

**SETTLEMENT AGREEMENT AND  
GENERAL RELEASE**

This Settlement Agreement and General Release (the "Agreement") is made by and between Tracey Griesbaum (and the State of Iowa, The Board of Regents, State of Iowa, and The University of Iowa (referred to as "Defendants")).

RECITALS:

- A. Tracey Griesbaum filed a lawsuit captioned *Tracey Griesbaum v. The University of Iowa, et al.*, (Polk County Case Number 05771 LACL 134713), and EEOC Complaint Number 26A-2015-00664C (hereinafter collectively referred to as the "Litigation"); and
- B. Tracey Griesbaum and the Defendants 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 for the mutual promises and payment obligations contained in this Agreement, the Parties agree as follows:

1. Settlement Payment. Defendants agree that when counsel of record for Defendants receives the fully executed original of this Agreement and subject to paragraph 6 below, the Settlement Payment shall be allocated in the following manner:
  - A. Tracey Griesbaum. Defendants agree to pay Tracey Griesbaum by check in the amount of \$300,000 in wages, subject to all applicable withholdings. Defendants agree to pay Tracey Griesbaum by check in the amount of \$1,187,588.98 representing emotional distress damages.
  - B. Attorney Fees. Defendants agree to issue a check for attorneys' fees in the amount of \$1,062,411.02, payable to the Newkirk Zwagerman Law Firm.
  - C. The Settlement Payment is tendered in full, final, and complete settlement of all claims made in the Litigation, and for any legal action Tracey Griesbaum may have subsequently filed in connection with the

Litigation for damages, attorneys' fees, expenses, and/or costs that attorneys for Tracey Griesbaum may have incurred.

2. **Tax Liability.** Should any tax liability, interest, or penalties be imposed under federal or state law or regulations as a result of the payments made pursuant to this Agreement, Tracey Griesbaum agrees to be solely responsible for, and to timely pay, any and all such obligations.
3. **Stipulation for Dismissal.** Upon execution of this Agreement, Tracey Griesbaum shall execute a Stipulation for Dismissal with Prejudice for all of her claims against Defendants in the Litigation, and shall file the Dismissal(s) with the Court(s) and without further cost to any party.
4. **Full and Comprehensive Release.** In consideration for the payment by Defendants to Tracey Griesbaum as set forth in paragraph 1, Tracey Griesbaum hereby irrevocably and unconditionally releases, remises and forever discharges the Defendants and each of their respective 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, 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 any of the Defendants, or any of their directors, officers, agents, employees or representatives, arising from or related to Tracey Griesbaum's relationship with the Defendants (and compensation and benefits related thereto) or the end thereof and matters or allegations that are the subject matter of the Litigation, including, but not limited to, any claims arising from any alleged violation by Defendants 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. § 2000, *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 Wage Payment and Collection Law (Iowa Code

Chapter 91A); and any claims in violation of common law or public policy of this state. Tracey Griesbaum acknowledges this release includes all claims against employees of the University of Iowa and the State of Iowa in their official and individual capacities.

5. Extinguishment of All Claims, Known or Unknown. Tracey Griesbaum expressly acknowledges that this Agreement is intended to include all claims, whether known or unknown to her, that have arisen prior to or as of the execution of this Agreement by Tracey Griesbaum, and that this Agreement contemplates the extinguishment of any such claims, including but not limited to equitable relief.
6. Disclosure. Tracey Griesbaum and Defendants 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.5.a, 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.
7. 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.
8. 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.
9. No Admission of Liability. This Agreement is not, and shall not in any way be construed as an admission by the University of Iowa or any of the Defendants that it engaged in any acts of discrimination and/or retaliation against Plaintiff or that it violated any federal, state or local law.
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. Tracey Griesbaum 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 Defendants have 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.

PLAINTIFF:

Tracey Griesbaum  
Tracey Griesbaum

DEFENDANTS:

By: J. B. Hill  
The University of Iowa

ON BEHALF OF DEFENDANTS:

By: George A. Conn  
Board of Regents  
State of Iowa

Date: 5/18/17

Date: May 15, 2017

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



# BOARD OF REGENTS

## STATE OF IOWA

Michael J. Richards, MD, President, West Des Moines  
Patty Cowmie, President Pro Tem, Des Moines  
Sherry Bates, Scranton  
Nancy Boettger, Harlan  
Milt Dakovich, Waterloo  
Nancy Dunkel, Dyersville  
Rachael Johnson, Sioux City  
Larry McKibben, JD, Marshalltown  
Subhash Sahal, MD, Webster City

Robert Donley, 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 – Director of Human Resources.\*\*

In the matter of: Tracey Griesbaum v. The University of Iowa, et al.,  
(Polk County Case Number 05771 LACL 134713)

Institutional Staff:

#### Office of the Attorney General

Reviewed by (Print Name): Jeffrey Thompson  
Reviewer's Signature: [Signature]  
Date: 5/17/17 Reviewed:  Redacted:

Institution: The University of Iowa  
Institutional Head's Printed Name: President J. Bruce Harrel  
Institutional Head's Signature: [Signature]  
Date: 5/17/17 Approve:  Deny:

#### Board of Regents

Executive Director's Printed Name: Robert Donley  
Executive Director's Signature: [Signature]  
Date: 5/18/17 Approve:  Deny: