

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (“Settlement Agreement”) is made effective as of April 5th, 2021 (the “Effective Date”), by and between Keren Lowell (“Ms. Lowell”) and the State of Alaska, Department of Education and Early Development, Alaska State Council on the Arts (collectively the “Parties”).

In consideration of the mutual promises set forth below, the Parties, intending to be legally bound, agree as follows:

1. *Settlement.* Ms. Lowell agrees that, in consideration of the State of Alaska’s agreement to pay the sum of \$85,000.00 (eighty-five thousand and 00/100 dollars), as set forth in this Settlement Agreement, Ms. Lowell will fully release all claims that she has or could have asserted against the State of Alaska, its officers, employees, agents, representatives, insurers, servants, successors in interest, and assigns (collectively “the Released Parties”) in full settlement, including costs and attorneys’ fees, of any and all claims arising from her employment with the Alaska State Council on the Arts and her separation from that employment. Payment of the settlement amount will be in accordance with the terms set forth in Paragraph 2 of this Settlement Agreement.

2. *Payment.* The settlement amount of \$85,000.00 (eighty-five thousand and 00/100 dollars) shall be paid and apportioned as follows: (1) a payment of wages in the amount of \$42,500.00 (forty-two thousand five-hundred and 00/100 dollars) to Keren Lowell, to be characterized for purposes of withholding and other taxes as compensation for back pay; and (2) a payment in the amount of \$42,500.00 (forty-two thousand five-

hundred and 00/100 dollars) to Keren Lowell to be characterized for the purposes of withholding as noneconomic damages. The settlement payments to Ms. Lowell will not be included in any calculations, now or in the future, toward eligibility for benefits under the Public Employees' Retirement System. The State of Alaska shall issue two checks in the above-amounts payable to Keren Lowell and delivered to Stephen Koteff at the ACLU of Alaska, 1057 West Fireweed Lane, Suite 207, Anchorage, AK, 99503, within forty-five days of legislative enactment of appropriation of settlement funds by the current Alaska Legislature in accordance with the terms set forth in Paragraph 4 of this Settlement Agreement.

3. *Tax consequences.* Ms. Lowell acknowledges that the Released Parties and their attorneys make no representations to her regarding the tax consequences of this settlement. The parties believe, however, that the settlement amount of \$42,500.00 (forty-two thousand five-hundred and 00/100 dollars) is appropriately characterized for purposes of withholding as payment for lost wages. Accordingly, the State of Alaska will report that amount, plus any associated SBS payment, on a form W-2 and withhold appropriate amounts, including income and employment taxes. The parties also believe that the remaining settlement amount of \$42,500.00 (forty-two thousand five-hundred and 00/100 dollars) is appropriately characterized as noneconomic damages and the State will report that amount on an IRS Form 1099 as payment to Ms. Lowell.

4. *All claims released.* Subject to payment of the settlement amount, Ms. Lowell releases and forever discharges the Released Parties from all claims, causes of actions, and demands for damages, costs, expenses or attorney's fees that she now has

or later may have on account of or arising out of any matter concerning her employment at the Alaska State Council on the Arts, including but not limited to claims for breach of contract, breach of the covenant of good faith and fair dealing, failure to hire, wrongful termination, and claims of retaliation, hostile work environment, sexual harassment, discrimination based on age, sex, race, color, national origin, marital status, parenthood, or disability, including all claims asserted or unasserted that could arise under Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967, as amended (the “ADEA”); the Americans with Disabilities Act of 1990 (“ADA”); the Employee Retirement Income Security Act of 1974, as amended; the Alaska Human Rights Act; the Alaska Whistleblower Act; the Rehabilitation Act of 1973, and any other federal, state, or local laws, rules or regulations, with all associated damages, punitive damages, and penalties.

The Released Parties represent that they will promptly seek appropriation of the aforementioned settlement amount by the current session of the Alaska Legislature after return to the Released Parties’ counsel of an executed copy of this Settlement and Release. However, such appropriation is subject to legislative discretion and is not and cannot be guaranteed by the Released Parties. If the Alaska Legislature declines to approve appropriation of the settlement amount during the current regular legislative session, this Settlement Agreement and Release of All Claims shall be null and void.

5. *Unknown losses.* Ms. Lowell acknowledges that injuries, losses, or damages that she does not know about now may be discovered later, and that injuries, losses, or damages that she knows about now may later prove to be greater than she now

she has deemed appropriate, has been advised of *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978), and *Young v. State*, 455 P.2d 889 (Alaska 1969), and waives the protection of those decisions.

10. *Entire Agreement.* Ms. Lowell declares that each of the terms of this Release and Settlement Agreement have been carefully read and that its terms are fully understood and voluntarily accepted for the purpose of making a full and final compromise of any and all claims, disputed or otherwise, accrued or to accrue for and on account of any and all injuries, damages, or claims of Ms. Lowell against Released Parties. No promise or inducement that is not expressed in this Release and Settlement Agreement has been made by or to her to secure this settlement and release. Ms. Lowell represents that the settlement that led to execution of this release was not secured under duress or in haste at the instigation of the Released Parties and that Ms. Lowell is not, in agreeing to this settlement and to this release, at a bargaining disadvantage because of the nature of any injury, loss or damage or for any other reason, and that the undersigned has been represented by an attorney throughout the course of negotiations that led to this settlement.

11. *Insurance claims.* Ms. Lowell releases the Released Parties from all claims that she may have against them or their insurers under any insurance agreements that may apply because of her claims concerning her employment with the State.

12. *Assignment and liens.* Ms. Lowell declares that she has not assigned to any individual or entity any interest in any of claims arising out of her employment with the State. Ms. Lowell agrees to satisfy any and all attorney liens, government liens,

insurance liens, or any other types of liens that have been or may be asserted against the amounts to be paid in settlement of her claims and to defend, indemnify, and hold harmless the Released Parties from any and all actions relating to liens on the settlement amount.

13. *Interpretation.* This Release and Settlement agreement will be interpreted under, and governed by, the laws of the State of Alaska.

I HAVE READ EACH PAGE OF THIS RELEASE AND SETTLEMENT AGREEMENT AND HAVE OBTAINED EXPLANATIONS FROM MY ATTORNEY OF ANY MATERIAL IN IT THAT I DID NOT UNDERSTAND.

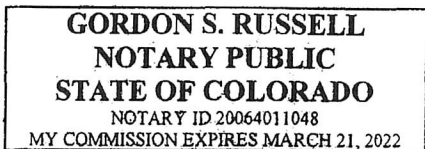
ACKNOWLEDGED AND AGREED TO:

DATED: April 8, 2021 Keren Lowell
Keren Lowell

STATE OF COLORADO)
)ss.
7th JUDICIAL DISTRICT)

On this 8th day of APRIL, 2021, Keren Lowell, whom I know to be the individual described in and who executed this Release and Settlement Agreement personally appeared before me and acknowledged that she signed the Release and Settlement Agreement as her free and voluntary act.

IN WITNESS WHEREOF, I have placed my signature and affixed my official seal.



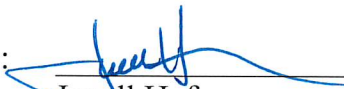
Gordon S. Russell
Notary Public in and for COLORADO
My commission expires: 03/21/2022

Agreed on behalf of the State of Alaska, Department of Education and Early
Development, Alaska State Council on the Arts.

ACKNOWLEDGED AND AGREED TO:

DATED: 4/13/21

TREG R. TAYLOR
ATTORNEY GENERAL

By: 
Janell Hafner
Solicitor General
Alaska Bar No. 0306035