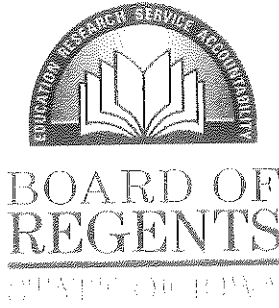


Governing Iowa's public universities and special schools

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



Michael J. Richards, MD, President, West Des Moines  
Sherry Bates, President Pro Tem, Scranton  
David R. Barker, PhD, Iowa City  
Nancy Boettger, Harlan  
Abby Crow, Tiffin  
Nancy Dunkel, Dyersville  
Jim Lindenmayer, PhD, Ottumwa  
JC Risewick, Johnston  
Greita Rouse, Emmetsburg  
Mark I. Braun, EdD, Executive Director

### Routing/Review Approval of Personnel Settlement Agreement

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

In the matter of: **Kristin Riley v. Univ. of Iowa Hospitals & Clinics, et al.**  
**LACV082811**

Institutional Staff: **Nike Fleming, Univ. of Iowa Hospitals & Clinics Deputy Counsel**

#### Office of the Attorney General

Reviewed by (Print Name): Stan Thompson, Deputy Attorney General

Reviewer's Signature: [Signature]

Date: 7/25/23

Reviewed:

Redacted:

Institution: University of Iowa Hospitals and Clinics

Institutional Head's Printed Name: Dr. Barbara J. Wilson, President, University of Iowa

Institutional Head's Signature: [Signature]

Date: July 25, 2023

Approve:

Deny:

#### Board of Regents

Executive Director's Printed Name: Mark Braun

Executive Director's Signature: [Signature]

Date: 7/25/2023

Approve:

Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made and entered into on the last date written below by and between Kristin Riley ("Riley" or "Plaintiff") and the University of Iowa Hospitals and Clinics ("UIHC" or "Defendant"), on behalf of itself and the Board of Regents ("Regents") (both of which are arms of the State of Iowa), the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives. (UIHC, the Regents, and the State of Iowa are collectively referred to herein as "the Released Parties", and all parties are collectively referred to herein as "the Parties").

### RECITALS

- A. Riley filed a lawsuit in the Iowa District Court for Johnson County (the "Court") captioned *Kristin Riley v. University of Iowa Hospitals and Clinics* (Case No. LACV082811) (the "Litigation");
- B. The Parties have a mutual interest in amicably resolving any and all disputes between them;
- C. The Parties have negotiated this Agreement in good faith to fully settle all differences between them, including, but not limited to, those differences embodied in the Litigation;
- D. The Parties acknowledge and agree that this Agreement does not constitute any admission of wrongdoing or any admission of violations of applicable law, rule, or policy by either Party; and
- E. The Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arms' length negotiation between the Parties.

### AGREEMENT

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

1. **Settlement Payment.** As consideration for the terms and conditions set forth in this Agreement, the Released Party agrees that the State of Iowa, on behalf of the Released Party, will pay Riley a total gross settlement amount of \$265,000.00 ("Settlement Amount"). The Settlement Amount is more fully described as follows:
  - (a) The State of Iowa, on behalf of the Released Party, shall pay to Riley a portion of the Settlement Amount in the amount of \$133,197.34, less required withholdings and deductions for applicable taxes, in settlement and compromise of Riley's claims for lost earnings from employment. The State of Iowa shall cause an IRS W-2 to be issued to Riley for this amount.
  - (b) The State of Iowa, on behalf of the Released Party, shall pay to Riley a portion of the Settlement Amount in the amount of \$99,516.34 in settlement and compromise of Riley's claims for non-wage compensatory damages, including claims for

emotional distress. This payment will not be subject to withholding of taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, non-earned wages) to be issued to Riley for this amount.

- (c) The State of Iowa, on behalf of the Released Party, shall pay to Dickey Campbell, & Sahag Law Firm, PLC, a portion of the Settlement Amount in the amount of \$32,286.32, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding of taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10/Gross Proceeds to Attorney) to be issued to Dickey, Campbell, & Sahag Law Firm, PLC, and Riley reporting this payment.

Riley acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as the Released Parties conceding the reasonableness of any attorney fees or costs and are not to be construed as an admission of liability or wrongdoing on the part of the Released Parties, and that the Released Parties expressly deny any such liability or wrongdoing. Any payment made under this Agreement is subject to Iowa Code § 8A.504.

2. **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, Riley agrees to be solely responsible for, and to timely pay, any and all such obligations. Riley shall hold the Released Parties harmless and indemnify the Released Parties from any such tax liability, interest, and penalties assessed against them due to Riley's failure to timely pay any tax liability, interest, or penalties relating to the payments made pursuant to this Agreement.

3. **Stipulation for Dismissal.** Within five (5) business days of receipt of the Settlement Payment outlined in paragraph 1, Riley shall file with the Court a Dismissal with Prejudice for all of Riley's claims against Defendant in this Litigation and shall file the Dismissal with the Court and without further cost to any party. If the Court does not grant the motion to dismiss with prejudice, this Agreement will have no effect.

4. **Full and Comprehensive Release.** In consideration of the Settlement Payment by the Released Parties to Riley as set forth in paragraph 1, the sufficiency of which the Parties acknowledge, Riley hereby irrevocably and unconditionally releases, remises, and forever discharges the Released Parties and their agents, directors, officers, employees, representatives, attorneys, divisions, subsidiaries, affiliates (and agents, directors, officers, employees, representatives and attorneys of such divisions, subsidiaries and affiliates), and their 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 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 Released Parties, or any of their directors, officers, agents, employees or representatives, arising from or related to Riley's relationship with the Released Parties (and compensation and benefits related thereto) 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 the Released Parties of any

federal, state or local statutes, ordinances or common laws, including but not limited to, the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.); the Equal Pay Act (29 U.S.C. § 206(d)); the Iowa Civil Rights Act (Iowa Code Chapter 216); Iowa's Wage Payment Collection Law (Iowa Code Chapter 91A); the Iowa Tort Claims Act (Iowa Code Chapter 669), and any claims in violation of the common law or public policy of this state. Riley acknowledges this release includes all claims against employees of UIHC, the Regents, and the State of Iowa, in their official and individual capacities. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Riley cannot waive and any claims to enforce the terms of this Agreement.

5. **Covenant Not to Sue.** In further consideration of the Settlement Payment to Riley as set forth in paragraph 1, the sufficiency of which the Parties acknowledge, Riley agrees, promises, and covenants that neither she, nor any person, organization or any other entity acting on her behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Released Parties, including their respective affiliates, successors officers, directors, employees, agents, current or former students, and representatives, whether in their individual capacity or official capacity, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.

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

7. **Disclosure.** The Parties agree that this Agreement is a public record under Iowa law. The Parties acknowledge that this Settlement Agreement is subject to Iowa Code § 22.13A 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 her designee. Furthermore, the Parties acknowledge that the Settlement Payment must be approved by the State Appeal Board. 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. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission of liability by UIHC, the Regents, and the State of Iowa, as the Released

Parties, that they engaged in any acts of discrimination, harassment, and/or retaliation against Riley, or that they breached the fellowship contract with Riley, or that they violated any other federal, state, or local law.

11. **Representation by Riley.** Riley hereby represents and warrants that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; and (e) does not know of any other person who holds any rights to sue for the causes of action or the claims subject to the releases made hereunder. Riley further agrees to indemnify and hold harmless 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 damage (including attorneys' fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against the Released Parties, alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.

12. **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.

13. **Voluntary Agreement.** Riley represents and certifies that she has carefully read and fully understands the provisions and effects of this Agreement, that she has thoroughly discussed all aspects of this Agreement with her attorney, that she is voluntarily entering into this Agreement, and that the Released Party has not made any representations concerning the terms or effects of this Agreement other than those contained in it. Riley further acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Riley understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. Riley also acknowledges that she understands that she has up to seven (7) calendar days following the date she signs this Agreement to revoke her acceptance. The Agreement waives no rights or claims that may arise after its execution.

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


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

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

ON BEHALF OF PLAINTIFF:

ON BEHALF OF DEFENDANT:

By: \_\_\_\_\_  
Kristin Riley

DocuSigned by:  
By:   
3F0602D7D98CE496  
Kimberly D. Hunter  
Interim Chief Executive Officer  
University of Iowa Hospitals and  
Clinics

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

Date: 7/25/2023  
\_\_\_\_\_

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

ON BEHALF OF PLAINTIFF:

By: Kristin Riley  
Kristin Riley

ON BEHALF OF DEFENDANT:

By: \_\_\_\_\_  
Kimberly D. Hunter  
Interim Chief Executive Officer  
University of Iowa Hospitals and  
Clinics

Date: 7/25/23

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