

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (AAgreement@) is entered into by and between Swallow Yan (AYan@) and the Iowa Department of Natural Resources ("IDNR"), on behalf of the State of Iowa, Rick Hindman, Jeff Franklin, Christine Spackman and Beth Scrivner. This Agreement is effective as of the date it is fully executed by all parties.

WHEREAS, Yan is a plaintiff in a lawsuit currently pending before the Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie and Swallow Yan v. State of Iowa, Jeff Franklin, Rick Hindman, Christine Spackman and Beth Scrivner*.

WHEREAS, the parties agree to settle Yan's claims against all defendants in accordance with the terms set forth below:

1. Within thirty (30) days after this Agreement is signed by all parties, the IDNR agrees to pay Yan \$100,000 as follows:
  - a. \$5,000, less all applicable state and federal income taxes and social security taxes, for payment upon dismissal. The State of Iowa will provide a State of Iowa warrant made payable to Yan and delivered to Yan's counsel;
  - b. \$61,666.67, without deduction or withholding, for non-wage, compensatory damages for emotional distress. The State of Iowa will provide a State of Iowa warrant made payable to Yan and delivered to Yan's counsel and
  - c. \$33,333.33, for attorney's fees and costs. The State of Iowa will provide a State of Iowa warrant in this amount made payable to Babich Goldman, P.C.

Yan assumes full responsibility to state and federal taxing authorities for any tax consequences, including interest or penalties, regarding employee or income taxes arising out of this payment. Furthermore, if a claim is made against the IDNR for Yan's alleged share of withholdings or taxes on this payment, Yan agrees to indemnify and hold the IDNR harmless against such claims, including interest or penalties.

2. Upon execution of this Agreement, the IDNR will remove disciplinary actions, including related documents, contained in Yan's official IDNR personnel file. The term "disciplinary action" means those actions taken to discipline Yan consistent with the meaning and use of that term in the IDNR employee handbook.
3. Yan agrees that upon execution of this Agreement, he will take leave from the IDNR as follows: (1) he will exhaust his remaining vacation leave, (2) he will exhaust his remaining sick leave, and (3) he will then be on leave without pay (LWOP) status from the IDNR. Upon execution of this Agreement, Yan's employment is effectively terminated with the IDNR, all benefits to him as a state employee will cease except to

the extent permitted through his exhaustion of vacation and sick leave existing at the time of this Agreement, and Yan will not return to the IDNR as an employee at any time. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not modify or deny Yan seniority or job transfer rights he may otherwise qualify for under state policies or the applicable collective bargaining agreement while he is on LWOP.

4. The IDNR agrees that formal inquiries about Yan from prospective employers will be directed to an IDNR personnel assistant who will confirm Yan's employment with the IDNR, the dates of his employment, his position, and related objective information. The personnel assistant will not discuss Yan's performance at the IDNR, his disciplinary history, the nature of his lawsuit or the terms of this settlement. The IDNR agrees that no named individual defendant in this action will provide written or verbal responses to inquiries about Yan from prospective employers. During Yan's leave, he shall retain eligibility to apply for positions within other agencies of state government, and the IDNR personnel assistant shall provide information to potential employers consistent with this paragraph whether within or without state government.
5. Yan may remain on leave status until he secures other employment, or for a period no longer than one calendar year from the date of this Agreement, whichever event occurs first. If Yan secures regular full-time employment while on leave from the IDNR, he shall submit his resignation to the IDNR prior to his new employment date. If Yan does not submit a letter of resignation to the IDNR prior to his employment date, his employment with the IDNR will terminate effective the first day of employment with his new employer. If Yan fails to secure other employment while on LWOP, Yan's employment with the IDNR will terminate pursuant to this Agreement at the conclusion of his LWOP status. "Regular full-time employment" consists of employment by Yan as an employee, agent or contractor that is not temporary or part-time, but is intended to provide Yan with ongoing income at a rate that is at least 70% of his regular DNR salary (not including benefits) at the time this Agreement is executed.
6. If Yan fails to secure any other employment while on leave status and his employment with the IDNR terminates pursuant to this Agreement, the IDNR agrees it will not contest Yan's eligibility for unemployment benefits should he seek such benefits at that time.
7. Yan agrees he will not seek reemployment with the IDNR at any time. This does not preclude IDNR from recruiting Yan for employment.
8. In consideration of the foregoing and of the agreements herein, and except as otherwise specifically provided in this Agreement, Yan hereby irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, IDNR, Rick Hindman, Jeff Franklin, Christine Spackman, Beth Scrivner and all of their

officers, directors, employees, agents and attorneys, from any and all liability, claims, demands and causes of action of every nature whatsoever which Yan may have or may ever claim to have which relate to or arise out of his recruitment, hiring, employment or separation from employment with the IDNR, including but not limited to:

- a. Any and all grievances and claims arising out of his employment with the State of Iowa;
  - b. Any and all claims for unlawful discrimination or harassment arising under federal or state law; and
  - c. Any and all damages, whether known or not, arising from events occurring prior to the effective date of this Agreement.
9. In further consideration, Yan agrees to dismiss within thirty (30) days after this Agreement is effective, with prejudice, (1) his claims contained in Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie and Swallow Yan v. State of Iowa, Jeff Franklin, Rick Hindman, Christine Spackman and Beth Scrivner*, and (2) his complaint (CP# 09-10-59602) filed on September 15, 2010, and currently pending before the Iowa Civil Rights Commission.
10. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall apply to any claims for statutory benefits under Iowa Workers= Compensation laws, claims for minimum wage or statutory overtime payments under the Fair Labor Standards Act, actions for vested pension or retirement benefits, or to actions for breach of this Agreement.
11. Yan agrees to never file any grievance, claim, action, or complaint with any administrative agency, state court, or federal court, which he may have as of the date this Agreement is fully executed, known or unknown, relating to or arising out of his employment with State of Iowa.
12. With respect to the release for age discrimination claims, Yan shall have twenty-one (21) days after he has received this Agreement to consider whether the terms of this Agreement are acceptable to him.
- a. **Notification of Rights Pursuant to the Federal Age Discrimination in Employment Act (29 U.S.C. ' 621 et seq.).** Yan is hereby notified of his right to rescind the release with respect to claims arising under the federal Age Discrimination in Employment Act, 29 U.S.C. ' 621, et seq., within seven (7) days after the signing of this Settlement Agreement and General Release. In order to be effective, the rescission must be in writing and delivered to:

David S. Steward  
Assistant Attorney General  
Lucas State Office Building, Room 18  
Des Moines, Iowa 50319

by hand or mail. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to David S. Steward, as set forth above, and sent by certified mail, return receipt requested. It is further understood that if Yan rescinds the release of claims, in accordance with this paragraph, that the IDNR shall have no obligation to make the payments referred to in Paragraph 1.

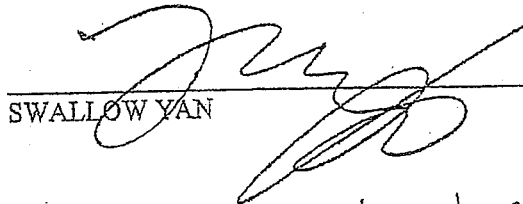
- b. **Waiver of 21 Day Waiting Period.** Yan expressly waives the 21 day period to consider whether or not to enter into this Agreement as provided by 29 U.S.C. § 626(f)(1) after having the opportunity to consult with legal counsel and knowingly and voluntarily waives that right.
- c. **Acknowledgment of Reading and Understanding Consultation with Legal Counsel: Period to Consider Agreement.** Yan, by his signature to this Agreement, acknowledges and agrees that he has carefully read and understands all provisions of this Agreement, and that he has entered into this Agreement knowingly and voluntarily. He further acknowledges that the State of Iowa has advised him to consult with legal counsel prior to signing this Agreement, and he acknowledges that he has consulted with or had the opportunity to consult with legal counsel.
13. Yan specifically agrees that he will not actively seek to publicize the terms of this Agreement, even though it is a public record. This does not prevent or limit Yan's disclosure of the terms of this Agreement or other conditions of employment in relation to unemployment compensation proceedings initiated pursuant to Paragraph 6 of this Agreement. Furthermore, this paragraph does not prevent Yan from revealing the terms of this Agreement upon an unsolicited request.
14. The foregoing payment is all that Yan will receive for consenting to the terms of this Agreement, and Yan expressly acknowledges no promise for any other or further consideration has been made by any other party or others on their behalf.
15. This Agreement is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the State of Iowa, IDNR, Rick Hindman, Jeff Franklin, Christine Spackman and Beth Scrivner.
16. Yan and the State of Iowa each agree to bear all of their respective attorney's fees, legal expenses and costs.
17. Each and every provision of this Agreement is severable. If any item or provision is ruled to be invalid, void or unenforceable by any court, such ruling shall not affect the validity of the remainder of this Agreement.
18. The parties acknowledge this Agreement is a public record under Iowa Code chapter 22, and it is available for public inspection and copying upon request.

19. This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be an original.
20. Yan acknowledges he has read this entire Agreement, understands that the Agreement constitutes a contract, and enters into this Agreement voluntarily only after being advised by the State of Iowa of his right to consult an attorney to review the Agreement and having freely exercised this right.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING AGREEMENT, AND UNDERSTANDS ITS TERMS AND FREELY AND VOLUNTARILY SIGNS THE SAME.

IOWA DEPARTMENT OF  
NATURAL RESOURCES

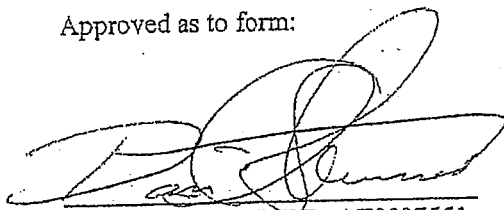
  
ROGER L. LANDE, Director

  
SWALLOW YAN

DATE: 8/01/11

DATE: 7/29/2011

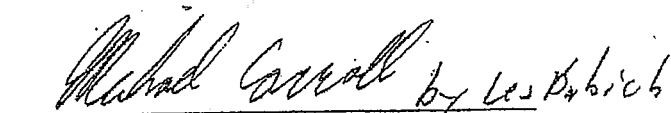
Approved as to form:



DAVID S. STEWARD, AT0007551  
JACOB J. LARSON, AT0009804  
Assistant Attorneys General  
Lucas State Office Building  
321 E. 12<sup>th</sup> Street  
Ground Floor, Room 18  
Des Moines, IA 50319  
Phone: (515) 281-5351  
Fax: (515) 242-6072  
Email: dstewar@ag.state.ia.us

ATTORNEYS FOR DEFENDANTS

Approved as to form:

  
MICHAEL J. CARROLL, PK0013088

Babich Goldman, P.C.  
100 Court Avenue, Suite 403  
Des Moines, IA 50309  
Phone: (515) 244-4300  
Fax: (515) 244-2650  
Email: mcarroll@babichgoldman.com

ATTORNEYS FOR SWALLOW YAN

RECEIVED

AUG 15 2011

STATE OF IOWA  
AND  
UE Local 893 - Iowa United Professionals

IA DEPT. OF  
ADMINISTRATIVE SERVICES

SETTLEMENT AGREEMENT

11-0269

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Department of Human Services, hereinafter the State, and the United Electrical, Radio and Machine Workers of America, Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Deanna Edmond, hereinafter Grievant, UE-IUP No. 11-003/DAS-HRE No. 11-0269, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant's employment was terminated on January 25, 2011.

The parties have agreed to the following: *HE*

1. The Grievant's termination is hereby converted to a leave of absence without pay from January 25, 2011, through October 5, 2011, with the following exceptions:
  - The grievant shall receive \$1,000 in compensation for the IPERS quarter ending March 31, 2011.
  - The grievant shall receive \$1,000 in compensation for the IPERS quarter ending June 30, 2011.
  - The grievant shall be paid \$1,000 for the pay period beginning August 19, 2011.
  - The grievant shall be paid \$1,000 for the pay period beginning September 30, 2011.
2. The State shall provide the grievant with a photo of the State Capitol upon execution of this agreement.
3. This Settlement Agreement is to serve as the Grievant's notification and Management's acceptance of the Grievant's voluntary resignation effective at 5 p.m. on October 5, 2011. *HE*
4. The Grievant agrees to no future application to or employment with the State of Iowa.
5. In consideration of the foregoing, the Union will withdraw the above referenced grievance and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship.
6. The grievant hereby agrees not to disclose the terms of this Agreement and not to discuss this matter, including the investigation resulting in her discharge, with anyone other than her union representative.

- 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 addressed and arising from the Grievant's claims in this grievance.
- 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.

FOR THE STATE

Stephanie L. Reynolds 8/15/11  
 Stephanie L. Reynolds Date  
 Labor Relations Specialist  
 DAS-HRE

Jean M. Slaybaugh 8/12/11  
 Jean M. Slaybaugh Date  
 Chief Financial Officer  
 Division of Fiscal Management  
 Iowa Department of Human Services

FOR THE UNION

Greg A. Cross 8/12/11  
 Greg Cross Date  
 International Representative  
 UE Local 893 - IUP

Deanna Edmond 8/12/11  
 Deanna Edmond Date  
 Grievant

STATE OF IOWA  
AND  
UE Local 893 – Iowa United Professionals


SETTLEMENT AGREEMENT – ADDENDUM

This document shall serve as an addendum to the Settlement Agreement between the State of Iowa, Department of Administrative Services, Human Resources Enterprise, and Department of Human Services, and the United, Electrical, Radio and Machine Workers of America, Local 893 – Iowa United Professionals regarding the resolution of a grievance filed by Deanna Edmond (Grievant), UE-IUP No. 11-0003/DAS-HRE No. 11-0269.

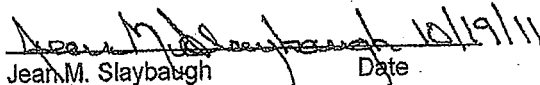
The grievant shall receive compensation for wages earned according to the following schedule:

- The grievant shall be paid for 38.72 hours of wages for the pay period beginning March 4, 2011.
- The grievant shall be paid for 38.72 hours of wages for the pay period beginning May 27, 2011.
- The grievant shall be paid for 38.72 hours of wages for the pay period beginning September 2, 2011.
- The grievant shall be paid for 38.72 hours of wages for the pay period beginning September 30, 2011.

FOR THE STATE

 10/19/11

Stephanie L. Reynolds      Date  
Labor Relations Specialist  
DAS-HRE

 10/19/11

Jean M. Slaybaugh      Date  
Chief Financial Officer  
Division of Fiscal Management  
Iowa Department of Human Services



IOWA DEPARTMENT OF INSPECTIONS AND APPEALS  
LUCAS STATE OFFICE BUILDING  
DES MOINES, IOWA 50319

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SETTLEMENT AGREEMENT AND RELEASE AGREEMENT

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John Judisch and the Iowa Department of Inspections and Appeals (Department) enter into this Settlement Agreement (Agreement), and agree as follows:

1. Employment Termination. John Judisch hereby resigns from his position as Director of the Iowa Medicaid Fraud Control Unit with the Department of Inspections and Appeals, Investigations Division, effective February 11, 2011. Simultaneous with the execution of this Agreement, John Judisch will submit a resignation letter to the Department stating that "I hereby resign my position as Director of the Iowa Medicaid Fraud Control Unit with the Department of Inspections and Appeals, Investigations Division, effective February 11, 2011." All documentation regarding the investigation and the investigative file, such as the Notice of Paid Administrative Leave Letter dated January 26, 2011, and the Discharge Letter dated February 11, 2011, will be removed from John Judisch's personnel file and will be replaced with his resignation letter.
2. Health Insurance/Continuation Rights. This Agreement does not limit John Judisch's right to extend his health insurance at his own expense, pursuant to state and federal law, after his resignation date of February 11, 2011.
3. Future Employment with the State of Iowa. Nothing in this agreement, including State of Iowa and/or Department policies, will prohibit John Judisch from seeking future employment with the State of Iowa.
4. Neutral Reference. The Department shall, upon receipt of the resignation letter, and to the extent legally possible, inform those prospective employers who may inquire that the reason for John Judisch's leaving the Department was voluntary resignation. John Judisch and the Department acknowledge that this provision does not purport to and cannot detract from the Department's obligation to provide information under other applicable laws, regulations or legal processes. Additionally, the Department will communicate to prospective employers seeking referral information only the following items: John Judisch's job classification, dates of employment, final salary, job duties, and that he voluntarily resigned, and, if asked, that he is eligible for re-employment with the Department and the State of Iowa.
5. Confidentiality. John Judisch hereby agrees not to disclose the terms of this Agreement and not to discuss this matter, including the investigation resulting in his discharge, with anyone other than his attorney. In addition, John Judisch hereby agrees not to disclose any information related to any cases to which he had access during his employment with the Department.
6. Waiver of Right to Contest Termination. John Judisch hereby waives his right to contest his discharge or make any further claims of any nature relative to his discharge.
7. General Release and Covenant Not to Sue. John Judisch hereby releases any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or

unknown, foreseen or unforeseen, against the State of Iowa and the Department, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's and the Department's employment relationship with John Judisch. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which John Judisch has, had, or claims to have against the State of Iowa, the Department or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of his employment relationship.

8. John Judisch Representations. John Judisch represents and agrees that: (a) he received a copy of this Agreement for review and study and has had a reasonable time to review it and hereby waives any time-specific time frames for review before signing it; (b) he has read this Agreement in its entirety; (c) he has been given a fair opportunity to discuss and negotiate the terms of this Agreement after consulting his attorney before signing this Agreement; and (d) he understands and fully agrees to the Agreement's provisions and is voluntarily and without duress entering into this Agreement and does not need any additional time to decide whether to sign the Agreement.
9. Governing Law and Severability. This Agreement is governed by the laws of the State of Iowa, both as to interpretation and performance. Any term or condition of this Agreement found to be invalid, illegal or unenforceable shall not render this Agreement void or unenforceable. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to replace the invalid or unenforceable provision to allow this Agreement, and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law and/or public policy. The rule of construction of interpreting a contract against its drafter shall not apply to this Agreement.
10. Assignment. This Agreement shall be binding on John Judisch and John Judisch's heirs, agents, administrators, representatives, or executors, and upon the Department's successors or assignees. This Agreement shall not be assignable by John Judisch and any purported assignment shall be null and void.
11. Entire Agreement. This Agreement contains the entire Agreement between the parties. The parties have no other written or oral Agreements. This Agreement supersedes any and all prior Agreements. Any amendment or modification of this Agreement, or any subsequent Agreement between the parties must be in writing.
12. Purpose of Agreement. The Department states it is entering into this settlement in order to avoid the significant time, expense and risks of prosecuting this case, because of the vicissitudes of litigation, and to put to rest any and all possible disputes between the parties.
13. Investigative file. The Department's General Counsel shall retain the original Investigative file involving John Judisch's employment for a period of ten (10) years, at which time it will be destroyed. The file shall be physically segregated from John Judisch's personnel file and specifically labeled as containing privileged information that may not be used, disclosed or reviewed by anyone (in or outside the Department) without further administrative or judicial order, which shall not be *ex parte*.
14. Waiver of Right to Contested Case Hearing. John Judisch waives any and all rights to a contested case hearing before a State Administrative Law Judge on any and all employment issues currently pending.

Approved as to form and content:

John Judisch  
John Judisch

Date: 3-14-11

Rod Roberts  
Rod Roberts, Director  
Department of inspections and Appeals

Date: 3-15-11

Copy to:  
John Judisch  
DIA  
DAS

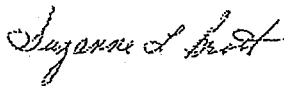
STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services-Human Resources Enterprise, and the Iowa Workforce Development Department, hereinafter State, and the American Federation of State, County and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Christopher Davis, hereinafter Grievant, AFSCME No. 118361/DAS-HRE No. 11-0362, that alleges a violation of Article IV, Section 9 (*Discipline and Discharge*) and all others that apply of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which Management issued the Grievant a three day unpaid suspension without pay on March 25, 2011. As a result of the situation the parties have agreed to the following:

1. The State agrees to remove the three day suspension without pay from the Grievant's personnel file when this settlement agreement is finalized and replace it with a written work directive. The Grievant will be reimbursed 3 day's pay and any missed accruals at the rate he was earning as of March 25, 2011.
2. Both Parties and the Grievant will keep this settlement agreement confidential and discuss with any other individuals.
3. In consideration of the foregoing, the Union will withdraw the above grievance.
4. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future 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 claim in this grievance.
5. The terms of this 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 grievance, arbitration, litigation or other proceeding in the future.

FOR THE STATE



10-24-11

Suzanne Brott                      Date  
Labor Relations Specialist  
DAS-HRE

FOR THE UNION

\_\_\_\_\_  
Rick Eilander                      Date  
Staff Representative  
AFSCME Iowa Council 61

\_\_\_\_\_  
Jon Nelson                      Date  
Human Resources Director  
IWD

STATE OF IOWA  
AND  
AFSCME IOWA COUNCIL 61

GRIEVANCE SETTLEMENT AGREEMENT

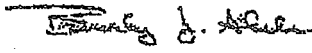
The State of Iowa, Department of Administrative Services-Human Resources Enterprise and Department of Iowa Civil Rights Commission (ICRC), hereinafter State, and the American Federation of State, County, and Municipal Employees Iowa Council 61, hereinafter Union, enter into the following Agreement in full and final resolution of the grievance filed by Annette Flaherty, hereinafter Grievant, AFSCME No. 101805/DAS No. 11-0507 that alleged a violation of Article IV, Section 9, *Discipline and Discharge*, of the 2008-2011 Collective Bargaining Agreement between the parties.

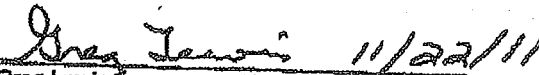
This settlement arose out of a situation in which the Grievant was terminated on June 16, 2011. Based on this situation, the parties agree to all of the following:

1. The grievant will admit to management that she knew what she did was wrong; regrets her actions; and agrees to not engage in further misconduct.
2. The grievant will be re-employed effective November 28, 2011.
3. The termination will be reduced to a 30 day suspension without pay and final warning for any misconduct that would otherwise result in a suspension. This final warning will remain in effect for 24 months from the date the grievant returns to work.
4. Back pay is limited to \$7500.00. No sick leave or vacation balances at the time of termination will be restored and the grievant will begin re-employment with no leave balances.
5. The terms of this agreement will not be disclosed or discussed with anyone not directly involved in its negotiation or implementation. Violation of this condition will result in termination.
6. In consideration of the foregoing, the Union will withdraw the above referenced grievance.
7. This Agreement is a good faith settlement of all issues arising from the facts alleged in this grievance. No promises for any other or future 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 claim in this grievance.
8. The terms of this 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 grievance, arbitration, litigation or other proceeding in the future.

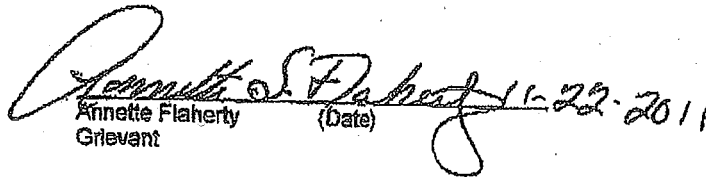
FOR THE STATE:

FOR THE UNION:

  
 November 21, 2011  
 Beverly Abels (Date)  
 Program Delivery Services Division  
 Department of Administrative Services

  
 11/22/11  
 Greg Lewis (Date)  
 Staff Representative  
 AFSCME Council 61

  
 11/21/11  
 Iowa Civil Rights Commission (Date)

  
 11-22-2011  
 Annette Flaherty (Date)  
 Grievant

STATE OF IOWA  
AND  
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA LOCAL 893 -  
IOWA UNITED PROFESSIONALS  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Iowa Civil Rights Commission, hereinafter State, and the United Electrical, Radio and Machine Workers of America Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Michele Howard, hereinafter Grievant, IUP No. 11-030/DAS-HRE No. 11-0528, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on June 16, 2011.

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement and the Grievant's letter of resignation effective June 16, 2011.
2. The Grievant will not apply for or accept any future employment with the Iowa Civil Rights Commission.
3. The Grievant will not apply for or accept any future employment with all other State of Iowa divisions, departments, and/or branches until December 31, 2014.
4. The State will issue a letter to the Grievant confirming the dates of her employment, last position held, and rate of pay.
5. Grievant, including but not limited to her assigns, representatives, and beneficiaries, waives, releases, covenants not to sue and agrees to hold harmless the State of Iowa, the Iowa Civil Rights Commission or any of the respective employees or agents of such, with respect to any matters related to their employment, regardless of type of claim, known or unknown as of the date of this agreement, with the State of Iowa and the Iowa Civil Rights Commission.
6. Grievant agrees that the contents of this settlement agreement are confidential and release of any information with regard to the contents or terms of this agreement is strictly prohibited except with regard to the letter of resignation that may be released to potential employers or Grievant's legal counsel. If Grievant knowingly or willfully releases any of the terms, language, or contents of this settlement agreement, said release will be a per se violation of the agreement and will result in immediate revocation of the terms of the agreement and will result in immediate revocation of Grievant's resignation and immediate reinstatement of the termination effective June 16, 2011, by the Department of Administrative Services. Further, should Grievant violate this agreement by releasing the information contained herein, the State of Iowa and the Iowa Civil Rights Commission shall have the right to publically disclose any and all information contained within the investigative report compiled by the Iowa Civil Rights Commission in response to the current grievance. Public release shall mean release of any information by any person or entity with regard to the language, contents or terms of this agreement to any entity or individual other than a potential employer or Grievant's legal counsel.
7. Grievant acknowledges that her termination and the circumstances surrounding that termination are within the public domain and readily accessible by the general public.

within and without the State of Iowa to include the worldwide web and including the public record held at Iowa Workforce Development. As a result of this settlement agreement, Grievant will take no action to dispute or respond to any of the true, accurate and factual information within the public domain; or to make any statements contradictory to the true, accurate and fact information within the public domain. However, Grievant may clarify the information contained within the public domain to potential employers and to Grievant's legal counsel. Officials and personnel of the State of Iowa retain the right to continue to discuss the Grievant's termination and circumstances surrounding the termination already within the public domain without the need for providing any qualification or alteration based on the terms of this settlement agreement.

8. In consideration of the foregoing, the Union will withdraw the above referenced grievance and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship.
9. 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.
10. 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.

FOR THE STATE  
*Stephanie L. Reynolds* 10/5/12  
Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS  
*Beth J. Townsend* 10-5-12  
Beth Townsend Date  
Executive Director  
Iowa Civil Rights Commission

FOR THE UNION  
*Greg Cross* 9/14/12  
Greg Cross Date  
Staff Representative  
UE Local 893 - IUP  
*Michele Howard* 9/15/12  
Michele Howard Date  
Grievant

STATE OF IOWA  
AND  
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA LOCAL 893 -  
IOWA UNITED PROFESSIONALS  
SETTLEMENT AGREEMENT

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Iowa Civil Rights Commission, hereinafter State, and the United Electrical, Radio and Machine Workers of America Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Tiffany Drayton, <sup>4/11/12</sup> ~~Tiffany Drayton~~ hereinafter Grievant, IUP No. 11-029/DAS-HRE No. 11-0629, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on June 16, 2011.

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement and the Grievant's letter of resignation effective June 16, 2011.
2. The Grievant will not apply for or accept any future employment with the Iowa Civil Rights Commission.
3. The Grievant will not apply for or accept any future employment with all other State of Iowa divisions, departments, and/or branches until December 31, 2014.
4. The State will issue a letter to the Grievant confirming the dates of her employment, last position held, and rate of pay.
5. Grievant, including but not limited to her assigns, representatives, and beneficiaries, waives, releases, covenants not to sue and agrees to hold harmless the State of Iowa, the Iowa Civil Rights Commission or any of the respective employees or agents of such; with respect to any matters related to their employment, regardless of type of claim, known or unknown as of the date of this agreement, with the State of Iowa and the Iowa Civil Rights Commission.
6. Grievant agrees that the contents of this settlement agreement are confidential and release of any information with regard to the contents or terms of this agreement is strictly prohibited except with regard to the letter of resignation that may be released to potential employers or Grievant's legal counsel. If Grievant knowingly or willfully releases any of the terms, language, or contents of this settlement agreement, said release will be a per se violation of the agreement and will result in immediate revocation of the terms of the agreement to include immediate revocation of Grievant's resignation and immediate reinstatement of the termination effective June 16, 2011, by the Department of Administrative Services. Further, should Grievant violate this agreement by releasing the information contained herein, the State of Iowa and the Iowa Civil Rights Commission shall have the right to publically disclose any and all information contained within the investigative report compiled by the Iowa Civil Rights Commission in response to the current grievance. Public release shall mean release of any information by any person or entity with regard to the language, contents or terms of this agreement to any entity or individual other than a potential employer or Grievant's legal counsel.
7. Grievant acknowledges that her termination and the circumstances surrounding that termination are within the public domain and readily accessible by the general public,



within and without the State of Iowa to include the worldwide web and including the public record held at Iowa Workforce Development. As a result of this settlement agreement, Grievant will take no action to dispute or respond to any of the true, accurate and factual information within the public domain; or to make any statements contradictory to the true, accurate and fact information within the public domain. However, Grievant may clarify the information contained within the public domain to potential employers and to Grievant's legal counsel. Officials and personnel of the State of Iowa retain the right to continue to discuss the Grievant's termination and circumstances surrounding the termination already within the public domain without the need for providing any qualification or alteration based on the terms of this settlement agreement.

8. In consideration of the foregoing, the Union will withdraw the above referenced grievance and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship.
9. 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.
10. 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.

FOR THE STATE

*Stephanie L. Reynolds* 10/5/12

Stephanie L. Reynolds Date  
Labor Relations Specialist  
DAS

*Beth Townsend* 10-5-12

Beth Townsend Date  
Executive Director  
Iowa Civil Rights Commission

FOR THE UNION

*Greg Cross* 9/14/12

Greg Cross Date  
Staff Representative  
UE Local 893 - IUP

*Marilyn Drayton* 9/17/12

Marilyn Drayton Date  
Grievant  
10/9/12

**STATE OF IOWA  
AND  
UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA LOCAL 893 -  
IOWA UNITED PROFESSIONALS  
SETTLEMENT AGREEMENT**

The State of Iowa, Department of Administrative Services, Human Resource Enterprise, and Iowa Civil Rights Commission, hereinafter State, and the United Electrical, Radio and Machine Workers of America Local 893 - Iowa United Professionals, hereinafter the Union, enter into the following Agreement in full and final resolution of the grievance filed by Wendy Buenger, hereinafter Grievant, IUP No. 11-028/DAS-HRE No. 11-0530, that alleged a violation of Article IV, Section 11 (Discipline and Discharge) of the 2009-2011 Collective Bargaining Agreement between the parties.

This settlement arose out of a situation in which the Grievant was terminated on June 16, 2011.

The parties have agreed to the following:

1. Upon execution of this Settlement Agreement, the termination letter will be removed from the Grievant's personnel file and replaced with this Agreement and the Grievant's letter of resignation effective June 16, 2011.
2. The Grievant will not apply for or accept any future employment with the Iowa Civil Rights Commission.
3. The Grievant will not apply for or accept any future employment with all other State of Iowa divisions, departments, and/or branches until December 31, 2014.
4. The State will issue a letter to the Grievant confirming the dates of her employment, last position held, and rate of pay.
5. Grievant, including but not limited to her assigns, representatives, and beneficiaries, waives, releases, covenants not to sue and agrees to hold harmless the State of Iowa, the Iowa Civil Rights Commission or any of the respective employees or agents of such, with respect to any matters related to their employment, regardless of type of claim, known or unknown as of the date of this agreement, with the State of Iowa and the Iowa Civil Rights Commission.
6. Grievant agrees that the contents of this settlement agreement are confidential and release of any information with regard to the contents or terms of this agreement is strictly prohibited except with regard to the letter of resignation that may be released to potential employers or Grievant's legal counsel. If Grievant knowingly or willfully releases any of the terms, language, or contents of this settlement agreement, said release will be a per se violation of the agreement and will result in immediate revocation of the terms of the agreement to include immediate revocation of Grievant's resignation and immediate reinstatement of the termination effective June 16, 2011, by the Department of Administrative Services. Further, should Grievant violate this agreement by releasing the information contained herein, the State of Iowa and the Iowa Civil Rights Commission shall have the right to publically disclose any and all information contained within the investigative report compiled by the Iowa Civil Rights Commission in response to the current grievance. Public release shall mean release of any information by any person or entity with regard to the language, contents or terms of this agreement to any entity or individual other than a potential employer or Grievant's legal counsel.
7. Grievant acknowledges that her termination and the circumstances surrounding that termination are within the public domain and readily accessible by the general public,

within and without the State of Iowa to include the worldwide web and including the public record held at Iowa Workforce Development. As a result of this settlement agreement, Grievant will take no action to dispute or respond to any of the true, accurate and factual information within the public domain; or to make any statements contradictory to the true, accurate and fact information within the public domain. However, Grievant may clarify the information contained within the public domain to potential employers and to Grievant's legal counsel. Officials and personnel of the State of Iowa retain the right to continue to discuss the Grievant's termination and circumstances surrounding the termination already within the public domain without the need for providing any qualification or alteration based on the terms of this settlement agreement.

8. In consideration of the foregoing, the Union will withdraw the above referenced grievance and the Grievant waives any and all claims, demands, actions, liability, damages, or rights and causes of action of any kind whether known or unknown, foreseen or unforeseen, against the State of Iowa, its current or former officers, employees and agents arising out of or resulting from the State of Iowa's employment relationship with the Grievant. These claims include, but are not limited to, all claims arising under federal, state, and local statutory or common law, and all demands, claims, damages, liabilities and causes of action at law or equity, whether known or unknown, which the Grievant has, had, or claims to have against the State of Iowa or its employees, in their personal or official capacity, with respect to any demands, claims, damages, liabilities and causes of action at law or equity based upon or directly or indirectly arising out of her employment relationship.
9. 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.
10. 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.

FOR THE STATE

Stephanie L. Reynolds 10/5/12  
Stephanie L. Reynolds Date  
Labor Relations Specialist

DAS

Beth Townsend 10-5-12  
Beth Townsend Date  
Executive Director  
Iowa Civil Rights Commission

FOR THE UNION

Greg A. Cross 9/14/12  
Greg Cross Date  
Staff Representative  
UE Local 893 - IUP

Wendy Buehler 9/18/12  
Wendy Buehler Date  
Grievant

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (AAgreement@) is entered into by and between Teresa Barrie (ABarrie@) and the Iowa Department of Natural Resources ("IDNR"), on behalf of the State of Iowa, Rick Hindman, Jeff Franklin, Christine Spackman and Beth Scrivner. This Agreement is effective as of the date it is fully executed by all parties.

WHEREAS, Barrie is a plaintiff in a lawsuit currently pending before the Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie and Swallow Yan v. State of Iowa, Jeff Franklin, Rick Hindman, Christine Spackman and Beth Scrivner*.

WHEREAS, the parties agree to settle Barrie's claims against all defendants in accordance with the terms set forth below:

1. Within thirty (30) days after this Agreement is signed by all parties, the IDNR agrees to pay Barrie \$21,000 as follows:
  - a. \$14,000, without deduction or withholding, for non-wage, compensatory damages for emotional distress. The State of Iowa will provide a State of Iowa warrant made payable to Barrie and delivered to Barrie's counsel; and
  - b. \$7,000 for attorney's fees and costs. The State of Iowa will provide a State of Iowa warrant in this amount made payable to Babich Goldman, P.C.

Barrie assumes full responsibility to state and federal taxing authorities for any tax consequences, including interest or penalties, regarding employee or income taxes arising out of this payment. Furthermore, if a claim is made against the IDNR for Barrie's alleged share of withholdings or taxes on this payment, Barrie agrees to indemnify and hold the IDNR harmless against such claims, including interest or penalties.

2. In consideration of the foregoing and of the agreements herein, and except as otherwise specifically provided in this Agreement, Barrie hereby irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, IDNR, Rick Hindman, Jeff Franklin, Christine Spackman, Beth Scrivner and all of their officers, directors, employees, agents and attorneys, from any and all liability, claims, demands and causes of action of every nature whatsoever which Barrie may have or may ever claim to have which relate to or arise out of her recruitment, hiring or employment with the State of Iowa occurring prior to the effective date of this Agreement, including but not limited to:
  - a. Any and all grievances and claims arising out of her employment with the State of Iowa;
  - b. Any and all claims for unlawful discrimination or harassment arising under federal or state law; and

- c. Any and all damages, whether known or not, arising from events occurring prior to the effective date of this Agreement.
3. In further consideration, Barrie agrees to dismiss, with prejudice, her claims contained in Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie and Swallow Yan v. State of Iowa, Jeff Franklin, Rick Hindman, Christine Spackman and Beth Scrivner* within thirty (30) days after this Agreement is effective.
4. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall apply to any claims for statutory benefits under Iowa Workers= Compensation laws, or for benefits under Iowa=s unemployment compensation laws, or to claims for minimum wage or statutory overtime payments under the Fair Labor Standards Act, or to actions for vested pension or retirement benefits, or to actions for breach of this Agreement.
5. Barrie agrees to not file any grievance, claim, action, or complaint with any administrative agency, state court, or federal court, which she may now have, known or unknown, relating to or arising out of her employment with State of Iowa.
6. With respect to the release for age discrimination claims, Barrie shall have twenty-one (21) days after she has received this Agreement to consider whether the terms of this Agreement are acceptable to her.
- a. **Notification of Rights Pursuant to the Federal Age Discrimination in Employment Act (29 U.S.C. ' 621 et seq.).** Barrie is hereby notified of her right to rescind the release with respect to claims arising under the federal Age Discrimination in Employment Act, 29 U.S.C. ' 621, et seq., within seven (7) days after the signing of this Settlement Agreement and General Release. In order to be effective, the rescission must be in writing and delivered to:

David S. Steward  
Assistant Attorney General  
Lucas State Office Building, Room 18  
Des Moines, Iowa 50319

by hand or mail. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to David S. Steward, as set forth above, and sent by certified mail, return receipt requested. It is further understood that if Barrie rescinds the release of claims, in accordance with this paragraph, that the IDNR shall have no obligation to make the payments referred to in Paragraph 1.


- b. **Waiver of 21 Day Waiting Period.** Barrie expressly waives the 21 day period to consider whether or not to enter into this Agreement as provided by 29 U.S.C. ' 626(f)(1) after having the opportunity to consult with legal counsel and knowingly and voluntarily waives that right.
  - c. **Acknowledgment of Reading and Understanding Consultation with Legal Counsel: Period to Consider Agreement.** Barrie, by her signature to this Agreement, acknowledges and agrees that she has carefully read and understands all provisions of this Agreement, and that she has entered into this Agreement knowingly and voluntarily. She further acknowledges that the State of Iowa has advised her to consult with legal counsel prior to signing this Agreement, and she acknowledges that she has consulted with or had the opportunity to consult with legal counsel.
7. Barrie specifically agrees that neither she, her attorney, nor any person on her behalf or with her prior knowledge shall communicate, publish, characterize, publicize or disseminate, in any manner or under any circumstances, the terms of this Agreement, the payment amount, or any part of the settlement negotiations with any media organization, or any of its agents or representatives, including but not limited to, organizations operating through radio, television, newspaper, or internet. It is expressly understood by Barrie that this paragraph is a substantial and material provision of the Agreement, and breach of this paragraph is a material breach of the Agreement.
  8. The foregoing payment is all that Barrie will receive for consenting to the terms of this Agreement, and Barrie expressly acknowledges no promise for any other or further consideration has been made by any other party or others on their behalf.
  9. This Agreement is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the State of Iowa, IDNR, Rick Hindman, Jeff Franklin, Christine Spackman and Beth Scrivner.
  10. Barrie and the State of Iowa each agree to bear all of their respective attorney's fees, legal expenses and costs.
  11. Each and every provision of this Agreement is severable. If any item or provision is ruled to be invalid, void or unenforceable by any court, such ruling shall not affect the validity of the remainder of this Agreement.
  12. The parties acknowledge this Agreement is a public record under Iowa Code chapter 22, and it is available for public inspection and copying upon request.
  13. This Agreement may be executed and delivered in counterparts, each of which when so executed and delivered shall be an original.

14. Barrie acknowledges she has read this entire Agreement, understands that the Agreement constitutes a contract, and enters into this Agreement voluntarily only after being advised by the State of Iowa of her right to consult an attorney to review the Agreement and having freely exercised this right.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING AGREEMENT, AND UNDERSTANDS ITS TERMS AND FREELY AND VOLUNTARILY SIGNS THE SAME.**


IOWA DEPARTMENT OF  
NATURAL RESOURCES

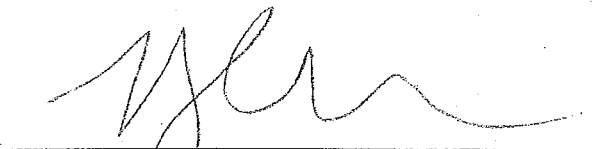
  
\_\_\_\_\_  
ROGER L. LANDE, Director

  
\_\_\_\_\_  
TERESA BARRIE

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
DAVID S. STEWARD, AT0007551  
JACOB J. LARSON, AT0009804  
Assistant Attorneys General  
Lucas State Office Building  
321 E. 12<sup>th</sup> Street  
Ground Floor, Room 18  
Des Moines, IA 50319  
Phone: (515) 281-5351  
Fax: (515) 242-6072  
Email: dstewar@ag.state.ia.us

  
\_\_\_\_\_  
MICHAEL J. CARROLL, PK0013088  
Babich Goldman, P.C.  
100 Court Avenue, Suite 403  
Des Moines, IA 50309  
Phone: (515) 244-4300  
Fax: (515) 244-2650  
Email: mcarroll@babichgoldman.com

ATTORNEYS FOR TERESA BARRIE

ATTORNEYS FOR DEFENDANTS

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (Agreement) is entered into by and between John Schmidt (Schmidt) and the Iowa Department of Natural Resources ("IDNR"), on behalf of the State of Iowa, Rick Hindman and Jeff Franklin. This Agreement is effective as of the date it is fully executed by all parties.

WHEREAS, Schmidt is a plaintiff in a lawsuit currently pending before the Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie, Kevin Brooks, John Schmidt and Swallow Yan v. State of Iowa, Jeff Franklin and Rick Hindman*.

WHEREAS, Schmidt has agreed to settle all claims in the lawsuit in accordance with the terms set forth below:

1. Schmidt agrees to retire from the IDNR pursuant to the terms of the State Employee Retirement Incentive Program on or before June 24, 2010, and the IDNR agrees to continue to pay Schmidt his current salary at his regular rate of pay until June 24, 2010, subject to applicable state and federal withholdings, if he should retire before June 24, 2010. For purposes of this paragraph 1, salary does not include health, dental, life, or other fringe benefits available to Schmidt as an employee of the IDNR.
2. Within thirty (30) days after this Agreement is signed by all parties, the IDNR agrees to pay Schmidt \$20,000 as follows:
  - a. \$2,500 less all applicable state and federal income taxes and social security taxes as back pay; and
  - b. \$17,500 for non-wage claims.A check in this amount shall be made payable to "Beth Townsend."
3. In consideration of the foregoing and of the agreements herein, and except as otherwise specifically provided in this Agreement, Schmidt hereby irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, IDNR, Rick Hindman, Jeff Franklin, and all of their officers, directors, employees, agents and attorneys, from any and all liability whatsoever from any and all claims, demands and causes of action of every nature whatsoever which Schmidt may have or may ever claim to have which relate to or arise out of his recruitment, hiring, employment or separation from employment with the State of Iowa occurring prior to the effective date of this Agreement, including but not limited to:
  - a. Any and all grievances and claims arising out of his employment with the State of Iowa;



- b. Any and all claims for age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability discrimination; and
  - c. Any and all damages, whether known or not, arising from events occurring prior to the effective date of this Agreement.
4. In further consideration, Schmidt agrees to dismiss, with prejudice, his claims contained in Iowa District Court for Polk County, Case No. CL 114404, entitled *Farkhondeh Amin, Teresa Barrie, Kevin Brooks, John Schmidt and Swallow Yan v. State of Iowa, Jeff Franklin and Rick Hindman* within thirty (30) days after this Agreement is effective.
5. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall apply to any claims for statutory benefits under Iowa Workers' Compensation laws, or for benefits under Iowa's unemployment compensation laws, or to claims for minimum wage or statutory overtime payments under the Fair Labor Standards Act, or to actions for vested pension or retirement benefits, or to actions for breach of this Agreement. Furthermore, nothing in this Agreement shall affect Schmidt's eligibility for the State Employee Retirement Incentive Program, or the benefits available to him pursuant to that program.
6. Schmidt agrees and promises to never file any grievance, claim, action, or complaint with any administrative agency, state court, or federal court which he may now have, known or unknown, relating to or arising out of his employment with State of Iowa with the exception of those claims referenced in paragraph 5.
7. With respect to the release for age discrimination claims, Schmidt shall have twenty-one (21) days after he has received this Agreement to consider whether the terms of this Agreement are acceptable to him.
- a. **Notification of Rights Pursuant to the Federal Age Discrimination in Employment Act (29 U.S.C. ' 621 et seq.).** Schmidt is hereby notified of his right to rescind the release with respect to claims arising under the federal Age Discrimination in Employment Act, 29 U.S.C. ' 621, et seq., within seven (7) days after the signing of this Settlement Agreement and General Release. In order to be effective, the rescission must be in writing and delivered to:

David S. Steward  
Assistant Attorney General  
Lucas State Office Building, Room 18  
Des Moines, Iowa 50319

by hand or mail. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to David S. Steward, as set forth above, and sent by certified mail, return receipt requested. It is further understood that if Schmidt rescinds the release of claims, in accordance with this paragraph, that the IDNR shall have no obligation to make the payments referred to in Paragraphs 1 and 2.

- b. **Waiver of 21 Day Waiting Period.** Schmidt expressly waives the 21 day period to consider whether or not to enter into this Agreement as provided by 29 U.S.C. ' 626(f)(1) after having the opportunity to consult with legal counsel and knowingly and voluntarily waives that right.
  - c. **Acknowledgment of Reading and Understanding Consultation with Legal Counsel: Period to Consider Agreement.** Schmidt, by his signature to this Agreement, acknowledges and agrees that he has carefully read and understands all provisions of this Agreement, and that he has entered into this Agreement knowingly and voluntarily. He further acknowledges that the State of Iowa has advised him to consult with legal counsel prior to signing this Agreement, and he acknowledges that he has consulted with or had the opportunity to consult with legal counsel.
8. Schmidt specifically agrees that neither he, his attorney, nor any person on his behalf or with his prior knowledge shall communicate, publish, characterize, publicize or disseminate, in any manner or under any circumstances, the terms of this Agreement, the payment amount, or any part of the settlement negotiations with any media organization, or any of its agents or representatives, including but not limited to, organizations operating through radio, television, newspaper, or internet. It is expressly understood by Schmidt that this paragraph is a substantial and material provision of the Agreement, and breach of this paragraph is a material breach of the Agreement. In the event the terms of this paragraph are breached, the IDNR is entitled to recover \$10,000 of the payment made to Schmidt in paragraph 2 of this Agreement as damages.
  9. The foregoing payment is all that Schmidt will receive for consenting to the terms of this Agreement, and Schmidt expressly acknowledges no promise for any other or further consideration has been made by any other party or others on their behalf.
  10. This Agreement is executed as a compromise settlement of a disputed claim, liability for which is expressly denied by the State of Iowa, Rick Hindman and Jeff Franklin.
  11. Schmidt and the State of Iowa each agree to bear all of their respective attorney's fees, legal expenses and costs.

12. The parties acknowledge that this Agreement is a public record under chapter 22 of the Iowa Code which is available for public inspection and copying.
13. Schmidt acknowledges he has read this entire Agreement, understands that the Agreement constitutes a contract, and enters into this Agreement voluntarily only after being advised by the State of Iowa of his right to consult an attorney to review the Agreement and having freely exercised this right.

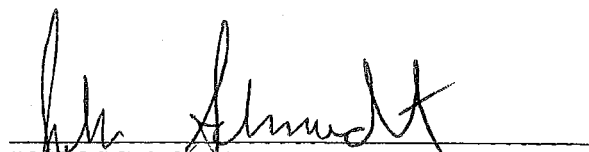
**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT HE/SHE HAS READ THE FOREGOING AGREEMENT, AND UNDERSTANDS ITS TERMS AND FREELY AND VOLUNTARILY SIGNS THE SAME.**

IOWA DEPARTMENT OF  
NATURAL RESOURCES



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RICHARD A. LEOPOLD, Director




---

JOHN SCHMIDT


Approved as to form:

Approved as to form:



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DAVID S. STEWARD, AT0007551  
Assistant Attorney General  
Lucas State Office Building  
321 E. 12<sup>th</sup> Street  
Ground Floor, Room 18  
Des Moines, IA 50319  
Phone: (515) 281-5351  
Fax: (515) 242-6072  
Email: dstewar@ag.state.ia.us



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BETH A. TOWNSEND, AT0007923  
939 Office Park Road, Suite 104  
West Des Moines, IA 50265  
Phone: (515) 276-2212  
Fax: (515) 222-9685  
Email: btownsend@bethtownsendlaw.com

ATTORNEY FOR JOHN SCHMIDT

ATTORNEY FOR DEFENDANTS