

SETTLEMENT AGREEMENT AND RECEIPT AND RELEASE

STATE OF LOUISIANA

PAISH OF EAST BATON ROUGE

This Settlement Agreement is entered into by and among [REDACTED] (sometimes referred to as "Appearer"), the State of Louisiana, Office of the Governor (sometimes referred to as "State" and "released party" or "released parties"), and Johnny Anderson (sometimes referred to as "Anderson" and "released party" or released parties"), who state:

In November 2017, Appearer reported to State that she had been subjected to unwelcome behavior by Anderson in connection with their employment with State. Subsequently, Appearer filed an EEOC Charge in which she also made such claims. Anderson has denied that he has engaged in the conduct alleged by Appearer. The parties have concluded that in order to avoid the cost and uncertainty of litigation of their differences, they wish to and do mutually settle fully and finally any and all claims which the parties have asserted or could have asserted against and/or among each other arising out of Appearer's and/or Anderson's employment with State; Appearer's and/or Anderson's departure from employment with State; Appearer's and/or Anderson's interactions with each other and/or other individuals employed by State; and any and all other claims or disputes known or unknown that exist, existed, or may exist between and among Appearer, State, and Anderson as of the date of this release. Therefore, in consideration of the mutual promises contained in this agreement, the parties agree to amicable resolution of their disputes on the following terms and conditions:

Appearer agrees and acknowledges that:

- 1) The total sum of EIGHTY FIVE THOUSAND AND NO/100 (\$85,000.00) DOLLARS will be paid to her or on her behalf and distributed as follows:
 - A. The sum of FIFTY ONE THOUSAND AND NO/100 (\$51,000.00) DOLLARS will be paid to Appearer in settlement of Appearer's claims against released parties.
 - B. The sum of THIRTY FOUR THOUSAND AND NO/100 (\$34,000.00) DOLLARS will be paid to Jill Craft, counsel for Appearer in settlement of Appearer's and/or counsel's claims for attorney fees.
- 2) That said payment has been made in full settlement, satisfaction, compromise, of any and all claims and causes of action for personal injury, emotional and psychological harm, mental anguish, back pay, front pay, medical expenses, doctor's bills, lost wages, lost benefits, compensatory, liquidated, and punitive damages, attorney's fees, and cost or damages of any kind which Appearer may have arising out of her employment and/or departure from employment with State and/or her interactions with Anderson, whether such claims arise under federal, state or other provision of law and/or any other theory which Appearer has, had, or may have against State and/or Anderson, their heirs, successors, assigns, insurers,

transferees, officers, employees, representatives, agents, subsidiaries, successors, predecessors, members and any and all persons, firms, or corporations or others liable with them growing out of or in any way arising from or in any way related to her employment and/or departure from employment with State and/or her interactions with Anderson. Specifically, and without limiting the generality of the foregoing, this release covers any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, as amended; the Civil Rights Act of 1870, the Family and Medical Leave Act (FMLA) 29 U.S.C. §2611 *et seq.*; the Civil Rights Act of 1991; the Age Discrimination in Employment Act (ADEA) 29 U.S.C. 623, *et seq.*; the Employee Retirement Income Security Act of 1974 (ERISA), as amended and revised, 29 U.S.C. §1001, *et seq.*; and any other provision whether by statute, contract or otherwise; Louisiana tort laws, including without limitation Louisiana Civil Code Articles 2315, 2316, 2317, and 2320; Louisiana pay statutes, La.R.S. 23:631, *et seq.* (including without limitation any claims for penalties and/or attorney's fees under La. R.S. 23:632); the Louisiana Anti-Discrimination laws, including without limitation La. R.S. 23:301, *et seq.*, La. R.S. 51:2231, *et seq.*, and any amendments thereto; the Louisiana anti-reprisal statute, including without limitation La. R.S. 23:967; the Workers' Compensation Statute, La. R.S. 23:1361; and any other provision, whether by statute, contract or otherwise.

- 3) That by entering into this agreement, she is waiving, releasing, and/or settling any and all claims which she may have under the provisions of the Age Discrimination in Employment Act (ADEA 29 U.S.C. 623, *et seq.*), for age discrimination, retaliation, punitive or liquidated damages, compensatory damages, or attorney's fees, as well as her right to receive any damages under these provisions. Appearer represents and warrants that she, (A) has been given twenty-one (21) days to consider this Agreement, (B) has been advised that, should she elect to execute this Agreement sooner than twenty-one (21) days after receiving it, Appearer specifically and voluntarily waives the right to claim that she has not been allowed by State and/or Anderson or by any other circumstances to consider this Agreement for a full twenty-one (21) days, (C) has read this Agreement, (D) understands all the terms and conditions hereof, (E) is not incompetent or had a guardian, curator, conservator or trustee appointed for Appearer, (F) has entered into this Agreement of Appearer's own free will and volition, (G) has duly executed and delivered this Agreement, (H) understands that Appearer is responsible for Appearer's own costs, (I) has had the opportunity to review this Agreement with counsel, (J) understands that Appearer has been given an opportunity to review this Agreement before signing the Agreement, and (K) understands this Agreement is valid, binding, and enforceable against the parties hereto in accordance with its terms. Appearer has been and is hereby advised to consult an attorney and any other advisor of Appearer's choice prior to signing this Agreement. **THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE EIGHTH (8TH) DAY FOLLOWING THE DATE APPEARER SIGNS THIS AGREEMENT ("EFFECTIVE DATE"). APPEARER MAY REVOKE THIS AGREEMENT PURSUANT TO THE TERMS HEREOF AT ANY TIME DURING THE SEVEN (7) DAY PERIOD IMMEDIATELY FOLLOWING THE DATE OF APPEARER'S SIGNATURE BELOW BY DELIVERING WRITTEN NOTICE OF APPEARER'S REVOCATION TO STATE**

AND/OR ANDERSON. IN THE EVENT OF SUCH REVOCATION, APPEARER SHALL NOT RECEIVE AND SHALL NOT BE ENTITLED TO RECEIVE THE CONSIDERATION DESCRIBED IN THIS AGREEMENT.

- 4) She has not relied on any statements or representations by the Released Parties or their attorneys with respect to the tax treatment of the payments described in this agreement and that she is solely responsible for any tax payments that may be required under the law. If any taxing body determines that additional amounts should have been withheld from the payments provided in this agreement, Appearer acknowledges and assumes all responsibility for the payment of all such taxes and agrees to indemnify and hold the Released Parties harmless, excluding attorney's fees and costs of defense, for the payment of any such taxes, the failure to withhold, and any interest or penalties.
- 5) Appearer specifically agrees that she will dismiss and/or instruct the EEOC to dismiss her Charge No. 462-2018-01084 and will provide the parties herein released with notice that the Charge of Discrimination has been dismissed. Appearer further specifically agrees that she will not bring or file any additional proceedings against Anderson, State and/or the parties herein released with any state or federal agency, panel or court and further, will not accept any compensation or relief of any kind or nature as a result of the EEOC or any other federal or state agency or entity pursuing relief on her behalf. Further, Appearer affirmatively states that neither she nor anyone acting on her behalf has filed, or is a party to, any pending claim or proceeding and/or agrees to dismiss any such proceedings.
- 6) That this is a settlement of disputed claims for which Appearer and the Released Parties have not admitted liability, and that the Released Parties have entered into this compromise solely for the purpose of putting an end to the dispute by, between, and among them. Appearer further declares that this release contains the entire agreement between herself and the Released Parties and that the terms of this release are contractual and not a mere recital.
- 7) The Released Parties expressly deny any liability or wrongdoing of any kind associated with Appearer's claims. Appearer and the Released Parties contend that they have complied with applicable federal and state laws at all times. It is understood that the Agreement is being entered into by Appearer and the Released Parties solely for the purpose of avoiding the costs and disruption of ongoing litigation. Nothing in the agreement may be construed or deemed an admission of any liability, culpability, negligence or wrongdoing and the agreement, including each of its provisions and its execution, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any legal proceeding for any purpose, except where necessary to approve, interpret or enforce the agreement.

Anderson does hereby acknowledge and agree:

- 1) That in consideration of the payment made to Appearer, Anderson does hereby knowingly and voluntarily agree to irrevocably and unconditionally release any and all claims or causes of action of any kind or sort which he may have against Appearer and/or State for personal

injury, emotional and psychological harm, mental anguish, back pay, front pay, medical expenses, doctor's bills, lost wages, lost benefits, compensatory, liquidated, and punitive damages, attorney's fees, and cost or damages of any kind which Anderson may have arising out of his employment and/or departure from employment with State and/or his interactions with Appearer, whether such claims arise under federal, state or other provision of law and/or any other theory which Anderson has, had, or may have against State and/or Appearer, their heirs, successors, assigns, transferees, officers, employees, representatives, agents, subsidiaries, successors, predecessors, members and any and all persons, firms, or corporations or others liable with them growing out of or in any way arising from or in any way related to his employment and/or departure from employment with State and/or his interactions with Appearer. Specifically, and without limiting the generality of the foregoing, this release covers any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, as amended; the Civil Rights Act of 1870, the Family and Medical Leave Act (FMLA) 29 U.S.C. §2611 *et seq.*; the Civil Rights Act of 1991; the Age Discrimination in Employment Act (ADEA) 29 U.S.C. 623, *et seq.*; the Employee Retirement Income Security Act of 1974 (ERISA), as amended and revised, 29 U.S.C. §1001, *et seq.*; and any other provision whether by statute, contract or otherwise; Louisiana tort laws, including without limitation Louisiana Civil Code Articles 2315, 2316, 2317, and 2320; Louisiana pay statutes, La.R.S. 23:631, *et seq.* (including without limitation any claims for penalties and/or attorney's fees under La. R.S. 23:632); the Louisiana Anti-Discrimination laws, including without limitation La. R.S. 23:301, *et seq.*, La. R.S. 51:2231, *et seq.*, and any amendments thereto; the Louisiana anti-reprisal statute, including without limitation La. R.S. 23:967; the Workers' Compensation Statute, La. R.S. 23:1361; and any other provision, whether by statute, contract or otherwise.

- 2) That he has denied and continues to deny all of Appearer's allegations and maintains that at all times his interactions with Appearer did not violate any sexual harassment laws or any other applicable law. He is entering into this agreement for the sole purpose of avoiding any future cost and disruptions arising out of Appearer's complaints and is doing so willingly even though he contends that there is no evidence that Louisiana sexual harassment laws or any other applicable laws have been violated.
- 3) He further specifically agrees that he will not bring or file any proceedings against Appearer, State and/or the parties herein released with any state or federal agency, panel, or court and further, will not accept any compensation or relief of any kind or nature as a result of the EEOC or any other federal or state agency or entity pursuing relief on his behalf. Further, he affirmatively states that neither he nor anyone acting on his behalf has filed, or is a party to, any pending claim or proceeding and/or agrees to dismiss any such proceedings.
- 4) That this is a settlement of disputed claims for which the Released Parties have not admitted liability, and that the Released Parties have entered into this compromise solely for the purpose of putting an end to the dispute by, between, and among them. Anderson further declares that this release contains the entire agreement between himself and the Released Parties and that the terms of this release are contractual and not a mere recital.

State does hereby acknowledge and agree:

- 1) Agree that requests by prospective employers for information related to Appearer and/or Anderson will be referred to Cheryl Schilling, Human Resources Director, Division of Administration, her successor, assign or her designee who will provide Appearer and/or Anderson's dates of employment, position held, and compensation only.
- 2) State, or any related or associated entity, agent, secretary, deputy, officer; director or employee (former, current or otherwise), on its own or on the behalf of any other does hereby irrevocably and unconditionally release, acquit, and forever discharge and covenant not to sue Appearer, Anderson, their respective descendants, dependents, heirs, executors, administrators, successors and assigns, agents, employees, representatives, consultants, attorneys, insurance carriers, with respect to any claim, right, demand, charge, complaint, action, cause of action, obligation, liability or reimbursement of any and every kind based on any federal, state, or local law, statute, or regulation or obligation, which arose prior to the execution of this Agreement, related to any claims which were raised, or which could have been raised by Appearer, Anderson or the State or any State agency, department, related or associated entity, agent, secretary, deputy, officer, director or employee (former, current or otherwise) asserted against and/or rising out of Appearer's and/or Anderson's employment with State; Appearer's and/or Anderson's departure from employment with State; Appearer's and/or Anderson's interactions with each other and/or other individuals employed by State (former, current or otherwise); and any and all other claims or disputes known or unknown that exist, existed, or may exist between and among Appearer, State, and Anderson. The released claims do not include any claims that, as a matter of applicable law, are not waiveable.
- 3) Anderson expressly denies any liability or wrongdoing of any kind associated with Appearer's claims. Anderson contends that he has complied with applicable federal and state laws at all times. It is understood that the Agreement is being entered into by the parties solely for the purpose of avoiding the costs and disruption of ongoing litigation. Nothing in the Agreement may be construed or deemed an admission of any liability, culpability, negligence or wrongdoing and the Agreement, including each of its provisions and its execution, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any legal proceeding for any purpose, except where necessary to approve, interpret or enforce the Agreement.

All parties acknowledge and agree:

- 1) Appearer, State, and Anderson agree that each party hereto shall be responsible for its, his/her respective costs and expenses.
- 2) Additionally, Appearer and State agree that the tax consequences of any of this settlement will be the responsibility of Appearer and that any tax liability for the settlement shall not be the responsibility of State.

- 3) That this is a settlement of disputed claims for which the parties have not admitted liability, and that the parties have entered into this compromise solely for the purpose of putting an end to the dispute by, between, and among them. The parties further declare that this release contains the entire agreement between them and the Released Parties and that the terms of this release are contractual and not a mere recital.
- 4) Appearer, State and Anderson agree that they will not make disparaging remarks or statements orally or in writing concerning each other and/or the released parties.
- 5) This Agreement constitutes a single, integrated, written contract, expressing the entire agreement between the Parties. It supersedes all prior agreements between the Parties. The Parties represent and warrant that they are not relying on any promises or representations that do not appear written herein. The Parties further understand and agree that this Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

THUS DONE, SIGNED AND PASSED, this 27 day of March, 2018.

WITNESSES:

W. Brett Conrad
 Print Name: W. Brett Conrad



Print Name: _____

[Signature]
 Notary Public
 #20922
 Print Name - Notary/Bar Roll No.

WITNESSES:

Margaret Maher
 Print Name: Margaret Maher

[Signature]
 Johnny Anderson

Amanda Hamilton
 Print Name: AMANDA HAMILTON

[Signature]
 Notary Public
 Victor McCrochet 4614
 Print Name - Notary/Bar Roll No.

WITNESSES:

Erin Monroe Wesley
Print Name Erin Monroe Wesley
Lauren M. Leist
Print Name: Lauren M. Leist

THE STATE OF LOUISIANA,
OFFICE OF THE GOVERNOR

By: [Signature]
Print Name Matthews Block
28 March 2018

[Signature]
Notary Public
Tina Vanichchagorn La Bar # 30103
Print Name - Notary/Bar Roll No.
My commission expires
upon death

