

**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

Ashley N. Stewart,)

Appellant,)

v.)

Alabama Department of
Corrections,)

Appellee.)

Case No. 19-23-RCS

**RECOMMENDATION TO
THE STATE PERSONNEL BOARD**

The parties have notified the undersigned that the above case has been settled. The parties have produced an appropriate settlement document which is attached hereto as Exhibit A. It is the recommendation of the undersigned that this cause should be DISMISSED WITH PREJUDICE.

Done, this the 24th day of June 2019.



Randy C. Sallé
Administrative Law Judge
State Personnel Department
64 North Union Street
Montgomery, Alabama 36130
Telephone: (334) 242-8353
Facsimile: (334) 353-9901

Copies to:

VIA CERTIFIED AND FIRST-CLASS U.S. MAIL:

Ashley N. Stewart



VIA E-MAIL AND FIRST-CLASS U.S. MAIL:

Carrie Shaw, Esq.
Alabama Department of Corrections
301 South Ripley Street
Montgomery, Alabama 36130-1501
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AGREEMENT

Appellant Ashley Stewart (the "Releasor") and the Alabama Department of Corrections ("ADOC"), an agency of the State of Alabama (the "Released Party"), hereafter collectively referred to as "the Parties," by and through undersigned counsel, enter into this Agreement providing for resolution of the claims asserted by Releasor before the State of Alabama Personnel Board (the "Appeal"), pursuant to the terms and conditions set forth below.

I. INTRODUCTION

1. WHEREAS, this action arose out of an Appeal to the State Personnel Board, Number 19-23-RCS, by the Releasor regarding her recent separation from employment with the ADOC;

2. WHEREAS, the Parties acknowledge that this Agreement does not constitute an admission by the Releasor or the ADOC of any wrongdoing under the law or any applicable rules or regulations of the ADOC or the Personnel Board;

3. WHEREAS, the Parties agree that the resolution of the claims in the Appeal would benefit all Parties by avoiding the time and expense of proceeding through the State Personnel process;

4. WHEREAS, the Parties have entered into this Agreement in reliance on the mutual representations contained herein;

THEREFORE, in consideration of the mutual promises of the Parties set forth below, the undersigned Parties agree to the final resolution of all claims related to the Appeal. It is hereby stipulated and agreed by and between the undersigned as follows:

II. EFFECTIVE DATE

5. The Effective Date of this Agreement shall be the date of the Board's Order, the date on which the Agreement is last executed by the Parties.

III. RESIGNATION ACCEPTED

6. In consideration of releasing the ADOC, the State of Alabama, or any other entity of the State of Alabama from any liability relating to her employment, as further laid out in Provision IV, the ADOC agrees to accept the resignation of the Releasor, dated May 29, 2019, attached hereto and incorporated herein. Such action will be reflected in Releasor's personnel records. The ADOC accepts no responsibility for the records of any other state agency or entity of which it has no control including, but not limited to, the State Personnel Department.

7. The Releasor expressly agrees that the resignation is voluntary, and that it is not made as a result of any coercion, duress, threat, or promise. The Releasor understands that she has the right to pursue the instant Appeal, and, by signing this Agreement agreeing to the voluntarily resignation, that she withdraws her appeal before the State Personnel Board. The Releasor expressly understands that she will not be entitled to be rehired by the ADOC, and agrees that she will not otherwise apply or seek re-employment with the ADOC.

IV. SATISFACTION AND RELEASE OF CLAIMS

8. Releasor hereby forever releases, discharges, and acquits the Released Parties, and all other offices, authorities, agencies, departments, units, divisions, subdivisions, instrumentalities, institutions, commissions, boards, and entities of the State of Alabama and any and all employees or agents and former employees or agents of the State of Alabama from any and all claims, demands, rights, appeals, and causes of action of whatsoever kind and nature before any board, tribunal, or court, specifically including, but not limited to, the instant Appeal before the State Personnel Board or any action relating to the employment of the Releasor and separation therefrom, including the determination not to re-hire. The resignation shall be reflected in Releasor's personnel records, and final settlement of the Appeal, including any and all claims and requests for relief set forth in the Appeal, shall be final.

V. DISMISSAL OF CLAIMS

9. Upon execution of this Agreement, the Releasor agrees to file a joint Motion to Dismiss the instant Appeal before the State Personnel Board.

10. It is understood and agreed that the Releasor has relied wholly upon her own judgment, belief, and knowledge, and her decision to enter into this Agreement is made without reliance upon any statement or representation of the Released Parties or their representatives, other than as set forth in this Agreement.

VI. NO ADMISSION OF LIABILITY

11. This Agreement is not an admission of liability and shall not be treated as an admission at any time or in any manner whatsoever. This Agreement in no way prejudices the rights of the Released Party to deny liability in any action based upon any decision or recommendation regarding the Releasor's employment.

VII. NO WAIVER OF IMMUNITY

12. Nothing in this Agreement shall be construed as a waiver of any immunity of the ADOC or the State of Alabama under state or federal law.

VIII. COSTS AND EXPENSES

13. The Parties agree that the Parties will bear their own costs, attorneys' fees, disbursements, and expenses of any kind incurred in the Appeal.

IX. AUTHORITY AND CAPACITY TO EXECUTE RELEASE

14. The Parties represent that, as of the date of the execution of this Agreement, they have the right and authority to execute this Agreement and are possessed of legal and mental capacity to enter into this Agreement.

X. EXECUTION AND COUNTERPARTS

15. A signed facsimile or photocopy of this Agreement shall be treated as an original, and shall be deemed to be as binding, valid, genuine, and authentic as an originally signed agreement for all purposes.

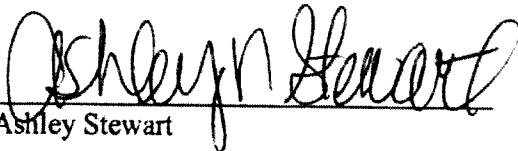
XI. MERGER

16. The Parties agree that this Agreement represents the entire agreement of the Parties, and any other conditions or changes must be in writing and signed by both Parties to be valid.

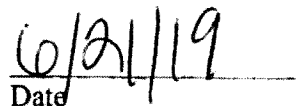
XVII. THE RELEASOR HAS READ AND UNDERSTANDS THE TERMS

17. The Releasor further states that she has carefully read the within and foregoing Agreement and knows and understands the contents thereof and that she executed the same of her own free act and deed.

RELEASOR

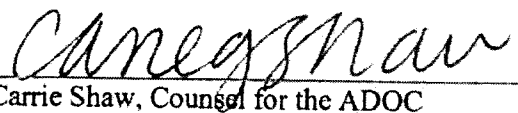


Ashley Stewart

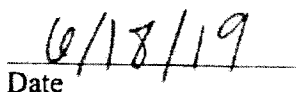


Date

ALABAMA DEPARTMENT OF CORRECTIONS



Carrie Shaw, Counsel for the ADOC



Date