

THOMAS J. MILLER  
ATTORNEY GENERAL

JEFFREY S. THOMPSON  
SOLICITOR GENERAL



IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.  
DES MOINES, IA 50319  
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Email: Jeffrey.thompson@ag.iowa.gov  
www.iowaattorneygeneral.gov

July 26, 2021

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

**Re: *Peggy Waters v. University of Iowa***  
Iowa District Court for Johnson County, Case No. LACV079396

Dear Mr. Barry,

The parties have reached a settlement in this case, pending State Appeal Board approval of payment, in the amount of thirty-five thousand dollars (\$35,000).

This case involves a claim of disability discrimination asserted pursuant to Iowa Code Chapter 216. The State has determined that it is in the best interests of the State to resolve this claim without further litigation. In consideration of the payments set forth below, Plaintiff has agreed to provide a full and final release of any claim that was or could have been asserted, arising from the events it issue in Waters' Petition. Please make the following payments:

- a) To Peggy Waters in the amount of Three Thousand Dollars (\$3,000), less required deductions and withholdings for applicable taxes but not subject to withholding for IPERS, in compromise of Waters' claims for lost wages;
- b) To Peggy Waters in the amount of Twenty Thousand, One Hundred and Forty-Six Dollars and Forty-Three Cents (\$20,146.43), in compromise of Waters' claims for non-wage compensatory damages;
- c) To Hedberg & Boulton, P.C. (██████████) in the amount of Eleven Thousand, Eight Hundred and Fifty-Three Dollars and Fifty-Seven Cents (\$11,853.57), without deduction or withholding, for payment of attorneys' fees and litigation expenses.

I have enclosed a copy of the proposed release.

Approved:

  
\_\_\_\_\_  
JEFFREY S. THOMPSON  
Deputy Attorney General

cc: Anne Updegraff



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Peggy Waters ("Waters") and the University of Iowa ("the University"), on behalf of itself and the Board of Regents, State of Iowa ("the Board of Regents") and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (the University, the Board of Regents, and the State of Iowa collectively referred to herein as "the Released Parties" and all parties collectively referred to herein as "the Parties").

### RECITALS

**WHEREAS**, Peggy Waters is the Plaintiff and the University of Iowa is the Defendant ("Defendant") in an action pending in the Iowa District Court for Johnson County, Case Number LACV08112 (the "Lawsuit");

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

**WHEREAS**, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

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

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

### AGREEMENT

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

1. **Payment.** In exchange for satisfaction by Waters of the terms identified in Paragraphs 3, 4, and 5 of this Agreement, the University agrees that the State of Iowa, on behalf of all Released Parties, will pay Waters a total gross settlement amount of Thirty-Five Thousand Dollars (\$35,000) ("Settlement Amount"). The Settlement Amount shall be delivered to Hedberg & Boulton, P.C., 100 Court Ave., Suite 425, Des Moines, Iowa 50309, by Federal Express or UPS delivery, between August 9, 2021 and September 9, 2021. Payment of the Settlement Amount is more fully described as follows:

- (A) The State of Iowa, on behalf of all Released Parties, shall pay a portion of the Settlement Amount in the amount of Three Thousand Dollars (\$3,000), less

required withholdings and deductions for applicable taxes, but not subject to withholding for IPERS, in compromise for Waters' claims for lost wages.

- (B) The State of Iowa, on behalf of all Released Parties, shall pay to Peggy Waters a portion of the Settlement Amount in the amount of Twenty Thousand, One Hundred and Forty-Six Dollars and Forty-Three Cents (\$20,146.43) in compromise for her claims for non-wage compensatory damages;
- (C) The State of Iowa, on behalf of all Released Parties, shall pay to Hedberg & Boulton, P.C. (██████████), a portion of the Settlement Amount in the amount of Eleven Thousand, Eight Hundred and Fifty-Three Dollars and Fifty-Seven Cents (\$11,853.57), for payment of attorney fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC to be issued to Hedberg & Boulton, P.C. and Waters, reporting this payment.

Waters acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the State of Iowa or any of the Released Parties conceding the reasonableness of any 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. Any payment made under this Agreement is subject to Iowa Code Chapter 8A.504.

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

3. **Dismissal with Prejudice.** The Parties stipulate that within five (5) business days of the latter of (a) receipt by Waters of the checks identified in Paragraph 1(A)-(B) above or (b) receipt by Plaintiff's counsel of the payment identified in Paragraph 1(C) above, Waters will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.

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

5. **Waters' Full and Comprehensive Release of Claims.** Waters agrees, on behalf of herself, her spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive,

release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Released Parties, involving any matter which occurred in the past up to the date of this Agreement arising out of or related to her employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Released Parties of any federal, state, or local statutes, ordinances, or common laws, including, but not limited to, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Waters further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment with the University. Waters further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to her employment with the University.
- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her employment with the University.

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

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

Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state or local laws, or University rules or policies. The Parties have entered into this Agreement for the sole purpose of avoiding the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

8. **Neutral Employment Reference.** In the event the University receives an employment reference inquiry regarding Waters, the University agrees to respond by providing only Waters' dates of employment and position(s) held. To facilitate compliance with this provision, Waters is to refer all reference inquiries to the University of Iowa's Director of University Employee and Labor Relations.

9. **Representation of Waters.** Waters hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Waters 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 it alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

10. **Waters Review.** Waters acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Waters understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution.

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

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

13. **Governing Law and Venue.** This Agreement is made and entered into in Johnson County in the State of Iowa, and in all respects shall be interpreted, enforced, and governed by Iowa law. Any disputes arising out of this Agreement shall be subject to the jurisdiction of the federal or state courts of Iowa the venue for cases brought in state court will be Johnson County,

Iowa. The venue for cases brought in federal court will be Linn County, Iowa or Scott County, Iowa.

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

15. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University, and be reviewed by the Iowa Attorney General, or her designee. This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

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

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

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

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

*Peggy A. Waters*

Peggy A. Waters  
Agreed to on this 20<sup>th</sup> day of July, 2021  
C08E452479B541C...

David W. Kieft  
Business Manager  
DocuSigned by:  
*George Weiner*  
The University of Iowa  
Agreed to on this \_\_\_ day of July, 2021  
1DEEE797CF7A449...

George J. Weiner, M.D.  
Director for Holden Comprehensive  
Cancer Center  
The University of Iowa  
7/22/2021  
Agreed to on this \_\_\_ day of July, 2021

THOMAS J. MILLER  
ATTORNEY GENERAL

Nick Siefert  
Assistant Attorney  
General



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

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DES MOINES, IA 50319  
Main: 515-281-5164 • Direct: 515-281-6665  
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July 26, 2021

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

Re: Mindy Kemper v. Iowa State Penitentiary, et al.; Case No. LALA006748

Dear Joe,

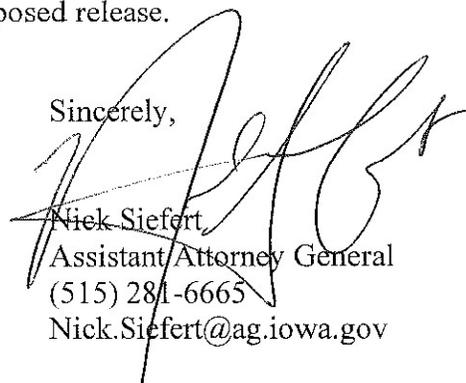
We have reached agreement to settle this lawsuit subject to the provisions of Executive Order number 85 and the approval of the State Appeal Board. The lawsuit relates to a dispute between an employee at the Iowa State Penitentiary and ISP management regarding the employee's need to take a Personal Safety Training course at the main institution building. The employee argued she was unable to do so because of her fear of dogs stemming from a prior workplace incident with a prison K9. Plaintiff's claims include claims of a hostile work environment, retaliation, and aiding and abetting (the same), related to prison management's refusal to grant her the accommodation she requested. The State has determined that it is in the best interests of the State to resolve these claims without further litigation. In consideration of the payments set forth below, Plaintiff has agreed to provide a full and final release of any claim that was or could have been asserted, arising from the events at issue in her Petition.

We agreed to settle this lawsuit for the total sum of seventy-five thousand dollars (\$75,000). Please forward to me a check in this sum payable to:

Mindy Kemper [REDACTED] and Rush and Nicholson, P.L.C. Trust  
Account ([REDACTED]); address: [REDACTED]  
[REDACTED]).

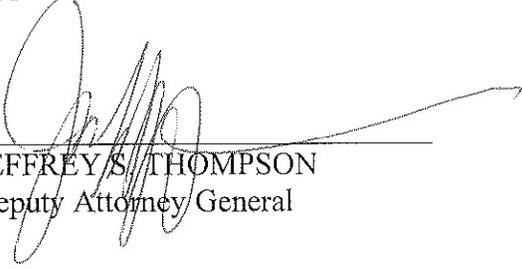
I have enclosed a copy of the proposed release.

Sincerely,



Nick Siefert  
Assistant Attorney General  
(515) 281-6665  
Nick.Siefert@ag.iowa.gov

Approved:

A handwritten signature in black ink, appearing to read 'Jeffrey S. Thompson', is written over a horizontal line. The signature is stylized and extends to the right of the line.

JEFFREY S. THOMPSON  
Deputy Attorney General



# Department of Justice

THOMAS J. EHRLER  
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: <u>Mindy Kemper v. Iowa State Penitentiary, et al.</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Director's Printed Name:	<u>Adam Steen</u>
Director's Signature:	<u>[Signature]</u>
Date: <u>8/27/21</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<del>Michael Bousselot</del> <u>Joel Anderson</u>
Director's Signature:	<u>[Signature]</u>
Date: <u>8/26/21</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Corrections</u>
Director's Printed Name:	<u>Dr. Beth Skinner</u>
Director's Signature:	<u>[Signature]</u>
Date: <u>08/20/2021</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Anne Updegraff</u>
Reviewer's Signature:	<u>[Signature]</u>
Date: <u>8/27/21</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

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

Mindy Kemper is the Plaintiff, and the Iowa State Penitentiary and the Iowa Department of Corrections are Defendants in an action pending in the Iowa District Court for North Lee County, LALA006748. Kemper also previously filed a complaint with the Iowa Civil Rights Commission, ICRC CP# 09-18-71696 and cross-filed with the U.S. Equal Employment Opportunity Commission, EEOC# 26A-2018-00377C. In the Complaints, Mindy Kemper made claims against Defendants and sought damages for emotional distress. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Mindy Kemper'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, Mindy Kemper shall dismiss all remaining claims with prejudice. Such dismissal shall provide that each party will bear its own costs.
2. Mindy Kemper Releases.
  - (a) Releasing Parties. The covenants, waivers, and releases made by Mindy Kemper 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 Mindy Kemper in this Settlement Agreement and Release are made to and for the benefit of the Iowa State Penitentiary, the Iowa Department of Corrections, 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—specifically Patti Wachtendorf, former Warden of the Iowa State Penitentiary (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 Mindy Kemper 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 Mindy Kemper executes this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Mindy Kemper waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Complaints she has filed and shall extend to all claims arising out of or relating to Mindy Kemper's recruitment, hiring, employment, working conditions, terms and conditions of employment with the State of Iowa, the Iowa State Penitentiary, and/or Iowa Department of Corrections; 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." No part of this Settlement Agreement and Release is meant to alter or affect the terms of Mindy Kemper's previous Agreement for Settlement before the Iowa Worker's Compensation Commissioner in File No. 5034573.

- (d) Waiver, Release and Covenant Not to Sue. Mindy Kemper 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. Mindy Kemper 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 Mindy Kemper of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Mindy Kemper the lump sum of Seventy-Five Thousand Dollars (\$75,000.00) within ninety (90) days of the execution of this Settlement Agreement and Release. Additionally, the Iowa Department of Corrections and the Iowa State Penitentiary agree it will maintain all currently-existing accommodations with respect to Mindy Kemper's training requirements. The Settlement Amount is more fully described as follows:

- (a) Respondents will issue a check payable to Mindy Kemper in the amount of Seventy-Five Thousand Dollars (\$75,000.00), without deduction or withholding. Mindy Kemper 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 Mindy Kemper an IRS Form 1099-MISC for this amount. Mindy Kemper's attorney's fees and litigation expenses will be allocated to the \$75,000 payment, and as of the date this Agreement is signed by Mindy Kemper, her combined attorney's fees and litigation expenses are approximately \$27,000.00.

4. Mindy Kemper acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the State of Iowa, the Iowa Department of Corrections, the Iowa State Penitentiary, 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, the Iowa Department of Corrections, the Iowa State Penitentiary, and all Released Parties expressly deny any such liability or wrongdoing.

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

5. Representation of Mindy Kemper. Mindy Kemper 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. Mindy Kemper 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. Mindy Kemper 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. Mindy Kemper 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. Mindy Kemper represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Mindy Kemper 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.

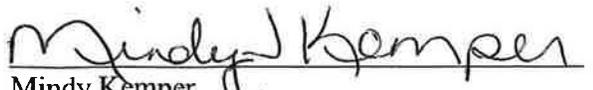
9. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

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 Department of Corrections. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release, and payment of the funds is contingent on such approval. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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

  
Mindy Kemper  
Agreed to on this 6 day of August, 2021.



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Dr. Beth Skinner, Director  
Iowa Department of Corrections  
Agreed to on this 18 day of August, 2021.

THOMAS J. MILLER  
ATTORNEY GENERAL

JEFFREY C. PETERZALEK  
ASSISTANT ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

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Main: 515-281-5164 • Direct: 515-281-4213  
Email: Jeffrey.Peterzalek@ag.iowa.gov  
www.iowaattorneygeneral.gov

July 26, 2021

BY LOCAL MAIL

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

RE: *Aamir Munir v. State of Iowa*  
Polk Co. Case No. LACL144801

Dear Mr. Barry:

The parties hereto have reached a settlement in this case, pending State Appeal Board approval, of payment in the amount of Twenty-Five Thousand Dollars (\$25,000.00). Plaintiff, Aamir Munir alleged violations of the Iowa Civil Rights Act against the State of Iowa and also has three appeals pending before the Iowa Public Relations Board (PERB) arising from his employment with the State of Iowa. The claims involve allegations that the State of Iowa discriminated, harassed and retaliated against Mr. Munir.

The parties participated in extensive negotiations which resulted in the agreement to settle the matter as set forth below.

Please make the following payment to:

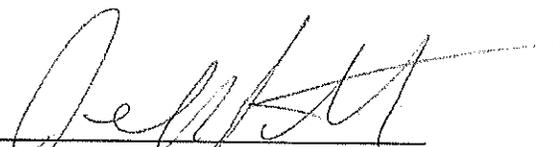
Mr. Munir's attorney, Michael J. Carroll of Coppola, McConville, Carroll, Hockenberg & Flynn, P.C., in the amount of \$25,000.00, with no deductions or withholdings and reported on an IRS Form 1099; Aamir Munir's [REDACTED]; Coppola, McConville, Carroll, Hockenberg & Flynn, P.C.'s [REDACTED]

Enclosed is a copy of the Settlement Agreement and Release signed by the parties.

Sincerely,

APPROVED BY:

  
\_\_\_\_\_  
Jeffrey S. Thompson  
Solicitor General

  
\_\_\_\_\_  
Jeffrey C. Peterzalek  
Assistant Attorney General



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOPER BUILDING 2<sup>nd</sup> Floor  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-6200

## 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, Deputy Attorney General, Hoover Building, 2<sup>nd</sup> Floor for routing and final distribution.

In the matter of: <u>Aamir Munir v. State of Iowa; Polk Co. No. LA CL144801; Iowa Public Employment Relations Board (PERB) Case Numbers 102162, 102184 and 102222</u>	
Agency/Department:	<u>OCIO</u>
Director's Printed Name:	<u>Annette Dunn</u>
Director's Signature:	
Date: <u>8/2/2021</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Department of Administrative Services</b>	
Director's Printed Name:	<u>Adam Steen</u>
Director's Signature:	
Date: <u>8/26/21</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
<b>Department of Management</b>	
Director's Printed Name:	<del>Michael Bousselet</del> <u>Paul Anderson</u>
Director's Signature:	
Date: <u>8/26/21</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:	
Date: <u>7/20/21</u>	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into effective as of the \_\_\_\_ day of July, 2021, (the "Effective Date"), by and between AAMIR MUNIR ("Munir"), and the STATE OF IOWA (the "State") (collectively, the "Parties").

### RECITALS:

A. On or about June 13, 2019, Munir filed a lawsuit in the Polk County District Court against the State for discrimination, harassment and retaliation in violation of the Iowa Civil Rights Act, seeking damages arising from these claims Polk County Case Number LACL 144801. Munir also has three cases with pending appeals before the Iowa Public Employment Relations Board (PERB) Case Numbers 102162, 102184 and 102222.

B. The Parties desire to fully settle any and all claims, charges, actions, causes of action or disputed issues of law and/or fact that have been raised or could be raised by the Parties regarding the subject of any of the above-noted claims and wish to reduce their agreement to writing.

### AGREEMENT

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Payment by the State to Munir and his attorney, Michael J. Carroll. The State agrees that in consideration of the mutual promises and conditions contained herein, it shall pay Munir and his attorney, Michael J. Carroll, jointly, the total sum of Twenty-Five Thousand Dollars (\$25,000.00) by way of a State warrant made payable to his attorney, Michael J. Carroll, with no deductions or withholdings. Munir and his attorney shall be responsible for their share of any and all taxes that thereafter may be due on this payment. Payment shall be made within fifteen (15) days following the approval by the State Appeal Board of the settlement as set out in this Agreement. The Parties agree that approval by the State Appeal Board is a condition precedent to this Agreement. It is agreed that the Attorney General's Office will recommend to the State Appeal Board that it approve and authorize this Agreement.

2. Fees and Costs: The Parties agree that each of them shall be responsible for their own attorney fees and costs. No payment beyond that set forth in this Agreement will be made for attorney's fees or costs.

3. Release and Discharge. The Parties agree that:

a. In consideration of the above, Munir hereby mutually and completely releases and forever discharges the State and all officers, employees, or agents, whether in an individual capacity, official capacity, or any other capacity, from any and all existing claims, demands, obligations, causes of action, damages, costs, expenses and compensation

of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which Munir may have had, presently has, or may have in the future against the State relating to events attendant to his lawsuit filed June 13, 2019 and/or any complaint before the Iowa Public Employment Relations Board. The foregoing Settlement Agreement and Release shall be fully binding upon the Parties, their agents, assigns and successors.

b. Munir agrees that this Settlement Agreement and Release covers all injuries and damages, including attorney fees, whether known or unknown, and which may hereafter appear or develop arising from the matters released through this Agreement.

c. Munir agrees that this Settlement Agreement and Release is executed as a compromise settlement of disputed claims, liability for which is expressly denied by the State, and the performance by the State of its obligations under this Settlement Agreement and Release, including payment of the sum identified above in Paragraph 1, does not constitute an admission of liability or wrongdoing on the part of any person or entity.

d. Muir agrees that upon receipt of the payment set forth herein that he will promptly dismiss the above-noted law suit and administrative appeals before the Iowa PERB with prejudice.

4. Integrated Settlement Agreement and Release; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in writing signed by the Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

5. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors and assigns.

6. Authority to Execute. The Parties affirm that any person executing this Agreement on their behalf has the full authority to do so.

7. Construction Against Party Drafting. The Parties acknowledge that they, through their legal counsel, played an equal role in drafting and/or had an equal opportunity to review and/or modify the provisions set forth in this Agreement. Thus, in the event of any misunderstanding, ambiguity, or dispute concerning this Agreement's provisions, or interpretations, no rule of construction shall be applied that would result in having this Agreement interpreted against any party.

8. Review by Parties and Counsel. The Parties acknowledge that they have carefully read this Agreement and fully understand its meaning and intent. The Parties also acknowledge that they have had the Agreement explained to them by their counsel, and they understand its legal

consequences. The Parties agree to all the terms of this Agreement and are voluntarily signing below. The only consideration for the Parties signing this Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity whatsoever to cause them to sign this Agreement.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

10. Captions. The underlined titles for each paragraph herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections nor in any way affect this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every party hereto and delivered to each and every other party hereto.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

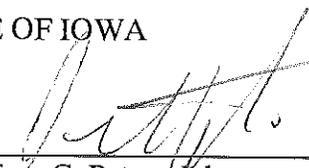
**THIS SETTLEMENT AGREEMENT AND RELEASE IS A PUBLIC RECORD.**

IN WITNESS WHEREOF, the Parties hereto have duly executed this SETTLEMENT AGREEMENT AND RELEASE effective as of the date first above written.

PLAINTIFF

STATE OF IOWA

\_\_\_\_\_  
AAMIR MUNIR

By: 

\_\_\_\_\_  
Jeffrey C. Peterzafek  
Assistant Attorney General

APPROVED AS TO FORM AND  
CONTENT:

By: \_\_\_\_\_  
MICHAEL J. CARROLL  
Coppola, McConville, Carroll,  
Hockenberg & Flynn, P.C.  
ATTORNEYS FOR PLAINTIFF

## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into effective as of the 24th day of September, 2021, (the “Effective Date”), by and between AAMIR MUNIR (“Munir”), and the STATE OF IOWA (the “State”) (collectively, the “Parties”).

### RECITALS:

A. On or about June 13, 2019, Munir filed a lawsuit in the Polk County District Court against the State for discrimination, harassment and retaliation in violation of the Iowa Civil Rights Act, seeking damages arising from these claims Polk County Case Number LACL 144801. Munir also has three cases with pending appeals before the Iowa Public Employment Relations Board (PERB) Case Numbers 102162, 102184 and 102222.

B. The Parties desire to fully settle any and all claims, charges, actions, causes of action or disputed issues of law and/or fact that have been raised or could be raised by the Parties regarding the subject of any of the above-noted claims and wish to reduce their agreement to writing.

### AGREEMENT

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Payment by the State to Munir and his attorney, Michael J. Carroll. The State agrees that in consideration of the mutual promises and conditions contained herein, it shall pay Munir and his attorney, Michael J. Carroll, jointly, the total sum of Twenty-Five Thousand Dollars (\$25,000.00) by way of a State warrant made payable to his attorney, Michael J. Carroll, with no deductions or withholdings. Munir and his attorney shall be responsible for their share of any and all taxes that thereafter may be due on this payment. Payment shall be made within fifteen (15) days following the approval by the State Appeal Board of the settlement as set out in this Agreement. The Parties agree that approval by the State Appeal Board is a condition precedent to this Agreement. It is agreed that the Attorney General's Office will recommend to the State Appeal Board that it approve and authorize this Agreement.

2. Fees and Costs: The Parties agree that each of them shall be responsible for their own attorney fees and costs. No payment beyond that set forth in this Agreement will be made for attorneys fees or costs.

3. Release and Discharge. The Parties agree that:

a. In consideration of the above, Munir hereby mutually and completely releases and forever discharges the State and all officers, employees, or agents, whether in an individual capacity, official capacity, or any other capacity, from any and all existing

claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which Munir may have had, presently has, or may have in the future against the State relating to events attendant to his lawsuit filed June 13, 2019 and/or any complaint before the Iowa Public Employment Relations Board. The foregoing Settlement Agreement and Release shall be fully binding upon the Parties, their agents, assigns and successors.

b. Munir agrees that this Settlement Agreement and Release covers all injuries and damages, including attorney fees, whether known or unknown, and which may hereafter appear or develop arising from the matters released through this Agreement.

c. Munir agrees that this Settlement Agreement and Release is executed as a compromise settlement of disputed claims, liability for which is expressly denied by the State, and the performance by the State of its obligations under this Settlement Agreement and Release, including payment of the sum identified above in Paragraph 1, does not constitute an admission of liability or wrongdoing on the part of any person or entity.

d. Muir agrees that upon receipt of the payment set forth herein that he will promptly take actions to dismiss the above-noted law suit and administrative appeals before the Iowa PERB with prejudice, which will include a letter acknowledging withdrawal of his PERB appeal and resigning employment with the state.

4. Integrated Settlement Agreement and Release; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in writing signed by the Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

5. Binding Effect. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors and assigns.

6. Authority to Execute. The Parties affirm that any person executing this Agreement on their behalf has the full authority to do so.

7. Construction Against Party Drafting. The Parties acknowledge that they, through their legal counsel, played an equal role in drafting and/or had an equal opportunity to review and/or modify the provisions set forth in this Agreement. Thus, in the event of any misunderstanding, ambiguity, or dispute concerning this Agreement=s provisions, or interpretations, no rule of construction shall be applied that would result in having this Agreement interpreted against any party.

8. Review by Parties and Counsel. The Parties acknowledge that they have carefully read this Agreement and fully understand its meaning and intent. The Parties also acknowledge that they have had the Agreement explained to them by their counsel, and they understand its legal consequences. The Parties agree to all the terms of this Agreement and are voluntarily signing below. The only consideration for the Parties signing this Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity whatsoever to cause them to sign this Agreement.

9. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

10. Captions. The underlined titles for each paragraph herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections nor in any way affect this Agreement.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every party hereto and delivered to each and every other party hereto.

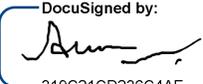
**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**THIS SETTLEMENT AGREEMENT AND RELEASE IS A PUBLIC RECORD.**

**IN WITNESS WHEREOF,** the Parties hereto have duly executed this SETTLEMENT AGREEMENT AND RELEASE effective as of the date first above written.

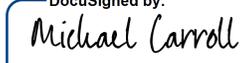
PLAINTIFF

STATE OF IOWA

DocuSigned by:  
  
319C21CD236C4AE...  
AAMIR MUNIR

By: \_\_\_\_\_  
Jeffrey C. Peterzalek  
Assistant Attorney General

APPROVED AS TO FORM AND  
CONTENT:

DocuSigned by:  
  
29FAD0D5E23E4FE...  
By: \_\_\_\_\_  
MICHAEL J. CARROLL  
Coppola, McConville, Carroll,  
Hockenberg & Flynn, P.C.  
ATTORNEYS FOR PLAINTIFF

THOMAS J. MILLER  
ATTORNEY GENERAL



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

JEFFREY C. PETERZALEK  
ASSISTANT ATTORNEY GENERAL

IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

October 14, 2021

BY EMAIL

Joseph Barry  
State Appeal Board  
Iowa Department of Management  
State Capitol Building, Room 12  
Des Moines, IA 50319

RE: *Michelle Brunk v. Iowa Department of Public Defense, State of Iowa, and Jeffrey Peterson*; Iowa Tort Claim No. T190646; In the Iowa District Court for Polk Co., Case No. LACL144220

Dear Mr. Barry:

The parties hereto have reached a settlement in this case, pending State Appeal Board approval, of a payment in the amount of One Hundred and Thirty-Five Thousand Dollars (\$135,000.00). Plaintiff Michelle Brunk alleged retaliation against her for suffering a compensable workplace injury and pursuing workers' compensation benefits, and under the Iowa Civil Rights Act alleging Defendants discriminated against her based on a claimed disability. Plaintiff also alleges retaliation against her for engaging in protected activity under the Iowa Civil Rights Act.

The parties participated in extensive litigation and, eventually, extensive negotiations which resulted in the agreement to settle the matter as set forth below.

Please make the following payments:

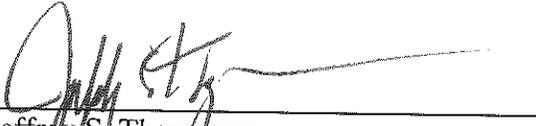
- (1) To Michelle Brunk in the amount of Seventy-Eight Thousand, Five Hundred Twenty-Five Dollars and 10 cents (\$78,525.10), with no deductions or withholdings in compromise of her claims for non-wage compensatory damages. Michelle Brunk's [REDACTED] and
- (2) To David Albrecht of Fiedler Law Firm, P.L.C., in the amount of Fifty-Six Thousand, Four Hundred Seventy-Four Dollars and 90 cents (\$56,474.90). Fiedler Law Firm, P.L.C.'s [REDACTED].

Joseph Barry, State Appeal Board  
October \_\_, 2021  
Page 2

Enclosed is a copy of the Settlement Agreement and Release signed by the parties.

Sincerely,

APPROVED BY:

  
\_\_\_\_\_  
Jeffrey S. Thompson  
Solicitor General

  
\_\_\_\_\_  
Jeffrey C. Peterzalek  
Assistant Attorney General

THOMAS J. MILLER  
ATTORNEY GENERAL

JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL



ADDRESS REPLY TO:  
ATTORNEY GENERAL, HOOVER BUILDING  
1305 WALNUT ST., 2<sup>ND</sup> FL.  
DES MOINES, IOWA 50319-0109  
TELEPHONE: (515) 281-5164  
FACSIMILE: (515) 281-4209

## Department of Justice

### 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, Deputy Attorney General, Hoover Building, 2nd Floor, for routing and final distribution.

In the matter of: Michelle Brunk vs. Iowa Department of Defense, the State of Iowa, and Jeffrey Peterson, Polk Co. No. LACL144220

Agency/Department: Iowa Department of Public Defense

The Adjutant General's Printed Name: Major General Benjamin J Corell

The Adjutant General's Signature: *Benjamin J Corell*

Date: 07 OCT 2021

Approve:

Deny:

### Department of Administrative Services

Director's Printed Name: Adam Steen

Director's Signature: *Adam Steen*

Date: 10-11-21

Approve:

Deny:

### Department of Management

Director's Printed Name: Kraig Paulsen

Director's Signature: *Kraig Paulsen*

Date: 10-11-2021

Approve:

Deny:

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: 10/17/21

Approve:

Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into effective as of the 15th day of October, 2021, (the "Effective Date"), by and between Michelle Brunk ("Brunk"), and the IOWA DEPARTMENT OF DEFENSE AND THE STATE OF IOWA (the "IDOD and State") (collectively, the "Parties").

### RECITALS:

A. On or about June 7, 2019, Brunk filed a Tort Claim (T190646) against the IDOD and State implicating them for illegal retaliation and seeking damages arising from an incident attendant to a workplace injury suffered on or about February 17, 2018, and her subsequent termination from employment with the State of Iowa.

B. On or about April 17, 2019, Brunk filed a Petition at Law in the Iowa District Court for Polk County Iowa, Case No. LACL144220, claiming retaliation against Plaintiff for suffering a compensable workplace injury and pursuing workers' compensation benefits, and under the Iowa Civil Rights Act, challenging Defendants' disability discrimination and retaliation against Brunk for engaging in protected activity under the Iowa Civil Rights Act.

C. The Parties desire to fully settle any and all claims, charges, actions, causes of action or disputed issues of law and/or fact that have been raised or could be raised by the Parties regarding the subject of this Tort Claim and the Petition at Law and wish to reduce their agreement to writing.

### AGREEMENT:

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Payment by the IDOD and State to Michelle Brunk and her attorneys, David Albrecht, Fiedler Law Firm, P.L.C. The IDOD and State agree that in consideration of the mutual promises and conditions contained herein, they, on behalf of the IDOD and the State, shall pay the total sum of One Hundred Thirty-Five Thousand Dollars (\$135,000.00), by way of the following State warrants:

- A. Defendants shall pay Seventy-Eight Thousand, Five Hundred Twenty-Five Dollars and 10 cents (\$78,525.10) to Brunk, with no deductions or withholdings in compromise of her claims for non-wage compensatory damages; and
- B. Defendants shall pay the remaining portion of Fifty-Six Thousand, Four Hundred Seventy-Four Dollars and 90 cents (\$56,474.90) to Brunk's attorney, David Albrecht of Fiedler Law Firm, P.L.C.

Brunk and her attorney shall be responsible for their share of any and all taxes that thereafter may be due on these payments. Payment shall be made within fifteen (15) days following the approval by the State Appeal Board of the settlement as set out in this Agreement. The Parties agree that approval by the State Appeal Board is a condition precedent to this Agreement. It is agreed that the Attorney General's Office will recommend to the State Appeal Board that it approve and authorize this Agreement.

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

3. Fees and Costs: The Parties agree that each of them shall be responsible for their own attorney fees and costs. No payment beyond that set forth in this Agreement will be made for attorney's fees or costs.

4. Dismissal with Prejudice. The Parties stipulate that within five (5) business days of the latter of (a) receipt by Brunk of the checks identified in Paragraph 1(A)-(B) above or (b) receipt by Plaintiff's counsel of the payment identified in Paragraph 1(C) above, Brunk will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.

5. Release and Discharge. The Parties agree that:

a. In consideration of the above, Brunk hereby mutually and completely releases and forever discharges the IDOD and State and all State officers, employees, or agents, whether in an individual capacity, official capacity, or any other capacity, from any and all existing claims, demands, obligations, causes of action, damages, costs, expenses and compensation of any nature whatsoever, be they direct or indirect, in law or in equity, whether known or unknown, which Brunk may have had, presently has or may have in the future against the State relating to events attendant to any event as alleged in her Tort Claim and Petition at Law foregoing Settlement Agreement and Release shall be fully binding upon the Parties, their agents, assigns and successors.

b. Brunk agrees that this Settlement Agreement and Release covers all injuries and damages, including attorney fees, whether known or unknown, and which may hereafter appear or develop arising from the matters released through this Agreement.

c. Brunk agrees that this Settlement Agreement and Release is executed as a compromise settlement of disputed claims, liability for which is expressly denied by the State, and the performance by the State of its obligations under this Settlement Agreement and Release, including payment of the sum identified above in Paragraph 1, does not constitute an admission of liability or wrongdoing on the part of any person or entity.

6. Integrated Settlement Agreement and Release; Severability. This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No

other prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in writing signed by the Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

7. Authority to Execute. The Parties affirm that any person executing this Agreement on their behalf has the full authority to do so.

8. No Admission of Liability. This Agreement is not and shall not in any way be construed as an admission of any of the Parties that any of the Parties violated any federal, state or local laws, rules or policies. The Parties have entered into this Agreement for the sole purpose of avoiding the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

9. Construction Against Party Drafting. The Parties acknowledge that they, through their legal counsel, played an equal role in drafting and/or had an equal opportunity to review and/or modify the provisions set forth in this Agreement. Thus, in the event of any misunderstanding, ambiguity, or dispute concerning this Agreement's provisions, or interpretations, no rule of construction shall be applied that would result in having this Agreement interpreted against any party.

10. Review by Parties and Counsel. The Parties acknowledge that they have carefully read this Agreement and fully understand its meaning and intent. The Parties also acknowledge that they have had the Agreement explained to them by their counsel, and they understand its legal consequences. The Parties agree to all the terms of this Agreement and are voluntarily signing below. The only consideration for the Parties signing this Agreement are the terms stated herein, and no other promises or representations of any kind have been made by any person or entity whatsoever to cause them to sign this Agreement.

11. Representation of Brunk. Brunk hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Brunk 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 it alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

12. Applicable Law. This Agreement shall be governed by the laws of the State of Iowa.

13. Captions. The underlined titles for each paragraph herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections nor in any way affect this Agreement.

14. Public Record. The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 as well as Iowa Code section 22.13A and, as such, must be approved by the Iowa Attorney General or his designee, the agency head of the employing agency, the Director of the Department of Administrative Services and the Director of the Department of Management. This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement may be posted on the Department of Administrative Service's web page.

15. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every party hereto and delivered to each and every other party hereto.

**PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

**THIS SETTLEMENT AGREEMENT AND RELEASE IS A PUBLIC RECORD.**

IN WITNESS WHEREOF, the Parties hereto have duly executed this SETTLEMENT AGREEMENT AND RELEASE effective as of the date first above written.

PLAINTIFF,

  
MICHELLE BRUNK

DEFENDANT, IOWA DEPARTMENT OF  
DEFENSE AND THE STATE OF IOWA,

By:   
Jeffrey C. Peterzalek  
Assistant Attorney General

THOMAS J. MILLER  
ATTORNEY GENERAL

JEFFREY S. THOMPSON  
SOLICITOR GENERAL



1305 E. WALNUT ST.  
DES MOINES, IA 50319  
Main: 515-281-5164 • Direct: 515-281-4419  
Email: Jeffrey.Thompson@ag.iowa.gov  
www.iowaattorneygeneral.gov

IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

December 27, 2021

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

RE: *Jennifer Jackson v. Iowa Department of Human Services and State of Iowa*  
Case No. LACL147192

Dear Mr. Barry:

The parties have reached a settlement in this case, pending State Appeal Board approval, in the amount of Nine Hundred and Sixty-Two Thousand, Five Hundred Dollars (\$962,500).

This case involves allegations of sexual harassment against the Iowa Department of Human Services (“DHS”). Plaintiff, a current DHS employee, alleges that she was sexually harassed by her former supervisor. The State has determined that it is in the best interests of the State to resolve this case without further litigation. In consideration of the payments set forth below, the Plaintiff has agreed to provide a full and final release for any claims that were or could have been asserted, arising from her employment with DHS.

Please make the following payments:

- (a) Jennifer Jackson in the amount Two Hundred Thousand and Five Dollars and Fifteen Cents (\$205,005.15), without deduction or withholding.
- (b) Newkirk Zwagerman Law Firm in the amount of Three Hundred and Eighty-Seven Thousand, Four Hundred and Fifty-Four Dollars and Eighty-Five Cents (\$387,454.85) for payment of attorney fees and litigation expenses, without deduction or withholding.
- (c) Structured Assignments, SCC in the amount of Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) to fund Defendants’ future periodic payment obligation as described in Exhibit A, which is attached to the settlement agreement.

I have enclosed a copy of the required Chapter 22.13A approvals and a proposed release.

Approved:



---

JEFFREY S. THOMPSON  
Solicitor General



# 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: <u>Jennifer Jackson v. Iowa Department of Human Services and State of Iowa</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Interim Director's Printed Name:	<u>Adam Steen</u>
Interim Director's Signature:	_____
Date: _____	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	_____
Date: _____	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Iowa Department of Human Services</u>
Director's Printed Name:	<u>Kelly Garcia</u>
Director's Signature:	<u>Kelly Garcia</u>
Date: <u>12/20/2021</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>[Signature]</u>
Date: <u>12/27/21</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

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In the matter of: <u>Jennifer Jackson v. Iowa Department of Human Services and State of Iowa</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Interim Director's Printed Name:	<u>Adam Steen</u>
Interim Director's Signature:	<u>[Signature]</u>
Date:	<u>12/27/21</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	<u>[Signature]</u>
Date:	<u>                    </u>
Approve:	<input type="checkbox"/>
Deny:	<input type="checkbox"/>
Agency/Department:	<u>Iowa Department of Human Services</u>
Director's Printed Name:	<u>Kelly Garcia</u>
Director's Signature:	<u>[Signature]</u>
Date:	<u>12/20/2021</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>[Signature]</u>
Date:	<u>                    </u>
Approve:	<input type="checkbox"/>
Deny:	<input type="checkbox"/>



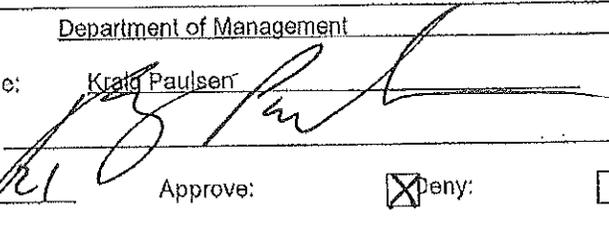
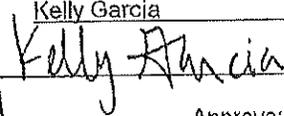
# Department of Justice

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  
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## 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: <u>Jennifer Jackson v. Iowa Department of Human Services and State of Iowa</u>	
Agency/Department:	<u>Department of Administrative Services</u>
Interim Director's Printed Name:	<u>Adam Steen</u>
Interim Director's Signature:	_____
Date:	_____ Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department:	<u>Department of Management</u>
Director's Printed Name:	<u>Kraig Paulsen</u>
Director's Signature:	
Date:	<u>12-27-21</u> Approve: <input type="checkbox"/> Deny: <input checked="" type="checkbox"/>
Agency/Department:	<u>Iowa Department of Human Services</u>
Director's Printed Name:	<u>Kelly Garcia</u>
Director's Signature:	
Date:	<u>12/20/2021</u> Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name):	<u>Jeffrey Thompson</u>
Reviewer's Signature:	_____
Date:	_____ Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Jennifer Jackson, Iowa Department of Human Services, and the State of Iowa.

Jennifer Jackson is the Plaintiff, and Iowa Department of Human Services and the State of Iowa are Defendants ("Defendants") in an action filed in the Iowa District Court for Polk County, LACL147192. In her Petition, Jennifer Jackson made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Jennifer Jackson's claims arising from the events described in 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, Jennifer Jackson shall withdraw her Petition with prejudice within one week of receiving the full settlement amount as described below. Such withdrawals shall provide that each party will bear its own costs.
2. Jennifer Jackson Releases.
  - (a) Releasing Parties. The covenants, waivers, and releases made by Jennifer Jackson 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 Jennifer Jackson in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Human Services, 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 Jennifer Jackson has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, existing as of the date Jennifer Jackson

executes this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Jennifer Jackson 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 Jennifer Jackson'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 Human Services; 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 Petition. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Jennifer Jackson 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. Jennifer Jackson 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 Jennifer Jackson of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Jennifer Jackson a gross settlement amount of Nine Hundred Sixty-Two Thousand Five Hundred Dollars (\$962,500.00), inclusive of future periodic payments as listed in the attached Exhibit A and subject to the reductions listed in Paragraph (B) below. This Settlement Amount is more fully described as follows:

- (a) Defendants will issue a check payable to Jennifer Jackson in the amount Two Hundred Thousand and Five Dollars and Fifteen Cents (\$205,005.15), without deduction or withholding for alleged emotional distress. Jennifer Jackson 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. Defendants will issue Jennifer Jackson an IRS Form 1099-MISC for this amount; and
- (b) Defendants will issue a check payable to Newkirk Zwagerman Law Firm ( [REDACTED] ) a portion of the Settlement Amount in the amount of Three Hundred and Eighty-Seven Thousand, Four Hundred and Fifty-Four Dollars and Eighty-Five Cents (\$387,454.85) 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 Newkirk Zwagerman Law Firm and to Jackson, reporting this payment as "other income" in Box 3.

(c) Defendants will issue a check payable to Structured Assignments, SCC ( [REDACTED] ) in the amount of Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) to fund Defendants' future periodic payment obligation as described in the attached Exhibit A. Defendants will issue Structured Assignments, SCC an IRS Form 1099-MISC for this amount and will NOT issue a 1099-MISC to Jennifer Jackson for this amount.

4. No Admission of Liability. Jennifer Jackson 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.

5. Representation of Jennifer Jackson. Jennifer Jackson 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. Jennifer Jackson 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. Jennifer Jackson 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. Jennifer Jackson 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. Jennifer Jackson represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Jennifer Jackson 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.

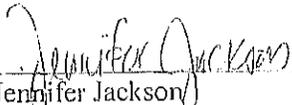
9. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

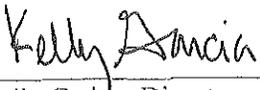
10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged 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 (2021).

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 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, 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.**

  
Jennifer Jackson  
Agreed to on this 21 day of December 2021.

  
Kelly Garcia, Director  
Iowa Department of Human Services  
Agreed to on this 21 day of December 2021.

THOMAS J. MILLER  
ATTORNEY GENERAL

SHARON WEGNER  
ASSISTANT ATTORNEY GENERAL



IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.  
DES MOINES, IA 50319  
Main: 515-281-5164 • Direct: 515-281-6364  
Email: Sharon.Wegner@ag.iowa.gov  
www.iowaattorneygeneral.gov

December 21, 2021

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

RE: *Pam Ries v. University of Iowa, Board of Regents, State of Iowa and State of Iowa*  
Case No. LACL143136

Dear Mr. Barry:

The parties have reached a settlement in this case, pending State Appeal Board approval, in the amount of three hundred twenty-five thousand dollars (\$325,000).

This case involves allegations of discrimination against the University of Iowa. Plaintiff, a current University of Iowa employee, alleges that she was discriminated against by the University of Iowa on the basis of her age and gender. The State has determined that it is in its best interests to resolve this case without further litigation. In consideration of the payments set forth below, the Plaintiff has agreed to provide a full and final release for any claims that were, or could have been asserted, arising from her employment at UI.

Please make the following payments:

- a. Pam Ries in the amount of One Hundred and Seventy-Seven Thousand, Six Hundred and Sixty-Six Dollars and Eighteen Cents (\$177,666.18) without deduction or withholding.
- b. Newkirk Zwagerman PLC in the amount of One Hundred and Forty-Seven Thousand, Three Hundred and Thirty-Three Dollars and Eighty-Two Cents (\$147,333.82) without deduction or withholding

I have enclosed a copy of the proposed release.

Sincerely,

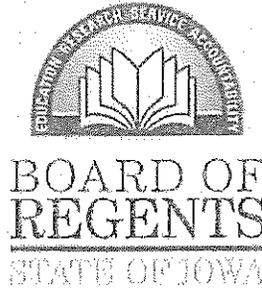
Sharon Wegner

Approved:

JEFFREY S. THOMPSON  
Solicitor General

Governing Iowa's public universities and special schools

University of Iowa  
Iowa State University  
University of Northern Iowa  
Iowa School for the Deaf  
Iowa Educational Services for the blind and Visually Impaired  
Lakeside Laboratory Regents Resource Center  
Western Iowa Regents Resource Center



Michael J. Richards, MD, President, West Des Moines  
Patty Cownie, President Pro Tem, Des Moines  
David R. Barker, PhD, Iowa City  
Sherry Bates, Scranton  
Nancy Boettger, Halian  
Mark Dakovich, Waterloo  
Nancy Dunkel, Dyersville  
Zachary C. Leisl, Clarion  
Jim Lindenmayer, PhD, Ottumwa

Mark J. Braun, Executive Director

### Routing/Review Approval of Personnel Settlement Agreement

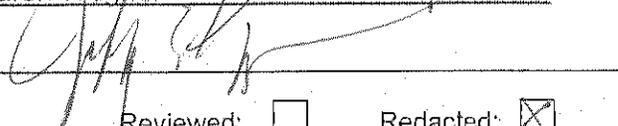
Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. \*\*After signing, please return to the attention of BOR – General Counsel.\*\* If "denied," please return to BOR – General Counsel.

In the matter of: Pam Ries v. the University of Iowa, Board of Regents, State of Iowa and State of Iowa, in the Iowa District Court for Polk County, LACL143136

Institutional Staff: Ann Byrd

#### Office of the Attorney General

Reviewed by (Print Name): ~~Sharon Weener~~ Jeff Thompson

Reviewer's Signature: 

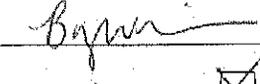
Date: 12/27/21

Reviewed:

Redacted:

Institution: University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson

Institutional Head's Signature: 

Date: 12.21.2021

Approve:

Deny:

#### Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approve:

Deny:

*Governing Iowa's public universities and special schools*

University of Iowa  
Iowa State University  
University of Northern Iowa  
Iowa School for the Deaf  
Iowa Educational Services for the Blind and Visually Impaired  
Lakeside Laboratory Regents Resource Center  
Western Iowa Regents Resource Center



**BOARD OF REGENTS**  
STATE OF IOWA

Michael J. Richards, MD, President, *West Des Moines*  
Patty Cownie, President Pro Tem, *Des Moines*  
David R. Barker, PhD, *Iowa City*  
Sherry Bates, *Scranton*  
Nancy Boettger, *Harlan*  
Milt Dakovich, *Waterloo*  
Nancy Dunkel, *Dyersville*  
Zackery C. Leist, *Clarion*  
Jim Lindenmayer, PhD, *Ottumwa*

Mark J. Braun, Executive Director

**Routing/Review Approval of Personnel Settlement Agreement**

*Please sign/date where indicated below noting the approval or denial of the attached proposed Personnel Settlement Agreement. **\*\*After signing, please return to the attention of BOR – General Counsel.\*\*** If "denied," please return to BOR – General Counsel.*

In the matter of: Pam Ries v. the University of Iowa, Board of Regents, State of Iowa and State of Iowa, in the Iowa District Court for Polk County, LACL143136

Institutional Staff: Ann Byrd

**Office of the Attorney General**

Reviewed by (Print Name): Sharon Wegner

Reviewer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Reviewed:  Redacted:

Institution: University of Iowa

Institutional Head's Printed Name: Barbara J. Wilson

Institutional Head's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Mark Braun

Executive Director's Signature:  \_\_\_\_\_  
FE898DCFCBED45B

Date: 12/21/2021 Approve:  Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Pam Ries ("Ries") and the University of Iowa ("the University"), on behalf of itself and the Board of Regents, State of Iowa ("the Board of Regents") and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (the University, the Board of Regents, and the State of Iowa collectively referred to herein as "the Released Parties" and all parties collectively referred to herein as "the Parties").

### RECITALS

WHEREAS, Pam Ries is the Plaintiff and the University of Iowa is the Defendant ("Defendant") in an action pending in the Iowa District Court for Polk County, Case Number LAACL143136 (the "Lawsuit");

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

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

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

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

### AGREEMENT

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

1. Payment. In exchange for satisfaction by Ries of the terms identified in Paragraphs 3, 4, and 5 of this Agreement, the University agrees that the State of Iowa, on behalf of all Released Parties, will pay Ries a total gross settlement amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000) ("Settlement Amount"). The Settlement Amount shall be delivered to the Newkirk Zwagerman Law Firm, 521 E Locust, Suite 300, Des Moines, Iowa 50309, by Federal Express or UPS delivery. Payment of the Settlement Amount is more fully described as follows:

(A) The State of Iowa, on behalf of all Released Parties, shall pay a portion of the

Settlement Amount in the amount of One Hundred and Twenty-Seven Thousand, Six Hundred and Sixty-Six Dollars and Eighteen Cents (\$127,666.18) in compromise of Ries's claims for non-wage compensatory damages. The State of Iowa shall cause an IRS Form 1099-MISC to be issued to Ries for this amount at the end of 2022 and shall mark this payment amount as "other income" in Box 3.

- (B) The State of Iowa, on behalf of all Released Parties, shall pay a portion of the Settlement Amount in the amount of Fifty Thousand Dollars (\$50,000.00), less required withholdings and deductions for applicable taxes in settlement and compromise of Ries's claim for lost wages. The State of Iowa shall cause an IRS Form W-2 to be issued to Ries for this amount at the end of 2022
- (C) The State of Iowa, on behalf of all Released Parties, shall pay to Newkirk Zwagerman Law Firm (██████████), a portion of the Settlement Amount in the amount of One Hundred and Forty-Seven Thousand, Three Hundred and Thirty-Three Dollars and Eighty-Two Cents (\$147,333.82), for payment of attorney fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC to be issued to Newkirk Zwagerman Law Firm and Ries, reporting this payment.

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

2. **Tax Liability.** Ries shall be solely responsible for any and all taxes that may be due by her on the payments in Paragraph 1 and shall hold the Released Parties harmless and indemnify them from any liability thereon.

3. **Dismissal with Prejudice.** The Parties stipulate that within five (5) business days of the latter of (a) receipt by Ries of the checks identified in Paragraph 1(A)-(B) above or (b) receipt by Plaintiff's counsel of the payment identified in Paragraph 1(C) above, Ries will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.

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

5. **Ries's Full and Comprehensive Release of Claims.** Ries agrees, on behalf of herself, her spouse, heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Released Parties, involving any matter which occurred in the past up to the date of this Agreement arising out of or related to her employment with the University, including but not limited to:

- (a) Any claims arising from any alleged violation by the Released Parties of any federal, state, or local statutes, ordinances, or common laws, including, but not limited to, the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 2000e et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Ries further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf arising out of or related to her employment with the University. Ries further agrees to waive all rights to use any internal grievance or appeal procedure offered by the University with respect to any matter arising out of or related to her employment with the University.
- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her employment with the University.

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

6. **Full and Comprehensive Release of Potential Claims against Ries; Covenant Not to Sue.** The Board of Regents and the University hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Ries of and from any and every claim, demand, and cause of action of whatsoever nature which they now have, or may in the past have had, including, but not limited to, any and every claim, demand, and cause of action arising out of Ries's duties and obligations related to her employment with the University and promise and covenant not to file, charge, claim, sue, cause

or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Ries. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law the Board of Regents and the University cannot waive and any claims to enforce the terms of this Agreement.

7. **No Admission of Liability.** This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state or local laws, or University rules or policies. The Parties have entered into this Agreement for the sole purpose of avoiding the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

8. **Representation of Ries.** Ries hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Ries 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 it alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

9. **Ries Review.** Ries acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Ries understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution.

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

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

12. **Governing Law and Venue.** This Agreement is made and entered into in Polk County in the State of Iowa, and in all respects shall be interpreted, enforced, and governed by Iowa law. Any disputes arising out of this Agreement shall be subject to the jurisdiction of the

federal or state courts of Iowa. The venue for cases brought in state court will be Polk County, Iowa. The venue for cases brought in federal court will be Polk County, Iowa.

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

14. **Public Record.** The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and, as such, must be approved by the Executive Director of the Board of Regents and the President of the University, and be reviewed by the Iowa Attorney General, or her designee. This Agreement is not effective until it has received all necessary reviews and approvals. This Agreement will be posted on the Board of Regents' web page.

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

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

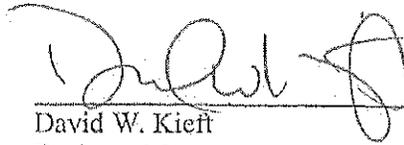
CAREFULLY READ THIS AGREEMENT; BY SIGNING BELOW YOU ARE  
RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21)  
CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS  
AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS  
FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE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

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



Pam Ries

Agreed to on this 21 day of December, 2021.



David W. Kieft

Business Manager

The University of Iowa

Agreed to on this 21 day of December, 2021.

THOMAS J. MILLER  
ATTORNEY GENERAL

JEFFREY S. THOMPSON  
SOLICITOR GENERAL



IOWA DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

1305 E. WALNUT ST.  
DES MOINES, IA 50319  
Main: 515-281-5164 • Direct: 515-281-4419  
Email: Jeffrey.Thompson@ag.iowa.gov  
www.iowaattorneygeneral.gov

April 19, 2022

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

RE: Lynn Carlson v. State of Iowa, et al.  
Iowa District Court for Cherokee County (Case No. LACV026300)

Dear Mr. Barry:

The parties have reached a settlement in this case, pending State Appeal Board approval, in the amount of Two Hundred Thousand Dollars (\$200,000.00).

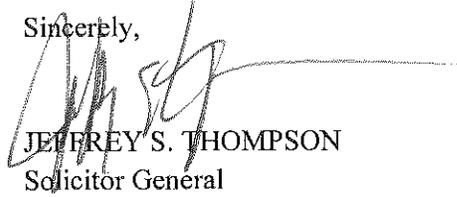
This case involves allegations of a hostile work environment against the State of Iowa, Iowa Department of Human Services, and Cherokee Mental Health Institute ("CMHI"). Plaintiff, a residential treatment worker, alleges she was sexually harassed by a male co-worker at CMHI in violation of the Iowa Civil Rights Act. She further claims she complained to her supervisors about this harassment, and when it was not sufficiently addressed, resigned as a result. The State has determined that it is in its best interests to resolve this case without further litigation. In consideration of the payments set forth below, the Plaintiff has agreed to provide a full and final release for any claims that were, or could have been asserted, from her time as an employee of the State of Iowa.

Please make the following payments:

- a. Lynn Carlson, in the amount of Fifty Thousand Dollars (\$50,000.00) without deduction or withholding.
- b. Lynn Carlson, in the amount of Ninety-Two Thousand, One Hundred Nineteen Dollars and Eighty-Nine Cents (\$92,119.89), without deduction or withholding.
- c. Hamilton Law Firm, P.C., in the amount of Fifty-Seven Thousand, Eight Hundred Eighty Dollars and Eleven Cents (\$57,880.11), without deduction or withholding.

I have enclosed a copy of the proposed release.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey S. Thompson', with a long horizontal line extending to the right.

JEFFREY S. THOMPSON  
Solicitor General

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Lynn Carlson, the State of Iowa, Iowa Department of Human Services, and Cherokee Mental Health Institute.

Lynn Carlson is the Plaintiff, and the State of Iowa, Iowa Department of Human Services, and Cherokee Mental Health Institute, are the Defendants ("Defendants") in an action filed in the Iowa District Court for Cherokee County, Case No. LACV026300. In her Petition, Lynn Carlson made claims against Defendants and sought damages. The Defendants deny all claims.

The parties have agreed to compromise and settle all of Lynn Carlson's claims arising from the events described in 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, Lynn Carlson shall file a dismissal of her Petition with prejudice within one week of receiving the full settlement amount as described below. The dismissal shall provide that each party will bear its own costs.

2. Lynn Carlson Releases.

(a) Releasing Parties. The covenants, waivers, and releases made by Lynn Carlson 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, or executors.

(b) Released Parties. The covenants, waivers, and releases of Lynn Carlson in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, Iowa Department of Human Services, Cherokee Mental Health Institute and any State agencies, departments, officers, directors, supervisors, 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 Lynn Carlson has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Petition, existing as of the date Lynn Carlson executes this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Lynn

Carlson 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 Lynn Carlson's hiring, employment, working conditions, terms and conditions of employment, or cessation of such employment with the State of Iowa, Iowa Department of Human Services, and Cherokee Mental Health Institute; and for any claims related to lost income, emotional or mental distress, injunctive or equitable relief, and all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Petition. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Lynn Carlson 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. Lynn Carlson 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 Lynn Carlson of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Lynn Carlson a gross settlement amount of Two Hundred Thousand Dollars (\$200,000.00). This Settlement Amount is more fully described as follows:

- (a) Defendants will issue a check payable to Lynn Carlson in the amount Fifty Thousand dollars (\$50,000.00) without deduction or withholding for alleged emotional distress. Defendants will issue a separate check payable to Lynn Carlson in the amount of Ninety-Two Thousand, One Hundred Nineteen Dollars and Eighty-Nine Cents (\$92,119.89) without deduction or withholding for alleged lost income. Lynn Carlson 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. Defendants will issue Lynn Carlson an IRS Form 1099-MISC for these amounts; and
- (b) Defendants will issue a check payable to Hamilton Law Firm, P.C., in the amount of Fifty-Seven Thousand, Eight Hundred Eighty Dollars and Eleven Cents (\$57,880.11) for payment of attorneys' fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. Defendants will issue Hamilton Law Firm, P.C., an IRS Form 1099-MISC for this amount

4. No Admission of Liability. Lynn Carlson 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.

5. Representation of Lynn Carlson. Lynn Carlson 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. Lynn Carlson 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. Lynn Carlson 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. Lynn Carlson 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. Lynn Carlson represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Lynn Carlson 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 (2021).

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 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, 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.**



Lynn Carlson

Agreed to on this 17 day of April 2022



Kelly Garcia, Director

Iowa Department of Human Services

Agreed to on this 19 day of April 2022



# 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: *Lynn Carlson v. Iowa Department of Human Services, Cherokee Mental Health Institute, and State of Iowa*

Agency/Department: Department of Administrative Services

Director's Printed Name: Adam Steen

Director's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Approve:  Deny:

Agency/Department: Department of Management

Director's Printed Name: Kraig Paulsen

Director's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Approve:  Deny:

Agency/Department: Iowa Department of Human Services

Director's Printed Name: Kelly Garcia

Director's Signature: *Kelly Garcia*

Date: 4/19/22 Approve:  Deny:

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: 4/19/22 Approve:  Deny:



# Department of Justice

THOMAS J. MILLER  
ATTORNEY GENERAL  
JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

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ATTORNEY GENERAL, HOOVER BUILDING 2<sup>nd</sup> Floor  
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In the matter of: Lynn Carlson v. Iowa Department of Human Services, Cherokee Mental Health Institute, and State of Iowa

Agency/Department: Department of Administrative Services  
Director's Printed Name: Adam Steen  
Director's Signature: \_\_\_\_\_  
Date: 7/22/22 Approve:  Deny:

Agency/Department: Department of Management  
Director's Printed Name: Kraig Paulsen  
Director's Signature: \_\_\_\_\_  
Date: 7-20-22 Approve:  Deny:

Agency/Department: Iowa Department of Human Services  
Director's Printed Name: Kelly Garcia  
Director's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Approve:  Deny:

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson  
Reviewer's Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Approve:  Deny: