BRENNA BIRD ATTORNEY GENERAL

JEFFREY PETERZALEK DEPUTY ATTORNEY GENERAL



1305 E. WALNUT ST.
DES MOINES, IA 50319
Main: 515-281-5164
Fax: 515-561-6494
Email: Jeffrey.peterzalek@ag.iowa.gov
www.iowaattorneygeneral.gov

October 27, 2025

Mr. Joseph Barry State Appeal Board Iowa Department of Management State Capitol Building, Room 12 LOCAL MAIL

RE:

Polly Carver-Kimm v. Gerd Clabaugh, Sarah Reisetter, State of Iowa Iowa District Court for Polk County (Case Number LACL148599)

Dear Mr. Barry:

The parties have reached a settlement in this case, pending State Appeal Board approval, in the total amount of Six Hundred Thousand Dollars (\$600,000).

This case involves long-running litigation arising from Plaintiff's termination from employment with the former Iowa Department of Public Health in July of 2020. After a lengthy period of litigation and extensive settlement discussions the parties were able to come to a compromise settlement in this matter.

As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay a total gross settlement amount of Six Hundred Thousand Dollars (\$600,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:

- (a) The State of Iowa shall issue a state warrant for Two Hundred Ninety Thousand Dollars (\$290,000), without deduction or withholding, to Duff Law Firm, for attorney's fees and litigation expenses. The State of Iowa will issue an IRS Form 1099-MISC to Duff Law Firm for this amount.
- (b) The State of Iowa shall issue state warrants for a total of Three Hundred Ten Thousand Dollars to Carver-Kimm in compromise of Carver-Kimms' claims. The breakdown of this lump sum payment is as follows:
 - \$50,000 payable as W-2 wages and with required withholdings in 2025
 - \$100,000 payable with an IRS Form1099 in 2025
 - \$160,000 payable with an IRS Form 1099 in 2026

I have enclosed a copy of the proposed release.

Sincerely,

/s/ Jeffrey Peterzalek

JEFFREY PETERZALEK Deputy Attorney General

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into on the last date written below by and between Polly Carver-Kimm ("Carver-Kimm") the Plaintiff and Gerd Clabaugh ("Clabaugh"), and Sarah Reisetter ("Reisetter"), on behalf of themselves, and the State of Iowa, and their current and former successors, assigns, subsidiaries, divisions, affiliates, officers, directors, employees, agents, and representatives (collectively referred to herein as "the Released Parties" and all parties collectively referred to herein as "the Parties").

RECITALS

WHEREAS, Polly Carver-Kimm is the Plaintiff and Clabaugh, Reisetter, and the State of Iowa are Defendants in an action pending in the Iowa District Court for Polk County, Case Number LACL148599 ("the Lawsuit");

WHEREAS, the Parties have a mutual interest in amicably resolving any and all disputes between them;

WHEREAS, the Parties have negotiated this Agreement in good faith to fully settle all differences between them including, but not limited to, those differences embodied in the Lawsuit;

WHEREAS, the Parties acknowledge and agree that this Agreement does not constitute an admission of wrong-doing or any admission of violations of applicable law, rule, or policy by the Parties; and

WHEREAS, the Parties agree that the terms and conditions contained herein are fair, reasonable, and equitable and are the result of an arm's length negotiation between the Parties.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are expressly incorporated by all reference as if fully restated herein, and in exchange for their mutual promises and for other good and valuable consideration and intending to be legally bound herein, the Parties agree as follows:

- 1. <u>Payment.</u> As consideration for the terms and conditions set forth in this Agreement, the Parties agree that the State of Iowa, on behalf of all Released Parties, will pay a total gross settlement amount of Six Hundred Thousand Dollars (\$600,000) ("Settlement Amount"). The Settlement Amount is more fully described as follows:
 - (a) The State of Iowa shall issue a state warrant for Two Hundred Ninety Thousand Dollars (\$290,000), without deduction or withholding, to Duff Law Firm, for

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- attorney's fees and litigation expenses. The State of Iowa will issue an IRS Form 1099-MISC to Duff Law Firm for this amount.
- (b) The State of Iowa shall issue state warrants for a total of Three Hundred Ten Thousand Dollars to Carver-Kimm in compromise of Carver-Kimms' claims. The breakdown of this lump sum payment is as follows:
 - \$50,000 payable as W-2 wages and with required withholdings in 2025
 - \$100,000 payable with an IRS Form1099 in 2025
 - \$160,000 payable with an IRS Form 1099 in 2026
- (c) The Parties agree and understand that any payments made under this Agreement is subject to Iowa Code section 421.65.
- 2. <u>Tax Liability.</u> Carver-Kimm shall be solely responsible for any and all taxes that may be due by her on the payment in Paragraph 1(a) and shall hold the State of Iowa and the Released Parties harmless and indemnify them from any liability thereon.
- 3. <u>Dismissal with Prejudice.</u> The Parties stipulate that within five (5) business days of receipt by Plaintiff's counsel of the payments identified in Paragraph 1, Carver-Kimm will file with the court a Notice of Dismissal dismissing with prejudice all claims in this matter.
- 4. <u>Carver-Kimms' Covenant Not to Sue.</u> In consideration of the terms and conditions set forth in this Agreement, the sufficiency of which the parties acknowledge, Carver-Kimm agrees, promises, and covenants that neither her, nor any person, organization, or any other entity acting on her behalf will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, and representatives, whether in their individual capacity or official capacity, involving any matter which occurred in the past up to the date of this Agreement, including any continuing effects thereof, or otherwise involving any claims, demands, causes of action, obligations, damages, or liabilities which are the subject of this Agreement.
- 5. <u>Carver-Kimms' Full and Comprehensive Release of Claims.</u> Carver-Kimm agrees, on behalf of herself and her heirs, executors, administrators, attorneys, and assigns, to hereby waive, release, and forever discharge the Released Parties, including their respective affiliates, successors, officers, directors, employees, agents, and representatives, from any and all known or unknown actions, causes of action, claims, or liabilities of any kind that have or could be asserted against the Released Parties, involving any matter which occurred in the past up to the date of this Agreement or may have been raised in the Lawsuit. This full and comprehensive release of claims includes, but is not limited to:

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- (a) Any claims arising from any alleged violation by the Released Parties 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. § 2000e et seq.; the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq.; the Equal Pay Act, 29 U.S.C. § 206(d) et seq.; and the Iowa Civil Rights Act of 1965, Iowa Code Chapter 216. Carver-Kimm further waives her right to monetary or other recovery should any federal, state, or local administrative agency pursue any claims on her behalf related to the claims in this Lawsuit. Carver-Kimm further agrees to waive all rights to use any internal grievance or appeal procedure offered by the State of Iowa with respect to the claims in this Lawsuit.
- (b) Claims, actions, causes of action or liabilities arising under any other federal, state, municipal, or local statutes, law, ordinance, or regulation; and/or
- (c) Any other claim whatsoever including, but not limited to: claims for severance pay, sick pay, unpaid wages, unpaid bonuses, unpaid time off, claims based upon breach of contract, breach of the covenant of good faith and fair dealing, wrongful termination, defamation, interference with contract, intentional, and/or negligent infliction of emotional distress, fraud, tort, personal injury, invasion of privacy, violation of public policy, negligence, and/or any other common law, statutory, or other claim whatsoever arising out of or relating to her contact with the Defendants.

Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law Carver-Kimm cannot waive and any claims to enforce the terms of this Settlement Agreement and Release.

- 6. <u>Full and Comprehensive Release of Potential Claims against Carver-Kimm;</u> Covenant Not to Sue. The Released Parties hereby covenant and agree that in consideration of the terms of this Agreement, they waive, fully release, and forever discharge Carver-Kimm of and from any and every claim, demand, and cause of action that could be made in this Lawsuit, and covenant not to file, charge, claim, sue, cause or permit to be filed, charged, or claimed, any action for damages or other relief (including injunctive, declaratory, monetary relief, or other) against Carver-Kimm. Notwithstanding the above, it is agreed and understood that the releases contained in this paragraph do not cover any claims which by law the State of Iowa cannot waive and any claims to enforce the terms of this Agreement.
- 7. No Admission of Liability. This Agreement is not, and shall not in any way be, construed as an admission of any of the Parties that any of the Parties violated any federal, state, or local laws. The Parties have entered into this Agreement for the sole purpose of resolving the Lawsuit to avoid the burden, expense, delay, and uncertainties of proceeding through a formal legal process.

- 8. <u>Neutral Employment Reference.</u> In the event the State of Iowa receives an employment reference inquiry regarding Carver-Kimm, the State agrees to respond by providing only Carver-Kimm's dates of employment and position(s) held.
- Representation of Carver-Kimm. Carver-Kimm hereby represents and warrants 9. that she (a) has authority to enter into this Agreement; (b) holds any and all claims free and clear of any liens and has not pledged or assigned those claims to any third party; (c) has not commenced or been subject to any bankruptcy or insolvency proceeding that affects or could affect her rights to accept payment and release claims under this Agreement; (d) has not received any promise of further consideration; (e) does not know of any other person who holds any rights to sue for the causes of action either asserted in the Lawsuit or the claims subject to the releases made hereunder; and (f) shall be solely liable for the reporting and payment of taxes due by her, if any, on the settlement amounts received hereunder. Carver-Kimm further agrees to indemnify and hold harmless each of the Released Parties from and against any and all claims, actions, causes of actions, demands, rights, damages, costs, losses of services, expenses, compensation, taxes, or property damages (including attorney fees, expenses, and costs of defense) which any person, partnership, corporation, entity, association, agency, or other organization may bring against them alleging facts and circumstances that are contrary to, inconsistent with, or arising from the breach of, the representations and warranties of this paragraph.
- 10. <u>Carver-Kimm's Review.</u> Carver-Kimm acknowledges she was given at least twenty-one (21) days to review and consider this Agreement in its entirety. Carver-Kimm understands that she may voluntarily waive this review period by signing and returning the Agreement prior to the expiration of twenty-one (21) days. The Agreement waives no rights or claims that may arise after its execution.
- 11. <u>Voluntary Agreement.</u> Carver-Kimm represents and certifies that she has carefully read and fully understands all of the provisions and effects of this Agreement; that she has been advised to and had the opportunity for consultation with legal counsel; that she is voluntarily entering into this Agreement; and that the Released Parties have not made any representations concerning the terms or effects of this Agreement other than those contained in it.
- 12. <u>Counterparts.</u> This Agreement may be signed in counterparts. Faxed or emailed signatures will be deemed originals.
- 13. <u>Governing Law and Venue.</u> This Agreement shall be governed by and construed under the laws of the State of Iowa. Each party consents to the personal jurisdiction of the state courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.
- 14. <u>Severability.</u> Should a court of competent jurisdiction declare or determine any provision of this Agreement to be illegal or invalid, the validity of the remaining parts, terms, or

provisions shall not be affected thereby. It is the Parties' intent that the part, term, or provision declared or determined to be illegal or invalid shall be deemed not to be a part of this Agreement.

- 15. <u>Public Record.</u> The Parties agree that this Agreement is a public record under Iowa Code Chapter 22. The Parties acknowledge that this Agreement is subject to Executive Order 85 and/or Iowa Code section 22.13A and, as such, must be approved by the Director of the Department of Health and Human Services, Director of the Department of Management, Director of the Department of Administrative Services and be reviewed by the Iowa Attorney General, or her designee. This Agreement is not effective until it has received all necessary reviews and approvals.
- 16. <u>Amendments.</u> None of the terms or conditions contained herein shall be altered, amended, waived, or abandoned, except by prior written agreement of the Parties.
- 17. Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, discussions, or understanding between the Parties pertaining to the subject matter hereof.
- 18. <u>Required Approvals.</u> The Parties acknowledge that the State Appeal Board must approve the payment of state funds pursuant to this Agreement. The Iowa Attorney General, or her designee, has reviewed and will recommend approval of this Agreement.

CAREFULLY READ THIS AGREEMENT; BY SIGNING BELOW YOU ARE RELEASING ALL KNOWN CLAIMS. YOU HAVE A PERIOD OF TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS RELEASE. IF YOU SIGN THIS AGREEMENT, YOU WILL HAVE UP TO SEVEN (7) CALENDAR DAYS FOLLOWING THE DATE YOU SIGN IT TO REVOKE YOUR SIGNATURE. THE RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THIS SEVEN (7) CALENDAR DAY PERIOD HAS EXPIRED

IN WITNESS WHEREOF, and intending to be legally bound hereby, Polly Carver-Kimm and Defendants, on their own behalf and on behalf of the State of Iowa, have executed the foregoing Settlement Agreement and Release.

Signed by: Polly Carver-Kimm	
Polly Carver-Kimm Agreed to on this 10/21/2025 of October, 2025.	_
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BRENNA BIRD ATTORNEY GENERAL

JEFF PETERZALEK DEPUTY ATTORNEY GENERAL



HOOVER BUILDING, 2ND FLOOR 1305 E. WALNUT ST. DES MOINES, IA 50319 Main: 515-281-5164 www.lowaatlomeygeneral.gov

IOWA DEPARTMENT OF JUSTICE OFFICE OF THE ATTORNEY GENERAL

Review of Personnel Settlement Agreement for the State Appeal Board

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 Jeff Peterzalek, Deputy Attorney General, Hoover Building, 2nd Floor for routing and final distribution.

In the matter of: Polly Carver-Kimm v. State of Iowa Polk Co. # LACL 148599						
Agency/Department:	Department of Health & Human Services					
Director's Printed Name:	Larry Johnson					
Director's Signature:	Any Swort					
Date: 10/24/25	Approve: 🔽 Deny: 🗌					
Agency/Department:	Department of Management					
Director's Printed Name:	Kraig Paulsen					
Director's Signature:	/ X/av L					
Date: 10-27-25	Approve: Deny:					
Agency/Department:	Department of Administrative Services					
Director's Printed Name:	Mark Campbell					
Director's Signature:	falle la					
Date: 10/21/25	Approve: Deny:					
	Office of the Attorney General					
Reviewed by (Print Name						
Reviewer's Signature:	Jeff Lett					
Date: 10/27/2025	Approve: X Deny:					

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

POLLY CARVER-KIMM,) CASE NO. LACL 148599
Plaintiff,)) THIRD AMENDED PETITION
v.	
GERD CLABAUGH, SARAH REISETTER, SUSAN DIXON and STATE OF IOWA,)))
Defendants.	j

COMES NOW the Plaintiff Polly Carver Kimm, by counsel, and for her Third Amended Petition against Defendants Gerd Clabaugh, Sarah Reisetter, Susan Dixon and the State of Iowa states as follows:

PARTIES

- 1. At all times material hereto, Plaintiff Polly Carver-Kimm ("Polly") was a citizen and resident of Polk County, Iowa. Polly was a non-contract, non-merit employee of the State of Iowa.
- 2. At all times material hereto, Defendant Gerd Clabaugh was the Director of the Iowa Department of Public Health ("IDPH") and, upon information and belief, a resident of Polk County, Iowa.
- 3. At all times material hereto, Defendant Sarah Reisetter was the Deputy Director of the IDPH and, upon information and belief, a resident of Polk County, Iowa.
- 3A. At all times material hereto, Susan Dixon was the Bureau Chief, Policy and Workforce Services for IDPH and, upon information and belief, a resident of Polk County.

4. At all times material hereto, the State of Iowa was a sovereign state as defined in the Iowa Cde with its principal place of business in Des Moines, Polk County, Iowa.

BACKGROUND FACTS

- 5. Polly was hired in 2007 by the Iowa Department of Public Health ("IDPH") as the Public Information Officer. Her title changed to Communications Director during her tenure, but she held the same position with the same duties through March 2020.
- 6. Until March 2020, Polly was in charge of all IDPH communications, including public information requests and COVID-19 related communications. Polly was both the Public Information Officer and the Open Records Officer.
- 6A. Throughout Polly's tenure, she handled both open records requests and media requests. Open records requests were requests for documents or records that the Department did not generally make public, for example internal emails. These requests would have to be approved by the AG's office. Media requests were requests for documents or records that the Department generally makes public without an open records request, like yearly reports, and did not have to be approved through the Office of the Chief Information Officer or the AG's office.
- 6B. The terms "media request" and "open records request" were internal jargon of the department. Both categories of requests were governed by Chapter 22. In her position, Polly had the authority to determine whether a request was an open records request or a media request.
- 7. In early March 2020, the State activated emergency protocols because of the COVID-19 pandemic. Those protocols included activating the Emergency Command Center ("ECC") and the use of ECC email addresses for COVID-19 related communications instead of the normal State of Iowa email addresses.

- 8. The normal process for complying with open records requests (Iowa Code Chapter 22) for emails is to contact the Office of the Chief Information Officer and request that they compile the emails responsive to the request. The requested documents are then gathered internally from staff. After the emails and documents are compiled, Polly would forward them to Heather Adams, the Assistant Attorney General assigned to the IDPH, for review and redaction. After Ms. Adams completed her review, Polly would produce the approved emails and documents to the requesting party. During the thirteen years that Polly worked for IDPH, the Governor's office was never involved in this process.
- 8A. At the direction and behest of Governor Kim_Reynolds and the Governor's Communications Director Pat Garrett, IDPH sought to slow, stifle and otherwise divert the free flow of information to the media (and public) concerning the spread of COVID 19 and the State of Iowa's response to the ongoing pandemic.
- 9. On at least one occasion, Pat Garrett told Polly to "hold" the production of records already approved by Ms. Adams. The record in question was a list of questions to be used as part of the Test Iowa website evaluation of whether someone needed to be tested.
- 10. In early March 2020, Polly was informed by Sarah Reisetter, the Deputy Director of IDPH, that all press releases should go through the Governor's office.
- 11. On March 12, 2020, all media inquiries—both open records requests and media requests—related to COVID-19 were rerouted through Deputy Director Reisetter.
- 12. On March 13, 2020, Deputy Director Reisetter complained to Polly about the volume of media inquiries related to COVID-19. Polly offered to resume her normal duties. Polly told Reisetter that she had experience with such media inquiries and it was easier for her to reassume this responsibility.

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- 13. Reisetter responded that it may be easy for Polly to handle the inquires, but it was not easy "for other people." After this, Amy McCoy, Legislative Liaison for IDPH, began handling COVID-19 related media inquiries. Polly was told this change was made because McCoy was working out of the State Emergency Operations Center ("SEOC").
- 14. On March 17, 2020, Polly was moved to the SEOC but was not asked to resume COVID-19 related media responses.
- 15. In early April 2020, Polly received a request for emails from specific IDPH email addresses relating to COVID-19. The email addresses specified were the state's normal email addresses, not the ECC email addresses.
- 16. Polly asked Assistant Attorney General Adams whether the ECC emails should be produced. Ms. Adams eventually confirmed that the ECC emails should be included in response to this specific request. Although similar requests were later made by other news agencies, the ECC emails were never again searched and responsive documents in the ECC emails were never again produced. Polly repeatedly inquired of Ms. Adams via email regarding whether the ECC emails should be produced but never received a response.
- 17. In April 2020, Pat Garrett complained that Polly was posting the daily new case numbers to the IDPH website prior to the Governor's press conference. On April 19, 2020, Polly emailed Reisetter stating that she had only done this once several weeks before. Polly complained to Reisetter that she was being accused of something she didn't do.
- 18. On April 20, 2020, Gerd Clabaugh (Director of IDPH) told Polly that she was no longer allowed to update the IDPH website.
- 19. During the week of April 21, 2020, Polly informed her supervisors that a news reporter had brought to her attention the unsanitary working conditions and lack of social

distancing at the SEOC. Multiple persons, including Director Clabaugh, demanded the name of the journalist who made this observation. When Polly refused to give the name of the journalist, more assigned job duties were taken from her including being in charge of social media and working with the counties and local government entities.

- 20. In May 2020, Polly fulfilled an open records request submitted by Iowa Public Radio in accordance with the policies and procedures currently in place. Later that month, the New Yorker and USA Today made a very similar request. Polly informed the New Yorker and USA Today that if they slightly modified their requests, she could immediately produce the emails that had already been approved for release to Iowa Public Radio.
- 21. The New Yorker and USA Today modified their request and later asked Polly to send them all responses to open records requests submitted by other news agencies. Polly did so because this was a common practice in state government, and constituted a media request because these documents were already released to another media entity. For example, the Department of Natural Resources posts all public information requests on their website (https://iowaopenrecords.nextrequest.com/requests).
- 22. In late May 2020, the New Yorker began asking questions critical of the State
 Hygienic Lab referencing the documents produced by Polly. Reisetter sent Polly an email
 questioning how the New Yorker received those documents. When Polly responded, Reisetter
 asked whether producing the documents "was even legal."
- 23. On June 4, 2020, Polly was no longer allowed to respond to any open records requests, including those dealing with COVID-19. However, Polly still had the authority to fulfill media requests, and the authority to determine whether a request was an open records request or a media request.

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- 24. On June 15, 2020, the New Yorker published an article critical of the company running "Test Iowa" utilizing the previously released emails. Two days later (June 17, 2020), Polly was stripped of more duties as she was no longer allowed to respond to any media inquiries not only involving COVID-19 but any other infectious disease.
- 25. Throughout March, April, May and June of 2020, Polly had regular conversations with Karla Dorman (Human Resources). Polly complained to Ms. Dorman that the ongoing removal of her duties and responsibilities amounted to mismanagement, abuse of authority and a specific danger to public health given the ongoing state-wide pandemic.
- 26. On July 2 or 3, 2020, Tony Leys with the Des Moines Register asked Polly for the pregnancy termination statistics for the State of Iowa. Mr. Leys' request was a media request governed by Chapter 22, not a public records request, and Polly remained in charge of responding to media requests unrelated to COVID19 or infectious diseases. This is publicly available information routinely produced in the past. Polly gave Mr. Leys the requested information.
- On July 12, 2020, the Des Moines Register ran a story that showed the number of pregnancy terminations in Iowa had climbed by 25% in 2019 after continuously decreasing for decades. The article attributed the increase to the decision to cease participation in a federally funded family planning program.
- 28. The Leys article was likely embarrassing to Governor Reynolds who promoted and supported the 2017 plan to expel Planned Parenthood and other abortion providers from family planning programs and replace it with a state financed program.
- 29. On July 15, 2020, Polly was told, in the midst of an ongoing state and nation-wide pandemic, that she could either resign or be terminated due to "restructuring." Polly initially

chose termination, but agreed to an involuntary resignation after being told that she would forfeit her accumulated vacation time if terminated. Polly was terminated by the IDPH under the authority and/or at the direction of Clabaugh, Reisetter and/or Dixon.

<u>COUNT I</u> WRONGFUL DISCHARGE IN VIOLATION OF IOWA CODE SECTION 70A.28

COMES NOW the Claimant, Polly Carver-Kimm, and for her cause of action against the State of Iowa, Gerd Clabaugh, Sarah Reisetter and Susan Dixon states as follows:

- 30. Polly realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 as if fully set forth herein.
- 31. Throughout March, April, May and June of 2020, Polly had regular conversations with Karla Dorman, a person providing human resources management for the State of Iowa, where she reported and disclosed that, among other things, the ongoing removal of her duties and responsibilities amounted to mismanagement, abuse of authority and a specific danger to public health given the ongoing state-wide pandemic.
- 32. Polly was stripped of her duties and eventually terminated after reporting and disclosing the aforementioned conduct to Karla Dorman. Polly's disclosures to Dorman were a cause of Defendants' decision to strip her of duties and terminate her employment. Any reasons proffered by defendants for stripping her of her duties and terminating her employment are pretextual.
- 33. The actions and conduct of Clabaugh, Reisetter and/or Dorman in terminating Polly's employment constitutes a simple misdemeanor under Iowa Code §70A.28(4).
- 34. As a direct and proximate result of Defendants' actions, Polly has suffered and will continue to suffer loss of wages, benefits, job security and other emoluments of employment

and has suffered and will continue to suffer mental anguish, emotional distress and damage to her reputation.

WHEREFORE, Plaintiff Polly Carver-Kimm requests judgment against Defendants, and each of them, in such an amount as will fully and fairly compensate her for her injuries and damages, for attorney fees and costs, for interest as allowed by law, for reinstatement, for backpay, and for such other and further relief, including but not limited to front pay, as the court deems equitable on the premises including injunctive and declaratory relief.

WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY

COMES NOW the Claimant, Polly Carver-Kimm, and for her cause of action against the State of Iowa, and states as follows:

- 35. Polly realleges and incorporates by reference the allegations contained in paragraphs 1 through 29 as if fully set forth herein.
- 36. Polly was stripped of her duties and later terminated after she made repeated efforts to comply with Iowa's Open Records law (Chapter 22) by producing documents and information to local and national media regarding the State of Iowa's response to the ongoing pandemic and other routine state matters.
- 37. The act of compiling and producing records requested by media outlets and members of the public, pursuant to Iowa Code Chapter 22, was in furtherance of the clear public policy of the State of Iowa to free and open examination of public records even if such examination may cause inconvenience or embarrassment to public officials. Iowa Code §22.8(3) (2019).

- 38. Polly's termination violates well established public policy of the State of Iowa as defined by statute, regulation and judicial decision, and this public policy is undermined and jeopardized under the circumstances of this case.
- 39. The State of Iowa stripped Polly of her duties and responsibilities and terminated her employment as a result of her participation in protected activity.
- 40. The reasons proffered for her discharge are pretextual and the State of Iowa lack any legitimate reason to terminate her employment.
- 41. As a result of the actions of the State of Iowa, its agents, servants and employees, Polly has suffered and will continue to suffer loss of wages, benefits, job security and other emoluments of employment and has suffered and will continue to suffer mental anguish, emotional distress and damage to her reputation.

WHEREFORE, Claimant Polly Carver-Kimm requests judgment against the State of Iowa in such an amount as will fully and fairly compensate her for her injuries and damages, for interest as allowed by law, the costs of this action and for such other and further relief as the court deems just and equitable.

p /s/ THOMAS J. DUFF THOMAS J. DUFF

/s/ JIM DUFF

JIM T. DUFF

DUFF LAW FIRM, PLC

The Galleria

4090 Westown Pkwy, Suite 102

West Des Moines, Iowa 50266

Telephone: (515) 224-4999

Fax: (515) 327-5401

Email: tom@tdufflaw.com

jim@tdufflaw.com

wendy@tdufflaw.com

ATTORNEYS FOR PLAINTIFFS

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E-FILED 2023 OCT 09 11:00 AM POLK - CLERK OF DISTRICT COURT

Original electronically filed with copies to:
JEFFREY C. PETERZALEK
TESSA REGISTER
Assistant Attorneys General
Iowa Department of Justice
Hoover State Office Building, 2nd Floor
1305 East Walnut Street
Des Moines, Iowa 50319
E-mail: jpeterz@ag.state.ia.us
E-mail: Tessa.Register@ag.iowa.gov

ATTORNEY FOR DEFENDANTS