



## 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: Charles Zanders, et al. v. State of Iowa, et al.

Agency/Department: Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: [Signature]

Date: 08/29/2017 Approve: ☒ Deny: ☐

Agency/Department: Department of Management

Director's Printed Name: David Roederer

Director's Signature: [Signature]

Date: 9-6-17 Approve: ☒ Deny: ☐

Agency/Department: \_\_\_\_\_

Director's Printed Name: \_\_\_\_\_

Director's Signature: [Signature]

Date: \_\_\_\_\_ Approve: ☒ Deny: ☐

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: [Signature]

Date: \_\_\_\_\_ Approve: ☒ Deny: ☐

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Charles Zanders, the State of Iowa, and all of its executive branch agencies.

Charles Zanders is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Charles Zanders made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Charles Zanders's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Charles Zanders shall dismiss his claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Charles Zanders for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims he pursued in the Lawsuit.

3. Charles Zanders Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Charles Zanders in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through or under him or through which he makes his claims including, but not limited to, his heirs, assigns, representatives, executors and spouse.

(b) Released Parties. The covenants, waivers and releases of Charles Zanders in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees (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 Charles Zanders has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Charles Zanders waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Charles Zanders's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Charles Zanders not being interviewed and/or not promoted and/or not being hired for positions he applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to, Iowa Communications Network; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."

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

4. Payments. Upon satisfaction by Charles Zanders of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Charles Zanders the lump sum of \$10,714.28 as follows:

(a) \$5,357.14 without deduction or withholding made payable to Charles Zanders. Charles Zanders shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(b) \$5,357.14 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Charles Zanders 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 Charles Zanders. Charles Zanders hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Charles Zanders 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. Charles Zanders understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Charles Zanders further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Charles Zanders represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Charles Zanders further represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

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.

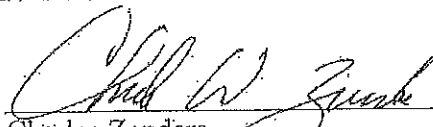
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10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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



Charles Zanders

Agreed to on this 27 day of July, 2017.

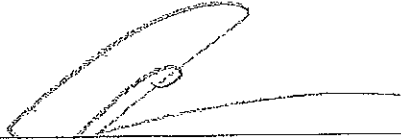


Janet E. Phipps

Iowa Department of Administrative Services

Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:



Thomas Newkirk

Attorney for Charles Zanders

On this 27 day of July, 2017.



## Department of Justice

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JEFFREY THOMPSON  
DEPUTY ATTORNEY GENERAL

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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: Mary Traywick, et al. v. State of Iowa, et al.

Agency/Department: Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 08/29/2017 Approve: ☒ Deny: ☐

Agency/Department: Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 8-6-17 Approve: ☒ Deny: ☐

Agency/Department: \_\_\_\_\_

Director's Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Approve: ☐ Deny: ☐

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: \_\_\_\_\_ Approve: ☒ Deny: ☐

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Mary Traywick, the State of Iowa, and all of its executive branch agencies.

Mary Traywick is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court; Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Mary Traywick made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Mary Traywick's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Mary Traywick shall dismiss her claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Mary Traywick for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims she pursued in the Lawsuit.

3. Mary Traywick Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Mary Traywick 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 Mary Traywick in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents,

predecessors, successors, assigns and employees (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 Mary Traywick has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Mary Traywick waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Mary Traywick's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Mary Traywick not being interviewed and/or not promoted and/or not being hired for positions she applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to, Iowa Workforce Development; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."
- (d) Waiver, Release and Covenant Not to Sue. Mary Traywick 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. Mary Traywick 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.

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5. Representation of Mary Traywick. Mary Traywick hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Mary Traywick 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.

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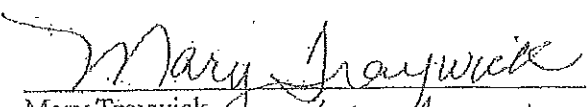
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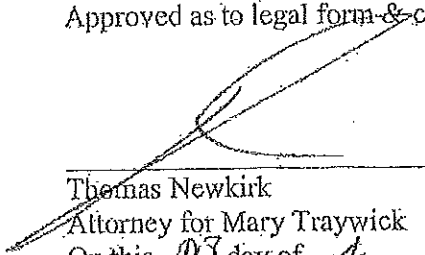
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ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS  
DOCUMENT.

  
Mary Traywick  
Agreed to on this 10<sup>th</sup> day of August, 2017.

  
Janet L. Phipps  
Iowa Department of Administrative Services  
Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:

  
Thomas Newkirk  
Attorney for Mary Traywick  
On this 21 day of Aug, 2017.



## 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  
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Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 08/29/2017

Approve: ☒

Deny: ☐

Agency/Department: Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

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

Approve: ☐

Deny: ☐

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

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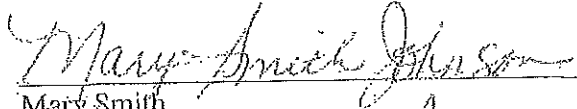
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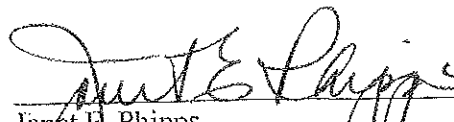
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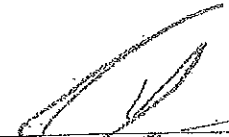
12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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

  
Mary Smith  
Agreed to on this 1 day of Aug., 2017.

  
Janet E. Phipps  
Iowa Department of Administrative Services  
Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:

  
Thomas Newkirk  
Attorney for Mary Smith  
On this 7 day of Aug, 2017.



## 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: Crawford Norwood, et al. v. State of Iowa, et al.

Agency/Department: Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 8/29/2017

Approve: ☒

Deny: ☐

Agency/Department: Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 9-6-17

Approve: ☒

Deny: ☐

Agency/Department:

Director's Printed Name:

Director's Signature:

Date:

Approve: ☐

Deny: ☐

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date:

Approve: ☒

Deny: ☐

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Crawford Norwood, the State of Iowa, and all of its executive branch agencies.

Crawford Norwood is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Crawford Norwood made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Crawford Norwood's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Crawford Norwood shall dismiss his claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Crawford Norwood for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims he pursued in the Lawsuit.

3. Crawford Norwood Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Crawford Norwood in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through or under him or through which he makes his claims including, but not limited to, his heirs, assigns, representatives, executors and spouse.

(b) Released Parties. The covenants, waivers and releases of Crawford Norwood in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees (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 Crawford Norwood has or may have against the Released Parties, individually and/or jointly; or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Crawford Norwood waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Crawford Norwood's recruitment, hiring, employment, terms and conditions of employment; or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Crawford Norwood not being interviewed and/or not promoted and/or not being hired for positions he applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to, Department of Human Services; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."

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

4. Payments. Upon satisfaction by Crawford Norwood of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Crawford Norwood the lump sum of \$10,714.28 as follows:

(a) \$1,357.14 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Crawford Norwood.

(b) \$4,000.00 without deduction or withholding made payable to Crawford Norwood. Crawford Norwood shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(c) \$5,357.14 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Crawford Norwood 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 Crawford Norwood. Crawford Norwood hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Crawford Norwood 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. Crawford Norwood understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Crawford Norwood further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Crawford Norwood represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Crawford Norwood further

represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

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

8. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

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

10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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



Crawford Norwood

Agreed to on this 27 day of July, 2017.

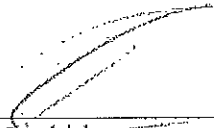


Janet E. Phipps

Iowa Department of Administrative Services

Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:



Thomas Newkirk

Attorney for Crawford Norwood

On this 31 day of July, 2017.



## 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: <b>Deborah Howe v. Iowa Department of Natural Resources</b>	
Agency/Department:	<u>Iowa Department of Natural Resources</u>
Director's Printed Name:	<u>Chuck Gipp</u>
Director's Signature:	<u>Chuck Gipp</u>
Date: <u>9/5/2017</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Department of Administrative Services</u>	
Director's Printed Name:	<u>Janet Phipps</u>
Director's Signature:	<u>Janet Phipps</u>
Date: <u>09/06/2017</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>David Roederer</u>
Director's Signature:	<u>David Roederer</u>
Date: <u>9-5-17</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>Jeffrey Thompson</u>
Date: <u>9/6/17</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Deborah L. Vitko and the Iowa Department of Natural Resources, and the State of Iowa.

Deborah L. Vitko (formerly Deborah L. Howe) is the Plaintiff, and the Iowa Department of Natural Resources is the Defendant ("Defendant") in an action pending in Polk County District Court, Case Number LACL134618 (the "Lawsuit"). In the Lawsuit, Deborah L. Vitko made claims against Defendant and sought damages. Defendant denies all such claims.

The parties have agreed to compromise and settle all of Deborah L. Vitko's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release, the parties will file a joint motion to dismiss the case with prejudice, and it shall provide that each party will bear its own costs.

2. Deborah L. Vitko Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Deborah L. Vitko 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 Deborah L. Vitko in this Settlement Agreement and Release are made to and for the benefit of the Iowa Department of Natural Resources, the State of Iowa, and any State agencies, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees, including, but not limited to, former named defendants Mark Sedlmayr and Randy Schnobelen (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 Deborah L. Vitko has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit, for the period of time up to and including the date on which Deborah L. Vitko signs this Settlement Agreement and Release. Without limiting the preceding sentence, the claims which Deborah L. Vitko waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Deborah L. Vitko's recruitment, hiring, employment, terms and conditions of employment, or promotion/non-promotion with the State of Iowa and/or Iowa Department of Natural Resources; and any claims for back pay, emotional distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."
- (d) Waiver, Release and Covenant Not to Sue. Deborah L. Vitko 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. Deborah L. Vitko further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

3. Payments and Additional Consideration. Upon satisfaction by Deborah L. Vitko of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Deborah L. Vitko the lump sum of \$260,000.00 as follows:

- (a) \$87,000.00 without deduction or withholding made payable to Deborah L. Vitko as "non-wage-related damages and claims." Deborah L. Vitko shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(b) \$173,000.00 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Additionally, Deborah L. Vitko will be promoted, effective September 22, 2017, to a newly-created district supervisor position, located at the Wallace State Office Building in Des Moines, Iowa. The district supervised by Deborah L. Vitko will include Wapello County, Iowa. On the date of promotion, Deborah L. Vitko will receive a pay increase equivalent to a 5% raise based upon her current base salary as of that date. Deborah L. Vitko will also receive a pay increase equivalent to another 5% raise after six (6) months in the district supervisor position. Any and all pay increases thereafter will be consistent with then-current departmental practices of the Iowa Department of Natural Resources. Deborah L. Vitko's employment status as a district supervisor will be treated in all respects not specified herein as similar to that of the Department of Natural Resources' other district supervisors, with specific job responsibilities to be determined by the Department of Natural Resources in order to best address the needs of both the Department and the district supervised.

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

4. Representation of Deborah L. Vitko. Deborah L. Vitko hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Deborah L. Vitko further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them

alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 4.

5. Reasonable Time to Consider. Deborah L. Vitko 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. Deborah L. Vitko 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. Deborah L. Vitko represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Deborah L. Vitko further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

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

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

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

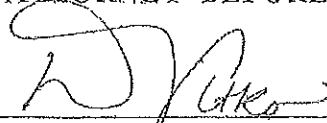
9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved

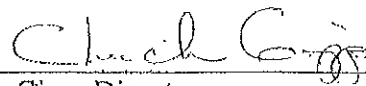
by the Director of the Iowa Department of Management, the Director of Iowa Department of Administrative Services, and the Director of the Iowa Department of Natural Resources. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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



Deborah L. Vitko

Agreed to on this 1 day of September, 2017.

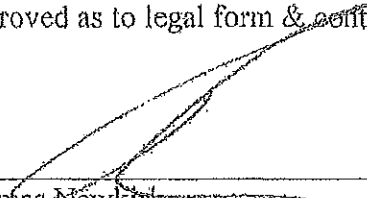


Chuck Gipp, Director

Iowa Department of Natural Resources

Agreed to on this 5 day of September, 2017.

Approved as to legal form & content:



Thomas Newkirk

Attorney for Deborah L. Vitko

On this 1 day of September, 2017.



## 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>Inger Hall, et al. v. State of Iowa, et al.</u>	
Agency/Department: <u>Department of Administrative Services</u>	
Director's Printed Name: <u>Janet Phipps</u>	
Director's Signature: <u><i>Janet Phipps</i></u>	
Date: <u>08/29/2012</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: <u>Department of Management</u>	
Director's Printed Name: <u>David Roederer</u>	
Director's Signature: <u><i>David Roederer</i></u>	
Date: <u>9-6-17</u>	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: _____	
Director's Printed Name: _____	
Director's Signature: _____	
Date: _____	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name): <u>Jeffrey Thompson</u>	
Reviewer's Signature: <u><i>Jeffrey Thompson</i></u>	
Date: _____	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Inger Hall, the State of Iowa, and all of its executive branch agencies.

Inger Hall is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Inger Hall made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Inger Hall's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Inger Hall shall dismiss her claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Inger Hall for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims she pursued in the Lawsuit.

3. Inger Hall Releases.

- (a) Releasing Parties. The covenants, waivers and releases made by Inger Hall 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 Inger Hall in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa; any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors,

successors, assigns and employees (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 Inger Hall has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Inger Hall waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Inger Hall's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Inger Hall not being interviewed and/or not promoted and/or not being hired for positions she applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to; Department of Cultural Affairs; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."
- (d) Waiver, Release and Covenant Not to Sue. Inger Hall 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. Inger Hall further covenants that she in her own capacity or through her shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

4. Payments. Upon satisfaction by Inger Hall of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Inger Hall the lump sum of \$10,714.28 as follows:

- (a) \$1,357.14 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Inger Hall.
- (b) \$4,000.00 without deduction or withholding made payable to Inger Hall. Inger Hall shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.
- (c) \$5,357.14 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Inger Hall 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 Inger Hall. Inger Hall hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Inger Hall 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. Inger Hall 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. Inger Hall 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. Inger Hall represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Inger Hall further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

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

8. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

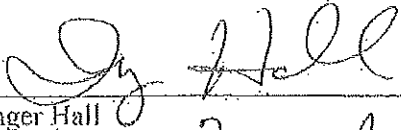
9. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.


10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

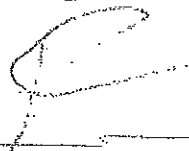
12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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

  
Inger Hall  
Agreed to on this 2 day of August, 2017.

  
Janet E. Phipps  
Iowa Department of Administrative Services  
Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:

  
Thomas Newkirk  
Attorney for Inger Hall  
On this 2 day of Sept, 2017.



## 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: Michael Greene, et al. v. State of Iowa, et al.

Agency/Department: Department of Administrative Services

Director's Printed Name: Janet Phipps

Director's Signature: *Janet Phipps*

Date: 08/29/2017 Approve: ☒ Deny: ☐

Agency/Department: Department of Management

Director's Printed Name: David Roederer

Director's Signature: *David Roederer*

Date: 8-6-17 Approve: ☒ Deny: ☐

Agency/Department: \_\_\_\_\_

Director's Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_ Approve: ☐ Deny: ☐

### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson

Reviewer's Signature: *Jeffrey Thompson*

Date: \_\_\_\_\_ Approve: ☒ Deny: ☐

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Michael Greene, the State of Iowa, and all of its executive branch agencies.

Michael Greene is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Michael Greene made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Michael Greene's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Michael Greene shall dismiss his claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Michael Greene for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims he pursued in the Lawsuit.

3. Michael Greene Releases.

(a) Releasing Parties. The covenants, waivers and releases made by Michael Greene in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through or under him or through which he makes his claims including, but not limited to, his heirs, assigns, representatives, executors and spouse.

(b) Released Parties. The covenants, waivers and releases of Michael Greene in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees (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 Michael Greene has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Michael Greene waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Michael Greene's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Michael Greene not being interviewed and/or not promoted and/or not being hired for positions he applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to, Department of Administrative Services; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."

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

4. Payments. Upon satisfaction by Michael Greene of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Michael Greene the lump sum of \$10,714.28 as follows:

(a) \$1,357.14 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Michael Greene.

(b) \$4,000.00 without deduction or withholding made payable to Michael Greene. Michael Greene shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.

(c) \$5,357.14 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Michael Greene 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 Michael Greene. Michael Greene hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Michael Greene 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. Michael Greene understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Michael Greene further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Michael Greene represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Michael Greene further

represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

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

8. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

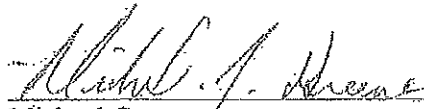
9. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

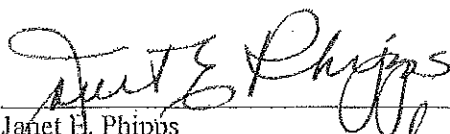
10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

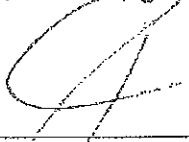
12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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

  
\_\_\_\_\_  
Michael Greene  
Agreed to on this 7 day of August, 2017.

  
\_\_\_\_\_  
Janet E. Phipps  
Iowa Department of Administrative Services  
Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:

  
\_\_\_\_\_  
Thomas Newkirk  
Attorney for Michael Greene  
On this 7 day of Sept, 2017.



## 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 50319-0103  
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: Terry Brown, et al. v. State of Iowa, et al.	
Agency/Department: Department of Administrative Services	
Director's Printed Name: Janet Phipps	
Director's Signature:	
Date: 08/29/2017	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: Department of Management	
Director's Printed Name: David Roederer	
Director's Signature:	
Date: 8-6-17	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>
Agency/Department: _____	
Director's Printed Name: _____	
Director's Signature: _____	
Date: _____	Approve: <input type="checkbox"/> Deny: <input type="checkbox"/>
Office of the Attorney General	
Reviewed by (Print Name): Jeffrey Thompson	
Reviewer's Signature:	
Date: _____	Approve: <input checked="" type="checkbox"/> Deny: <input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Terry Brown, the State of Iowa, and all of its executive branch agencies.

Terry Brown is one of the Plaintiffs, and the State of Iowa and all of its executive branch agencies using the hiring and promotion processes of the Department of Administrative Services are Defendants ("Defendants") in an action pending in Polk County District Court, Case Number LACL 127585 (previously numbered Case Number LACL 107038-A) (the "Lawsuit"). In the Lawsuit, Terry Brown made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Terry Brown's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. Subsequent to the execution of this Settlement Agreement and Release, Terry Brown shall dismiss his claims in the Lawsuit with prejudice. Such dismissal shall provide that each party will bear its own costs.

2. Pippen Judgment (Case No. LACL 107038). Defendants agree not to pursue Terry Brown for the joint and several judgment entered in the *Pippen et al. v. State of Iowa et al.* case (Case No. LACL 107038) for the claims he pursued in the Lawsuit.

3. Terry Brown Releases.

- (a) Releasing Parties. The covenants, waivers and releases made by Terry Brown in this Settlement Agreement and Release are made by him in his own capacity and on behalf of all persons and entities claiming by, through or under him or through which he makes his claims including, but not limited to, his heirs, assigns, representatives, executors and spouse.
- (b) Released Parties. The covenants, waivers and releases of Terry Brown in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, any and all State of Iowa executive branch agencies and/or departments, and any State officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees (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 Terry Brown has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Terry Brown waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Terry Brown's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and any of its executive branch agencies and/or departments, and Terry Brown not being interviewed and/or not promoted and/or not being hired for positions he applied for with the State of Iowa and any of its agencies and/or departments, including but not limited to, Department of Natural Resources; and any claims for back pay, emotional distress, front pay, front pay reimbursement, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."
- (d) Waiver, Release and Covenant Not to Sue. Terry Brown 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. Terry Brown further covenants that he in his own capacity or through his shall not sue or make demand upon or seek damages from any of the Released Parties for any of the Claims.

4. Payments. Upon satisfaction by Terry Brown of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Terry Brown the lump sum of \$10,714.28 as follows:

- (a) \$1,357.14 less appropriate deductions except with no deduction for IPERS as payment for back wages made payable to Terry Brown.
- (b) \$4,000.00 without deduction or withholding made payable to Terry Brown. Terry Brown shall be solely responsible for any and all taxes that thereafter

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

(c) \$5,357.14 for attorneys' fees and costs made payable to Newkirk Zwagerman, P.L.C.

Terry Brown 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 Terry Brown. Terry Brown hereby represents and warrants that he (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect his rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Terry Brown 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. Terry Brown understands and acknowledges that he has been given a reasonable period of time to consider whether he wishes to enter into this Settlement Agreement and Release and to be bound by its terms. Terry Brown further acknowledges that the terms of this Settlement Agreement and Release were negotiated by him, through his legal counsel, over a sufficient period of time so that he now has carefully read and fully understands and accepts the terms contained in this Settlement Agreement and Release and their legal effect. Terry Brown represents that he has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Terry Brown further represents that his decision to sign or not to sign this Settlement Agreement and Release is his own voluntary decision made with full knowledge of its terms.

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.

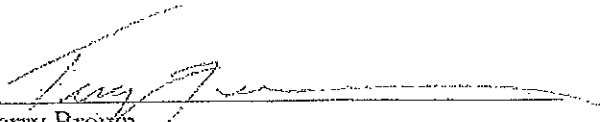
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10. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

12. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, and the Director of the Iowa Department of Administrative Services. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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

  
\_\_\_\_\_  
Terry Brown

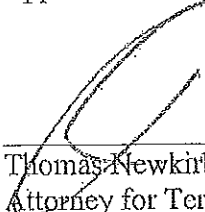
Agreed to on this 27 day of July, 2017.

  
\_\_\_\_\_  
Janet E. Phipps

Iowa Department of Administrative Services

Agreed to on this 6 day of Sept, 2017.

Approved as to legal form & content:

  
\_\_\_\_\_  
Thomas Newkirk

Attorney for Terry Brown

On this 21 day of July, 2017.



## 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) 281-5154  
FACSIMILE: (515) 281-4109

### 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: <b>Kimberly Anderson v. State of Iowa and Iowa Veterans Home</b>	
Agency/Department:	<u>Iowa Veterans Home</u>
Director's Printed Name:	<u>Timon Oufiri</u>
Director's Signature:	<u>[Signature]</u>
Date:	<u>24 July 2017</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Agency/Department: <u>Department of Management</u>	
Director's Printed Name:	<u>David Roederer</u>
Director's Signature:	<u>[Signature]</u>
Date:	<u>8-30-17</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>
Agency/Department: <u>Department of Administrative Services</u>	
Director's Printed Name:	<u>Janet Phipps</u>
Director's Signature:	<u>[Signature]</u>
Date:	<u>08/29/2017</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>7/24/17</u>
Approve:	<input checked="" type="checkbox"/>
Deny:	<input type="checkbox"/>

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Kimberly A. Anderson, Iowa Veterans Home, and the State of Iowa.

Kimberly A. Anderson is the Plaintiff, and Iowa Veterans Home, and the State of Iowa are Defendants ("Defendants") in an action pending in Marshall County District Court, Case Number LACI008860 (the "Lawsuit"). In the Lawsuit, Kimberly A. Anderson made claims against Defendants and sought damages. The Defendants deny all such claims.

The parties have agreed to compromise and settle all of Kimberly A. Anderson's claims arising from the Lawsuit. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Dismissal with Prejudice. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release, the parties will file a joint motion to dismiss the case with prejudice, and it shall provide that each party will bear its own costs.

2. Kimberly A. Anderson Releases.

- (a) Releasing Parties. The covenants, waivers and releases made by Kimberly A. Anderson 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 Kimberly A. Anderson in this Settlement Agreement and Release are made to and for the benefit of the Iowa Veterans Home, the State of Iowa, and any State agencies, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns and employees (collectively, the "Released Parties").
- (c) Claims Released. The claims released through this Settlement Agreement and Release shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether or not they are now known, that Kimberly A.

Anderson has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the Lawsuit. Without limiting the preceding sentence, the claims which Kimberly A. Anderson waives and releases in this Settlement Agreement and Release include those claims asserted or capable of being asserted in the Lawsuit and shall extend to all claims arising out of or relating to Kimberly A. Anderson's recruitment, hiring, employment, terms and conditions of employment, or cessation of such employment with the State of Iowa and/or Iowa Veterans Home; and any claims for back pay, emotional distress, front pay, front pay reimbursement, loss of earning capacity, injunctive or equitable relief, all claims for attorneys' fees, costs, and disbursements arising out of or relating to the Lawsuit. Such released claims collectively are referred to as the "Claims."

- (d) Waiver, Release and Covenant Not to Sue. Kimberly A. Anderson 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. Kimberly A. Anderson hereafter 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 Kimberly A. Anderson of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Kimberly A. Anderson the lump sum of \$95,000.00 as follows:

- (a) \$52,637.54 without deduction or withholding made payable to Kimberly A. Anderson. Kimberly A. Anderson shall be solely responsible for any and all taxes that thereafter may be due on these payments and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.
- (b) \$42,362.46 for attorneys' fees and costs made payable to Dutton, Braun, Staack & Hellman, P.L.C.

Kimberly A. Anderson acknowledges that this payment is in compromise of a dispute and that such payment is not to be construed as the State of Iowa or any of the

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

4. Representation of Kimberly A. Anderson. Kimberly A. Anderson hereby represents and warrants that she (a) has authority to enter into this Settlement Agreement and Release; (b) holds the Claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release Claims under this Settlement Agreement and Release; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Kimberly A. Anderson further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes or property damages (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this Paragraph 4.

5. Reasonable Time to Consider. Kimberly A. Anderson 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. Kimberly A. Anderson 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. Kimberly A. Anderson represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Kimberly A. Anderson further represents that her decision to sign or not to sign this Settlement Agreement and Release is her own voluntary decision made with full knowledge of its terms.

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

7. Choice of Law/Consent to Jurisdiction. This Settlement Agreement and Release shall be governed by and construed under the laws of the State of Iowa. Each party

consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Settlement Agreement and Release.

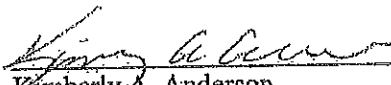
8. Severability. If a court of competent jurisdiction shall determine that any part of this Settlement Agreement and Release is invalid or void, the remaining parts not so declared shall be considered valid and binding on the parties.

9. Entire Agreement. This Settlement Agreement and Release constitutes the entire agreement between the parties. The terms of this Settlement Agreement and Release are contractual and not merely recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each party. Headings are for convenience only and do not alter the express terms of this Settlement Agreement and Release. All representations, warranties, and indemnities under this Settlement Agreement and Release shall survive the termination, expiration, and performance thereof.

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

11. Required Approvals. The parties acknowledge that this Settlement Agreement and Release is subject to Executive Order Number 85 and must be approved by the Director of the Iowa Department of Management, the Director of Iowa Department of Administrative Services, and the Commandant of Iowa Veterans Home. The parties further acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Settlement Agreement and Release. The Attorney General's office has reviewed and will recommend approval of this Settlement Agreement and Release.

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



Kimberly A. Anderson

Agreed to on this 25 day of July, 2017.

Timon Oujiri, Commandant

Iowa Veterans Home

Agreed to on this \_\_\_\_ day of July, 2017.

Approved as to legal form & content:



Erin K. Lyons

Attorney for Kimberly A. Anderson

On this 26<sup>th</sup> day of July, 2017.

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.

\_\_\_\_\_  
Kimberly A. Anderson

Agreed to on this \_\_\_\_ day of July, 2017.



\_\_\_\_\_  
Timon Oujiri, Commandant

Iowa Veterans Home

Agreed to on this 24 day of July, 2017.

Approved as to legal form & content:

\_\_\_\_\_  
Erin P. Lyons

Attorney for Kimberly A. Anderson

On this \_\_\_\_ day of July, 2017.



Iowa Department of Administrative Services


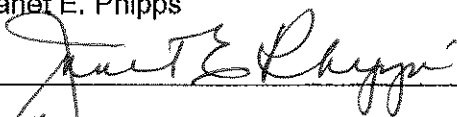
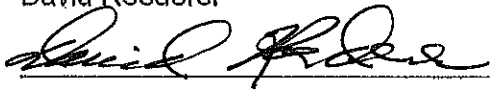
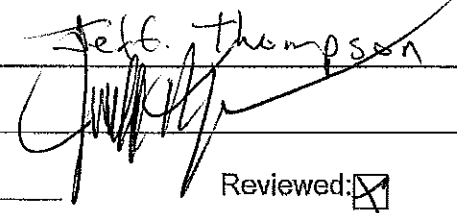
Service • Efficiency • Value

Governor Kim Reynolds  
Lt. Governor Adam Gregg

Janet Phipps, Director

### Routing/Review Approval of Personnel Settlement Agreement

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

<b>In the matter of:</b> JANET LAYMAN IUP# 14-049 / DAS No. #15-0226	
<b>LRT Staff:</b> ANDREW HAYES	
<b>Agency/Department:</b> Department of Corrections	
<b>Director's Printed Name:</b> Jerry Bartruff	
<b>Director's Signature:</b> 	
<b>Date:</b> 7-17-17	<b>Approve:</b> <input checked="" type="checkbox"/> <b>Deny:</b> <input type="checkbox"/>
<b>Department of Administrative Services</b>	
<b>Director's Printed Name:</b> Janet E. Phipps	
<b>Director's Signature:</b> 	
<b>Date:</b> 07/17/2017	<b>Approve:</b> <input checked="" type="checkbox"/> <b>Deny:</b> <input type="checkbox"/>
<b>Department of Management</b>	
<b>Director's Printed Name:</b> David Roederer	
<b>Director's Signature:</b> 	
<b>Date:</b> 7/18/17	<b>Approve:</b> <input checked="" type="checkbox"/> <b>Deny:</b> <input type="checkbox"/>
<b>Office of the Attorney General</b>	
<b>Reviewed by (Print Name):</b> Jeff. Thompson	
<b>Reviewer's Signature:</b> 	
<b>Date:</b> 7/26/17	<b>Reviewed:</b> <input checked="" type="checkbox"/> <b>Redacted:</b> <input type="checkbox"/>

# SETTLEMENT AGREEMENT

 6-30-17  
Michael Hansen Date  
UE Local 893 Staff Representative

Sheryl Dahm 6/30/2017  
Sheryl Dahm Date  
Iowa Correctional Institution for Women

Janet Layman 6/30/2017  
Janet Layman Date  
Grievant