



State of Arkansas
Bureau of
Legislative Research

Marty Garrity, Director
Kevin Anderson, Assistant Director
for Fiscal Services
Eric Sanders, Assistant Director
for Information Technology
Matthew Miller, Assistant Director
for Legal Services
Jessica Whittaker, Assistant Director
for Research Services

State Agency Litigation Notification Form

Dear Agency Director:

Arkansas Code § 10-3-312 requires that any agency or institution that is not represented by the Attorney General shall notify the Director of the Bureau of Legislative Research of pending litigation so that the appropriate legislative committee may “determine the action that may be deemed necessary to protect the interests of the General Assembly and the State of Arkansas in that matter.”

In order to submit a report regarding pending litigation pursuant to Arkansas Code § 10-3-312, please complete the following form for each pending lawsuit, along with a cover letter to the Director of the Bureau of Legislative Research, and submit to desikans@blr.arkansas.gov.

DATE REPORTING:	
Agency:	Arkansas Department of Corrections
E-mail:	Wade.Hodge@doc.arkansas.gov
Phone:	501-682-3309
Contact:	Wade Hodge
1. STYLE OF THE CASE BEING LITIGATED	
Latasha Ridgle v. Arkansas Department of Corrections, Case No. 5:19-cv-197-KGB	
2. IDENTITY OF THE TRIBUNAL BEFORE WHICH THE MATTER HAS BEEN FILED (COURT)	
United States District Court Eastern District of Arkansas	
3. BRIEF DESCRIPTION OF THE ISSUES INVOLVED	
ADC employee Latasha Ridgle filed her lawsuit in 2019, alleging Title VII hostile work environment and retaliation for engaging in protected conduct stemming from allegations that the ADC failed to take proper precautionary, preventative and responsive measure to prevent ADC security officers and herself from being exposed to inmate sexual harassment and misconduct. Ridgle further complained that she was demoted and later constructively discharged for complaining about the general harassment issues and a specific issue with one inmate with whom she had an incident.	
3A. OTHER DESCRIPTION INFORMATION	
Docket Number	5:19-cv-197-KGB
Date Filed	06/12/2019
Defendant	Arkansas Department of Corrections
Defendant Attorney	Carl F. Cooper, III (Trey Cooper)
Plaintiff	Latasha Ridgle
Plaintiff Attorney	Heidi Burakiewicz
4. ANY OTHER RELEVANT INFORMATION	
All of the allegations in this lawsuit stem from ten years ago, prior to the current ADC administration, and many involved employees of ADC who have not worked for the ADC in some time. The allegations involved policies and procedures that have since been updated, including Director Payne's legislative efforts to more efficiently and severely prosecute inmate sexual misconduct in the presence of staff.	
4A. OTHER RELEVANT INFORMATION	
Case History	After extensive discovery, the ADC moved for summary judgment but was denied.
Relief Sought	Compensatory Damages
Current Status	Both parties have entered into a settlement agreement.

A.C.A. § 10-3-312

Current through all laws of the 2017 Regular Session and 2017 First Extraordinary Session, including changes and corrections by the Arkansas Code Revision Commission.

- Arkansas Code Annotated
- Title 10 General Assembly
- Chapter 3 Committees
- Subchapter 3-- Legislative Council

10-3-312. NOTIFICATION OF LAWSUITS AFFECTING STATE.

- (a) In order that the General Assembly may take whatever steps it deems necessary concerning lawsuits which may affect the State of Arkansas, its officials, or its financial resources:
 - (1) The Attorney General shall notify the Director of the Bureau of Legislative Research who is the Executive Secretary to the Legislative Council as soon as possible after the Attorney General becomes involved in such litigation;
 - (2) **When any state agency or any entity which receives an appropriation of funds from the General Assembly becomes involved in litigation without representation by the Attorney General, the director or administrative head of the agency shall notify the Director of the Bureau of Legislative Research as soon as possible.**
- (b) The notice given by the Attorney General or by the director or administrative head of a state agency to the Director of the Bureau of Legislative Research shall include the style of the case being litigated, the identity of the tribunal before which the matter has been filed, a brief description of the issues involved, and other information that will enable the Legislative Council or the Joint Budget Committee to determine the action that may be deemed necessary to protect the interests of the General Assembly and the State of Arkansas in that matter.
- (c) Upon receipt of the notice, the Director of the Bureau of Legislative Research shall during the interim between legislative sessions transmit a copy of the notice to the cochairs of the Legislative Council and to the cochairs of the Joint Budget Committee during legislative sessions in order that those committees may schedule that matter upon their respective agendas at the earliest possible date.
- (d) During the interim between legislative sessions, the Legislative Council shall determine, and during legislative sessions the Joint Budget Committee shall determine, whether the General Assembly has an interest in the litigation and, if so, take whatever action deemed necessary to protect the General Assembly's and the state's interest in that matter.

HISTORY

Acts 1987, No. 798, §§ 1, 2.

Arkansas Code of 1987 Annotated Official Edition
© 2018 by the State of Arkansas All rights reserved.

A.C.A. § 10-3-312 (Lexis Advance through all laws of the 2017 Regular Session and 2017 First Extraordinary Session, including changes and corrections by the Arkansas Code Revision Commission)

Ridgle v. Arkansas Department of Corrections, et al. Case N. 5:19-cv-197-KGB Case Summary

Department of Corrections employee Latasha Ridgle filed suit in federal court alleging Title VII hostile work environment and retaliation for engaging in protected activity. Her allegations were that the Department and Department officials failed to take proper precautionary, preventative and responsive measures to prevent her from being exposed to repeated inmate sexual harassment, including but not limited to, indecent exposure by inmates. The Plaintiff further alleged that she was demoted and later constructively discharged for complaining about general harassment issues and specific issues with one inmate in particular.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is made and entered into by and between Latasha Ridgle (“Ridgle”) and the Arkansas Department of Corrections (“ADC”). As fully set out

determined in the manner described below, to settle Ms. Ridgle’s claims in the Action, and Ms. Ridgle will release ADC from all her claims against it.

PREAMBLE

1. Ms. Ridgle filed an action against ADC in the United States District Court for the Eastern District of Arkansas, which is styled as *Latasha Ridgle v. Arkansas Department of Corrections*, Case No. 5:19-cv-197-KGB (“Action”).

2. Ms. Ridgle alleged that ADC violated Title VII by allowing a hostile work environment to exist and by retaliating against her for engaging in protected conduct. ADC denies that it, or any employee, or agent, engaged in any unlawful conduct.

3. Because the Parties desire to settle the Action and any claims, disputes, or other issues arising out of the facts alleged in the Action, the parties enter into this Agreement on the terms set forth below.

TERMS AND CONDITIONS

1. **No Admission of Liability.** Nothing contained in this Agreement, nor any of the acts taken pursuant to this Agreement, shall be deemed or construed as an admission of liability, responsibility, wrongdoing, or violation of any law, statute, ordinance, order, regulation, or constitution. In fact, the Parties specifically disclaim any liability to each other or to any other person in any claims, charges, complaints, actions, causes of action, suits, grievances, controversies, disputes, or demands.

2. **Settlement and Release of Claims.** In consideration of the Parties' mutual promises and commitments contained in this Agreement, they agree as follows:

a. **Payment to Ms. Ridgle.** Following execution and approval as outlined in paragraph 7 of this Agreement, [REDACTED] [REDACTED] to be determined as set forth in paragraph 2(b) below. [REDACTED]

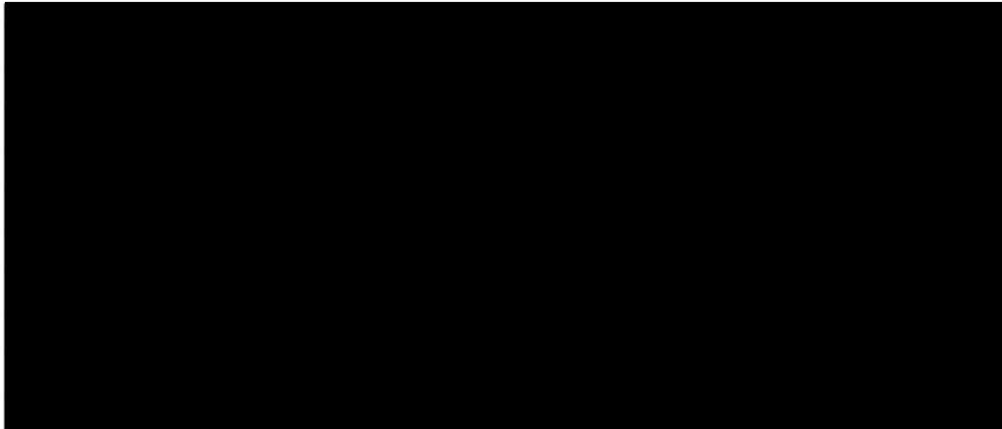
[REDACTED]

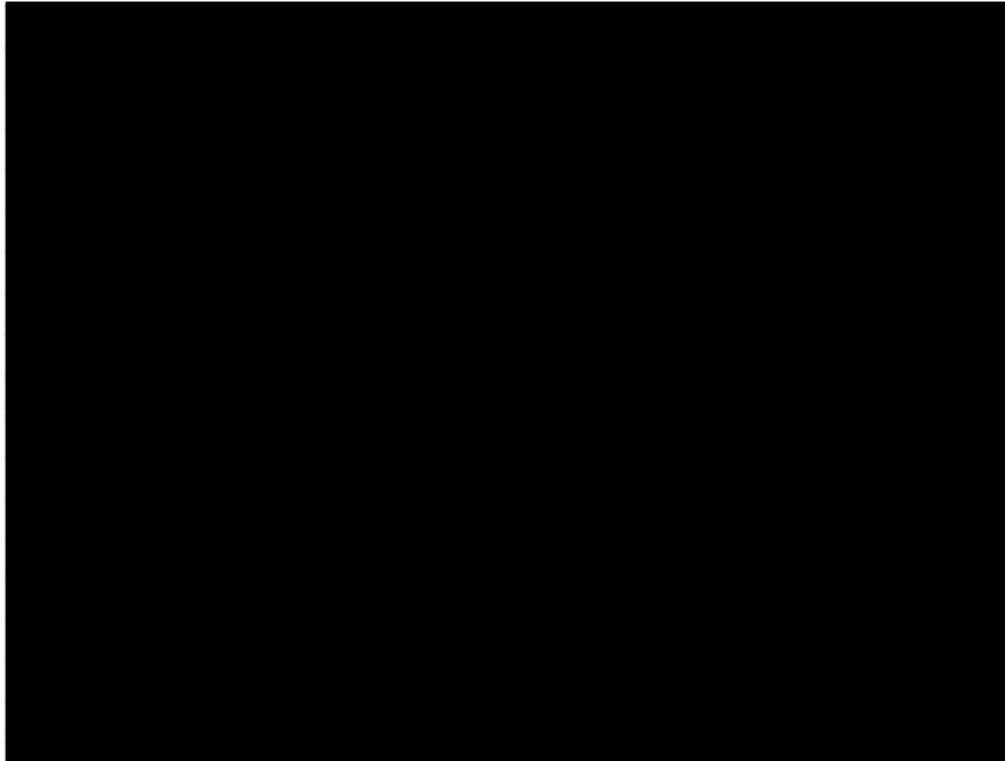
b. **Costs, including Attorneys' Fees, under Title VII.** The Parties stipulate that Ms. Ridgle is the prevailing party for purposes of Title VII. [REDACTED]

[REDACTED]



c. **Release and Waiver of Claims.** Ms. Ridgle waives, releases, relinquishes, and forever discharges ADC, its officers, employees, and agents from all claims, charges, complaints, actions, causes of action, grievances, controversies, disputes, demands, prior agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, statutory, compensatory, punitive, and liquidated damages), attorneys' fees, costs, or any other liabilities of any kind, nature, description, or character whatsoever that Ms. Ridgle has, had, or may have against the ADC, its officers, employees, or agents arising out of or relating to (1) the facts alleged in the Action, (2) the Parties' prior relationship, or (3) any other fact, condition, circumstance, or occurrence whatsoever up to and including the effective date of this Agreement, whether known or unknown, suspected, or concealed, and whether presently asserted or otherwise, except as otherwise stated in paragraphs 2(a), 2(b), and 2(d) of this Agreement.





3. **Entire Agreement.** This Agreement contains the entire agreement between the Parties. The Parties have not relied upon any promise or statement, oral or written, that is not set forth in this Agreement.

4. **Modification.** The Parties agree that this Agreement may not be modified, amended, or altered except by a written agreement executed by all the Parties, including any agreement regarding costs and attorneys' fees under 42 U.S.C. § 2000e.

5. **Voluntary Agreement.** The Parties acknowledge that they each: (1) have had adequate and legally sufficient time to review this Agreement, (2) have been represented by counsel concerning the advisability, meaning, and effect of this Agreement, (3) understand the rights that have been waived and released by this Agreement, (4) freely negotiated the terms of

this Agreement, and (5) have signed this Agreement voluntarily and without coercion, undue influence, or duress.

6. **No Rescission for Mistake.** The Parties acknowledge that each has had the opportunity to investigate the facts and law relating to the claims raised in the Action and any other claims waived and released by this Agreement. The Parties 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.

7. **Effective Date.** This Agreement shall not become effective until approved by 1) the Arkansas Board of Corrections and 2) the Arkansas Legislative Council and/or its subcommittees (“Approving Entities”).



Should either body fail to provide approval, the Parties agree to work together to address any concerns and re-seek approval, if necessary.

8. **Execution.** The persons executing this Agreement assert that they are authorized to do so by the party on whose behalf they purport to act.

9. **Miscellaneous Provisions.**

a. **No Precedent.** The terms of this Agreement will not establish any binding precedent, nor may this Agreement be used as a basis to seek or justify similar terms in any subsequent situation involving persons other than the Parties. This Agreement shall not be

offered, used, or admitted into evidence in any proceeding or litigation, except for any actions to enforce the terms of this Agreement.

b. **Construction.** This Agreement is deemed to have been drafted jointly by the Parties, and in the event of a dispute, it shall not be construed in favor of or against either Party.

c. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

d. **Successors and Assigns.** This Agreement shall be binding upon the Parties and each of their respective heirs, descendants, successors, and assigns.

e. **Counterparts.** This Agreement may be executed in counterparts, and the counterparts taken together will have binding effect.

f. **Severability.** The provisions of this Agreement are severable, and if any part of it is found to be invalid, unlawful, or unenforceable, the other parts shall remain fully valid, lawful, and enforceable.

LATASHA RIDGLE



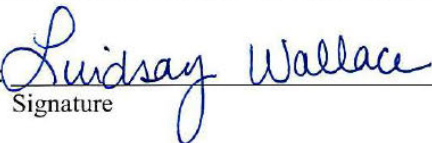
Latasha Ridgle (Feb 19, 2026 18:54:56 CST)

Latasha Ridgle

02/19/2026

Date

ARKANSAS DEPARTMENT OF CORRECTIONS

By: 
Signature

2/19/2026

Date

By: Lindsay Wallace
Print Name