHER J. DEIST
ASSISTANT ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-7240
Email: christopher.deist@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
CIVIL LITIGATION DIVISION

February 24, 2025

Joseph Barry
Iowa Department of Management
State Appeal Board
State Capitol Bldg., Room 12

Re: *Diane Hughes v. State of Iowa, Iowa Dept. of Corrections*
Jones County Case No. LACV007394

Dear Joe,

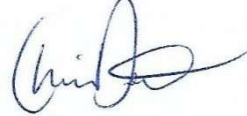
This matter involves a gender discrimination and retaliation claim under the Iowa Civil Rights Act (“ICRA”) made by Diane Hughes against the State of Iowa and Iowa Department of Corrections (“DOC”), related to Hughes’ former employment as a production technician within Iowa Prison Industries (“IPI”) at Anamosa State Penitentiary (“ASP”). Hughes alleged that she suffered disparate and hostile treatment by the former IPI plant manager at ASP, Al Reiter, in the form of selective enforcement of DOC work rules and policies. Hughes also claimed Reiter and others within ASP leadership refused to provide her with necessary training and equipment. This led to her resignation in lieu of termination on August 7, 2019. The DOC denied Hughes’ claims, rejecting her unsubstantiated assertion of disparate enforcement of work rules and policies among IPI staff at ASP. Instead, the DOC noted that it followed the progressive discipline process with Hughes and had just cause to proceed with termination. The case was scheduled for a seven-day jury trial starting February 18, 2025.

We agreed to settle this lawsuit for the total sum of \$100,000.00. Per the settlement agreement, the State will issue a payroll check to Hughes in the amount of \$15,291.45, minus required withholdings and deductions for applicable taxes. Additionally, please reimburse the Department of Corrections \$1,169.80 for the employer share of FICA taxes. Finally, please also forward to me checks in these amounts:

- 1. Check in the amount of \$41,917.10 payable to:**
Diane Hughes (SSN: [REDACTED])
502 N Linn Street #A
Anamosa, IA 52305
- 2. Check in the amount of \$42,791.45 payable to:**
Newkirk Zwagerman, P.L.C. (Tax ID No. [REDACTED])
521 E. Locust Street, Ste. 300
Des Moines, IA 50309

I have attached a copy of the settlement agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Deist", with a stylized flourish at the end.

Christopher J. Deist
Assistant Attorney General
(515) 281-7240
christopher.deist@ag.iowa.gov

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into on the last date written below by and between Diane Hughes (“Hughes” or “Plaintiff”) and the State of Iowa and Iowa Department of Corrections (“Defendants”) and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives. All parties are collectively referred to herein as “the Parties”.

RECITALS

- A. Hughes filed a legal action under the Iowa Civil Rights Act against the State of Iowa and Iowa Department of Corrections in the Iowa District Court for Jones County (the “Court”), under Jones County Case Number LACV007394. This action is referred to as “the Litigation”. In the Litigation, Hughes made claims against the Defendants and sought damages, and the Defendants denied all wrongdoing related to Hughes’ claims.
- B. The Parties have a mutual interest in amicably resolving any and all disputes between them.
- C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them, including, but not limited to, those differences embodied in the Litigation.
- D. The Parties acknowledge and agree this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party.
- E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arms’ length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

1. **Dismissal with Prejudice.** Subsequent to the execution of this Agreement, Hughes shall dismiss her Petition in Jones County Case Number LACV007394 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.
2. **Hughes Releases.**
 - a. **Releasing Parties.** The covenants, waivers, and releases made by Hughes (“Releasing Party”) in this Agreement are made by her in her own capacity and on behalf of all persons and entities claiming by, through, or under her or through which she makes her claims including, but not limited to, her heirs, assigns, representatives, executors, and spouse.
 - b. **Released Parties.** The covenants, waivers, and releases of Hughes in this Agreement are made to and for the benefit of the State of Iowa, the Iowa Department Corrections,

and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the “Released Parties”).

- c. **Claims Released.** The claims released through this Agreement shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Hughes has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in her lawsuit. Without limiting the preceding sentence, the claims which Hughes waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in her lawsuit and shall extend to all claims arising out of or relating to Hughes’s recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or the Iowa Department of Corrections; and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys’ fees, costs, and disbursements arising out of or relating to the lawsuit. Such released claims are collectively referred to as the “Claims.”
- d. **Waiver, Release, and Covenant Not to Sue.** Hughes irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability or expense, including attorneys’ fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Hughes further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. **Settlement Payment.** Upon satisfaction by Hughes of all conditions precedent and as consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, will pay Hughes a total gross settlement amount of \$100,000.00 (“Settlement Amount”). The Settlement Amount is more fully described as follows:

- a. The State of Iowa shall pay to Hughes a portion of the Settlement Amount in the amount of \$41,917.10, in settlement and compromise for Hughes’s claims for non-wage compensatory damages. This payment will not be subject to withholding of taxes as the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, “other income”) to be issued to Hughes for this amount.
- b. The State of Iowa shall pay to Hughes a portion of the Settlement Amount in the amount of \$15,291.45, less applicable taxes, withholdings, or deductions, in settlement and compromise for Hughes’s claims for lost wages and benefits. The State of Iowa shall cause an IRS Form W-2 to be issued to Hughes for this amount.
- c. The State of Iowa shall pay to Newkirk Zwagerman, P.L.C. a portion of the Settlement Amount in the amount of \$42,791.45, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is

tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10, “Gross Proceeds to Attorney”) to be issued to Newkirk Zwagerman, P.L.C.

Hughes acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the Released Parties, and that the Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code § 8A.504 and/or Iowa Code § 421.65.

4. **Tax Liability.** Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on the payments described herein and shall hold each other harmless and indemnify them from any liability thereon.

5. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

6. **Severability.** Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission of liability by the Released Parties that they engaged in any acts against Hughes in violation of any federal, state or local law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The terms of this Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Agreement. All representations, warranties, and indemnities under this Agreement shall survive the termination, expiration, and performance thereof.

9. **Public Record.** The parties acknowledge that this Agreement is a public record, pursuant to Iowa Code Chapter 22.

10. **Required Approvals.** The Parties acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of the Iowa Department of Corrections. The Parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement, and payment of the funds is contingent on such approval. The Attorney General’s Office has reviewed and will recommend approval of this Agreement.

11. Representation of Hughes. Hughes hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in her lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Hughes further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 11.


12. Reasonable Time to Consider. Hughes understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Agreement and to be bound by its terms. Hughes further acknowledges that the terms of this Agreement were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Hughes represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Hughes further represents that her decision to sign or not to sign this Agreement is her own voluntary decision made with full knowledge of its terms.

13. Counterparts. This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.


IN WITNESS WHEREOF, and intending to be legally bound hereby, Hughes and the Iowa Department of Corrections, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: 
[Diane Hughes \(Feb 17, 2025 11:42 CST\)](#)
Diane Hughes

Date: Feb 17, 2025

ON BEHALF OF DEFENDANTS:

By: 
Beth Skinner
Director
Iowa Department of Corrections

Date: 2/17/2025

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL



HOOVER BUILDING, 2ND FLOOR
1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

Review of Personnel Settlement Agreement for the State Appeal Board

Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of Jeff Peterzalek, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: <i>Diane Hughes v. State of Iowa, Iowa Dept. of Corrections</i>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Adam Steen</u>
Director's Signature:	<u><i>Adam Steen</i></u>
Date: <u>2.20.25</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	<u><i>Kraig Paulsen</i></u>
Date: <u>2-18-25</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Department of Corrections</u>	
Director's Printed Name:	<u>Beth Skinner</u>
Director's Signature:	<u><i>BS</i></u>
Date: <u>2/13/2025</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u><i>Jeff Peterzalek</i></u>
Date: <u>2/24/2025</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into on the last date written below by and between Diane Hughes (“Hughes” or “Plaintiff”) and the State of Iowa and Iowa Department of Corrections (“Defendants”) and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives. All parties are collectively referred to herein as “the Parties”.

RECITALS

- A. Hughes filed a legal action under the Iowa Civil Rights Act against the State of Iowa and Iowa Department of Corrections in the Iowa District Court for Jones County (the “Court”), under Jones County Case Number LACV007394. This action is referred to as “the Litigation”. In the Litigation, Hughes made claims against the Defendants and sought damages, and the Defendants denied all wrongdoing related to Hughes’ claims.
- B. The Parties have a mutual interest in amicably resolving any and all disputes between them.
- C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them, including, but not limited to, those differences embodied in the Litigation.
- D. The Parties acknowledge and agree this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party.
- E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arms’ length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

- 1. **Dismissal with Prejudice.** Subsequent to the execution of this Agreement, Hughes shall dismiss her Petition in Jones County Case Number LACV007394 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.
- 2. **Hughes Releases.**
 - a. **Releasing Parties.** The covenants, waivers, and releases made by Hughes (“Releasing Party”) in this Agreement are made by her in her own capacity and on behalf of all persons and entities claiming by, through, or under her or through which she makes her claims including, but not limited to, her heirs, assigns, representatives, executors, and spouse.
 - b. **Released Parties.** The covenants, waivers, and releases of Hughes in this Agreement are made to and for the benefit of the State of Iowa, the Iowa Department Corrections,

and all State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, as well as current and former employees (collectively, the “Released Parties”).

- c. **Claims Released.** The claims released through this Agreement shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Hughes has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in her lawsuit. Without limiting the preceding sentence, the claims which Hughes waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in her lawsuit and shall extend to all claims arising out of or relating to Hughes’s recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or the Iowa Department of Corrections; and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys’ fees, costs, and disbursements arising out of or relating to the lawsuit. Such released claims are collectively referred to as the “Claims.”
- d. **Waiver, Release, and Covenant Not to Sue.** Hughes irrevocably and unconditionally releases, waives, acquits, and forever discharges all Released Parties from the Claims and agrees to hold them harmless from any cost, liability or expense, including attorneys’ fees, costs, and expenses, arising from or related to any action hereafter which asserts any of the Claims. Hughes further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. **Settlement Payment.** Upon satisfaction by Hughes of all conditions precedent and as consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, will pay Hughes a total gross settlement amount of \$100,000.00 (“Settlement Amount”). The Settlement Amount is more fully described as follows:

- a. The State of Iowa shall pay to Hughes a portion of the Settlement Amount in the amount of \$41,917.10, in settlement and compromise for Hughes’s claims for non-wage compensatory damages. This payment will not be subject to withholding of taxes as the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, “other income”) to be issued to Hughes for this amount.
- b. The State of Iowa shall pay to Hughes a portion of the Settlement Amount in the amount of \$15,291.45, less applicable taxes, withholdings, or deductions, in settlement and compromise for Hughes’s claims for lost wages and benefits. The State of Iowa shall cause an IRS Form W-2 to be issued to Hughes for this amount.
- c. The State of Iowa shall pay to Newkirk Zwagerman, P.L.C. a portion of the Settlement Amount in the amount of \$42,791.45, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is

tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10, "Gross Proceeds to Attorney") to be issued to Newkirk Zwagerman, P.L.C.

Hughes acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs, and are not to be construed as an admission of liability or wrongdoing on the part of the Released Parties, and that the Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code § 8A.504 and/or Iowa Code § 421.65.

4. **Tax Liability.** Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on the payments described herein and shall hold each other harmless and indemnify them from any liability thereon.

5. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

6. **Severability.** Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission of liability by the Released Parties that they engaged in any acts against Hughes in violation of any federal, state or local law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. The terms of this Agreement are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Agreement. All representations, warranties, and indemnities under this Agreement shall survive the termination, expiration, and performance thereof.

9. **Public Record.** The parties acknowledge that this Agreement is a public record, pursuant to Iowa Code Chapter 22.

10. **Required Approvals.** The Parties acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of the Iowa Department of Corrections. The Parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement, and payment of the funds is contingent on such approval. The Attorney General's Office has reviewed and will recommend approval of this Agreement.

11. **Representation of Hughes.** Hughes hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in her lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Hughes further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 11.


12. **Reasonable Time to Consider.** Hughes understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Agreement and to be bound by its terms. Hughes further acknowledges that the terms of this Agreement were negotiated by her, through her legal counsel, over a sufficient period of time so that she now has carefully read and fully understands and accepts the terms contained in this Agreement and their legal effect. Hughes represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Hughes further represents that her decision to sign or not to sign this Agreement is her own voluntary decision made with full knowledge of its terms.

13. **Counterparts.** This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED.


IN WITNESS WHEREOF, and intending to be legally bound hereby, Hughes and the Iowa Department of Corrections, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: 
Diane Hughes (Feb 17, 2025 11:42 CST)
Diane Hughes

Date: Feb 17, 2025

ON BEHALF OF DEFENDANTS:

By: 
Beth Skinner
Director
Iowa Department of Corrections

Date: 2/17/2025