

From: Clark, Charity <Charity.Clark@vermont.gov>
Sent: Tuesday, March 23, 2021 12:02 PM
To: Derek Brouwer <derek@sevendaysvt.com>
Cc: Jandl, Lauren <Lauren.Jandl@vermont.gov>
Subject: RE: Williams v Vermont settlement

Hi, Derek,

Please find attached the settlement agreement you requested.

Best,
Charity

SETTLEMENT AGREEMENT AND GENERAL RELEASES

This Settlement Agreement and General Releases ("Agreement") is hereby made by and between SHANDA WILLIAMS ("MS. WILLIAMS") and the STATE OF VERMONT (the "parties") in the matter *Shanda Williams v. The State of Vermont*, U.S. District Court for Vermont, Civil Action No. 2:19 cv 178.

RECITALS

WHEREAS, MS. WILLIAMS was employed with the STATE OF VERMONT:

WHEREAS, MS. WILLIAMS has asserted various claims related to her employment with the STATE OF VERMONT and the termination thereof; and,

WHEREAS, MS. WILLIAMS and the STATE OF VERMONT desire to enter into this Agreement evidencing their mutual consent to resolve any and all claims MS. WILLIAMS may have against the STATE OF VERMONT arising out of or related to her employment with the STATE OF VERMONT and/or the termination thereof.

NOW THEREFORE, in consideration of the mutual covenants and promises as set forth herein, the parties hereby agree as follows:

1. **Consideration**: In consideration for, among other terms, the release of claims by MS. WILLIAMS as set forth in Paragraph 3, the STATE OF VERMONT agrees to pay MS. WILLIAMS two amounts totaling \$60,000.00 as follows by mailing two checks no later than two weeks from the date of the execution of this agreement for the payments specified to her legal counsel, John Franco, at 110 Main Street, Burlington, VT 05401:

- a. Twenty three thousand dollars (\$23,000.00) payable to John Franco.
- b. Thirty-seven thousand dollars (\$37,000.00), less applicable deductions, payable to MS. WILLIAMS.

- 1) Of this payment, \$24,000.00 shall be subject to all standard deductions and withholdings required for tax purposes, including Social Security and Medicare payroll taxes.
- 2) Of this payment, \$13,000.00 shall be paid relating to MS WILLIAMS' allegations that she experienced emotional distress. It shall be subject to federal and state income tax withholding, but shall not be subject to the 6.2% Social Security and 1.45% Medicare payroll tax withholding. It shall be reported on IRS Form 1099 Misc.

2. **Tax Reporting and Indemnification:** The STATE OF VERMONT will report the payments described in Paragraph 1.a to her legal counsel to federal and state taxing authorities on a Form 1099-MISC. The STATE OF VERMONT will report the payment described in Paragraph 1.b to MS. WILLIAMS and to federal and state taxing authorities on a Form W-2, except that the amounts relating to the alleged emotional distress damages in paragraph b. 2) shall also be on Form 1099- Misc. The allocation and characterization of these payments does not in any way affect MS. WILLIAMS' independent obligation and primary responsibility to determine and make proper judgments regarding the payment of taxes under applicable law. MS. WILLIAMS agrees to be responsible for the payment of any taxes, withholdings, interest, penalties, fines, and other liabilities or costs that may be assessed upon the settlement amounts specified above with respect to what MS. WILLIAMS owes for taxes and will indemnify and hold the STATE OF VERMONT harmless against the payment of any such taxes, penalties, interest, fines, and other liabilities or costs that may be assessed against the STATE OF VERMONT in connection with what MS. WILLIAMS should have paid for taxes.

3. **General Release by MS. WILLIAMS:** In consideration of the payments described in Paragraph 1 above, MS. WILLIAMS hereby fully, forever, irrevocably, and unconditionally releases, remises, and discharges the STATE OF VERMONT and its respective officers, directors, stockholders, affiliates, agents, and employees (each in their individual and

corporate capacities) (the “Released Parties”) from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, contracts, agreements, promises, damages, obligations, liabilities, and expenses (including attorneys’ fees and costs), of every kind and nature that MS. WILLIAMS ever had relating to her employment with the STATE at any time up to the date of execution of this document against the Released Parties, or any of them, including, but not limited to, all employment discrimination claims under the federal Civil Rights Act, the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq., as amended by the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Vermont Fair Employment Practices Act, 21 V.S.A § 495 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Vermont Parental and Family Medical Leave Act, 21 V.S.A. § 470 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., all as amended, and all claims arising out of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001 et seq., the Fair Labor Standards Act, all as amended, and all common law claims including, but not limited to, actions in tort, defamation, and breach of contract, and any other claim or damage arising out of or related to MS. WILLIAMS’ employment with the STATE OF VERMONT and the termination thereof under any common law theory or any federal, state, or local statute or ordinance not expressly referenced above and particularly, but without in any manner limiting the foregoing, on account of all issues and claims for relief which were or could have been asserted by Ms. Williams in the case captioned *Shanda Williams v. The State of Vermont*, U.S. District Court for Vermont, Civil Action No. 2:19cv178. However, Ms. Williams further understands that nothing in this Settlement Agreement and General Release prevents her from further filing, cooperating

with, or participating in any other proceeding before the EEOC, the federal or Vermont Department of Labor, or a state Fair Employment Practices Agency (except that he acknowledges that she will not be able to recover any monetary benefits in connection with any such claim, charge, or proceeding).

4. **General Release by the STATE OF VERMONT:** The STATE OF VERMONT and its officers, agents, and employees hereby fully, forever, irrevocable, and unconditionally release, remise, and discharge Ms. Williams (the "Released Party") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, contracts, agreements, promises, damages, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that the STATE OF VERMONT ever had at any time relating to her employment with the STATE up to the date of execution of this document against the Released Party, including, but not limited to, all employment discrimination claims under the federal Civil Rights Act, Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq., as amended by the Older Workers Benefit Protection Act of 1990, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the Vermont Fair Employment Practices Act, 21 V.S.A § 495 et seq., the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., the Vermont Parental and Family Medical Leave Act, 21 V.S.A. § 470 et seq., the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., all as amended, and all claims arising out of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., the Fair Labor Standards Act, all as amended, and all common law claims including, but not limited to, actions in tort, defamation, and breach of contract, and any other claim or damage arising out of or related to MS. WILLIAMS' employment with the STATE OF VERMONT and the termination

thereof under any common law theory or any federal, state, or local statute or ordinance not expressly referenced above and particularly, but without in any manner limiting the foregoing, on account of all issues and claims for relief which were or could have been asserted by Ms. Williams or the STATE OF VERMONT as claims or counterclaims, whether mandatory or permissive, in the above referenced case.

5. **No Admission of Liability:** The STATE OF VERMONT and the Released Parties, by execution of this instrument and payment of the consideration referred to herein, admit no liability or wrongdoing of any nature whatsoever with respect to MS. WILLIAMS and her employment by the STATE OF VERMONT or the termination thereof; and, by execution of this instrument, MS. WILLIAMS acknowledges that there is no admission of liability on behalf of the STATE OF VERMONT or any of the Released Parties. Likewise, MS. WILLIAMS, by execution of this instrument, admits no liability or wrongdoing of any nature whatsoever with respect to the STATE OF VERMONT and her employment by the STATE OF VERMONT or the termination thereof; and, by execution of this instrument, the STATE OF VERMONT acknowledges there is no admission of liability on behalf of the Released Party. The parties stipulate and agree that this instrument and all matters contemplated herein are a settlement and compromise executed and performed in connection with the settlement of disputed claims.

6. **Amendment:** This Agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This Agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors, and administrators.

7. **Waiver of Rights:** No delay or omission by the STATE OF VERMONT or MS. WILLIAMS in exercising any right under this agreement shall operate as a waiver of that or any other right. A waiver or consent given by the STATE OF VERMONT or MS. WILLIAMS on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

8. **Validity:** Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

9. **Voluntary Assent:** MS WILLIAMS affirms that no other promises or agreements of any kind have been made to or with her by any person or entity whatsoever to cause her to sign this agreement, and that he fully understands the meaning and intent of this Agreement. MS. WILLIAMS further states and represents that she has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs her name of her own free act.

10. **Acknowledgements:** MS. WILLIAMS acknowledges that she has been given at least twenty-one (21) days from receipt of this Agreement to consider it, that the STATE OF VERMONT has advised her to consult with an attorney of his choosing prior to signing this Agreement, that MS. WILLIAMS understands the provisions of this Agreement and the release of claims stated in it, and that he has been provided with consideration in exchange for entering into this Agreement. MS. WILLIAMS understands that modifications, whether material or immaterial, to this Agreement shall not extend the twenty-one day consideration period. MS. WILLIAMS further understands and acknowledges that she may revoke this Agreement for a

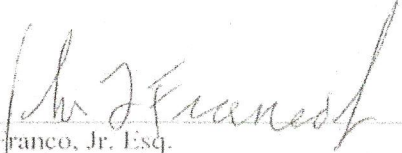
period of seven (7) days after she has signed this Agreement, and that this Agreement shall not be effective or enforceable until the expiration of this seven (7) day revocation period. Expiration of the revocation period is a condition precedent to MS. WILLIAMS' obligations under this Agreement. After the expiration of the revocation period, the parties agree to cooperate to file a joint stipulation of dismissal with prejudice pursuant to V.R.C.P. 41(a)(1)(ii) in the case captioned *Shanda Williams v. The State of Vermont*, U.S. District Court for Vermont Civil Action No. 2:19-cv-178.

11. **Applicable Law:** This Agreement shall be interpreted and construed under the laws of Vermont, without regard to conflict of laws provisions. The parties hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the State of Vermont, or if appropriate, a federal court located in Vermont (which courts, for purposes of this Agreement, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this Agreement or the subject matter hereof.

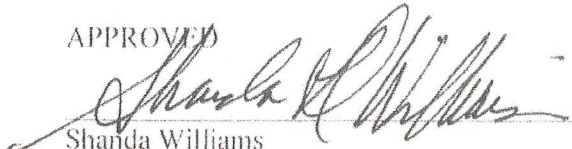
12. **Entire Agreement:** This Agreement contains and constitutes the entire understanding and agreement between the parties hereto with respect to the settlement of any claims by MS. WILLIAMS against the STATE OF VERMONT, and cancels any and all previous oral and written negotiations, agreements, commitments, and writings in connection therewith.

13. **Execution:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Approved as to form


John L. Franco, Jr. Esq.

1/11/21
Date

APPROVED

Shanda Williams

1/11/2021
Date

STATE OF VERMONT
By 
Duly Authorized

1-12-21
Date