

**Governing Iowa's public universities and special schools**

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



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

Mark J. Braun, Executive Director

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

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

In the matter of: Courtney Mace Davis v. University of Iowa Hosp. & Clinics, et al.  
LACV081955

Institutional Staff: Kyle Fogt, University of Iowa Hosp. & Clinics Deputy Counsel

**Office of the Attorney General**

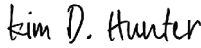
Reviewed by (Print Name): Stan Thompson

Reviewer's Signature:  Stan Thompson  
2023.01.23 14:24:39  
06'00'

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

Institution: University of Iowa Hospitals and Clinics

Institutional Head's Printed Name: Kimberly Hunter

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

Date: 1/23/2023   
DocuSigned by:   
Kim D. Hunter   
9F6662D7D90E496...   
Approve:  Deny:

**Board of Regents**

Executive Director's Printed Name: Mark Braun

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

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

**Governing Iowa's public universities and special schools**

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



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*  
Greta Rouse, *Emmetsburg*

Mark J. 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: Courtney Mace Davis v. University of Iowa Hosp. & Clinics, et al.  
LACV081955

Institutional Staff: Kyle Fogt, University of Iowa Hosp. & Clinics Deputy Counsel

**Office of the Attorney General**

Reviewed by (Print Name): Stan Thompson

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

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

Institution: University of Iowa Hospitals and Clinics

Institutional Head's Printed Name: Kimberly Hunter

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

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

**Board of Regents**

Executive Director's Printed Name: Mark Braun DocuSigned by: \_\_\_\_\_

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

Date: 1/23/2023 Approve:  Deny:

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release (the "Agreement") is made and entered into on the last date written below by and between Courtney Mace Davis ("Mace Davis") and the University of Iowa Hospitals and Clinics ("UIHC"), on behalf of itself and the Iowa 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 collectively referred to herein as "the Released Parties", and all parties collectively referred to herein as "the Parties").

### RECITALS

- A. Mace Davis filed a lawsuit in the Iowa District Court for Johnson County (the "Court") captioned *Courtney Mace Davis v. University of Iowa Hospitals and Clinics, and Iowa Board of Regents*, (Case No. LACL082429) (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 difference 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 Parties agree that the State of Iowa, on behalf of the Released Parties, will pay Mace Davis a total gross settlement amount of \$312,500 ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa, on behalf of the Released Parties, shall pay to Mace Davis a portion of the Settlement Amount in the amount of \$94,452.80, less required withholdings and deductions for applicable taxes, in settlement and compromise of Mace Davis's claims for lost earnings from employment. The State of Iowa shall cause an IRS W-2 to be issued to Mace Davis for this amount.

- (b) The State of Iowa, on behalf of the Released Parties, shall pay to Mace Davis a portion of the Settlement Amount in the amount of \$85,000.00 in settlement and compromise of Mace Davis's claims for non-wage compensatory damages, including claims for emotional distress. This payment will not be subject to withholding taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 3, non-earned wages) to be issued to Mace Davis for this amount.
- (c) The State of Iowa, on behalf of the Released Parties, shall pay to Newkirk Zwagerman, P.L.C., a portion of the Settlement Amount in the amount of \$133,047.20, for payment of attorney fees and litigation expenses. This payment will not be subject to withholding taxes at the time it is tendered. The State of Iowa shall cause an IRS Form 1099-MISC (checking Box 10/Gross Proceeds to Attorney) to be issued to Newkirk Zwagerman, P.L.C., and Mace Davis reporting this payment.

Mace Davis acknowledges that these payments are in compromise of a dispute and that such payments are not to be construed as any of 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 any 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, Mace Davis agrees to be solely responsible for, and to timely pay, any and all such obligations. Mace Davis shall hold the Released Parties harmless and indemnify them from any such tax liability, interest, and penalties assessed against them due to Mace Davis's failure to timely pay any tax liability, interest, or penalties relating to the payments made pursuant to this Agreement.

3. **Neutral Reference.** As further consideration for the terms and conditions set forth in this Agreement, the Released Parties agree that for reference inquiries directed to UIHC, UIHC shall provide a neutral reference regarding Mace Davis's employment, by providing her job titles, dates of employment, and base pay. Additionally, UIHC agrees to allow Mace Davis to provide a brief written response to her termination letter, which shall not exceed two (2) pages and will be included in her personnel records and provided in response to any public records requests received by UIHC regarding the termination of Mace Davis's employment, pursuant to Iowa Code Chapter 22.

4. **Stipulation for Dismissal.** Within five (5) business days of receipt of the Settlement Payment outlined in paragraph 1, Mace Davis shall file with the Court a Dismissal with Prejudice for all of Mace Davis's claims against Defendants in the 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.

5. **Full and Comprehensive Release.** In consideration of the payment by the Released Parties to Mace Davis as set forth in paragraph 1 and the condition as set forth in paragraph 3, the sufficiency of which the Parties acknowledge, Mace Davis 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 Mace Davis'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); and any claims in violation of the common law or public policy of this state. Mace Davis 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 Mace Davis cannot waive and any claims to enforce the terms of this Agreement.

6. **Covenant Not to Sue.** In consideration of the Settlement Payment to Mace Davis as set forth in paragraph 1 and the condition as set forth in paragraph 3, the sufficiency of which the Parties acknowledge, Mace Davis 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.

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

8. **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. 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.

9. **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.

10. **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.

11. **No Admission of Liability.** This Agreement is not, and shall not in any way be construed as, an admission by either of the Released Parties that it engaged in any acts of discrimination, harassment, and/or retaliation against Plaintiff or that it violated any federal, state or local law.

12. **Representation by Mace Davis.** Mace Davis 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. Mace Davis 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 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.

13. **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.

14. **Voluntary Agreement.** Mace Davis represents and certifies that she has carefully read and fully understands all of 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 Parties have not made any representations concerning the terms or effects of this Agreement other than those contained in it. Mace Davis further acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Mace Davis understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. Mace Davis 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.

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

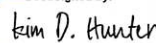
PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT 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, Mace Davis and the University of Iowa Hospitals and Clinics on its own behalf and the behalf of the Board of Regents, the State of Iowa, have executed the foregoing Settlement Agreement and Release.

ON BEHALF OF PLAINTIFF:

By:   
Courtney Mace Davis (Jan 23, 2023 13:15 CST)  
COURTNEY MACE DAVIS

ON BEHALF OF DEFENDANTS:

By:   
DocuSigned by:  
9E5682D7D90E498  
Interim CEO Kim Hunter  
THE UNIVERSITY OF IOWA  
HOSPITALS AND CLINICS, IOWA  
BOARD OF REGENTS

Date: Jan 23, 2023

Date: 1/23/2023