

BRENNA BIRD
ATTORNEY GENERAL

CHAD D. BRAKHAHN
ASSISTANT ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-0176
Email: chad.brakhahn@ag.iowa.gov
www.iowaattorneygeneral.gov

July 23, 2025

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

Re: Kristine Sickles v. University of Iowa Hospitals and Clinics
Case No. LACV084676, Iowa District Court for Johnson County

Dear Mr. Barry,

This matter involves claims by Kristine Sickles (“Sickles”) against University of Iowa Hospitals and Clinics (“UIHC”) related to Sickles’ employment as Lead Medical Assistant II for UIHC.

Since 2017, Sickles has had intermittent leave under the FMLA. Plaintiff alleges on August 12, 2021, she was subjected to threatening comments by a co-worker, which Sickles claims were motivated by Sickles’ disability and requests for use of FMLA leave. Sickles claims that on September 1, 2021, her co-worker falsely reported Sickles to supervisors for yelling at a student-employee, for which Sickles was reprimanded. Sickles states she attempted suicide on September 1, 2021, due to treatment she experienced at work. She claims UIHC required her to provide documentation for further FMLA leave and informed her coworkers of her FMLA leave. On September 5, 2021, Sickles applied for a position as MA II in a different part of the hospital, which she started on November 1, 2021. Sickles alleges her pay was reduced and job duties changed due to her being forced to accept a different position.

Plaintiff asserted claims for Violation of Rights under Family and Medical Leave Act of 1993 (Count I), Violation of Iowa Code chapter 216—Disability Discrimination (Count II), Violation of Iowa Code chapter 216—Hostile Work Environment (Count III), and Violation of Iowa Code chapter 216—Retaliation (Count IV). Plaintiff dismissed Counts I and II, and the Court granted summary judgment in favor of UIHC on Count IV. A four-day jury trial for Plaintiff’s remaining claim for Violation of Iowa Code chapter 216—Hostile Work Environment (Count III) was scheduled to begin on May 6, 2025.

The Parties agreed to settle this matter for the total amount of \$5,000.00, which includes \$3,000.00 to Sickles and \$2,000.00 to Sickles’ law firm,

Community Law Office, PLLC. In order to complete the settlement, I request checks in the following amounts:

1. Check in the amount of \$3,000.00 payable to:
Kristine Sickles (SSN: [REDACTED])
1402 Crescent Street
Iowa City, IA 52240
2. Check in the amount of \$2,000.00 payable to:
Community Law Office, PLLC (Tax ID No. [REDACTED])
87 16th Avenue SW
Cedar Rapids, IA 52404

I have attached a copy of the settlement agreement, for your information.

Sincerely,



Chad D. Brakhahn
Assistant Attorney General
(515)281-0176
chad.brakhahn@ag.iowa.gov

Enclosures: Settlement Agreement and Release



Sherry Bates, President, Scranton
 Greta Rouse, President Pro Tem, Emmetsburg
 David R. Barker, PhD, Iowa City
 Robert Cramer, Adel
 Nancy Dunkel, Dyersville
 Lucy Gipple, New Sharon
 Christine Hensley, Des Moines
 JC Risewick, Johnston
 Kurt Tjaden, Bettendorf

Mark J. Braun, EdD, Executive 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 BOR – General Counsel.**** If "denied," please return to BOR – General Counsel.

In the matter of: *Kristine Sickles v. University of Iowa Hospitals and Clinics*

Institutional Staff: Kyle Fogt, Deputy Counsel

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Peterzalek, Deputy Attorney General for Civil Litigation

Reviewer's Signature: *Jeff Peterzalek*

Date: 7/23/25

Reviewed: ☒

Redacted: ☐

Institution: State University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson, PhD

Institutional Head's Signature: *Barbara J. Wilson*

Date: 7/21/25

Approve: ☒

Deny: ☐

Board of Regents

Executive Director's Printed Name: Mark Braun

DocuSigned by:

Executive Director's Signature: *Mark Braun*

FE898DCFCBED45B...

Date: 7/23/2025

Approve: ☒

Deny: ☐

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made and entered into by and between Kristine Sickles (“Sickles” or “Plaintiff”) and the University of Iowa Hospitals and Clinics (“UIHC”). All parties are collectively referred to herein as “the Parties”.

RECITALS

- A. Sickles filed a legal action against UIHC in the Iowa District Court for Johnson County (the “Court”), under Johnson County Case Number LACV084676. This action is referred to as “the Litigation”. In the Litigation, Sickles made claims against UIHC and sought damages, and UIHC denied all wrongdoing related to Sickles’ 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. Settlement Payment. As consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, as defined in Paragraph 4, below, will pay a total gross settlement amount of \$5,000.00 (“Settlement Amount”). The Settlement Amount is more fully described as follows:

- a. The State of Iowa shall pay to Sickles a portion of the Settlement Amount in the amount of \$3,000.00, in settlement and compromise for Sickles’ claims for non-wage compensatory damages. 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 3, “other income”) to be issued to Sickles for this amount.
- b. The State of Iowa shall pay to Community Law Office, PLLC a portion of the Settlement Amount in the amount of \$2,000.00, 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 Community Law Office, PLLC.

Sickles 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 § 421.65.

2. Dismissal with Prejudice. Upon her receipt of the Settlement Payment, Sickles shall dismiss all claims asserted in Johnson County Case Number LACV084676 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.

3. 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.

4. Full and Comprehensive Release. Sickles, by and on behalf of herself and her predecessors and successors in interest, including without limitation all persons and entities claiming by, through, or under her, or through which she makes her claims, (collectively, the “Releasing Parties”) hereby releases and forever discharges UIHC and the State of Iowa, including without limitation all of their current and former agencies, departments, divisions, subsidiaries, and affiliates, and any of their officers, directors, employees, advisors, attorneys, agents, representatives, predecessors, successors, and assigns (collectively, the “Released Parties”) from any and all manner of actions, suits, claims, damages, judgments, levies, executions, demands, costs, expenses, and liabilities, liquidated or unliquidated, fixed or contingent, direct or indirect, known or unknown, whether in contract, tort, or otherwise, which any of the Releasing Parties ever had, has, or could have against any Released Party related to or arising out of the Litigation, including without limitation Sickles relationship with the Released Parties and matters or allegations which are the subject matter of the Litigation, including but not limited to any claims arising from any alleged violation by the Released Parties of any federal, state, or local statutes, ordinances, or common laws, or any other applicable law, including but not limited to the Iowa Civil Rights Act (Iowa Code chapter 216), and any claims in violation of the common law or public policy of this state. Sickles acknowledges this release includes all claims against employees of UIHC, the Board of Regents, and the State of Iowa in their official and individual capacities. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Sickles cannot waive and any claims to enforce the terms of this Agreement.

5. Covenant Not to Sue. Sickles agrees, promises, and covenants that neither she, nor any person or entity claiming by, through, or under her, or through which she makes her claims, 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 Released Parties 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 or action, obligations, damages, and/or liabilities which are the subject of this Agreement.

6. **Extinguishment of All Claims, Known or Unknown.** Sickles expressly acknowledges that this Agreement is intended to include all claims whether known or unknown to Sickles that have arisen prior to or as of the execution of this Agreement by Sickles and that this Agreement contemplates the extinguishment of any such claims.

7. **Third-Party Beneficiaries.** This Agreement is not intended to create in the public or any member thereof a third-party beneficiary, except the Release Parties defined herein which are expressly made third-party beneficiaries of this Agreement.

8. **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.

9. **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.

10. **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 Sickles in violation of any federal, state or local law.

11. **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.

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

13. **Required Approvals.** The Parties acknowledge that this Agreement is subject to Iowa Code § 22.13A and must be approved as required by Iowa Code § 22.13A(5)(a). 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.

14. **Representation of Sickles.** Sickles 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. Sickles 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 14.

15. Reasonable Time to Consider. Sickles 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. Sickles 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. Sickles represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Sickles 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.

16. 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.

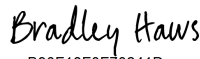
IN WITNESS WHEREOF, and intending to be legally bound hereby, Sickles and the University of Iowa Hospitals and Clinics, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: 
 Kristine Sickles (Jul 14, 2025 11:02 CDT)

Date: 14/07/2025

ON BEHALF OF DEFENDANT:

Signed by:

 B90F18F0F70241D...
 By: Bradley Haws
 CEO
 University of Iowa Hospitals and
 Clinics

Date: _____

BRENNA BIRD
ATTORNEY GENERAL

JEFFREY PETERZALEK
DEPUTY ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

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www.iowaattorneygeneral.gov

October 27, 2025

Mr. Joseph Barry
State Appeal Board
Iowa Department of Management
State Capitol Building, Room 12
LOCAL MAIL

RE: Polly Carver-Kimm v. Gerd Clabaugh, Sarah Reisetter, State of Iowa
Iowa District Court for Polk County (Case Number LACL148599)

Dear Mr. Barry:

The parties have reached a settlement in this case, pending State Appeal Board approval, in the total amount of Six Hundred Thousand Dollars (\$600,000).

This case involves long-running litigation arising from Plaintiff's termination from employment with the former Iowa Department of Public Health in July of 2020. After a lengthy period of litigation and extensive settlement discussions the parties were able to come to a compromise settlement in this matter.

As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay a total gross settlement amount of Six Hundred Thousand Dollars (\$600,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa shall issue a state warrant for Two Hundred Ninety Thousand Dollars (\$290,000), without deduction or withholding, to Duff Law Firm, for attorney's fees and litigation expenses. The State of Iowa will issue an IRS Form 1099-MISC to Duff Law Firm for this amount.
- (b) The State of Iowa shall issue state warrants for a total of Three Hundred Ten Thousand Dollars to Carver-Kimm in compromise of Carver-Kimms' claims. The breakdown of this lump sum payment is as follows:
 - \$50,000 payable as W-2 wages and with required withholdings in 2025
 - \$100,000 payable with an IRS Form 1099 in 2025
 - \$160,000 payable with an IRS Form 1099 in 2026

I have enclosed a copy of the proposed release.

Sincerely,

/s/ Jeffrey Peterzalek

JEFFREY PETERZALEK
Deputy Attorney General

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Polly Carver-Kimm (“Carver-Kimm”) the Plaintiff and Gerd Clabaugh (“Clabaugh”), and Sarah Reisetter (“Reisetter”), on behalf of themselves, and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as “the Released Parties” and all parties collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Polly Carver-Kimm is the Plaintiff and Clabaugh, Reisetter, and the State of Iowa are Defendants in an action pending in the Iowa District Court for Polk County, Case Number LACL148599 (“the Lawsuit”);

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them;

WHEREAS, 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 Lawsuit;

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 the Parties; 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. **Payment.** As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay a total gross settlement amount of Six Hundred Thousand Dollars (\$600,000) (“Settlement Amount”). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa shall issue a state warrant for Two Hundred Ninety Thousand Dollars (\$290,000), without deduction or withholding, to Duff Law Firm, for

attorney's fees and litigation expenses. The State of Iowa will issue an IRS Form 1099-MISC to Duff Law Firm for this amount.

(b) The State of Iowa shall issue state warrants for a total of Three Hundred Ten Thousand Dollars to Carver-Kimm in compromise of Carver-Kimms' claims. The breakdown of this lump sum payment is as follows:

- \$50,000 payable as W-2 wages and with required withholdings in 2025
- \$100,000 payable with an IRS Form 1099 in 2025
- \$160,000 payable with an IRS Form 1099 in 2026

(c) The Parties agree and understand that any payments made under this Agreement is subject to Iowa Code section 421.65.

2. **Tax Liability.** Carver-Kimm shall be solely responsible for any and all taxes that may be due by her on the payment in Paragraph 1(a) and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

3. **Dismissal with Prejudice.** The Parties stipulate that within five (5) business days of receipt by Plaintiff's counsel of the payments identified in Paragraph 1, Carver-Kimm will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.

4. **Carver-Kimms' Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Carver-Kimm agrees, promises, and covenants that neither her, nor any person, organization, or any other entity acting on her 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 Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, 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.

5. **Carver-Kimms' Full and Comprehensive Release of Claims.** Carver-Kimm agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, 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 Released Parties, involving any matter which occurred in the past up to the date of this Agreement or may have been raised in the Lawsuit. This full and comprehensive release of claims includes, but is not limited to:

- (a) Any claims arising from any alleged violation by the Released 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. Carver-Kimm further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf related to the claims in this Lawsuit. Carver-Kimm further agrees to waive all rights to use any internal grievance or appeal procedure offered by the State of Iowa with respect to the claims in this Lawsuit.
- (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 her contact with the Defendants.

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

6. **Full and Comprehensive Release of Potential Claims against Carver-Kimm; Covenant Not to Sue.** The Released Parties hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Carver-Kimm of and from any and every claim, demand, and cause of action that could be made in this Lawsuit, and covenant 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 Carver-Kimm. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law the State of Iowa cannot waive and any claims to enforce the terms of this Agreement.

7. **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. The Parties have entered into this Agreement for the sole purpose of resolving the Lawsuit to avoid the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

8. **Neutral Employment Reference.** In the event the State of Iowa receives an employment reference inquiry regarding Carver-Kimm, the State agrees to respond by providing only Carver-Kimm's dates of employment and position(s) held.

9. **Representation of Carver-Kimm.** Carver-Kimm hereby represents and warrants that she (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 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 the Lawsuit or the claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due by her, if any, on the settlement amounts received hereunder. Carver-Kimm 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 attorney 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.

10. **Carver-Kimm's Review.** Carver-Kimm acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Carver-Kimm understands that she 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.

11. **Voluntary Agreement.** Carver-Kimm represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; that she is voluntarily entering into this Agreement; and that the Released Parties have not made any representations concerning the terms or effects of this Agreement other than those contained in it.

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

13. **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.

14. **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.

15. **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/or Iowa Code section 22.13A and, as such, must be approved by the Director of the Department of Health and Human Services, Director of the Department of Management, Director of the Department of Administrative Services and be reviewed by the Iowa Attorney General, or her designee. This Agreement is not effective until it has received all necessary reviews and approvals.

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

17. **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.

18. **Required Approvals.** The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or her designee, has reviewed and will recommend approval of this Agreement.

**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, Polly Carver-Kimm and Defendants, on their own behalf and on behalf of the State of Iowa, have executed the foregoing Settlement Agreement and Release.

Signed by:

A5B1BFDE734E48C...
Polly Carver-Kimm
Agreed to on this 10/21/2025 day of October, 2025.


Jeffrey Peterzalek, Deputy Attorney General
Attorney for Defendants
Agreed to on this 27th day of October, 2025.

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

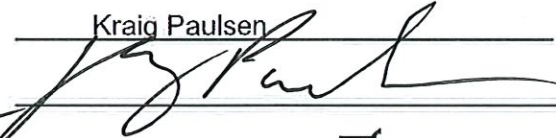
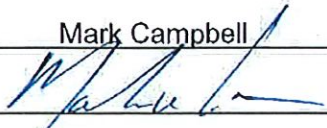
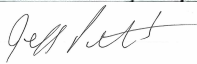


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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

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: <i>Polly Carver-Kimm v. State of Iowa Polk Co. # LACL 148599</i>	
Agency/Department:	<u>Department of Health & Human Services</u>
Director's Printed Name:	<u>Larry Johnson</u>
Director's Signature:	<u></u>
Date: <u>10/24/25</u>	Approve: ☒ Deny: ☐
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	<u></u>
Date: <u>10-27-25</u>	Approve: ☒ Deny: ☐
Agency/Department: <u>Department of Administrative Services</u>	
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	<u></u>
Date: <u>10/27/25</u>	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u></u>
Date: <u>10/27/2025</u>	Approve: ☒ Deny: ☐

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

POLLY CARVER-KIMM,	)	CASE NO. LACL 148599
	)	
Plaintiff,	)	
	)	THIRD AMENDED PETITION
v.	)	
	)	
GERD CLABAUGH, SARAH	)	
REISSETTER, SUSAN DIXON and	)	
STATE OF IOWA,	)	
	)	
Defendants.	)	

COMES NOW the Plaintiff Polly Carver Kimm, by counsel, and for her Third Amended Petition against Defendants Gerd Clabaugh, Sarah Reisetter, Susan Dixon and the State of Iowa states as follows:

PARTIES

1. At all times material hereto, Plaintiff Polly Carver-Kimm (“Polly”) was a citizen and resident of Polk County, Iowa. Polly was a non-contract, non-merit employee of the State of Iowa.
2. At all times material hereto, Defendant Gerd Clabaugh was the Director of the Iowa Department of Public Health (“IDPH”) and, upon information and belief, a resident of Polk County, Iowa.
3. At all times material hereto, Defendant Sarah Reisetter was the Deputy Director of the IDPH and, upon information and belief, a resident of Polk County, Iowa.
- 3A. At all times material hereto, Susan Dixon was the Bureau Chief, Policy and Workforce Services for IDPH and, upon information and belief, a resident of Polk County.

4. At all times material hereto, the State of Iowa was a sovereign state as defined in the Iowa Cde with its principal place of business in Des Moines, Polk County, Iowa.

BACKGROUND FACTS

5. Polly was hired in 2007 by the Iowa Department of Public Health (“IDPH”) as the Public Information Officer. Her title changed to Communications Director during her tenure, but she held the same position with the same duties through March 2020.

6. Until March 2020, Polly was in charge of all IDPH communications, including public information requests and COVID-19 related communications. Polly was both the Public Information Officer and the Open Records Officer.

6A. Throughout Polly’s tenure, she handled both open records requests and media requests. Open records requests were requests for documents or records that the Department did not generally make public, for example internal emails. These requests would have to be approved by the AG’s office. Media requests were requests for documents or records that the Department generally makes public without an open records request, like yearly reports, and did not have to be approved through the Office of the Chief Information Officer or the AG’s office.

6B. The terms “media request” and “open records request” were internal jargon of the department. Both categories of requests were governed by Chapter 22. In her position, Polly had the authority to determine whether a request was an open records request or a media request.

7. In early March 2020, the State activated emergency protocols because of the COVID-19 pandemic. Those protocols included activating the Emergency Command Center (“ECC”) and the use of ECC email addresses for COVID-19 related communications instead of the normal State of Iowa email addresses.

8. The normal process for complying with open records requests (Iowa Code Chapter 22) for emails is to contact the Office of the Chief Information Officer and request that they compile the emails responsive to the request. The requested documents are then gathered internally from staff. After the emails and documents are compiled, Polly would forward them to Heather Adams, the Assistant Attorney General assigned to the IDPH, for review and redaction. After Ms. Adams completed her review, Polly would produce the approved emails and documents to the requesting party. During the thirteen years that Polly worked for IDPH, the Governor's office was never involved in this process.

8A. At the direction and behest of Governor Kim Reynolds and the Governor's Communications Director Pat Garrett, IDPH sought to slow, stifle and otherwise divert the free flow of information to the media (and public) concerning the spread of COVID 19 and the State of Iowa's response to the ongoing pandemic.

9. On at least one occasion, Pat Garrett told Polly to "hold" the production of records already approved by Ms. Adams. The record in question was a list of questions to be used as part of the Test Iowa website evaluation of whether someone needed to be tested.

10. In early March 2020, Polly was informed by Sarah Reisetter, the Deputy Director of IDPH, that all press releases should go through the Governor's office.

11. On March 12, 2020, all media inquiries—both open records requests and media requests—related to COVID-19 were rerouted through Deputy Director Reisetter.

12. On March 13, 2020, Deputy Director Reisetter complained to Polly about the volume of media inquiries related to COVID-19. Polly offered to resume her normal duties. Polly told Reisetter that she had experience with such media inquiries and it was easier for her to reassume this responsibility.

13. Reisetter responded that it may be easy for Polly to handle the inquiries, but it was not easy “for other people.” After this, Amy McCoy, Legislative Liaison for IDPH, began handling COVID-19 related media inquiries. Polly was told this change was made because McCoy was working out of the State Emergency Operations Center (“SEOC”).

14. On March 17, 2020, Polly was moved to the SEOC but was not asked to resume COVID-19 related media responses.

15. In early April 2020, Polly received a request for emails from specific IDPH email addresses relating to COVID-19. The email addresses specified were the state’s normal email addresses, not the ECC email addresses.

16. Polly asked Assistant Attorney General Adams whether the ECC emails should be produced. Ms. Adams eventually confirmed that the ECC emails should be included in response to this specific request. Although similar requests were later made by other news agencies, the ECC emails were never again searched and responsive documents in the ECC emails were never again produced. Polly repeatedly inquired of Ms. Adams via email regarding whether the ECC emails should be produced but never received a response.

17. In April 2020, Pat Garrett complained that Polly was posting the daily new case numbers to the IDPH website prior to the Governor’s press conference. On April 19, 2020, Polly emailed Reisetter stating that she had only done this once several weeks before. Polly complained to Reisetter that she was being accused of something she didn’t do.

18. On April 20, 2020, Gerd Clabaugh (Director of IDPH) told Polly that she was no longer allowed to update the IDPH website.

19. During the week of April 21, 2020, Polly informed her supervisors that a news reporter had brought to her attention the unsanitary working conditions and lack of social

distancing at the SEOC. Multiple persons, including Director Clabaugh, demanded the name of the journalist who made this observation. When Polly refused to give the name of the journalist, more assigned job duties were taken from her including being in charge of social media and working with the counties and local government entities.

20. In May 2020, Polly fulfilled an open records request submitted by Iowa Public Radio in accordance with the policies and procedures currently in place. Later that month, the New Yorker and USA Today made a very similar request. Polly informed the New Yorker and USA Today that if they slightly modified their requests, she could immediately produce the emails that had already been approved for release to Iowa Public Radio.

21. The New Yorker and USA Today modified their request and later asked Polly to send them all responses to open records requests submitted by other news agencies. Polly did so because this was a common practice in state government, and constituted a media request because these documents were already released to another media entity. For example, the Department of Natural Resources posts all public information requests on their website (<https://iowaopenrecords.nextrequest.com/requests>).

22. In late May 2020, the New Yorker began asking questions critical of the State Hygienic Lab referencing the documents produced by Polly. Reisetter sent Polly an email questioning how the New Yorker received those documents. When Polly responded, Reisetter asked whether producing the documents “was even legal.”

23. On June 4, 2020, Polly was no longer allowed to respond to any open records requests, including those dealing with COVID-19. However, Polly still had the authority to fulfill media requests, and the authority to determine whether a request was an open records request or a media request.

24. On June 15, 2020, the New Yorker published an article critical of the company running “Test Iowa” utilizing the previously released emails. Two days later (June 17, 2020), Polly was stripped of more duties as she was no longer allowed to respond to ~~any~~ media inquiries not only involving COVID-19 but any other infectious disease.

25. Throughout March, April, May and June of 2020, Polly had regular conversations with Karla Dorman (Human Resources). Polly complained to Ms. Dorman that the ongoing removal of her duties and responsibilities amounted to mismanagement, abuse of authority and a specific danger to public health given the ongoing state-wide pandemic.

26. On July 2 or 3, 2020, Tony Leys with the Des Moines Register asked Polly for the pregnancy termination statistics for the State of Iowa. Mr. Leys’ request was a media request governed by Chapter 22, not a public records request, and Polly remained in charge of responding to media requests unrelated to COVID19 or infectious diseases. This is publicly available information routinely produced in the past. Polly gave Mr. Leys the requested information.

27. On July 12, 2020, the Des Moines Register ran a story that showed the number of pregnancy terminations in Iowa had climbed by 25% in 2019 after continuously decreasing for decades. The article attributed the increase to the decision to cease participation in a federally funded family planning program.

28. The Leys article was likely embarrassing to Governor Reynolds who promoted and supported the 2017 plan to expel Planned Parenthood and other abortion providers from family planning programs and replace it with a state financed program.

29. On July 15, 2020, Polly was told, in the midst of an ongoing state and nation-wide pandemic, that she could either resign or be terminated due to “restructuring.” Polly initially

chose termination, but agreed to an involuntary resignation after being told that she would forfeit her accumulated vacation time if terminated. Polly was terminated by the IDPH under the authority and/or at the direction of Clabaugh, Reisetter and/or Dixon.

COUNT I
WRONGFUL DISCHARGE IN VIOLATION OF
IOWA CODE SECTION 70A.28

COMES NOW the Claimant, Polly Carver-Kimm, and for her cause of action against the State of Iowa, Gerd Clabaugh, Sarah Reisetter and Susan Dixon states as follows:

30. Polly realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 as if fully set forth herein.

31. Throughout March, April, May and June of 2020, Polly had regular conversations with Karla Dorman, a person providing human resources management for the State of Iowa, where she reported and disclosed that, among other things, the ongoing removal of her duties and responsibilities amounted to mismanagement, abuse of authority and a specific danger to public health given the ongoing state-wide pandemic.

32. Polly was stripped of her duties and eventually terminated after reporting and disclosing the aforementioned conduct to Karla Dorman. Polly's disclosures to Dorman were a cause of Defendants' decision to strip her of duties and terminate her employment. Any reasons proffered by defendants for stripping her of her duties and terminating her employment are pretextual.

33. The actions and conduct of Clabaugh, Reisetter and/or Dorman in terminating Polly's employment constitutes a simple misdemeanor under Iowa Code §70A.28(4).

34. As a direct and proximate result of Defendants' actions, Polly has suffered and will continue to suffer loss of wages, benefits, job security and other emoluments of employment

and has suffered and will continue to suffer mental anguish, emotional distress and damage to her reputation.

WHEREFORE, Plaintiff Polly Carver-Kimm requests judgment against Defendants, and each of them, in such an amount as will fully and fairly compensate her for her injuries and damages, for attorney fees and costs, for interest as allowed by law, for reinstatement, for backpay, and for such other and further relief, including but not limited to front pay, as the court deems equitable on the premises including injunctive and declaratory relief.

COUNT II
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY

COMES NOW the Claimant, Polly Carver-Kimm, and for her cause of action against the State of Iowa, and states as follows:

35. Polly realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 as if fully set forth herein.

36. Polly was stripped of her duties and later terminated after she made repeated efforts to comply with Iowa's Open Records law (Chapter 22) by producing documents and information to local and national media regarding the State of Iowa's response to the ongoing pandemic and other routine state matters.

37. The act of compiling and producing records requested by media outlets and members of the public, pursuant to Iowa Code Chapter 22, was in furtherance of the clear public policy of the State of Iowa to free and open examination of public records even if such examination may cause inconvenience or embarrassment to public officials. Iowa Code §22.8(3) (2019).

38. Polly's termination violates well established public policy of the State of Iowa as defined by statute, regulation and judicial decision, and this public policy is undermined and jeopardized under the circumstances of this case.

39. The State of Iowa stripped Polly of her duties and responsibilities and terminated her employment as a result of her participation in protected activity.

40. The reasons proffered for her discharge are pretextual and the State of Iowa lack any legitimate reason to terminate her employment.

41. As a result of the actions of the State of Iowa, its agents, servants and employees, Polly has suffered and will continue to suffer loss of wages, benefits, job security and other emoluments of employment and has suffered and will continue to suffer mental anguish, emotional distress and damage to her reputation.

WHEREFORE, Claimant Polly Carver-Kimm requests judgment against the State of Iowa in such an amount as will fully and fairly compensate her for her injuries and damages, for interest as allowed by law, the costs of this action and for such other and further relief as the court deems just and equitable.

p

/s/ THOMAS J. DUFF
THOMAS J. DUFF

/s/ JIM DUFF
JIM T. DUFF
DUFF LAW FIRM, PLC
The Galleria
4090 Westown Pkwy, Suite 102
West Des Moines, Iowa 50266
Telephone: (515) 224-4999
Fax: (515) 327-5401
Email : tom@tdufflaw.com
jim@tdufflaw.com
wendy@tdufflaw.com
ATTORNEYS FOR PLAINTIFFS

Original electronically filed with copies to:

JEFFREY C. PETERZALEK

TESSA REGISTER

Assistant Attorneys General

Iowa Department of Justice

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Des Moines, Iowa 50319

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ATTORNEY FOR DEFENDANTS

BRENNA BIRD
ATTORNEY GENERAL

JEFFREY PETERZALEK
DEPUTY ATTORNEY GENERAL



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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

January 28, 2026

Mr. Joseph Barry
Dept. of Management, State Appeal Board
State Capitol Bldg, Room 12

RE: Holli Cushman v. Iowa Department of Veterans Affairs, and Michelle Sawyer Kelling and Melissa Sienknecht, Individually and in their Official Capacities, LACI012444 In the Iowa District Court for Marshall County

Dear Mr. Barry:

This matter involves one count of retaliation for engaging in protected activity in violation of Iowa Code §70A.28. During the time this matter has been pending the parties have engaged in substantial discovery and other litigation activities including filing a motion for summary judgment on behalf of the State Defendants. Recently extensive settlement discussions were had and the parties were able to come to a settlement in this matter.

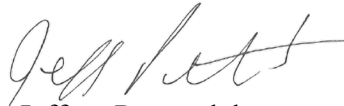
The case was scheduled for a five-day jury trial starting March 31, 2026.

The parties have agreed to settle this lawsuit for the total sum of \$55,000.00. Per the settlement agreement, please also forward to me a check as follows:

1. **Check in the amount of \$28,967.75 payable to:**
Hasso & Wilson Law Firm (Tax ID No. [REDACTED])
111 E. Grand. Ave. Suite 212
Des Moines, IA 50309
2. **Check in the amount of \$3,032.25 payable to Holli Cushman**
Payable as W-2 wages and with required withholdings in 2026
3. **Check in the amount of \$23,000.00 payable to Holli Cushman**
Payable with an IRS Form 1099 in 2026

I have attached a copy of the settlement agreement.

Sincerely,


Jeffrey Peterzalek
Deputy Attorney General

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Holli Cushman (“Cushman”) the Plaintiff and Iowa Department of Veterans Affairs (“IDVA”), Michelle Sawyer Kelling (“Kelling”), and Melissa Sienknecht (“Sienknecht”) on behalf of themselves, and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as “the Released Parties” and all parties collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Holli Cushman is the Plaintiff and Kelling, Sienknecht, and the State of Iowa are Defendants in an action pending in the Iowa District Court for Marshall County, Case Number LACI012444 (“the Lawsuit”);

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them;

WHEREAS, 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 Lawsuit;

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 the Parties; 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. **Payment.** As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay a total gross settlement amount of Fifty-Five Thousand Dollars (\$55,000) (“Settlement Amount”). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa shall issue a state warrant for Twenty-Nine Thousand, Nine Hundred One Dollars and Eighty-Eight Cents (\$29,901.88), without deduction or withholding,

to Hasso & Wilson Law Firm, for attorney's fees and litigation expenses. The State of Iowa will issue an IRS Form 1099-MISC to Hasso & Wilson Law Firm for this amount.

(b) The State of Iowa shall issue state warrants for a total of Twenty-Five Thousand, Ninety-Eight Dollars and Twelve Cents to Cushman in compromise of Cushman's claims. The breakdown of this lump sum payment is as follows:

- \$2,098.12 payable as W-2 wages and with required withholdings in 2025
- \$23,000.00 payable with an IRS Form 1099 in 2025

(c) The Parties agree and understand that any payments made under this Agreement is subject to Iowa Code section 421.65.

2. **Tax Liability.** Cushman shall be solely responsible for any and all taxes that may be due by her on the payment in Paragraph 1(a) and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

3. **Dismissal with Prejudice.** The Parties stipulate that within five (5) business days of receipt by Plaintiff's counsel of the payments identified in Paragraph 1, Cushman will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.

4. **Cushman's Covenant Not to Sue.** In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Cushman agrees, promises, and covenants that neither her, nor any person, organization, or any other entity acting on her 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 Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, 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.

5. **Cushman's Full and Comprehensive Release of Claims.** Cushman agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, 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 Released Parties, involving any matter which occurred in the past up to the date of this Agreement or may have been raised in the Lawsuit. This full and comprehensive release of claims includes, but is not limited to:

- (a) Any claims arising from any alleged violation by the Released 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.; the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216, and Iowa Code section 70A.28. Cushman further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf related to the claims in this Lawsuit. Cushman further agrees to waive all rights to use any internal grievance or appeal procedure offered by the State of Iowa with respect to the claims in this Lawsuit.
- (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 her contact with the Defendants.

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

6. **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. The Parties have entered into this Agreement for the sole purpose of resolving the Lawsuit to avoid the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

7. **Neutral Employment Reference.** In the event the State of Iowa receives an employment reference inquiry regarding Cushman, the State agrees to respond by providing only Cushman’s dates of employment and position(s) held.

8. **Representation of Cushman.** Cushman hereby represents and warrants that she (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 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 the Lawsuit or the claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due by her, if any, on the settlement amounts received hereunder. Cushman 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 attorney 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.

9. **Voluntary Agreement.** Cushman represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; that she is voluntarily entering into this Agreement; and that the Released Parties have not made any representations concerning the terms or effects of this Agreement other than those contained in it.

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

11. **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.

12. **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.

13. **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/or Iowa Code section 22.13A and, as such, must be approved by the Director of the Department of Veterans Affairs, Director of the Department of Management, Director of the Department of Administrative Services and be reviewed by the Iowa Attorney General, or her designee. This Agreement is not effective until it has received all necessary reviews and approvals.

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

15. **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.

16. **Required Approvals.** The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or her designee, has reviewed and will recommend approval of this Agreement.

**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, Holli Cushman and Defendants, on their own behalf and on behalf of the State of Iowa, have executed the foregoing Settlement Agreement and Release.

Holli Cushman

Holli Cushman (Jan 16, 2026 10:18:07 CST)

Holli Cushman

Agreed to on this Jan 16, 2026.

Jeff Peterzalek

Jeffrey Peterzalek, Deputy Attorney General
Attorney for Defendants

Agreed to on this 20 day of January, 2026.

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

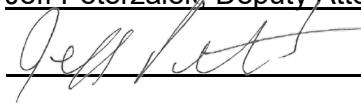


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DES MOINES, IA 50319
Main: 515-281-5164
www.iowaattorneygeneral.gov

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:	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	<u></u>
Date: _____	Approve: ☐ Deny: ☐
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	_____
Date: _____	Approve: ☐ Deny: ☐
Agency/Department:	<u>Iowa Veterans Home</u>
Director's Printed Name:	<u>Todd Jacobus</u>
Director's Signature:	_____
Date: _____	Approve: ☐ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u></u>
Date: <u>1/26/26</u>	Approve: ☒ Deny: ☐

BRENNIA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

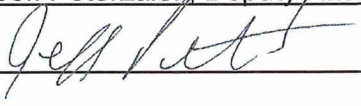


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Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	_____
Date: _____	Approve: ☐ Deny: ☐
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	_____
Date: _____	Approve: ☐ Deny: ☐
Agency/Department:	<u>Iowa Veterans Home</u>
Director's Printed Name:	<u>Todd Jacobus</u>
Director's Signature:	<u></u>
Date: <u>26 Jan 2026</u>	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u></u>
Date: <u>1/26/26</u>	Approve: ☒ Deny: ☐

BRENNA BIRD
ATTORNEY GENERAL

JEFFREY PETERZALEK
DEPUTY ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-4213
Email: jeffrey.peterzalek@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

February 24, 2026

Mr. Joseph Barry
Dept. of Management, State Appeal Board
State Capitol Bldg, Room 12

RE: Polly Roll (G220107)

Dear Mr. Barry:

This is a backpay claim for owed money that was not originally paid out when submitted in 2022.

Sincerely,

Jeffrey Peterzalek
Deputy Attorney General

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Polly R. Roll (“Roll”) the Claimant and the State of Iowa, and its current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as “the Released Parties” and all parties collectively referred to herein as “the Parties”).

RECITALS

WHEREAS, Polly R. Roll is the Claimant in General Claim #G220107 pending before the State Appeal Board “the Claim”);

WHEREAS, 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 Claim;

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 the Parties; 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. **Payment.** As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of Released Parties, will pay a total gross settlement amount of Thirty-one thousand, two hundred ninety-two dollars and sixty-two cents (\$31,292.62) (“Settlement Amount”). The Settlement Amount is more fully described as follows:

(a) The State of Iowa shall issue state warrants for a total of \$31,292.62 to Roll in compromise of Roll’s claim payable as W-2 wages and with required withholdings in 2026.

2. **Tax Liability.** Roll shall be solely responsible for any and all taxes that may be due by her on the payment in Paragraph 1(a) and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

3. **Roll's Full and Comprehensive Release of Claims.** Roll agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, 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 Released Parties, involving any matter which occurred in the past up to the date of this Agreement or may have been raised in the Claim. This full and comprehensive release of claims includes, but is not limited to:

- (a) Any claims arising from any alleged violation by the Released 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.; the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216, and Iowa Code section 70A.28. Roll further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf related to the claims in this Lawsuit. Roll further agrees to waive all rights to use any internal grievance or appeal procedure offered by the State of Iowa with respect to the claims in this Lawsuit.
- (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 her contact with the Defendants.

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

4. **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. The Parties have entered into this Agreement for the sole purpose of resolving the Claim.

5. **Representation of Roll.** Roll hereby represents and warrants that she (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 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 the Lawsuit or the claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due by her, if any, on the settlement amounts received hereunder. Roll 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 attorney 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.

6. **Voluntary Agreement.** Roll represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; that she is voluntarily entering into this Agreement; and that the Released Parties have not made any representations concerning the terms or effects of this Agreement other than those contained in it.

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

8. **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.

9. **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.

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

11. **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.

12. **Required Approvals.** The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or her designee, has reviewed and will recommend approval of this Agreement.

**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, Polly R. Roll and State of Iowa, have executed the foregoing Settlement Agreement and Release.



Polly R. Roll

Agreed to on this 25th day of February, 2026.



Jeffrey Peterzalek, Deputy Attorney General
Attorney for Defendants

Agreed to on this 26th day of February, 2026.

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

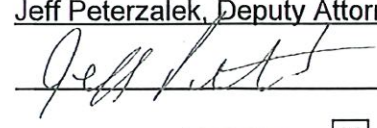


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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

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: Polly Roll	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	
Date: <u>2-26-26</u>	Approve: ☒ Deny: ☐
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	
Date: <u>2-26-26</u>	Approve: ☒ Deny: ☐
Agency/Department:	<u>Health and Human Services</u>
Director's Printed Name:	<u>Larry Johnson</u>
Director's Signature:	
Date: _____	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	
Date: <u>2/16/26</u>	Approve: ☒ Deny: ☐

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

April 22, 2026

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

Re: *Maria Ruhtenberg v. Jeffrey Wright*
U.S. District Court for the Southern District of Iowa Case No. 4:25-cv-00473

Dear Joe,

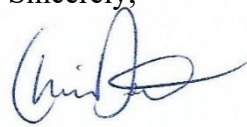
This matter involves a claim by Maria Ruhtenberg against State Public Defender Jeff Wright under 42 U.S.C. § 1983. Ruhtenberg claims that Wright violated her First Amendment free speech rights when she was terminated as an attorney in the State Public Defender's Office (SPD) in September 2025 for statements made on social media. The SPD's position was that Ruhtenberg's statements were not protected speech and violated the SPD's policy governing employee conduct. Ruhtenberg administratively appealed her termination to the Department of Inspections, Appeals, and Licensing (DIAL), and on November 17, 2025, DIAL found in her favor, reinstating Ruhtenberg with full back pay and benefits. The next week, Ruhtenberg filed her lawsuit in the U.S. District Court for the Southern District of Iowa, seeking additional emotional distress damages, punitive damages, and attorney fees.

We have agreed to settle all claims related to this lawsuit for the total sum of \$125,000.00. Per the settlement agreement, please also forward to me a check as follows:

- 1. Check in the amount of \$75,000.00 payable to:**
Maria Ruhtenberg (SSN# [REDACTED])
3250 Park Avenue
Des Moines, IA 50321
- 2. Check in the amount of \$50,000.00 payable to:**
Iowa Employment Attorneys, P.L.C. (Tax ID No. [REDACTED])
7001 Westown Parkway, Ste. 212
West Des Moines, IA 50266

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 Maria Ruhtenberg (“Ruhtenberg” or “Plaintiff”), Jeff Wright (“Wright” or “Defendant”) and the State of Iowa (“the State”). All parties are collectively referred to herein as “the Parties.”

RECITALS

- A. Ruhtenberg filed a legal action under 42 U.S.C. § 1983 against Wright in United States District Court for the Southern District of Iowa (the “Court”), under Case Number 4:25-cv-00473. This action is referred to as “the Litigation”. In the Litigation, Ruhtenberg made claims against Wright and sought damages, and Wright denied all wrongdoing related to Ruhtenberg’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. **Ruhtenberg Releases.**

- a. **Releasing Parties.** The covenants, waivers, and releases made by Ruhtenberg (“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 Ruhtenberg in this Agreement are made to and for the benefit of the State of Iowa, the State Public Defender’s Office, Jeff Wright, 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 Ruhtenberg 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 Ruhtenberg 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 Ruhtenberg's recruitment, hiring, employment, working conditions, or terms and conditions of employment with the State of Iowa and/or State Public Defender's Office; 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.** Ruhtenberg 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. Ruhtenberg 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.

2. **Settlement Payment.** As consideration for the terms and conditions set forth in this Agreement, the State of Iowa, on behalf of all Released Parties, will pay Ruhtenberg and her attorneys Iowa Employment Lawyers, P.L.C. a total gross settlement amount of \$125,000.00 ("Settlement Amount"), paid as follows:

- a. The State of Iowa shall pay to Ruhtenberg a portion of the Settlement Amount in the amount of \$75,000.00, in settlement and compromise for Ruhtenberg's claims for non-wage compensatory damages. 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 3, "other income") to be issued to Ruhtenberg for this amount.
- b. The State of Iowa shall pay to Iowa Employment Lawyers, P.L.C. a portion of the Settlement Amount in the amount of \$50,000.00, 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 Iowa Employment Lawyers, P.L.C. for this amount.

Ruhtenberg and Iowa Employment Attorneys, P.L.C. will provide Wright an IRS Form W-9 for the above payments. Ruhtenberg acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs, and is 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.

3. **Dismissal with Prejudice.** Upon her receipt of the Settlement Payment, Ruhtenberg shall dismiss her Complaint in Case Number 4:25-cv-00473 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs.

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. **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.

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

9. **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 State Public Defender. 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.

10. **Representation of Ruhtenberg.** Ruhtenberg 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. Ruhtenberg 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.

11. Reasonable Time to Consider. Ruhtenberg 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. Ruhtenberg 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. Ruhtenberg represents that she has been advised to consult with an attorney prior to signing this Agreement and has done so. Ruhtenberg 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.

12. 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, Maria Ruhtenberg and Jeffrey Peterzalek, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: Maria Ruhtenberg
Maria Ruhtenberg

Date: 04/08/2026 PDT

ON BEHALF OF DEFENDANT:

By: Jeffrey Peterzalek
Jeffrey Peterzalek
Deputy Attorney General
Office of the Attorney General of Iowa

Date: 4/8/26

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

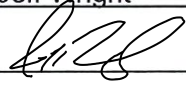
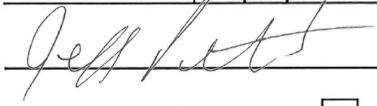


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IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

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>Maria Ruhtenberg v. Jeff Wright</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	
Date: <u>4-13-26</u>	Approve: ☒ Deny: ☐
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	
Date: <u>4-13-26</u>	Approve: ☒ Deny: ☐
Agency/Department: <u>State Public Defender's Office</u>	
Director's Printed Name:	<u>Jeff Wright</u>
Director's Signature:	
Date: <u>4/22/2026</u>	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	
Date: <u>4/22/26</u>	Approve: ☒ Deny: ☐

BRENNA BIRD
ATTORNEY GENERAL

NICHOLAS KILBURG
ASSISTANT ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164 • Direct: 515-281-7686
Email: nicholas.kilburg@ag.iowa.gov
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

April 24, 2026

Sent via email

Joe Barry
Dept of Management, State Appeal Board
State Capitol Building Room 12

RE: *Kemal Delilovic v. State of Iowa*
Polk County Case No. LACL155323

Dear Mr. Barry:

The parties have reached an agreement to settle the above-referenced case subject to the approval of the State Appeal Board and the Iowa District Court. The lawsuit alleges that Plaintiff suffered national origin discrimination and wage discrimination while employed by the Department of Human Services as a Refugee Specialist 1 between 2010 and 2022. The alleged injuries include violation of civil rights, unfair pay, and emotional distress.

We have agreed to settle this lawsuit for the total sum of \$175,000.00. Enclosed is a copy of the executed release. Once the State Appeal Board has completed its review and approval, please forward to our office checks in the following amounts:

- A check payable to Kemal Delilovic in the amount of \$80,476.54, accompanied by an IRS Form 1099-MISC with Box 3, "other income" checked;
- A check payable to Kemal Delilovic in the amount of 20,119.13, less applicable taxes, withholdings, or deductions, accompanied by an IRS Form W-2;
- A check payable to Fiedler Law Firm, PLC in the amount of \$74,404.33;
- A check payable to the Polk County Clerk in the amount of \$1,000.00 for the late settlement fee.

Please let me know if you or the State Appeal Board have any questions or require any further information or materials. As always, I appreciate your assistance in this matter.

Sincerely,

/s/ Nicholas J. Kilburg

Nicholas Kilburg
Assistant Attorney General
(515) 281-7686
nicholas.kilburg@ag.iowa.gov

cc: Bradley Nielsen

Approved:

Jeffrey Peterzalek
Deputy Attorney General

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 Kemal Delilovic ("Delilovic" 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. Delilovic 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 LACL155323. This action is referred to as "the Litigation." In the Litigation, Delilovic made claims against the State and sought damages, and the State of Iowa denied all wrongdoing related to Delilovic'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 his receipt of the Settlement Payment, Delilovic shall dismiss his Petition in Polk County Case Number LACL155323 with prejudice. Such dismissal shall provide that the Parties will bear their own court costs with one exception as expressed below.
- 2. **Delilovic Releases.**
 - a. **Releasing Parties.** The covenants, waivers, and releases made by Delilovic ("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 Delilovic in this Agreement are made to and for the benefit of the State of Iowa, the Iowa Department of Health and

Human Services, 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 Delilovic 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 Delilovic 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 Delilovic'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 Health and Human Services; 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.** Delilovic 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. Delilovic 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 Delilovic 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 Delilovic a total gross settlement amount of \$175,000.00 ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- a.** The State of Iowa shall pay to Delilovic a portion of the Settlement Amount in the amount of \$80,476.54, in settlement and compromise for Delilovic's claims for non-wage compensatory damages, including but not limited to emotional distress and liquidated 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 Delilovic for this amount.
- b.** The State of Iowa shall pay to Delilovic a portion of the Settlement Amount in the amount of \$20,119.13, less applicable taxes, withholdings, or deductions, in settlement and compromise for Delilovic's claims for lost wages and benefits. The State of Iowa shall cause an IRS Form W-2 to be issued to Delilovic 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 \$74,404.33, 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.

- d. The State of Iowa shall pay to the Polk County District Court the \$1,000 late settlement of jury trial penalty (pursuant to Iowa Rule of Civil Procedure 1.909) on both its own behalf and on Delilovic's behalf. This is in addition to the settlement proceeds listed above.

Delilovic 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 Delilovic 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 Health and Human Services. 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 Delilovic.** Delilovic 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. Delilovic 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.** Delilovic 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. Delilovic 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. Delilovic represents that he has been advised to consult with an attorney prior to signing this Agreement and has done so. Delilovic 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.

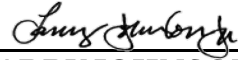
IN WITNESS WHEREOF, and intending to be legally bound hereby, Delilovic and the Iowa Department of Health and Human Services, on behalf of the Released Parties, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By: 
KEMAL DELILOVIC

Date: 04 / 14 / 2026

ON BEHALF OF DEFENDANT:

By: 
LARRY JOHNSON
Director
Iowa Department of Health and Human
Services

Date: 4/21/2026

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>Kemal Delilovic v. State of Iowa</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	<u>Mark W. Campbell</u>
Date: _____	Approve: ☒ Deny: ☐
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	_____
Date: _____	Approve: ☐ Deny: ☐
Agency/Department: <u>Department of Health and Human Services</u>	
Director's Printed Name:	<u>Larry Johnson</u>
Director's Signature:	<u>Larry Johnson</u>
Date: <u>4/7/2026</u>	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	<u>Jeff Peterzalek</u>
Date: <u>4/7/26</u>	Approve: ☒ Deny: ☐

BRENNA BIRD
ATTORNEY GENERAL

JEFF PETERZALEK
DEPUTY ATTORNEY GENERAL

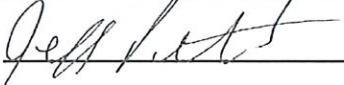


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In the matter of: Kemal Delilovic v. State of Iowa	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Mark Campbell</u>
Director's Signature:	
Date: <u>5/30/2026</u>	Approve: ☒ Deny: ☐
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	
Date: <u>4-28-26</u>	Approve: ☒ Deny: ☐
Agency/Department:	<u>Department of Health and Human Services</u>
Director's Printed Name:	<u>Larry Johnson</u>
Director's Signature:	
Date: <u>4/7/2026</u>	Approve: ☒ Deny: ☐
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeff Peterzalek, Deputy Attorney General</u>
Reviewer's Signature:	
Date: <u>4/7/26</u>	Approve: ☒ Deny: ☐