



Department of
Administrative Services

KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR

MARK CAMPBELL, DIRECTOR

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: **Azucena Valenzuela** **DAS# 25-0085/EAB# 103014**

LLS Staff: Andrew Hayes

Agency/Department: **Department of Corrections**

Director's Printed Name: Beth Skinner

Director's Signature: 

Date: 9/24/2026 Approve: ☒ Deny: ☐

Department of Administrative Services

Director's Printed Name: Mark Campbell

Director's Signature: 

Date: 9/25/26 Approve: ☒ Deny: ☐

Department of Management

Director's Printed Name: Kerry Paulsen

Director's Signature: 

Date: 10-8-26 Approve: ☒ Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Paterzolek

Reviewer's Signature: 

Date: _____ Reviewed: ☐ Redacted: ☐

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Azucena Valenzuela and the State of Iowa, Iowa Department of Corrections – Fort Dodge Correctional Facility, (collectively “the Parties”).

Azucena Valenzuela (“Valenzuela”) is the Appellant or Complainant, and the State of Iowa, Department of Corrections – Fort Dodge Correctional Facility is the Appellee or Respondent in two separate legal actions. The first is an Employment Appeal Board (“EAB”) Iowa Code Chapter 8A State Employee Merit Appeal action filed against the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility, EAB Case Number 103014. The second is an Iowa Civil Rights Act complaint against the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility filed with the Iowa Office of Civil Rights Case Number CP# 84152 EEOC# 26a-2025-00889. In the EAB case, Valenzuela made claims against the State of Iowa and sought damages. In the Civil Rights Act case, Valenzuela intends to file an action against State of Iowa in District Court seeking damages. The State of Iowa denies all wrongdoing related to Valenzuela’s claims.

The parties have agreed to compromise and settle all of Valenzuela’s claims that were or could have been asserted in either of her legal actions. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Valenzuela shall dismiss her claim in EAB 103014 with prejudice and be prohibited from future employment with the State of Iowa, and release the State of Iowa, Iowa Department of Corrections – Fort Dodge Correctional Facility from any future civil rights actions. Such dismissals shall provide that the Parties will bear their own court costs.
2. Valenzuela Releases.
 - (a) Releasing Parties. The covenants, waivers, and releases made by Valenzuela (“Releasing Party”) in this Settlement Agreement and Release 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 Valenzuela in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility, 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 Settlement Agreement and Release 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 Valenzuela has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in her claims against the Released Parties. Without limiting the preceding sentence, the claims which Valenzuela waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in her claims against the Released Parties and shall extend to all claims arising out of or relating to Valenzuela's recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or Iowa Department of Corrections; and any claims for back pay, emotional and/or mental distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the lawsuits. Such released claims are collectively referred to as the "Claims."
- (d) Waiver, Release, and Covenant Not to Sue. Valenzuela 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. Valenzuela 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. Payments. Upon satisfaction by Valenzuela of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Valenzuela a total gross settlement amount of Forty Thousand Dollars and Zero Cents (\$40,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:
- (a) The State of Iowa shall pay a portion of the Settlement Amount in the amount of \$40,000 in compromise of Valenzuela's claims for lost wages and benefits which includes:
- i. A check payable to Azucena Valenzuela in the amount of 26,666.67 less applicable taxes, withholdings, and deductions. The State of Iowa will issue Valenzuela an IRS Form W-2 for this amount.
 - ii. Respondents shall pay to Duff Law Firm (EIN: [REDACTED]) a portion of the Settlement Amount in the amount of \$13,333.33, for

(b) Valenzuela agrees to provide counsel for Respondents with a completed IRS Form W-9 and updated IRS Form W-4 for herself, and a completed IRS Form W-9 for her counsel.

Valenzuela acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of the attorneys' fees or costs, and is not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

4. Representation of Valenzuela. Valenzuela hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (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 Settlement Agreement and Release; (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 lawsuits 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. Valenzuela 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 4.

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fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Valenzuela represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Valenzuela further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release 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 Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitute the entire agreement between the parties. The terms of this Settlement Agreement and Release 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 Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22.

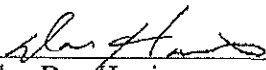
11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Iowa Code Chapter 22.13 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of the Iowa Department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

PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.



Azucena Valenzuela

Dated: 09 / 18 / 2026



Warden Don Harris
Fort Dodge Correctional Facility
Agreed to on this 24 day of September, 2026.



Department of
Administrative Services

KIM REYNOLDS, GOVERNOR
CHRIS COURNOYER, LT. GOVERNOR

MARK CAMPBELL, DIRECTOR

Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: **Austin Warrant**

DAS# 25-0107/EAB# 103045

LLS Staff: Andrew Hayes

Agency/Department: **Department of Corrections**

Director's Printed Name: Beth Skinner

Director's Signature: 

Date: 9/24/2026

Approve: ☒

Deny: ☐

Department of Administrative Services

Director's Printed Name: Mark Campbell

Director's Signature: 

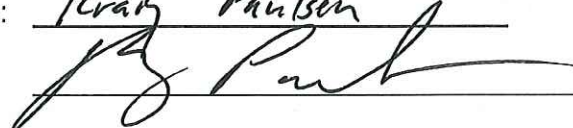
Date: 9/28/26

Approve: ☒

Deny: ☐

Department of Management

Director's Printed Name: Kerry Paulsen

Director's Signature: 

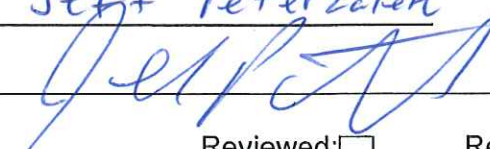
Date: 10-8-26

Approve: ☒

Deny: ☐

Office of the Attorney General

Reviewed by (Print Name): Jeff Peterzalek

Reviewer's Signature: 

Date: _____

Reviewed: ☐

Redacted: ☐

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Austin Warrant and the State of Iowa, Iowa Department of Corrections – Fort Dodge Correctional Facility, (collectively “the Parties”).

Austin Warrant (“Warrant”) is the Appellant or Complainant, and the State of Iowa, Department of Corrections – Fort Dodge Correctional Facility is the Appellee or Respondent in two separate legal actions. The first is an Employment Appeal Board (“EAB”) Iowa Code Chapter 8A State Employee Merit Appeal action filed against the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility, EAB Case Number 103045. The second is an Iowa Civil Rights Act complaint against the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility filed with the Iowa Office of Civil Rights Case Number CP# 84151 EEOC# 26a-2025-00888. In the EAB case, Warrant made claims against the State of Iowa and sought damages. In the Civil Rights Act case, Warrant intends to file an action against State of Iowa in District Court seeking damages. The State of Iowa denies all wrongdoing related to Warrant’s claims.

The parties have agreed to compromise and settle all of Warrant’s claims that were or could have been asserted in either of his legal actions. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal/Waiver of Appeal Rights. Subsequent to the execution of this Settlement Agreement and Release, Warrant shall waive his right to appeal the Proposed Decision and Order in EAB 103045, and release the State of Iowa, Iowa Department of Corrections – Fort Dodge Correctional Facility from any future civil rights actions. Such dismissals shall provide that the Parties will bear their own court costs.
2. Warrant Releases.
 - (a) Releasing Parties. The covenants, waivers, and releases made by Warrant (“Releasing Party”) in this Settlement Agreement and Release are made by his in his own capacity and on behalf of all persons and entities claiming by, through, or under his 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 Warrant in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, the Iowa Department of Corrections – Fort Dodge Correctional Facility, 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”).

Each party shall be solely responsible for their share of any and all taxes that thereafter may be due on these payments and shall hold each other harmless and indemnify them from any liability thereon.

Warrant acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of the attorneys' fees or costs, and is not to be construed as an admission of liability or wrongdoing on the part of the State of Iowa or any of the Released Parties, and that the State of Iowa and all Released Parties expressly deny any such liability or wrongdoing.

Warrant acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code Chapter 8A.415 and/or Iowa Code section 161 and the regulations implementing those statutes.

4. Representation of Warrant. Warrant hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (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 Settlement Agreement and Release; (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 lawsuits 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. Warrant 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 4.

5. Reasonable Time to Consider. Warrant understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Warrant further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Warrant represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Warrant further represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

6. Counterparts. This Settlement Agreement and Release may be signed in counterparts.

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release 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 Settlement Agreement and Release.

8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitute the entire agreement between the parties. The terms of this Settlement Agreement and Release 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 Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

10. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22.

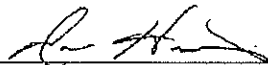
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Austin Warrant

Agreed to on this 21 day of September, 2026.



Warden Don Harris

Fort Dodge Correctional Facility

Agreed to on this 24 day of September, 2026.

