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THOMAS J. MILLER
ATTORNEY GENERAL

MOLLY M. WEBER
ASSISTANT ATTORNEY
GENERAL



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

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DES MOINES, IA 50319
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September 26, 2017

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

RE: *Anderson v. State of Iowa, et al.* (LACL131321)

Dear Joe:
Dear Joe:

We have reached agreement to settle this lawsuit for \$1,750,000.00, subject to the approval of the State Appeal Board. The lawsuit alleged sex discrimination, sexual harassment, and retaliation in violation of the Iowa Civil Rights Act against the State of Iowa, the Iowa Senate, and the Iowa-Senate Republican Caucus. Plaintiff alleged that she was terminated because of sex discrimination and retaliation. "The jury reached a verdict in favor of Plaintiff, and post-trial motions are pending.

Please forward to me checks in the following payable to:

- (1) Kirsten Anderson, [REDACTED] address—the of \$1,044,775.60 without deduction or withholding.
- (2) Coppolla, McConville, Coppolla, Carroll, Hockenbeig, & Scalise, FID—in the amount of \$705,224.40 to the Coppola Law Firm Trust Account for attorneys' fees and costs.

I have enclosed a copy of the proposed release.

Sincerely,

Molly M. Weber

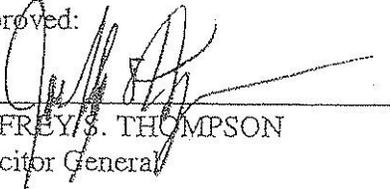
Molly M. eber

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is by and among Kirsten Anderson, the State of Iowa, the Iowa Senate, and the Iowa Senate Republican Caucus.

Kirsten Anderson is the Plaintiff, and the State of Iowa, the Iowa Senate, and the Iowa Senate Republican Caucus are the Defendants in an action pending in Polk County District Court, Case Number LACL131321 (the "First Lawsuit"). In the First Lawsuit, Kirsten Anderson made claims against the Defendants and sought damages. The

Approved:



JEFFREY S. THOMPSON
Solicitor General

Assistant Attorney General

cc: B arrett Harvey
Pam O'Brien

District Court, Case Number LACL131321 (the "First Lawsuit"). In the First Lawsuit, Kirsten Anderson made claims against the Defendants and sought damages.

Defendants deny all such claims. Also pending in Polk County District Court is Case Number LACL132844 (the "Second Lawsuit") in which Kirsten Anderson is the Plaintiff and the State of Iowa, the Iowa Senate, the Iowa Senate Republican Caucus, Senator Bill Dix, Eric Johansen, and Ed Failor, Jr. are the Defendants. In the Second Lawsuit, Kirsten Anderson made claims against the Defendants and sought damages. The Defendants deny all such claims,

The parties have agreed to compromise and settle all of Kirsten Anderson's claims arising from the First Lawsuit. The Plaintiff has also agreed to dismiss the Second Lawsuit with prejudice. 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. Satisfaction and Dismissal. The parties stipulate that subsequent to the execution of this Settlement Agreement and Release, in return for payment the Plaintiff will file a release and satisfaction of judgment indicating the release also includes post judgment rights to attorney fees and costs, and a dismissal with prejudice of the Second Lawsuit. Each party will bear its own costs.

2. Kirsten Anderson Releases.

(a) Released Parties. The covenants, and releases made by Kirsten 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 Kirsten Anderson in this Settlement Agreement and Release are made to and for the benefit of the State of Iowa, the Iowa Senate, the Iowa Senate Republican Caucus, and any State agencies, officers, directors, affiliates, advisors, attorneys, agents, predecessors, successors, assigns, and employees, including, but not limited to, Senator Bill Di. X> Eric Johaasen, and Ed Failor, Jr. (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 any kind against the Released Parties, whether or not they are now known, that Kirsten Anderson has or may have against the Released Parties, individually and/or jointly, or that otherwise exist or may have been raised in the First or Second Lawsuits, Without limiting the preceding sentence, the claims which Kirsten Anderson waives and releases this Settlement Agreement and Release include those claims asserted or capable of being asserted in the First and Second Lawsuits and shall extend to all claims arising out of or relating to Kirsten Anderson's recruitment, hiring, employment, terms, and conditions of employment or cessation of such employment with the State of Iowa, the Iowa Senate, and/or the Iowa Senate Republican-Caucus; and any claims for back pay, emotional distress, front pay; front pay.

reimbursement, loss of earning capacity, injunctive or equitable relief, all for attorneys' fees, costs, and disbursements arising out of or relating to the First and Second Lawsuits. Such released claims collectively are referred to as the "Claims."

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

3. Payments. Upon satisfaction by Kirsten Anderson of all conditions precedent, the State of Iowa, on behalf of all Released Parties, will pay Kirsten Anderson the lump sum of \$1,750,000.00 as follows:

withholding made	<u>\$1,044,775.60 without deduction or</u>	payable to
Anderson, Kirsten A.	Kirsten	responsible for
thereafter may be due on these shall hold the State of Iowa and the	Released indemnify them from any liability thereon,	payments and
	(a)	Parties harmless and

(b) \$705,224.40 for attorneys' fees and costs made payable to Coppola Law Firm Trust Accounts Coppola, McConville, Coopola, Carroll, Hockenberg, & Scalise, P.C.

Kirsten 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 of the Released Parties conceding the reasonableness of the attorneys' fees 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 Kirsten 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 First and/or Second Lawsuits or the Claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due, if any, on the settlement amounts received hereunder. Kirsten 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. Kirsten 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. Kirsten 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 therein. Settlement and their legal effect. Kirsten represents that she has been advised to consult with an attorney prior to signing this Settlement Agreement and Release and has done so. Kirsten 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 voidp the remaining parts not so declared
sbalj_ be considered valid and binding on the parties,

**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**

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. Required Approvals. The parties acknowledge that this Settlement Agreement and Release must be approved by Senator Bill Dix on behalf of the Iowa Senate and the Iowa Senate Republican Caucus. The parties further acknowledge that the State Apoeal 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,

4.

DOCUMENTV



Kirsten Anderson

Agreed to on this 21 day of September, 2017.

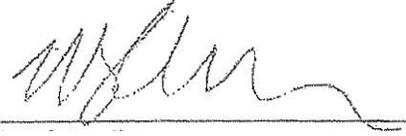


Senator Bill Dix

Iowa Senate and
Iowa Senate Republican
Caucus

Agreed on this "day of September, 2017.

Approved as to legal form and content:



Michael J. Carroll
Attomey for Kirsten Anderson

On this day