

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made by and between The Estate of Mary Bouillion, by Lisa Bouillion-Diaz, and Angela Bouillion, Co-Executors ("Estate") and the University of Iowa, University of Iowa Hospitals and Clinics (referred to as "Defendant").

RECITALS:

A. Mary Bouillion filed a lawsuit captioned **Mary Bouillion v. University of Iowa, University of Iowa Hospitals and Clinics**, (United States District Court for the Southern District of Iowa the Eastern Division, Case No. 3:13-CV-00069) and subsequently the estate of Mary Bouillion was substituted as the Plaintiffs in this matter. (hereinafter collectively referred to as the "litigation"); and

B. The Estate and the Defendant desire in good faith to settle fully and finally all differences between them, including, but not limited to, those differences embodied in the litigation;

In consideration of the mutual promises, obligations, and payments contained in this Agreement, it is agreed as follows:

1. **Court Approval.** The Estate agrees it will seek and obtain Court permission for this settlement pursuant to Iowa's probate laws.

2. **Settlement Payment.** Defendant agrees that when counsel of record for Defendant receives the fully executed original of this Agreement Defendant will prepare and deliver to the law office of DALE L. PUTNAM, a check in the gross amount of \$32,500.00. The Settlement Payment shall be allocated in the following manner:

(a) a check made payable to:

Putnam, Fern & Thompson Law Office, P.L.L.C. Trust Account
and both Lisa Bouillion Diaz and Anjie Bouillion, Executors.
801 Commerce Drive, Suite 1
P.O. Box 70
Decorah, Iowa 52101

The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the litigation and for any legal action the Estate may have subsequently filed in connection with the litigation for damages, attorneys' fees, expenses, and costs that the Estate and/or Bouillion's attorneys may have incurred.

3. **Tax Liability.** Should any tax liability, interest, or penalties occur under federal or state law or regulations as a result of the payments made pursuant to this

Agreement, the Estate agrees to be solely responsible for, and to timely pay, any and all such obligations and to indemnify, defend, and hold Releasees harmless against any subsequent claims for federal or state taxes, if it is determined that such taxes should have been withheld from the Settlement Payment or should have otherwise been paid by the University.

4. **Stipulation for Dismissal.** Upon execution of this Agreement, the Estate shall execute a Stipulation for Dismissal With Prejudice for all of the Estate's claims against Defendant in the litigation, and shall file the Dismissal with the Court and without further cost to any party.

5. **Full and Comprehensive Release.** In consideration of the payment by Defendant to the Estate set forth in paragraph 2, the Estate hereby irrevocably and unconditionally releases, remises and forever discharges the Defendant and its agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and its predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), or any of them, of and from any and all actions, causes of actions, suits, debts, charges, the litigation, claims, liabilities, obligations, promises, agreements, controversies, damages, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, in law or equity, which she ever had, now has, or she or her heirs, executors and administrators hereafter may have, particularly against each or any of the Releasees, from the beginning of time to the date of this Agreement, by reason of any claims against the Defendant, or any of its directors, officers, agents, employees or representatives, arising from or related to the Estate's relationship with the Defendant (and compensation and benefits related thereto) or the end thereof and matters or allegations which are the subject matter of the litigation, including, but not limited to, any claims arising from any alleged violation by Defendant of any federal, state or local statutes, ordinances or common laws, including but not limited to, the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Age Discrimination in Employment Act of 1990 (42 U.S.C. § 12101 et seq.); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa's Wage Payment Collection Law (Iowa Code Chapter 91A); and any claims in violation of the common law or public policy of this state. The Estate acknowledges this release includes all claims against employees of the University of Iowa and the State of Iowa in their official and individual capacities.

6. **Extinguishment of All Claims, Known or Unknown.** The Estate expressly acknowledges that this Agreement is intended to include all claims whether known or unknown to the Estate, that have arisen prior to or as of the execution of this Agreement by the Estate, and that this Agreement contemplates the extinguishment of any such claims.

7. **Disclosure.** The Estate and Defendant agree that this Agreement is a public record under Iowa law. The parties acknowledge that this Settlement Agreement is subject to Executive order Number 85 and must be approved by the Executive Director of the Board of Regents and the head of the institution and be reviewed by the Attorney General or his designee. This Agreement is not effective until it has received all necessary review and approvals. This Agreement will be posted to the Board of Regents web page.

8. **Governing Law.** This Agreement is made and entered into in the State of Iowa and shall in all respects be interpreted, enforced, and governed under the laws of Iowa. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

9. **Severability.** Should any provision, sentence, term, or word of this Agreement other than the release and covenant not to sue be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and said illegal or invalid part, term, provision, sentence, or word shall be deemed not to be a part of this Agreement.

10. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Agreement.

11. **Voluntary Agreement.** The Estate represents and certifies that the Estate has carefully read and fully understands all of the provisions and effects of this Agreement, that it has thoroughly discussed all aspects of this Agreement with her attorney, that it is voluntarily entering into this Agreement, and that the Defendant has not made any representations concerning the terms or effects of this Agreement other than those contained in it.

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

Mary Bouillion 11/3/15
ON BEHALF OF PLAINTIFF:
By: *[Signature]*
THE ESTATE OF MARY BOUILLION
BY LISA BOUILLION-DIAZ, and
ANGELA BOUILLION, CO-EXECUTORS.

ON BEHALF OF THE DEFENDANT:
By: *[Signature]*
THE UNIVERSITY OF IOWA,
THE UNIVERSITY OF IOWA
HOSPITALS AND CLINICS

Date: 11/2/15

Governing Iowa's public universities and special schools

University of Iowa
Iowa State University
University of Northern Iowa
Iowa School for the Deaf
Iowa Braille and Sight Saving School
Lakeside Laboratory Regents Resource Center
Northwest Iowa Regents Resource Center
Quad-Cities Graduate Center
Southwest Iowa Regents Resource Center



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Robert Donley, Executive Director

Executive Order Number Eighty-Five Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: The Estate of Mary Bouillion, by Lisa Bouillion-Diaz, and Angela Bouillion, Co-Executors, United States District Court, So. Dist. of Iowa; Case No. 3:13-CV-00069

Institutional Staff: James. D. Jorgensen, Deputy General Counsel, University of Iowa

Office of the Attorney General

Reviewed by (Print Name): George A. Carroll, Assistant Attorney General

Reviewer's Signature: *George A. Carroll*

Date: 10/12/2015

Reviewed:

Redacted:

Institution: University of Iowa

Institutional Head's Printed Name: Jean E. Robillard, M.D.

Institutional Head's Signature: *Jean E. Robillard*

Date: _____

Approve:

Deny:

Board of Regents

Executive Director's Printed Name: Robert Donley

Executive Director's Signature: *Robert Donley*

Date: 10.16.15

Approve:

Deny: