



STATE OF ARKANSAS
**Department of Finance
and Administration**

EXHIBIT C

OFFICE OF THE SECRETARY
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November 13, 2019

Ms. Maryna O. Jackson
Assistant Attorney General
323 Center Street – Suite 200
Little Rock, Arkansas 72201

Re: Proposed Settlement of Alicia Christopher v. Arkansas Department of Human Services; Case No. 4:18-CV-429JM

Ms. Jackson:

I am in receipt of your November 12, 2019 letter request to settle the above-referenced civil matter filed by Christopher Alicia in the United States District Court for the Eastern District of Arkansas. Pursuant to the proposed settlement, the Arkansas Department of Human Services (“DHS”) has agreed to settle the above civil action upon the following terms:

- (1) Reinstate Ms. Christopher as an employee at-will at DHS’ Childcare and Childhood Education Division with the same pay grade and salary as the pay grade and salary was upon her termination; and
- (2) \$10,000 will be paid in attorney compensation to the Porter Law Firm, to be reported on a 1099.

Arkansas Code Annotated § 19-4-1614(c) (Repl. 2016) provides as follows:

(c) When notified that a state employee has filed suit or is in any other manner claiming redress under the provisions of [Title VII of the federal Civil Rights Act of 1964, as amended, or the federal Civil Rights Act of 1866, or the federal Civil Rights Act of 1871, or the Fourteenth Amendment to the United States Constitution], the Chief Fiscal Officer of the State may investigate the circumstances surrounding the claim. If, based on the evidence and facts found during the investigation, the Chief Fiscal Officer of the State determines or has reason to believe that the court would sustain the employee’s claim and find for the employee and in so doing award wages or salaries in addition to those paid or due for the employee’s personal service rendered, then the Chief Fiscal Officer of the State shall, with the advice of the Legislative Council or the Joint Budget Committee, authorize payment of the additional wages or salaries as provided in subsection (a) of this section.

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Based upon my review of your settlement agreement as required under Ark. Code. Ann. § 19-4-1614(c), your agency has my consent to request approval from the Legislative Council or the Joint Budget Committee your proposed settlement with the above-referenced party.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Larry W. Walther, Secretary
Department of Finance and Administration

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, an action is pending in the United States District Court for the Eastern District of Arkansas, styled *Alicia Christopher v. Arkansas Department of Human Services*, Case No. 4:18-CV-00429 JM (hereinafter referred to as the “Action”), and

WHEREAS, the defendant in the Action, Arkansas Department Of Human Services (hereinafter referred to as “defendant” unless the context requires otherwise) deny that it, or any officer, employee, or agent, have engaged in any wrongful, tortious or unlawful conduct of any kind, and

WHEREAS, the plaintiff in this action Alicia Christopher (hereinafter referred to as “plaintiff” unless the context requires otherwise) and the defendant desire to compromise and settle the Action to avoid the costs and uncertainties of continued litigation;

NOW, THEREFORE, the plaintiff and the defendant agree to the following terms as full and final satisfaction of any and all claims, including any and all claims for costs and attorneys’ fees, which were raised by plaintiff in the Action or could have been raised by plaintiff in the Action.

1. ACTION TO BE TAKEN BY DEFENDANT. Following entry of an Order dismissing the Action with prejudice, the defendant will:

1) reinstate plaintiff as an employee at-will at the Arkansas Department of Human Services’s Childcare and Childhood Education Division with the same pay grade and salary as the pay grade and salary was upon her termination, and

2) pay a total of \$10,000 (Ten Thousand Dollars and 00 cents) as attorney fees and costs payable to plaintiff’s undersigned attorney from which no withholdings shall be made as a 1099 will be issued.

2. ACTION TO BE TAKEN BY PLAINTIFF. The plaintiff, following final approval as required by paragraph 12, will move to dismiss the Action with prejudice.

3. COMPLETE RELEASE AND WAIVER. The plaintiff waive, release, relinquish and forever discharge the defendant from all claims, liens, or causes of action, known or unknown, arising out of her employment with the Arkansas Department of Human Services and the termination of her employment for damages, attorneys' fees, costs or recovery of any type against the defendant including any officers, officials, employees and agents of any defendant, in their official and individual capacities.

4. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties. The plaintiff and defendant have not relied upon any promise or statement, oral or written, that is not set forth in this Agreement.

5. MODIFICATION. The plaintiff and defendant agree that this Agreement may not be modified, amended, or altered except by a written agreement executed by all parties.

6. VOLUNTARY AGREEMENT. The plaintiff and defendant acknowledge that each has read this Agreement, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning and effect of this Agreement, and that each has signed this Agreement voluntarily and without duress.

7. NO RESCISSION FOR MISTAKE. The plaintiff and defendant acknowledge that each has had the opportunity to investigate the facts and law relating to the claims raised in the Action and any additionally waived and released claims to the extent each deems necessary and appropriate. The plaintiff and defendant assume the risk of any mistake of fact or law and agree that any mistake of fact or law shall not be grounds for rescission or modification of any part of this Agreement.

8. ACKNOWLEDGEMENT. Plaintiff and defendant acknowledge that this document was agreed upon by both sides; the terms of which will not be construed against either side as the drafter.

9. NO ADMISSION OF LIABILITY. The plaintiff and defendant acknowledge that this Agreement is a compromise and is not an admission of liability or wrongdoing on the part of the defendant, or any officer, employee or official of any defendant. Plaintiff agree that the Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.

10. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the plaintiff and defendant and each of their respective heirs, descendants, successors and assigns.

12. EFFECTIVE DATE. This Agreement shall not become effective until approved by the Director of the Department of Finance & Administration, and review by such Legislative Committee as may be required. Any sums to be paid by the defendant under this agreement shall be tendered within thirty (30) days of the final approval or review.

13. EXECUTION. The persons executing this document assert that they are authorized to do so by the party or parties on whose behalf they purport to act.

14. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts taken together, will have binding effect.

PLAINTIFF:

By:

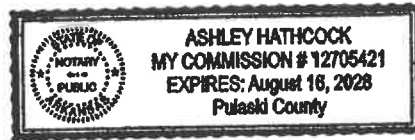

Alicia Christopher

STATE OF ARKANSAS)
COUNTY OF Pulaski)

Subscribed and sworn to before me, a Notary Public, on this 8th day of November 2019.

Ashley Hathcock
Notary Public

My Commission Expires:
August 16, 2028
(seal)



DEFENDANT:

By: _____

Title: _____

Date: _____

STATE OF ARKANSAS)
)
COUNTY OF PULASKI)

Subscribed and sworn to before me, a Notary Public, on this 6th day of November, 2019.

Kitten L. Dixon
Notary Public

My Commission Expires:

9/25/2022

(seal)



DEFENDANT:

By: Jerald Sharum

Title: Director, Division of Provider Services and Quality Assurance

Date: November 6, 2019