



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOWEY BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-3364  
FACSIMILE: (515) 281-4200

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: <i>Courtney Eggers v. Sixth Jud. Dist. Dep't of Corr. Servs., et al.</i> (Iowa District Court for Polk County, Case No. LACL140280)		
Agency/Department: <u>Sixth Judicial District Department of Correctional Services</u>		
Director's Printed Name: <u>Bruce Vander Sanden</u>		
Director's Signature: <u><i>Bruce Vander Sanden</i></u>		
Date: <u>5/24/19</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Corrections</u>		
Director's Printed Name: <u>Daniel Craig</u>		
Director's Signature: <u><i>Daniel Craig</i></u>		
Date: <u>5-15-19</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Administrative Services</u>		
Director's Printed Name: <u>Janet Phipps</u>		
Director's Signature: <u><i>Janet Phipps</i></u>		
Date: <u>05/14/2019</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Management</u>		
Director's Printed Name: <u>David Roederer</u>		
Director's Signature: _____		
Date: _____	Approve: <input type="checkbox"/>	Deny: <input type="checkbox"/>



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>ND</sup> FLOOR  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-3101  
FACSIMILE: (515) 281-1203

## Review of Personnel Settlement Agreement for the State Appeal Board

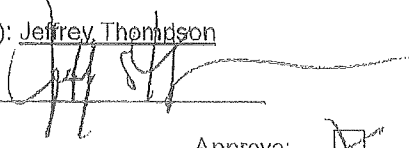
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. After signing, please return to the attention of Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: <i>Courtney Eggers v. Sixth Jud. Dist. Dep't of Corr. Servs., et al.</i> (Iowa District Court for Polk County, Case No. LACL140280)	
Agency/Department: <u>Sixth Judicial District Department of Correctional Services</u>	
Director's Printed Name: <u>Bruce Vander Sanden</u>	
Director's Signature: _____	
Date: _____	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Corrections</u>	
Director's Printed Name: <u>Daniel Craig</u>	
Director's Signature: <u><i>Daniel Craig</i></u>	
Date: <u>5-15-19</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Administrative Services</u>	
Director's Printed Name: <u>Janet Phipps</u>	
Director's Signature: <u><i>Janet Phipps</i></u>	
Date: <u>05/14/2019</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Iowa Department of Management</u>	
Director's Printed Name: <u>David Roederer</u>	
Director's Signature: <u><i>David Roederer</i></u>	
Date: <u>5-16-19</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature:



Date:

5/14/19

Approve:



Deny:



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Courtney Eggers, the Sixth Judicial District Department of Correctional Services, the State of Iowa Department of Corrections, Damon Robinson, Dave Garner, and Bruce Vander Sanden.

Courtney Eggers is the Plaintiff, and the Sixth Judicial District Department of Correctional Services, the State of Iowa Department of Corrections, Damon Robinson, Dave Garner, and Bruce Vander Sanden are the Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL140280 (the "Petition"). In the Petition, Courtney Eggers made claims against Defendants and sought damages. Defendants deny all such claims.

The parties have agreed to compromise and settle all of Courtney Eggers's claims arising from the Petition. 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. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, the parties will file a joint motion to dismiss the case with prejudice, and it shall provide that each party will bear its own costs.

2. Courtney Eggers Releases.

- (a) Releasing Party. The covenants, waivers, and releases made by Courtney Eggers ("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 (if any).
- (b) Released Parties. The covenants, waivers, and releases of Courtney Eggers in this Settlement Agreement and Release are made to and for the benefit of the Sixth Judicial District Department of Correctional Services, the State of Iowa Department of Corrections, Damon Robinson, Dave Garner, Bruce Vander Sanden, the State of Iowa, 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 Courtney Eggers has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, for the period of time up to and including the date on which Courtney Eggers signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Courtney Eggers waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Courtney Eggers's recruitment, hiring, employment, working conditions, terms and conditions of employment, or promotion/non-promotion with the Sixth Judicial District Department of Correctional 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, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Courtney Eggers 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. Courtney Eggers further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. Upon satisfaction by Courtney Eggers of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Courtney Eggers a total gross settlement amount of one hundred thousand dollars (\$100,000.00) ("Settlement Amount"), as follows:

- (a) a check payable to Courtney Eggers in the amount of **\$59,007.51**, with no deductions or withholdings, representing emotional distress damages and reported on an IRS form 1099. Defendants will issue Courtney Eggers an IRS Form 1099-MISC for this amount, designating it as "other income" in Box 3.
- (b) a check payable to the Sherinian & Hasso Law Firm in the amount of **\$40,992.49**, with no deductions or withholdings, for attorneys' fees and costs. Defendants shall cause an IRS Form 1099-MISC to be issued to the Sherinian & Hasso Law Firm reporting this payment.

Additionally, the Sixth Judicial District Department of Correctional Services will restore the following hours to Courtney Eggers: **308.96 sick pay hours** and **19.04 vacation pay hours**.

Courtney Eggers agrees to provide counsel for Defendants with a completed IRS Form W-4 and a completed IRS Form W-9 for her counsel. 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. Courtney Eggers acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code section 8A.504.

Courtney Eggers acknowledges that this payment and additional consideration is in compromise of a dispute and that such payments and consideration are 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 are 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 Courtney Eggers. Courtney Eggers 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; and (e) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder.

5. Reasonable Time to Consider. Courtney Eggers understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Courtney Eggers further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Courtney Eggers represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Courtney Eggers 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.

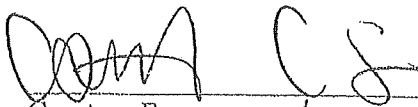
8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitutes 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 (2019).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, the Director of the Sixth Judicial District Department of Correctional Services, and the Interim 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 that 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.**

  
Courtney Eggers  
Agreed to on this 2<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Director Bruce Vander Sanden  
(for the Sixth Judicial District Department of

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.

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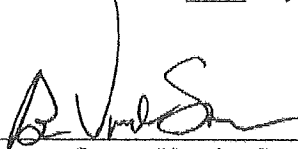
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**PLEASE READ THIS DOCUMENT CAREFULLY. IT WILL RELEASE AND WAIVE LEGAL CLAIMS AND RIGHTS YOU MAY HAVE. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

\_\_\_\_\_  
Courtney Eggers  
Agreed to on this \_\_\_\_ day of May, 2019.

  
\_\_\_\_\_  
Director Bruce Vander Sanden  
(for the Sixth Judicial District Department of



Correctional Services)

Agreed to on this \_\_\_\_ day of May, 2019.



Interim Director Daniel Craig  
(for the Iowa Department of Corrections)

Agreed to on this 10<sup>th</sup> day of May, 2019.

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Bruce Vander Sanden

Agreed to on this \_\_\_\_ day of May, 2019.

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Dave Garner

Agreed to on this \_\_\_\_ day of May, 2019.

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Damon Robinson

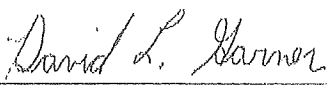
Agreed to on this \_\_\_\_ day of May, 2019.

Correctional Services)  
Agreed to on this 10<sup>th</sup> day of May, 2019.

---

Interim Director Daniel Craig  
(for the Iowa Department of Corrections)  
Agreed to on this \_\_\_\_ day of May, 2019.

  
\_\_\_\_\_  
Bruce Vander Sanden  
Agreed to on this 10<sup>th</sup> day of May, 2019.

  
\_\_\_\_\_  
Dave Garner  
Agreed to on this 16 day of May, 2019.

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Damon Robinson  
Agreed to on this \_\_\_\_ day of May, 2019.

Correctional Services)  
Agreed to on this \_\_\_\_ day of May, 2019.

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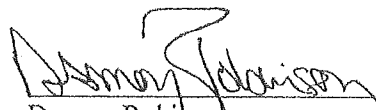
Interim Director Daniel Craig  
(for the Iowa Department of Corrections)  
Agreed to on this \_\_\_\_ day of May, 2019.

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Bruce Vander Sanden  
Agreed to on this \_\_\_\_ day of May, 2019.

---

Dave Garner  
Agreed to on this \_\_\_\_ day of May, 2019.



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Damon Robinson  
Agreed to on this 17<sup>th</sup> day of May, 2019.



# Department of Justice

THOMAS J. MILER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0101  
TELEPHONE: (515) 281-9266  
FACSIMILE: (515) 281-4229

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: Kristine Sink v. State of Iowa, Department of Corrections, and Iowa State Penitentiary (Iowa Supreme Court No. 18-0968)

Agency/Department: Department of Administrative Services  
Director's Printed Name: Janet Phipps  
Director's Signature: *Janet Phipps*  
Date: 02/27/2019 Approve:  Deny:

Agency/Department: Department of Management  
Director's Printed Name: David Roederer  
Director's Signature: *David Roederer*  
Date: 3-3-19 Approve:  Deny:

Agency/Department: Iowa Department of Corrections  
Director's Printed Name: Daniel Craig  
Director's Signature: *Daniel Craig*  
Date: 2-27-19 Approve:  Deny:

Office of the Attorney General  
Reviewed by (Print Name): Jeffrey Thompson  
Reviewer's Signature: *Jeffrey Thompson*  
Date: 3/5/19 Approve:  Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Kristine Sink, Iowa Department of Corrections, Iowa State Penitentiary, and the State of Iowa.

Kristine Sink is the Plaintiff, and Iowa Department of Corrections, Iowa State Penitentiary, and the State of Iowa are Defendants (“Defendants”) in an action pending in the Iowa Supreme Court (case no. 18-0968). In the Petition, Kristine Sink made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Kristine Sink’s claims arising from the Petition. 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. Disposition of Appeal. Subsequent to the execution of this Settlement Agreement and Release and the payments referenced below, the parties shall file a motion for limited remand of the appeal pending before the Iowa Supreme Court (case no. 18-0968) pursuant to Iowa Rule of Appellate Procedure 6.1004. In their motion, the parties shall ask the Iowa Supreme Court to instruct the Iowa District Court for Polk County to vacate the judgment entered on March 7, 2018. Once the judgment has been vacated, Defendants shall dismiss their appeal pursuant to Iowa Rule of Appellate Procedure 6.1201(1).
2. Kristine Sink Releases.
  - (a) Releasing Party. The covenants, waivers, and releases made by Kristine Sink (“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 Kristine Sink in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Corrections, Iowa State Penitentiary, the State of Iowa, 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 Kristine Sink has or may have

against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition. Without limiting the preceding sentence, the claims which Kristine Sink waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Petition and shall extend to all claims arising out of or relating to Kristine Sink'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/or Iowa State Penitentiary; 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 Petition. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Kristine Sink 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. Kristine Sink further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. Upon satisfaction by Kristine Sink of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Kristine Sink a total gross settlement amount of Two Million, Three Hundred and Fifty Thousand Dollars (\$2,350,000) ("Settlement Amount"), inclusive of future periodic payments as listed in the attached Exhibit A. The Settlement Amount shall be paid between March 1, 2019 and March 31, 2019. The Settlement Amount is more fully described as follows:

- (A) Defendants shall pay a portion of the Settlement Amount in the amount of Three Hundred and Eighty-Five Thousand Dollars (\$385,000) in compromise of Sink's claims for non-wage compensatory damages, which includes:
- i. a check payable to Sink in the amount of Thirty-Five Thousand Dollars (\$35,000), without deduction or withholding. Defendant will issue Sink an IRS Form 1099-MISC for this amount, designating it as "other income" in Box 3; and
  - ii. a check payable to MetLife Assignment Company, Inc. (TIN [REDACTED]) in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000), without deduction or withholding, which shall be used to purchase an annuity for Sink's benefit. This amount shall fund future

Periodic Payments as set forth in detail in Exhibit A. The annuity will be structured lawfully, in accordance with Iowa and federal law. The Parties will cooperate to fulfill this section of the Settlement Agreement.

- (B) Defendants shall pay a portion of the Settlement Amount in the amount of Eight Hundred and Fifty-Two Thousand, Four Hundred and Eighty-Seven Dollars and Forty-Three Cents (\$852,487.43), less required withholdings and deductions for applicable taxes, but not subject to withholding for IPERS, in settlement and compromise of Sink's claim for lost wages.
- (C) Defendants shall pay to Fiedler Law Firm, P.L.C. a portion of the Settlement Amount in the amount of One Million, One Hundred and Twelve Thousand, Five Hundred and Twelve Dollars and Fifty-Seven Cents (\$1,112,512.57) for payment of attorneys' fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. Defendants shall cause an IRS Form 1099-MISC to be issued to Fiedler Law Firm, P.L.C., reporting this payment.

Kristine Sink agrees to provide counsel for Defendants with a completed IRS Form W-4 and a completed IRS Form W-9 for her counsel.

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.

Kristine Sink 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.

Kristine Sink acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code Chapter 8A.504.

4. Recommendations. The Iowa Attorney General's office agrees to recommend to the Iowa Department of Corrections implementation of the equitable relief ordered by Judge Karen Romano in her Order of July 17, 2018 (LACL 134016), as well as recommend that the Department of Corrections amend its Policy Number AD-PR-18 to inform employees that they are entitled to protection against sexual harassment by inmates.

5. Representation of Kristine Sink. Kristine Sink 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 the Petition 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. Kristine Sink 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.

6. Reasonable Time to Consider. Kristine Sink understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Kristine Sink further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Kristine Sink represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Kristine Sink 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.

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

8. 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.

9. 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.

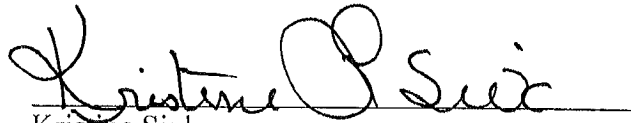
10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged 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.



11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 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 that 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  
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CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.**



Kristine Sink

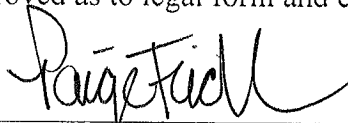
Agreed to on this 26 day of February, 2019.

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Daniel Craig, Interim Director  
Iowa Department of Corrections

Agreed to on this \_\_\_\_ day of February, 2019.

Approved as to legal form and content:



Paige Fiedler

Attorney for Kristine Sink


On this 26 day of February, 2019.

11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 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 that 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.**

\_\_\_\_\_  
Kristine Sink  
Agreed to on this \_\_\_\_ day of February, 2019.

  
\_\_\_\_\_  
Daniel Craig, Interim Director  
Iowa Department of Corrections  
Agreed to on this 27 day of February, 2019.

Approved as to legal form and content:

\_\_\_\_\_  
Paige Fiedler  
Attorney for Kristine Sink  
On this \_\_\_\_ day of February, 2019.

**EXHIBIT A to Settlement Agreement and Release  
Kristine Sink v. State of Iowa, S.Ct. No. 18-0968**

**1.0 Periodic Payments to Plaintiff, Payee, and/or Beneficiary**

1.1 Defendant shall pay or cause to be paid the following Periodic Payments ("Periodic Payments"):

To Kristine Sink (Payee), as follows:

- a) \$2,906.78 payable monthly, guaranteed for 12 years, beginning 03/22/2020, with the last guaranteed payment on 02/22/2032.

None of the Periodic Payments represent wages subject to FICA and/or FUTA.

With respect to the funding of any Periodic Payments to be purchased as part of this settlement, it is further agreed and understood that if the structured settlement is not funded by 03/22/2019 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates and the first increase dates (if applicable) may be deferred the number of days needed to maintain the agreed to benefit amount(s).

**2.0 Claimant's Right to Payments**

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be:

- i. Accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly.

No Claimant or Successor Payee shall have the power to affect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

### **3.0 Claimant's Beneficiary**

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee(s) to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Payee(s), or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made.

### **4.0 Consent to Non-Qualified Assignment**

4.1 Claimant acknowledges and agrees that the Defendants and/or the Insurer may make a "non-qualified assignment" of the Defendants' and/or the Insurer's liability to make the Periodic Payments set forth in Section 1 to MetLife Assignment Company, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendants and/or the Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendants and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendants and the Insurer shall thereupon become final, irrevocable, and absolute.

### **5.0 Right to Purchase an Annuity**

The Defendants themselves or through the Assignee reserve the right to fund liability to make the Periodic Payments through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company. Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The assignee may have Metropolitan Tower Life Insurance Company mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Assignee. It is agreed that the cost of purchase of an annuity policy shall be \$350,000.00, inclusive of fees, if any, for the purchase of said annuity on or before 03/22/2019 by check drawn to the order of **MetLife Assignment Company, Inc.** (TIN [REDACTED]). The Defendants or Defendants' Insurer shall issue an IRS form 1099-MISC, if appropriate, to MetLife Assignment Company, Inc only, and will not issue a 1099-MISC to the claimant for the purchase price of the annuity. The Defendants or Defendants' Insurer shall

cause the premium checks needed to fund the future periodic payment obligation set forth above to be delivered to the same in a timely manner.

The parties expressly understand and agree that, with the Defendants or Defendants' Insurer's assignment of the duties and obligations to make such periodic payments to MetLife Assignment Company, Inc. pursuant to this agreement, all of the duties and responsibilities otherwise imposed upon the Defendants or Defendants' Insurer by this agreement with respect to such periodic payments shall cease, and instead such obligation shall be binding solely upon Metlife Assignment Company, Inc. The parties further understand and agree that when the assignment is made, the Defendants or Defendants' Insurer shall be released from all obligations to make such periodic payments and MetLife Assignment Company, Inc. shall at all times be directly and solely responsible for, and shall receive credit for, the periodic payments, and that when the assignment is made, MetLife Assignment Company, Inc. assumes the duties and responsibilities of the Defendants or Defendants' Insurer with respect to such periodic payments.

#### **6.0 Discharge of Obligation**

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in Section 1 of the Settlement Agreement, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified in Section 1.1

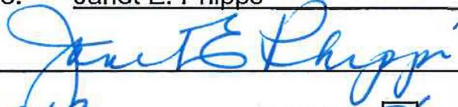



### Routing/Review Approval of Personnel Settlement Agreement


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: <b>James Timberland</b>	<b>DAS# 18-0083 / PERB# 102171</b>
LRT Staff: <u>Henry Widen</u>	

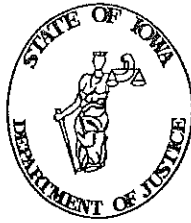
Agency/Department: <u>Iowa Workforce Development</u>		
Director's Printed Name: <u>Beth Townsend</u>		
Director's Signature: <u></u>		
Date: <u>3-13-19</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>

<b>Department of Administrative Services</b>		
Director's Printed Name: <u>Janet E. Phipps</u>		
Director's Signature: <u></u>		
Date: <u>03/25/2019</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>

<b>Department of Management</b>		
Director's Printed Name: <u>David Roederer</u>		
Director's Signature: <u></u>		
Date: <u>3/25/19</u>	Approve: <input checked="" type="checkbox"/>	Deny: <input type="checkbox"/>

<b>Office of the Attorney General</b>		
Reviewed by (Print Name): <u>Jeffrey Thompson</u>		
Reviewer's Signature: <u></u>		
Date: <u>3/28/19</u>	Reviewed: <input checked="" type="checkbox"/>	Redacted: <input type="checkbox"/>





# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

<b>In the matter of:</b> Kristine Sink v. State of Iowa, Department of Corrections, and Iowa State Penitentiary (Polk Co. No. CL126713) (Iowa Supreme Court No. 15-0264)	
<b>Agency/Department:</b> Department of Administrative Services	<b>Director's Printed Name:</b> Janet Phipps
<b>Director's Signature:</b>	<b>Date:</b> 01/30/2019
<b>Approve:</b> <input checked="" type="checkbox"/>	<b>Deny:</b> <input type="checkbox"/>
<b>Agency/Department:</b> Department of Management	
<b>Director's Printed Name:</b> David Roederer	
<b>Director's Signature:</b>	
<b>Date:</b> 1-30-19	
<b>Approve:</b> <input checked="" type="checkbox"/>	
<b>Deny:</b> <input type="checkbox"/>	
<b>Agency/Department:</b> Iowa Department of Corrections	
<b>Director's Printed Name:</b> Daniel Craig	
<b>Director's Signature:</b>	
<b>Date:</b> 1-30-19	
<b>Approve:</b> <input checked="" type="checkbox"/>	
<b>Deny:</b> <input type="checkbox"/>	
<b>Office of the Attorney General</b>	
<b>Reviewed by (Print Name):</b> Jeffrey Thompson	
<b>Reviewer's Signature:</b>	
<b>Date:</b> 1/30/19	
<b>Approve:</b> <input checked="" type="checkbox"/>	
<b>Deny:</b> <input type="checkbox"/>	



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Kristine Sink, Iowa Department of Corrections, Iowa State Penitentiary, and the State of Iowa.

Kristine Sink is the Plaintiff, and Iowa Department of Corrections, Iowa State Penitentiary, and the State of Iowa are Defendants ("Defendants") in an action pending in the Iowa District Court for Polk County (case no. LACL126713). In the Petition, Kristine Sink made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Kristine Sink's claims arising from the Petition. 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, Kristine Sink shall dismiss her Petition with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Kristine Sink Releases.

- (a) Releasing Party. The covenants, waivers, and releases made by Kristine Sink ("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 Kristine Sink in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Corrections, Iowa State Penitentiary, the State of Iowa, 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 Kristine Sink has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, including but not limited to 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 Petition except those raised in *Sink v. State et al.*, Polk County Case LACL134016, which are specifically excluded from this Release. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Kristine Sink 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. Kristine Sink further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. Upon satisfaction by Kristine Sink of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Kristine Sink a total gross settlement amount of One Million, Six Hundred and Fifty Thousand Dollars (\$1,650,000) ("Settlement Amount"), inclusive of future periodic payments as listed in the attached Exhibit A. The Settlement Amount shall be paid between February 1, 2019 and February 28, 2019. The Settlement Amount is more fully described as follows:

- (A) Defendants shall pay a portion of the Settlement Amount in the amount of Six Hundred and Fifty Thousand Dollars (\$650,000) in compromise of Sink's claims for non-wage compensatory damages; and
- (B) Defendants shall pay to Fiedler Law Firm, P.L.C. a portion of the Settlement Amount in the amount of One Million Dollars (\$1,000,000), for payment of attorneys' fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. Defendants shall cause an IRS Form 1099-MISC to be issued to Fiedler Law Firm, P.L.C. and to Sink, designating this payment as "other income" in Box 3; and
- (C) Sink agrees to provide counsel for Defendants with a completed IRS Form W-9 for her counsel.
- (D) The Parties agree the Settlement Amount shall be made as follows:
- 1) A check payable to MetLife Assignment Company, Inc. (TIN [REDACTED]) in the amount of Six Hundred and Fifty Thousand Dollars (\$650,000) shall be used to purchase an annuity for Sink's benefit. This amount shall fund future Periodic Payments as set forth in detail in Exhibit A. The annuity will be structured lawfully, in accordance with Iowa and federal law, and the Parties

will cooperate to fulfill this section of the Settlement Agreement. This shall constitute full payment of the sum set forth in Section 3(A) above.

- 2) A check payable to Fiedler Law Firm, P.L.C., in the amount of One Million Dollars (\$1,000,000), which shall constitute full payment of the sum set forth in Section 3(B) above.

Kristine Sink shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

Kristine Sink 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.

Kristine Sink acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code Chapter 8A.504.

4. Representation of Kristine Sink. Kristine Sink 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 the Petition 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. Kristine Sink 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. Kristine Sink understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Kristine Sink further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Kristine Sink represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Kristine Sink 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 constitutes 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 (2019).

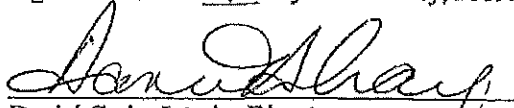
11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of the Iowa Department of Administrative Services, and the Director of Iowa Department 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 that 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.**



Kristine Sink

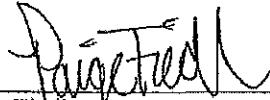
Agreed to on this 1 day of February, 2019.



Daniel Craig, Interim Director  
Iowa Department of Corrections

Agreed to on this 11 day of February, 2019.

Approved as to legal form and content:



Paige Fiedler

Attorney for Kristine Sink

On this 1 day of February, 2019.

**EXHIBIT A to Settlement Agreement and Release  
Kristine Sink v. State of Iowa, No. LACL126713**

**1.0 Periodic Payments to Plaintiff, Payee, and/or Beneficiary**

1.1 Defendant shall pay or cause to be paid the following Periodic Payments ("Periodic Payments"):

To Kristine Sink (Payee), as follows:

- a) \$5,392.07 payable monthly, guaranteed for 12 years, beginning 02/22/2020, with the last guaranteed payment on 01/22/2032.

None of the Periodic Payments represent wages subject to FICA and/or FUTA.

With respect to the funding of any Periodic Payments to be purchased as part of this settlement, it is further agreed and understood that if the structured settlement is not funded by 02/22/2019 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates and the first increase dates (if applicable) may be deferred the number of days needed to maintain the agreed to benefit amount(s).

**2.0 Claimant's Right to Payments**

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be:

- i. Accelerated, deferred, increased or decreased by the Claimant; nor shall the Claimant have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly.

No Claimant or Successor Payee shall have the power to affect any Transfer of Payment Rights except as provided in sub-paragraph (ii) above, and any other purported Transfer of Payment Rights shall be wholly void. If Payment Rights under this Agreement become the subject of a Transfer approved in accordance with sub-paragraph (ii) above the rights of any direct or indirect transferee of such Transfer shall be subject to the terms of this Agreement and any defense or claim in recoupment arising hereunder.

### **3.0 Claimant's Beneficiary**

Any payments to be made after the death of any Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Payee(s) to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Payee(s), or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made.

### **4.0 Consent to Non-Qualified Assignment**

4.1 Claimant acknowledges and agrees that the Defendant and/or the Insurer may make a "non-qualified assignment" of the Defendant's and/or the Insurer's liability to make the Periodic Payments set forth in Section 1 to MetLife Assignment Company, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Defendant and/or the Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Any such assignment, if made, shall be accepted by the Claimant without right of rejection and shall completely release and discharge the Defendant and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendant and the Insurer shall thereupon become final, irrevocable, and absolute.

### **5.0 Right to Purchase an Annuity**

The Defendant itself or through the Assignee reserves the right to fund liability to make the Periodic Payments through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company. Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The assignee may have Metropolitan Tower Life Insurance Company mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Assignee. It is agreed that the cost of purchase of an annuity policy shall be \$650,000.00 inclusive of fees, if any for the purchase of said annuity on or before 02/22/2019 by check drawn to the order of **MetLife Assignment Company, Inc. (TIN [REDACTED])**. The Defendant or Defendant's Insurer shall 1099 MetLife Assignment Company, Inc only, and will not 1099 the claimant for the purchase price of the annuity. The Defendant or Defendant's Insurer shall cause the

premium checks needed to fund the future periodic payment obligation set forth above to be delivered to the same in a timely manner.

The parties expressly understand and agree that, with the Defendant's or Defendant's Insurer's assignment of the duties and obligations to make such periodic payments to MetLife Assignment Company, Inc. pursuant to this agreement, all of the duties and responsibilities otherwise imposed upon the Defendant or Defendant's Insurer by this agreement with respect to such periodic payments shall cease, and instead such obligation shall be binding solely upon MetLife Assignment Company, Inc. The parties further understand and agree that when the assignment is made, the Defendant or Defendant's Insurer shall be released from all obligations to make such periodic payments and MetLife Assignment Company, Inc. shall at all times be directly and solely responsible for, and shall receive credit for, the periodic payments, and that when the assignment is made, MetLife Assignment Company, Inc. assumes the duties and responsibilities of the Defendant or Defendant's Insurer with respect to such periodic payments.

#### **6.0 Discharge of Obligation**

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in Section 1 of the Settlement Agreement, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified in Section 1.1.





# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: **Beth Mahaffey v. Iowa Finance Authority**

Agency/Department: Department of Administrative Services

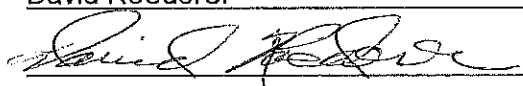
Director's Printed Name: Janet Phipps

Director's Signature: 

Date: 01/30/2019 Approve:  Deny:

Agency/Department: Department of Management

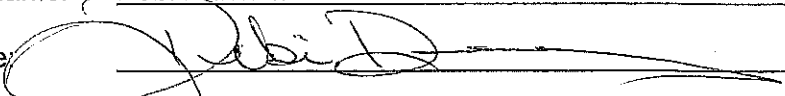
Director's Printed Name: David Roederer

Director's Signature: 

Date: 1-30-19 Approve:  Deny:

Agency/Department: Iowa Finance Authority

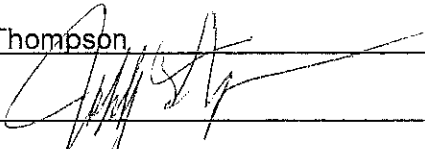
Director's Printed Name: Debi Durham

Director's Signature: 

Date: 01/31/2019 Approve:  Deny:

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: 

Date: 1/31/19 Approve:  Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Beth Mahaffey, Iowa Finance Authority, and the State of Iowa.

Beth Mahaffey is the Complainant, and Iowa Finance Authority and the State of Iowa are Respondents (“Respondents”) in an action initially filed in the Iowa Civil Rights Commission, ICRC CP# 06-18-72099 and cross-filed with the U.S. Equal Employment Opportunity Commission, EEOC# 26A-2018-00607C (the “Complaint”). In the Complaint, Beth Mahaffey made claims against Respondents and sought damages. The Respondents deny all such claims. Beth Mahaffey sought and obtained a right to sue letter on September 6, 2018.

The parties have agreed to compromise and settle all of Beth Mahaffey’s claims that were or could have been asserted in the Complaint. 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:

No Civil Action. Pursuant to this Settlement Agreement and Release, Beth Mahaffey agrees to forgo the filing of any civil action.

### 2. Beth Mahaffey Releases.

- (a) Releasing Parties. The covenants, waivers, and releases made by Beth Mahaffey (“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 Beth Mahaffey in this Settlement Agreement and Release are made to and for the benefit of the Iowa Finance Authority, the State of Iowa, 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 Beth Mahaffey has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Complaint. Without limiting the preceding sentence, the claims which Beth Mahaffey waives and releases in this Settlement

Agreement and Release include those claims asserted or capable of being asserted in the Complaint and shall extend to all claims arising out of or relating to Beth Mahaffey's recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or Iowa Finance Authority; 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 Complaint. Such released claims are collectively referred to as the "Claims."

- (d) Waiver, Release, and Covenant Not to Sue. Beth Mahaffey 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. Beth Mahaffey further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. Upon satisfaction by Beth Mahaffey of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Beth Mahaffey a total gross settlement amount of Two Million, Three Hundred and Fifty Thousand Dollars (\$2,350,000) ("Settlement Amount"), inclusive of future periodic payments as listed in the attached Exhibit A, subject to the reductions described in Paragraph (B) below. The Settlement Amount shall be paid between January 1, 2019 and February 15, 2019. The Settlement Amount is more fully described as follows:

- (A) Respondents shall pay a portion of the Settlement Amount in the amount of One Million, Three Hundred and Sixty-Four Thousand, Four Hundred and Thirty Dollars and Eighty-One Cents (\$1,364,430.81) in compromise of Mahaffey's claims for non-wage compensatory damages, which includes:
- i. A check payable to Mahaffey in the amount of Three Hundred and Fifteen Thousand, Four Hundred and Thirty Dollars and Eighty-One Cents (\$364,430.81). Respondents will issue Mahaffey an IRS Form 1099-MISC for this amount, designating it as "other income" in Box 3; and
  - ii. a check payable to Structured Assignments, Inc. (TIN [REDACTED]) in the amount of Three Hundred Thousand Dollars (\$300,000), which shall be used to purchase an annuity for Mahaffey's benefit. This amount shall fund future Periodic Payments as set forth in detail in Exhibit A. The annuity will be structured lawfully, in accordance with Iowa and federal law. The Parties will cooperate to fulfill this section of the Settlement Agreement; and

- iii. a check payable to MetLife Assignment Company, Inc. (TIN: [REDACTED]) in the amount of Seven Hundred Thousand Dollars (\$700,000), which shall be used to purchase an annuity for Mahaffey's benefit. This amount shall fund future Periodic Payments as set forth in detail in Exhibit A. The annuity will be structured lawfully, in accordance with Iowa and federal law. The Parties will cooperate to fulfill this section of the Settlement Agreement.
- (B) Respondents shall pay a portion of the Settlement Amount in the amount of Two Hundred Thousand Dollars (\$200,000.00), less required withholdings and deductions for applicable taxes, in settlement and compromise of Mahaffey's claim for lost wages. This portion of the Settlement Amount includes:
- i. a check payable to Mahaffey in the amount of Ninety-Nine Thousand Dollars (\$99,000), less required withholdings and deductions for applicable taxes, but with no deduction for IPERS. Respondents will issue Mahaffey an IRS Form W-2 for this amount at the end of 2019; and
  - ii. a check payable to Mahaffey in the amount of Fifty-Two Thousand Dollars (\$52,000), less required withholdings and deductions for applicable taxes, but with no deduction for IPERS. Respondents will issue Mahaffey an IRS Form W-2 for this amount at the end of 2019; and
  - iii. a check payable to Mahaffey's Retirement Investor's Club ("RIC") account in the amount of Twenty-Four Thousand Dollars (\$24,000) for calendar year 2018. Respondents will issue Mahaffey a restated IRS Form W-2 for this amount and
  - iv. a check payable to Mahaffey's Retirement Investor's Club ("RIC") account in the amount of Twenty-Five Thousand Dollars (\$25,000) for calendar year 2019. Respondents will issue Mahaffey an IRS Form W-2 for this amount at the end of calendar year 2019.
- (C) Respondents shall pay to Fiedler Law Firm, P.L.C. (EIN: [REDACTED]) a portion of the Settlement Amount in the amount of Seven Hundred Eighty-Five Thousand, Five Hundred Sixty-Nine Dollars and Nineteen Cents (\$785,569.19), for payment of attorney fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. Respondents shall cause an IRS Form 1099-MISC to be issued to Fiedler Law Firm, P.L.C. and to Mahaffey, reporting this payment as "other income" in Box 3.
- (D) Mahaffey 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.

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.

Beth Mahaffey 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.

Beth Mahaffey acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code Chapter 8A.504.

4. Representation of Beth Mahaffey. Beth Mahaffey 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 the Complaint 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. Beth Mahaffey 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. Beth Mahaffey understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Beth Mahaffey further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Beth Mahaffey represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Beth Mahaffey 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.

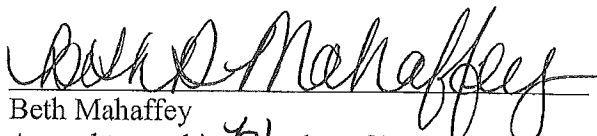
8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

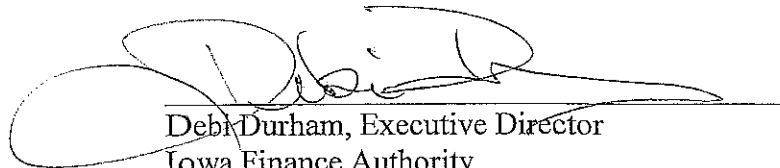
9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged 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 Executive Order Number 85 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 Iowa Finance Authority. 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.**

  
Beth Mahaffey  
Agreed to on this 31 day of January, 2019.



Debi Durham, Executive Director  
Iowa Finance Authority

Agreed to on this 31 day of January, 2019.

Approved as to legal form & content:

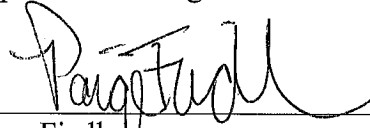
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Paige Fiedler  
Attorney for Beth Mahaffey  
On this \_\_\_\_ day of January, 2019.

---

Debi Durham, Interim Executive Director  
Iowa Finance Authority  
Agreed to on this \_\_\_\_ day of January, 2019.

Approved as to legal form & content:



---

Paige Fiedler  
Attorney for Beth Mahaffey  
On this 31 day of January, 2019.



## EXHIBIT A to SETTLEMENT AGREEMENT AND RELEASE

### 1.0 Periodic Payments to Payee and/or Beneficiary

1.1 The Iowa Finance Authority and State of Iowa (collectively "the State") shall pay or cause to be paid the following Periodic Payments ("Periodic Payments"):

A) To Beth Mahaffey ("Payee"), as follows:

\$4,772.19 per month, guaranteed 15 years, beginning on April 15, 2019. The last payment will be made on March 15, 2034.

*Metropolitan Tower Life Insurance Company will issue an IRS form 1099-MISC to the Payee for each year in which she receives payments. The Periodic Payments as set forth herein are made part of this Exhibit A and do not represent wages subject to FICA and/or FUTA. The total cost to the State of Iowa for the Periodic Payments portion of the settlement is \$700,000.00, disclosure of which has been required as a condition of settlement. No part of the sum being paid by the State of Iowa to provide future Periodic Payments as set forth in this Exhibit A to Settlement Agreement and Release may be paid directly to Payee. The amount paid to the Assignee (as defined below) will be reported to the Assignee and not the Payee.*

The parties agree that the State will satisfy this obligation by funding an annuity through a payment of \$700,000.00 to MetLife Assignment Company, Inc., in accordance with Sections 4.0 and 5.0 of this Exhibit A, as well as the full execution of a Non-Qualified Assignment and Release Agreements. With respect to the funding of the Periodic Payments, it is further agreed and understood that if the State has not funded an annuity in accordance with Sections 4.0 and 5.0 below by March 15, 2019 (purchase date) for any reason, including but not limited to delay in obtaining final court approval, delay in satisfying Medicare requirements, and/or any other reasonable cause, the above payment beginning dates and the first increase dates (if applicable) may be deferred the number of days needed to maintain the agreed to benefit amount(s).

B) To Beth Mahaffey ("Payee"), as follows:

Beginning 04/15/2034, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company ("American Equity") contract value ("Contract Value"). The amount of the payment is \$29,860.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies ("Index Strategy") as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2035, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company ("American Equity") contract value ("Contract Value"). The amount of the payment is \$26,874.00 plus proportionate

index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2036, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$24,187.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2037, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$21,768.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2038, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$19,591.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2039, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$17,632.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2040, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$15,869.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2041, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$14,282.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2042, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company (“American Equity”) contract value (“Contract Value”). The amount of the payment is \$12,854.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies (“Index Strategy”) as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2043, 1 Lump Sum payment equal to 10% of the American Equity Investment Life Insurance Company ("American Equity") contract value ("Contract Value"). The amount of the payment is \$11,568.00 plus proportionate index gains pursuant to the American Equity interest crediting strategies ("Index Strategy") as defined below, in a given year which will credit no less than 0%.

Beginning 04/15/2044, 1 Lump Sum payment equal to 100% of the American Equity Contract Value. The amount of the payment is \$10,412.00 plus index gains pursuant to the Index Strategy in a given year which will credit no less than 0%.

Index Strategy: 100% – S&P 500® Annual Point-To-Point Participation Index Strategy

The measuring life on the annuity contract to fund the above referenced payments in Section 1.1 B) is Beth Mahaffey. In the event of the death of the measuring life, any remaining payments will cease, and a lump sum death benefit will be paid to the beneficiary. The death benefit will be calculated by American Equity based on the premium payments minus withdrawals plus interest crediting.

All payments set forth herein constitute damages on account of Sexual Harassment.

It is understood and agreed by the parties that the periodic payment benefit amounts shown above are based on an illustration dated 01/21/2019, and that the benefit amounts may change depending on the rates at the time of issuance of the annuity contract. The parties agree that all periodic payments to Payee required under Section 1.1 B) will be adjusted either upward or downward, so that the total cost to State of Iowa for the periodic payments to or for the benefit of Payee shall be neither more than or less than \$300,000.00.

*Structured Assignments, Inc. ("Assignee") or Annuity Issuer shall issue an IRS Form 1099-MISC to the Payee for each year in which the Payee receives payments. Payee(s) agree and acknowledges that Payee(s) are relying solely on Payee's own personal tax advisors regarding the tax consequences to Payee of the matters described herein, that State of Iowa has made any representation to Plaintiff, Payee or any other person regarding such tax consequences, and that Payee(s) shall be solely and exclusively liable for any such tax consequences.*

The parties agree that the State will satisfy this obligation by funding periodic payments through a payment of \$300,000.00 to Structured Assignments, Inc., in accordance with Sections 4.0 and 5.0 of this Exhibit A, as well as the full execution of a Non-Qualified Assignment and Release Agreements.

## **2.0 Payee's Right to Payments**

None of the Periodic Payments and no rights to or interest in any of the Periodic Payments (all of the foregoing being hereinafter collectively referred to as "Payment Rights") can be:

- i. Accelerated, deferred, increased or decreased by Payee nor shall Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.
- ii. Sold, assigned, pledged, hypothecated or otherwise transferred or encumbered, either directly or indirectly

Payee and her successors, if any, shall have no power to affect any Transfer of Payment Rights.

### **3.0 Payee's Beneficiary**

Any payments to be made after the death of Payee pursuant to the terms of this Settlement Agreement and Release shall be made to such person or entity as shall be designated in writing by Payee to Assignee as that term is defined in Section 4.1 below. If no person or entity is so designated by Payee, or if the person designated is not living at the time of Payee's death, such payments shall be made to the estate of Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to Assignee. The designation must be in a form acceptable to Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

### **4.0 Consent to Non-Qualified Assignment**

4.1 Payee acknowledges and agrees that the State may make a "non-qualified assignment" of the State's liability to make the Periodic Payments set forth in Section 1.1 A) to MetLife Assignment Company, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the State (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.2 Payee acknowledges and agrees that the State may make a "non-qualified assignment" of the State's liability to make the Periodic Payments set forth in Section 1.1 B) to Structured Assignments, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the State (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

4.3 Any such assignments, if made, shall be accepted by Payee without right of rejection and shall completely release and discharge the State from the Periodic Payments obligation assigned to the Assignees. Payee recognizes that, in the event of such an assignment, the Assignees shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the State shall thereupon become final, irrevocable and absolute.

## **5.0 Right to Purchase an Annuity**

5.1 The State itself or through MetLife Assignment Company, Inc reserves the right to fund liability to make the Periodic Payments in Section 1.1 A) through the purchase of an annuity policy from Metropolitan Tower Life Insurance Company (the "Annuity Issuer"). MetLife Assignment Company, Inc. shall be the sole owner of the annuity policy and shall have all rights of ownership. The MetLife Assignment Company, Inc. may have the Annuity Issuer mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with MetLife Assignment Company, Inc. It is agreed that the cost of purchase of this annuity policy shall be \$700,000.00 inclusive of fees, if any for the purchase of said annuity on or before March 15, 2019 by check drawn to the order of MetLife Assignment Company, Inc. The State shall cause this check to be delivered to the same in a timely manner.

Upon the State's funding of the full annuity premium to MetLife Assignment Company, Inc. through a payment of \$700,000.00 and full execution of the assignment documents, MetLife Assignment Company, Inc. will accept and assume ALL of the State's liability to make the Periodic Payments. Payee hereby accepts and consents to such assignment by the State and assumption by MetLife Assignment Company, Inc. Effective on the Effective Date of the Non-Qualified Assignment and Release Agreement attached as Exhibit 2 and incorporated by reference herein, Payee hereby releases and discharges the State from all liability to make the Periodic Payments, including the failure of Assignee to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever. Plaintiff agrees never to look to the State for payment of any benefits should MetLife Assignment Company, Inc. or its designee fail to make the Periodic Payments for any reason whatsoever.

5.2 The State itself or through Structured Assignments, Inc. reserves the right to fund liability to make the Periodic Payments in Section 1.1 B through the purchase of an annuity policy from American Equity Investment Life Insurance Company (the "Annuity Issuer"). Structured Assignments, Inc. shall be the sole owner of the annuity policy and shall have all rights of ownership. Structured Assignments, Inc. may have the Annuity Issuer mail payment directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with the Structured Assignments, Inc. It is agreed that the cost of purchase of this annuity policy shall be \$300,000.00 inclusive of fees, if any for the purchase of said annuity on or before March 15, 2019 by check drawn to the order of Structured Assignments, Inc. The State shall cause this check to be delivered to the same in a timely manner.

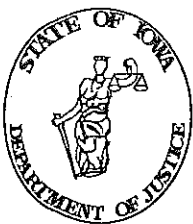
Upon the State's funding of the full annuity premium to Structured Assignments, Inc. through a payment of \$300,000.00 and full execution of the assignment documents, Structured Assignments, Inc. will accept and assume ALL of the State's liability to make the Periodic Payments. Payee hereby accepts and consents to such assignment by the State and assumption by Structured Assignments, Inc. Effective on the Effective Date of the Non-Qualified Assignment and Release Agreement attached as Exhibit 3 and incorporated by reference herein, Payee hereby releases and discharges the State from all liability to

make the Periodic Payments, including the failure of Assignee to make any of the Periodic Payments and/or Annuity Issuer to fund any of the Periodic Payments for any reason whatsoever. Plaintiff agrees never to look to the State for payment of any benefits should Structured Assignments, Inc. or its designee fail to make the Periodic Payments for any reason whatsoever.

### **6.0 Discharge of Obligation**

The obligation of the State and/or Assignees to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in Section 1.1, or the deposit by electronic funds transfer in the amount of such payment to an account designated by the Payee identified in Section 1.1.

4823-9224-4835, v. 1



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

<b>In the matter of: <u>Ashley Jared v. Iowa Finance Authority</u></b>	
<b>Agency/Department:</b>	<u>Department of Administrative Services</u>
<b>Director's Printed Name:</b>	<u>Janet Phipps</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>01/30/2019</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Agency/Department:</b>	<u>Department of Management</u>
<b>Director's Printed Name:</b>	<u>David Roederer</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>1-30-19</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Agency/Department:</b>	<u>Iowa Finance Authority</u>
<b>Director's Printed Name:</b>	<u>Debi Durham</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>01/31/2019</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Office of the Attorney General</b>	
<b>Reviewed by (Print Name):</b>	<u>Jeffrey Thompson</u>
<b>Reviewer's Signature:</b>	
<b>Date:</b> <u>1/30/19</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Ashley Jared, Iowa Finance Authority, and the State of Iowa.

Ashley Jared is the Complainant, and Iowa Finance Authority, and the State of Iowa are Respondents (“Respondents”) in an action pending in the Iowa Civil Rights Commission, ICRC CP# 09-18-72509 and cross-filed with the U.S. Equal Employment Opportunity Commission, EEOC# 26A-2018-00857C. Ashley Jared also filed a complaint with the State Appeal Board (collectively the “Complaints”). In the Complaints, Ashley Jared made claims against Respondents and sought damages. The Respondents deny all such claims.

The parties have agreed to compromise and settle all of Ashley Jared’s claims arising from the Complaints. 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, Ashley Jared shall withdraw her Complaints with prejudice. Such withdrawals shall provide that each party will bear its own costs.

2. Ashley Jared Releases.

- (a) Releasing Parties. The covenants, waivers, and releases made by Ashley Jared 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 Ashley Jared in this Settlement Agreement and Release are made to and for the benefit of the Iowa Finance Authority, the State of Iowa and any State agencies, departments, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, and any current or former employees in their official or individual capacities (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 Ashley Jared has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Complaints, existing as of the date Ashley Jared executes this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Ashley Jared waives and releases in this Settlement Agreement and Release include those claims asserted or capable



of being asserted in the Complaints and shall extend to all claims arising out of or relating to Ashley Jared's recruitment, hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or Iowa Finance Authority; and any claims for back pay, physical personal injury, 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 Complaints. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Ashley Jared 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. Ashley Jared further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. Upon satisfaction by Ashley Jared of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Ashley Jared the lump sum of One Million, Eight Hundred Thousand Dollars (\$1,800,000.00) within ninety (90) days of the execution of this Settlement Agreement and Release. The Settlement Amount is more fully described as follows:

- (a) Respondents will issue a check payable to Ashley Jared in the amount of Eight Hundred Thousand Dollars (\$800,000.00) for personal physical injury without deduction or withholding. Ashley Jared shall be solely responsible for any and all taxes that thereafter may be due on this payment and shall hold the Released Parties harmless and indemnify them from any liability thereon. Respondents will issue Ashley Jared an IRS Form 1099-MISC for this amount; and
- (b) Respondents will issue a check payable to Ashley Jared in the amount of One Million Dollars (\$1,000,000.00) for emotional distress damages from sexual assault and sex discrimination, including sexual harassment, without deduction or withholding. Ashley Jared shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the Released Parties harmless and indemnify them from any liability thereon. Respondents will issue Ashley Jared an IRS Form 1099-MISC for this amount. Ashley Jared's attorney's fees and litigation expenses will be allocated to the \$1,000,000 payment, and as of the date this Agreement is signed by Ashley Jared, her attorney's fees and litigation expenses are approximately \$20,000.00.

4. Ashley Jared 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.

Ashley Jared acknowledges that any payment made under this Settlement Agreement and Release is subject to Iowa Code Chapter 8A.504.

5. Representation of Ashley Jared. Ashley Jared 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 the Complaint 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. Ashley Jared 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.

6. Reasonable Time to Consider. Ashley Jared understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Ashley Jared further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Ashley Jared represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Ashley Jared 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.

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

8. 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.

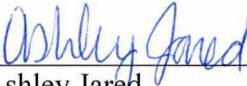
9. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

10. Entire Agreement. This Settlement Agreement and Release constitutes 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.

11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 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 Iowa Finance Authority. 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.**

  
\_\_\_\_\_  
Ashley Jared  
Agreed to on this 31 day of January, 2019.

\_\_\_\_\_  
Deborah Durham, Executive Director  
Iowa Finance Authority  
Agreed to on this \_\_\_\_ day of January, 2019.

9. 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.

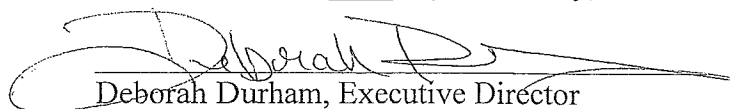
10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged 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.

11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2019).

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 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 Iowa Finance Authority. 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.**

\_\_\_\_\_  
Ashley Jared  
Agreed to on this \_\_\_\_ day of January, 2019.

  
Deborah Durham, Executive Director  
Iowa Finance Authority  
Agreed to on this 31 day of January, 2019.



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

**In the matter of: Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. v. State of Iowa, and State of Iowa Department of Transportation**

**Agency/Department:** Department of Administrative Services  
**Director's Printed Name:** Janet Phipps  
**Director's Signature:** *[Signature]*  
**Date:** 01/24/2019 **Approve:**  **Deny:**

**Agency/Department:** Department of Management  
**Director's Printed Name:** David Roederer  
**Director's Signature:** *[Signature]*  
**Date:** 1-23-19 **Approve:**  **Deny:**

**Agency/Department:** Iowa Department of Transportation  
**Director's Printed Name:** Mark Lowe  
**Director's Signature:** *[Signature]*  
**Date:** 12/31/2018 **Approve:**  **Deny:**

**Office of the Attorney General**  
**Reviewed by (Print Name):** Jeffrey Thompson  
**Reviewer's Signature:** *[Signature]*  
**Date:** 1-8-19 **Approve:**  **Deny:**

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Geneva Reed, as Administrator of the Estate of Walter Reed, Jr., State of Iowa Department of Transportation, and the State of Iowa.

Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. is the Plaintiff, and the State of Iowa Department of Transportation, and State of Iowa are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 131935 (the "Lawsuit"). In the Lawsuit, Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Geneva Reed, as Administrator of the Estate of Walter Reed, Jr.'s claims arising from the Lawsuit. 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, Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. shall dismiss the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. Releases.

- (a) Releasing Parties. The covenants, waivers and releases made by Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. in this Settlement Agreement and Release are made by her in her capacity as administrator of the Estate of Walter Reed, Jr. and on behalf of all persons and entities claiming by, through or under the Estate of Walter Reed, Jr. or through which the Estate of Walter Reed, Jr. makes his claims including, but not limited to, his heirs, assigns, representatives, executors and spouse.
- (b) Released Parties. The covenants, waivers and releases of Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, State of Iowa Department of Transportation, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees in their official or individual capacities (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 Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Walter Reed, Jr.'s recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and State of Iowa Department of Transportation; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. 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. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. further covenants that she in her own capacity, in her capacity as administrator of the Estate of Walter Reed, Jr., or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments. Upon satisfaction by Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. the lump sum of \$100,000.00 as follows:

- (a) \$5,000.00 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Geneva Reed, as Administrator of the Estate of Walter Reed, Jr.
- (b) \$ 45,000.00 without deduction or withholding made payable to the Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(c) \$ 50,000.00 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. 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 Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. 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 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, if any, on the settlement amounts received hereunder. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. 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. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. further acknowledges that the terms of this Settlement Agreement and Release were negotiated by her, through 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 Settlement Agreement and Release and their legal effect. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Geneva Reed, as Administrator of the Estate of Walter Reed, Jr. 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 constitutes 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 (2013).

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 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 Transportation. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. 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.**

\_\_\_\_\_  
Geneva Reed, as Administrator of the Estate of  
Walter Reed, Jr.

Agreed to on this \_\_\_\_ day of December, 2018.



\_\_\_\_\_  
Mark Lowe, Director  
State of Iowa Department of Transportation

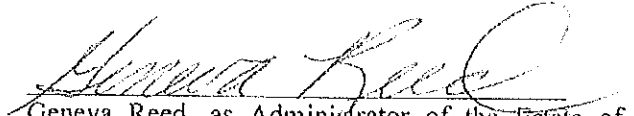
Agreed to on this 31st day of December, 2018.

Approved as to legal form & content:

\_\_\_\_\_  
Thomas Newkirk  
Attorney for Geneva Reed, as Administrator of the  
Estate of Walter Reed, Jr.

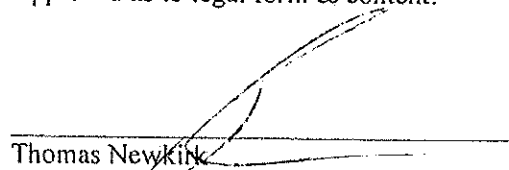
On this \_\_\_\_ day of December, 2018.

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.

  
Geneva Reed, as Administrator of the Estate of  
Walter Reed, Jr.  
Agreed to on this 2 day of ~~December, 2018.~~  
January, 2019.

\_\_\_\_\_  
Mark Lowe, Director  
State of Iowa Department of Transportation  
Agreed to on this \_\_\_\_ day of December, 2018.

Approved as to legal form & content:

  
\_\_\_\_\_  
Thomas Newkirk  
Attorney for Geneva Reed, as Administrator of the  
Estate of Walter Reed, Jr.  
On this 2 day of ~~December, 2018.~~  
January, 2019



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: Thomas Kacmarynski DAS# 18-0023 / PERB# 102125
LRT Staff: Henry Widen

Agency/Department: Iowa Department of Public Defense
Director's Printed Name: Timothy Orr
Director's Signature: Timothy Orr
Date: 8 Jan 2019 Approve: [X] Deny: [ ]

Department of Administrative Services
Director's Printed Name: Janet E. Phipps
Director's Signature: Janet E. Phipps
Date: 01/08/2019 Approve: [X] Deny: [ ]

Department of Management
Director's Printed Name: David Roederer
Director's Signature: David Roederer
Date: 1-8-19 Approve: [X] Deny: [ ]

Office of the Attorney General
Reviewed by (Print Name): Jeffrey Thompson
Reviewer's Signature: Jeffrey Thompson
Date: 1-8-19 Reviewed: [X] Redacted: [ ]

STATE OF IOWA  
AND  
THOMAS KACMARYNSKI – AFSCME COUNCIL 61

SETTLEMENT AGREEMENT

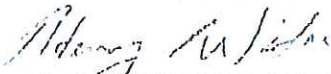
The State of Iowa, Department of Administrative Services and Iowa Department of Public Defense, hereinafter Appellee, and Thomas Kacmarynski and AFSCME Council 61, hereinafter Appellant, enter into the following Agreement in full and final resolution of the merit grievance appeal filed by or on behalf of Appellant, hereinafter PERB Case No. 102125, that alleged a violation of Iowa Code Section 8A.415(2).

In order to resolve PERB Case No. 102125, the above-listed parties agree to the following:

1. The subject three (3) day suspension shall be reduced to a one (1) day suspension with no back pay.
2. This agreement is a good faith settlement of all issues arising from the facts alleged in this appeal, no promises of any other or further considerations have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Appellant's claim in this appeal.
3. The terms of this settlement agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this agreement or cite the same as precedent in any litigation or other proceedings in the future.
4. This agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
5. This Settlement Agreement is not binding until completely approved in accordance with 2017 Iowa Acts, House File 291, section 51.
6. Upon approval in accordance with 2017 Iowa Acts, House File 291, section 51, the Appellant will withdraw PERB Case No. 102125.

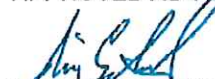
FOR THE APPELLEE:


APPROVED AS TO FORM

  
Henry Widen Date 12/11/18  
Iowa Department of Administrative Services

FOR THE APPELLANT:

APPROVED AS TO FORM

  
Rick Ellander Date 12/18/18  
AFSCME Council 61

  
Major George Mosby Date 11/29/18  
Iowa Department of Public Defense

  
Thomas Kacmarynski Date 12/18/18  
Appellant



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: Shannon Blunk PERB# 102143 /DAS# 18-0032

LRT Staff: Andrew Hayes

Agency/Department: Department of Corrections

Director's Printed Name: Jerry Bartruff

Director's Signature:

Date: 10-15-18 Approve:  Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature:

Date: 10/15/2018 Approve:  Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 10-17-18 Approve:  Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature:

Date: 10/19/18 Reviewed:  Redacted:

STATE OF IOWA  
AND  
SHANNON BLUNK

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections/Fort Dodge Correctional Facility ("FDCF"), hereinafter the State, and Shannon Blunk, hereinafter the Grievant, enter into the following Agreement in full and final resolution of the grievance(s) filed by the Grievant, State Employee Grievance No. 18-0032, that alleged a violation of Iowa Administrative Code rules 11-60.2(8A); 11-60.2(1)"a"; and Iowa Code § 8A415(2).

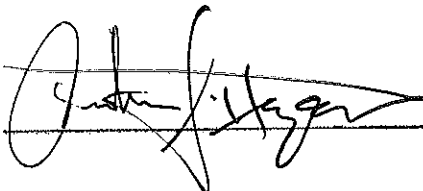
This Settlement arose out of a situation in which the Grievant was terminated from employment on or about September 22, 2017. The parties have agreed to the following:

1. Grievant shall be reinstated as a Correctional Officer at FDCF without backpay or accruals.
2. Grievant's pay rate upon reinstatement shall be the rate he was earning as of September 22, 2017. Grievant's pay increase eligibility date shall be restored without adjustment for the period he was terminated; however, Grievant shall not receive any pay increases for which he otherwise may have been eligible during the period of termination. Grievant shall not immediately be eligible for a within-grade increase upon reinstatement, and shall be eligible for a within-grade increase in July, 2019.
3. Grievant shall retain his original date of hire and his length of service/seniority shall not be adjusted forward for the period he was terminated.
4. Grievant's sick leave balance of as of September 22, 2017, shall be restored upon reinstatement.
5. Grievant's vacation anniversary date shall be restored; however, as stated above, Grievant is not entitled to any vacation accruals during the period he was terminated.
6. In consideration of the foregoing, the Grievant withdraws the above referenced grievance and will file a dismissal with prejudice in Public Employment Relations Board case number 102143 no later than five (5) days after being reinstated.
7. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action arising from the Grievant's termination.
8. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
9. This Agreement shall be made accessible to the public on an internet site maintained by the Department of Administrative Services.
10. This Settlement Agreement is not binding until completely approved in accordance with 2017 Iowa Acts, House File 291, section 51.

APPROVED AS TO FORM

FOR THE STATE:

FOR THE GRIEVANT:

 10/12/18


 10-9-2018

Andrew S. Hayes  
Labor & Legal Services Attorney  
Iowa Department of Administrative Services

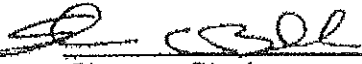
Date

Matt Butler  
Staff Representative  
AFSCME Council 61

Date

  
Robert Johnson  
Warden  
Fort Dodge Correctional Facility

10/12/18  
Date

  
Shannon Blunk  
Grievant

9 Oct 18  
Date





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: William Lachna AFSCME# 125382/DAS# 16-0448

LRT Staff: Andrew Hayes

Agency/Department: Department of Corrections

Director's Printed Name: Jerry Bartruff

Director's Signature:

Date: 9-26-18 Approve:  Deny:

Department of Administrative Services

Director's Printed Name: Janet E. Phipps

Director's Signature:

Date: 09/26/2018 Approve:  Deny:

Department of Management

Director's Printed Name: David Roederer

Director's Signature:

Date: 9-27-18 Approve:  Deny:

Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature:

Date: 10/8/18 Reviewed:  Redacted:

STATE OF IOWA  
AND  
AFSCME COUNCIL 61

SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services and the Iowa Department of Corrections/Anamosa State Penitentiary, hereinafter the State, and the AFSCME Council 61, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance(s) filed by William Laclna, hereinafter the Grievant, Union No. 125382/DAS No. 16-0448, that alleged a violation of Article VIII, Section 2 (Overtime) of the 2015-2017 Collective Bargaining Agreement between the parties.

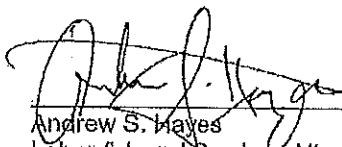
This Settlement arose out of a situation involving a dispute over Management's calculation of the Grievant's hours worked for the work period spanning Friday, December 25, 2015 -- Thursday, December 31, 2015. The parties have agreed to the following:

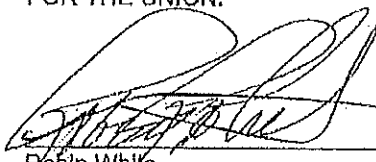
1. Eight (8) hours worked by Grievant during the work period running from Friday, December 25, 2015 -- Thursday, December 31, 2015, will be paid out as overtime instead of straight time pay.
2. Accordingly the Grievant will be reimbursed for a total of four (4) hours using the rate the Grievant was earning during the work period covering Friday, December 25, 2015 -- December 31, 2015.
3. Because this Settlement Agreement contemplates payment of back wages across fiscal years, the parties acknowledge that the payment will have to be approved by the State Appeal Board pursuant to IAC 11-53.4(7)(a).
4. In consideration of the foregoing, the Union withdraws the above referenced grievance.
5. This Agreement is a good faith settlement of all issues arising from the facts alleged in the grievance. No promises of any other or further consideration have been made by anyone. The above consideration is all that will be received for the claims and potential causes of action addressed and arising from the Grievant's claims in this grievance.
6. The terms of this Settlement Agreement are considered by the parties to pertain only to the specific facts involved in this matter. Neither party shall rely on this Agreement or cite the same as precedent in any grievances, arbitration, litigation or other proceedings in the future.
7. This Agreement shall be made accessible to the public on an Internet site maintained by the Department of Administrative Services.
8. This Settlement Agreement is not binding until completely approved in accordance with 2017 Iowa Acts, House File 291, section 51.

APPROVED AS TO FORM

FOR THE STATE:

FOR THE UNION:

  
Andrew S. Hayes  
Labor & Legal Services Attorney  
Iowa Department of Administrative Services  
Date 08/24/18

  
Robin White  
Staff Representative  
AFSCME Council 61  
Date 8/20/18

William Sperslage 8/21/18  
Date  
William Sperslage  
Warden  
Anamosa State Penitentiary

William Lacin 8/21/2018  
Date  
William Lacin  
Grievant



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## 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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

<b>In the matter of:</b> Beverly Couch v. State of Iowa Department of Human Services	
<b>Agency/Department:</b>	<u>Iowa Department of Human Services</u>
<b>Director's Printed Name:</b>	<u>Jerry Foxhoven</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>8-15-18</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Agency/Department:</b>	<u>Department of Administrative Services</u>
<b>Director's Printed Name:</b>	<u>Janet E. Phipps</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>08/17/2018</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Agency/Department:</b>	<u>Department of Management</u>
<b>Director's Printed Name:</b>	<u>David Roederer</u>
<b>Director's Signature:</b>	
<b>Date:</b> <u>8-27-18</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Office of the Attorney General</b>	
<b>Reviewed by (Print Name):</b>	<u>Jeffrey Thompson</u>
<b>Reviewer's Signature:</b>	
<b>Date:</b> <u>8-15-18</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Beverly Couch and the State of Iowa Department of Human Services.

Beverly Couch is the Plaintiff, and the State of Iowa Department of Human Services is the Defendant ("Defendant") in an action pending in Polk County District Court, Case Number LACL 129301 (the "Lawsuit"). In the Lawsuit, Beverly Couch made claims against Defendant and sought damages. The Defendant denies all such claims.

The parties have agreed to compromise and settle all of Beverly Couch's claims arising from the Lawsuit. 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, Beverly Couch shall dismiss her claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs; provided, however, Defendant will pay Beverly Couch's appeal costs.

2. Pippen Judgment (Case No. LACL 107038). The State of Iowa will release any remaining dollar amount for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038).

3. Beverly Couch Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Beverly Couch 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 Beverly Couch in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa Department of Human Services and any State of Iowa officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and 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 Beverly Couch has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Beverly Couch waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Beverly Couch's recruitment, recall, hiring, employment, training, terms and conditions of employment, or cessation of such employment with the State of Iowa Department of Human Services; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."
- (d) Waiver, Release and Covenant Not to Sue. Beverly Couch 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. Beverly Couch 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.

4. Payments. Upon satisfaction by Beverly Couch of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Beverly Couch the lump sum of \$81,945.66 as follows:

- (a) \$15,000.00 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Beverly Couch.
- (b) \$35,000.00 without deduction or withholding made payable to Beverly Couch. Beverly Couch shall be solely responsible for any and all taxes that thereafter

may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(c) \$31,945.66 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Beverly Couch 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 Department of Human Services or any of the Released Parties, and that the State of Iowa Department of Human Services and all Released Parties expressly deny any such liability or wrongdoing.

5. Representation of Beverly Couch. Beverly Couch 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 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, if any, on the settlement amounts received hereunder. Beverly Couch 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 5.

6. Reasonable Time to Consider. Beverly Couch understands and acknowledges that she has been given a reasonable period of time to consider whether she wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Beverly Couch further acknowledges that the terms of this Settlement Agreement and Release 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 Settlement Agreement and Release and their legal effect. Beverly Couch represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Beverly Couch 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.

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

8. 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.

9. 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.

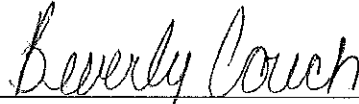
10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged 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.

11. Public Record. The parties acknowledge that this Settlement Agreement and Release is a public record, pursuant to Iowa Code Chapter 22 (2013).

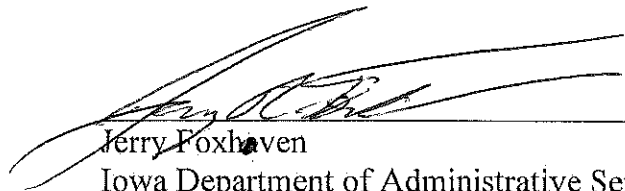
12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of Department of Administrative Services, and the Director of the Iowa Department of Human Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. 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.

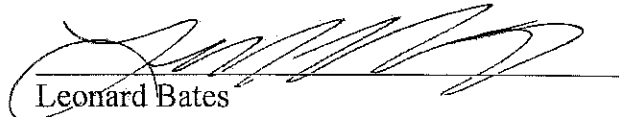


Beverly Couch  
Agreed to on this 14 day of August, 2018.



Jerry Foxhoven  
Iowa Department of Administrative Services  
Agreed to on this 15 day of August, 2018.

Approved as to legal form & content:



Leonard Bates  
Attorney for Beverly Couch  
On this 14<sup>th</sup> day of AUGUST, 2018.

THOMAS J. MILLER  
ATTORNEY GENERAL

JOHN McCORMALLY  
ASSISTANT ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.  
DES MOINES, IA 50319  
Main: 515-281-7055  
www.iowaattorneygeneral.gov

**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 Jeffrey Thompson, Solicitor General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: **EEOC & Marina Pikiš v. Child Support Recovery Unit, Department of Human Services, and State of Iowa (EEOC 26J-2015-00053)**

Agency/Department: Department of Human Services  
Director's Printed Name: Jerry Foxhoven  
Director's Signature: [Signature]  
Date: 6/29/18 Approve:  Deny:

Agency/Department: Department of Management  
Director's Printed Name: David Roederer  
Director's Signature: [Signature]  
Date: 7-3-18 Approve:  Deny:

Agency/Department: Department of Administrative Services  
Director's Printed Name: Janet E. Phipps  
Director's Signature: [Signature]  
Date: 07/02/2018 Approve:  Deny:

**Office of the Attorney General**  
Reviewed by (Print Name): Jeffrey Thompson  
Reviewer's Signature: [Signature]  
Date: 7/10/18 Approve:  Deny:



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Milwaukee Area Office

310 West Wisconsin Avenue, Suite 500  
Milwaukee, WI 53203-2292  
(414) 297-1111  
TTY (414) 297-1115  
FAX (414) 297-4133 & 3146

CONCILIATION AGREEMENT

JUN 22 2018

In the Matter of:

U. S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

and

MARINA PIKIS  
[REDACTED]

Charging Party

vs.

STATE OF IOWA  
IOWA DEPARTMENT OF HUMAN SERVICES  
CHILD SUPPORT RECOVERY UNIT  
Attn: Human Resource Director  
3911 W. Locust Street  
Davenport, IA 52804

Respondent

Charge Number: 26J-2015-00053

\*\*\*\*\*

An investigation having been made under the Americans with Disabilities Act of 1990, as amended by the U.S. Equal Employment Opportunity Commission (EEOC) and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

### GENERAL PROVISIONS

1. Charging Party's Covenant Not to Sue - The Charging Party agrees not to sue the Respondent with respect to any allegations contained in the above-captioned charge. The EEOC agrees not to use the above-captioned charge as the jurisdictional basis for filing a lawsuit against the Respondent. However, nothing in this Agreement shall be construed to preclude the EEOC and/or any aggrieved individual(s) from bringing suit to enforce this Agreement in the event that the Respondent fails to perform the promises and representations contained herein, nor shall anything in this Agreement preclude the Charging Party or the EEOC from filing charges against the Respondent in the future. The EEOC shall determine whether the Respondent has complied with the terms of this Agreement.
2. EEOC May Proceed with Respect to Matters Like and Related - The EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Agreement and to secure relief on behalf of aggrieved persons not covered by the terms of this Agreement.
3. Respondent to Comply with Statutes Administered by the EEOC - The Respondent agrees that it shall comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Equal Pay Act of 1963, as amended; and the Genetic Information Nondiscrimination Act of 2008.
4. Retaliation Prohibited - The parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under any statute administered by the EEOC or because of the filing of a charge, giving of testimony, or assistance or participation in any manner in any investigation, proceeding, or hearing under any statute administered by the EEOC.
5. EEOC May Review Compliance with Agreement - The Respondent agrees that the EEOC may review compliance with this Agreement. As a part of such review, the EEOC may require written reports concerning compliance, inspect Respondent's premises, interview witnesses, and examine and copy relevant documents.
6. Length of Agreement - This Agreement shall remain in full force and effect, provided that the Respondent has fully complied with all of the terms of this Agreement for a period of two years from the date of execution of the Agreement. If the Respondent has failed to fully comply with all of the terms of this Agreement by the ending date set above in this paragraph, the duration of the Agreement may be extended by the EEOC.

### EMPLOYMENT POLICIES AND PRACTICES

Anti-Discrimination Provision - Respondent agrees to refrain from discriminating on the basis of disability in all phases of employment including recruitment, hiring, job assignment, promotion, training, accommodation and other terms, conditions, or privileges of employment.

### POSTING

The Respondent agrees to sign and conspicuously post the "Notice to All Employees" found at Attachment A to this Agreement. The Respondent will post copies of the Notice on all employee bulletin boards, physical and electronic, for a period of two years from the date of execution of this Agreement.

### TRAINING

The Respondent agrees to provide training on compliance with Title I of the Americans with Disabilities Act of 1990, as amended, to focus on definitions and examples of protected activity and retaliation as well as steps to prevent retaliation for all human resource employees and supervisors within the Child Support Recovery Unit within three (3) months from the date of execution of this Agreement.

### MONETARY RELIEF

Respondent agrees to pay Charging Party for damages in the amount of \$12,000.00 subject to an IRS 1099 Form. The payment shall be made within twenty (20) days of the effective date of this Agreement and shall be made payable to the Charging Party and mailed via certified mail to the Charging Party's address, [REDACTED]

### REPORTING REQUIREMENTS

Within 30 days from the effective date of this Agreement Respondent will send to the Director, Equal Employment Opportunity Commission, Milwaukee Area Office, a photocopy of the check sent to the Charging Party and a copy of the certified mail receipt.


In addition, within ten (10) days of completion of the training required under this Agreement, Respondent will send to the Director, Equal Employment Opportunity Commission, Milwaukee Area Office, a copy of the training materials used, the date(s) of the training, and a list of all employees who attended the training.

### SIGNATURES

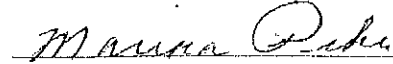
CONCILIATION AGREEMENT  
Charge Number: 26J-2015-00053

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein:

6-1-18  
Date

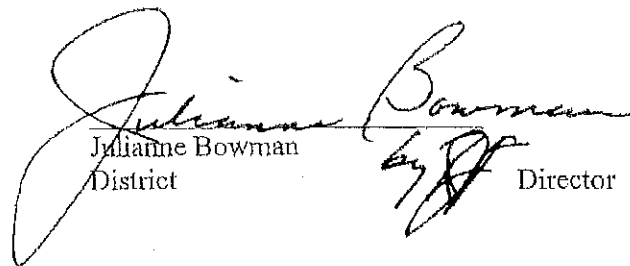
  
INSERT STATE OF IOWA REP  
for Respondent

6-18-18  
Date

  
Marina Pilis  
Charging Party

Approved on behalf of the Commission,

6/22/18  
Date

  
Julianne Bowman  
District Director



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Milwaukee Area Office

310 West Wisconsin Avenue, Suite 500  
Milwaukee, WI 53203-2292  
National Contact Center: (800) 669-4000  
National Contact Center TTY: (800) 669-6820  
Milwaukee Status Line: (866) 408-8075  
Milwaukee Direct Dial: (414) 297-1112  
TTY (414) 297-1115  
FAX (414) 297-4133 & 3146

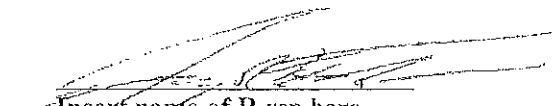
**NOTICE TO ALL EMPLOYEES**  
**RETALIATION IS ILLEGAL**

Federal Law prohibits retaliation against any applicant or employee because the applicant or employee files an employment discrimination charge against the employer, opposes employment discrimination, or cooperates with or participates in the Government's investigation of a charge of discrimination.

Should you have any complaints or questions regarding employment discrimination, you can contact the EEOC office at the address and telephone number shown above.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED.** This notice must remain posted as agreed upon by all parties and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the EEOC at the above address and telephone number.

EEOC is responsible for enforcing Title VII of the Civil Rights Act of 1964, as amended, which prohibits employment discrimination based on race, color, sex, national origin; the Age Discrimination in Employment Act of 1967, as amended; the Equal Pay Act of 1963; and the Americans with Disabilities Act of 1990.

  
Insert name of R rep here

DATE: 6-7-18

THIS NOTICE MAY NOT BE REMOVED BEFORE May 1, 2020