



**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](mailto:desikans@blr.arkansas.gov).*

DATE REPORTING:	
Agency:	University of Arkansas
E-mail:	joecordi@uark.edu
Phone:	479-575-5401
Contact:	Joe Cordi, Associate General Counsel
1. STYLE OF THE CASE BEING LITIGATED	
EEOC Charge 493-2025-00772	
2. IDENTITY OF THE TRIBUNAL BEFORE WHICH THE MATTER HAS BEEN FILED (COURT)	
United States Equal Employment Opportunity Commission	
3. BRIEF DESCRIPTION OF THE ISSUES INVOLVED	
Amber Irene Reich was employed as a custodian at the University's Fayetteville campus from on or about July 16, 2024, until or about January 2, 2025. Ms. Reich filed an EEOC charge alleging that one of her supervisors subjected her to harassment based on her gender and disability and then retaliated against her when she reported the alleged harassment. After Ms. Reich was terminated, the supervisor resigned and is no longer employed by the University. The EEOC facilitated a mediation that resulted in Ms. Reich and the University entering a \$4,000 settlement agreement, subject to approval of the State's Chief Fiscal Officer with the advice of the Legislative Council or the Joint Budget Committee. See Ark. Code Ann. 19-4-1614.	
3A. OTHER DESCRIPTION INFORMATION	
Docket Number	EEOC Charge 493-2025-00772
Date Filed	February 12, 2025
Defendant	University of Arkansas
Defendant Attorney	University of Arkansas Office of the General Counsel
Plaintiff	Amber Irene Reich
Plaintiff Attorney	Not Applicable
4. ANY OTHER RELEVANT INFORMATION	
Please see the attached: (1) Addendum summarizing this matter; (2) Statement of Redaction Form; (3) Redacted copy of Ms. Reich's EEOC charge; (4) Redacted copy of the Settlement Agreement and Release; and (5) Copy of letter from the State's Chief Fiscal Officer.	
4A. OTHER RELEVANT INFORMATION	
Case History	
Relief Sought	The University of Arkansas respectfully requests approval of the Settlement Agreement and Release.
Current Status	

**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.**

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- (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**

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Acts 1987, No. 798, §§ 1, 2.

Arkansas Code of 1987 Annotated Official Edition  
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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)

**ADDENDUM TO STATE AGENCY LITIGATION NOTIFICATION FORM**

The University of Arkansas respectfully requests approval of a Settlement Agreement and Release between the University and Ms. Amber Irene Reich.

Ms. Reich was employed as a custodian at the University's Fayetteville campus from on or about July 16, 2024, until or about January 2, 2025. After her termination, Ms. Reich filed an EEOC charge alleging that one of her supervisors had subjected her to harassment based on her gender and disability and then retaliated against her when she reported the alleged harassment. After Ms. Reich was terminated, the supervisor resigned and is no longer employed by the University.

Although the University denies Ms. Reich's claims, the supervisor's resignation and the circumstances surrounding it would present difficulties in defending the matter. In addition, litigation of this matter would be time consuming, would likely require funds to be expended on one or more depositions, would entail inherent risk of paying Ms. Reich's legal fees, and take away from resources that could be spent on other pressing matters.

The University therefore participated in a mediation facilitated by the EEOC and negotiated an early settlement to eliminate these risks. The settlement agreement is subject to approval of the State's Chief Fiscal Officer with the advice of the Legislative Counsel or the Joint Budget Committee. See Ark. Code Ann. § 19-4-1614. A copy of a letter from the State's Chief Fiscal Officer is one of the items submitted with this request.

The Office of the General Counsel believes the settlement amount of \$4,000 is reasonable under the circumstances and is in the best interests of the state and therefore respectfully requests the approval of the Legislative Council or Joint Budget Committee under Ark. Code Ann. § 19-4-1614(c).



STATE OF ARKANSAS  
BUREAU OF  
LEGISLATIVE RESEARCH

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*Claims Review/Litigation Reports Oversight Subcommittee  
of the Arkansas Legislative Council  
Claims Subcommittee of the Joint Budget Committee  
Statement of Redaction of Confidential Information*

Style of Case: Reich v. University of Arkansas

Docket Number: FEOC Change 493-2025-00772

Type of Matter (please circle one):

Claims Review

Litigation Reports Oversight

As indicated by my signature below:

- I acknowledge that documents submitted to the Subcommittee may be published or disseminated by the Subcommittee for purposes of its consideration and those documents that are published or disseminated by the Subcommittee will be considered subject to disclosure under the Freedom of Information Act of 1967, Arkansas Code § 25-19-101 et seq.
- I further acknowledge that it is my responsibility to review each document submitted to the Subcommittee and make any necessary redactions.
- I certify that I have reviewed each document submitted herein and have redacted all confidential information excluded from public access by Arkansas Supreme Court Administrative Order No. 19, § VII, and the Freedom of Information Act of 1967, Arkansas Code § 25-19-101 et seq., including without limitation an individual's home address, personal email address, personal phone number, date of birth, social security number, information identifying a minor child, medical records, and financial account numbers.
- If a redacted document has been submitted, I have also included a non-redacted copy of the same document that may be considered exempt from disclosure under Arkansas Code § 25-19-105.

Signature [Handwritten Signature]

Associate General Counsel  
University of Arkansas  
Title and Agency

Name JOE Cordi

5/21/2025  
Date

### CHARGE OF DISCRIMINATION

Form 5 (06/24)

This form is affected by the Privacy Act of 1974.

See attached Privacy Act Statement and other information before completing this form.

**CHARGE PRESENTED TO:**  
EEOC

**AGENCY CHARGE NO.**  
493-2025-00772

Name (indicate Mr., Ms., Mrs., Miss, Mx., Dr., Hon., Rev.): Amber Irene Reich

Phone No.: [REDACTED]

Year of Birth: [REDACTED]

Mailing Address: [REDACTED]

Named below is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency that I believe discriminated against me or others.

Name: University of Arkansas

No. Employees, Members: 501+ Employees

Phone No.: (479) 575-2000

Mailing Address: 1 University of Arkansas  
FAYETTEVILLE, AR 72701, UNITED STATES OF AMERICA

Name:

No. Employees, Members:

Phone No.:

Mailing Address:

**DISCRIMINATION BASED ON:**

Disability, Retaliation, Sex

**DATE(S) DISCRIMINATION TOOK PLACE**

Earliest: 07/01/2024

Latest: 01/02/2025

**THE PARTICULARS ARE:**

I was hired as a Custodian in or around July 2024. Throughout my employment, I was subjected to harassment. For example, around July 2024, my supervisor inquired about my sexual activity and whether I had a sexually transmitted disease. I promptly reported the matter to Human Resources. In or around November 2024, I was hospitalized because of my disability. My supervisor subjected me to further harassment, including disparaging comments about my disability. I informed my supervisor that I was contacting Human Resources again. In retaliation, I was subjected to further harassment, including repeated phone calls. When I returned to work in December 2024, I was scrutinized and disciplined. On or around January 2, 2024, I was discharged.

I was not given a reason for the harassment. I was told that I was disciplined for matters like not vacuuming a leaf and for being out of uniform on the clock. I was told that I was discharged due to sleeping during working hours. However, male colleagues with no known disabilities neglected their duties without being disciplined or discharged. At least one male without a known disability was also out of uniform at the same time without being disciplined or discharged.

EEOC No. 493-2025-00772 | FEPA No.

I believe I have been subjected to harassment, disciplined, and discharged due to my sex (female), disability, and in retaliation for engaging in protected activity, in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act of 1990, as amended.

EEOC No. 493-2025-00772 | FEPA No.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct, and that I have read each page of this form.

Digitally Signed By: Amber Irene Reich

02/12/2025

Charging Party Signature & Date

If a state or local Fair Employment Practices Agency (FEPA) requires notarization, you may need to sign the charge in the presence of a notary. If so, please do so here.

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information, and belief.

Notarized Signature of Charging Party

Subscribed and sworn to before me this date:

Signature of Notary

Printed Name

**CP ENCLOSURE WITH EEOC FORM 5 (06/24)****PRIVACY ACT STATEMENT**

Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. **FORM NUMBER/TITLE/DATE.** EEOC Form 5, Charge of Discrimination (06/24).
2. **AUTHORITY.** 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.
3. **PRINCIPAL PURPOSES.** The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.
4. **ROUTINE USES.** This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.
5. **WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION.** Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

**NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW**

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so *within 15 days* of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

**NOTICE OF NON-RETALIATION REQUIREMENTS**

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA, Section 207(f) of GINA, and 42 USC 2000gg-2(f)(1) of the PWFA it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

**SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, Amber Irene Reich (referred to as Ms. Reich unless the context requires otherwise) and the University of Arkansas and the Board of Trustees of the University of Arkansas (collectively referred to as "the University" unless the context requires otherwise) desire to compromise and settle disputed claims to avoid the costs and uncertainties of litigation.

WHEREAS, Ms. Reich was employed at the University's Fayetteville campus from on or about July 16, 2024, until on or about January 2, 2025.

WHEREAS, on or about February 12, 2025, Ms. Reich filed an EEOC charge alleging discrimination based on disability, retaliation, and sex. The EEOC designated the charge as 493-2025-00772.

WHEREAS, the University has denied and continues to deny that the University discriminated against Ms. Reich in violation of any federal or state law or otherwise has engaged in conduct giving rise to a valid cause of action.

WHEREAS, on May 6, 2025, Ms. Reich and the University voluntarily participated in a mediation facilitated by the EEOC.

WHEREAS, Ms. Reich and the University resolved their differences during the mediation.

NOW THEREFORE, in consideration of the mutual promises contained herein, Ms. Reich and the University agree as follows:

1. **ACTIONS TAKEN BY MS. REICH.** Ms. Reich hereby voluntarily waives, releases, relinquishes, withdraws, and forever discharges any and all charges, claims, liens, and causes of action, known or unknown, for damages, attorneys' fees, costs, and recovery of any type against the University, as well as all of the University of Arkansas's current and former Trustees, officers, representatives, agents, and employees, both in their individual and official capacities, that may have arisen at any time up to and including the date Ms. Reich executes this Settlement Agreement and Release.

2. **ACTIONS TAKEN BY THE UNIVERSITY.** The University hereby agrees:

(a) To pay to Ms. Reich the sum of Four Thousand Dollars (\$4,000.00) (minus withholdings/taxes) for compensatory losses in consideration and compromise of the terms and conditions of this Settlement Agreement and Release and the Mediation Settlement Agreement reached between the EEOC, Ms. Reich, and the University. The University will issue Ms. Reich an IRS Form W-2 at year end to include this payment and any other wages received prior to termination. The University will mail payment to Ms. Reich's address: [REDACTED] [REDACTED] Ms. Reich will be responsible for any taxes possibly due as a result of receiving this payment.

(b) The University agrees to provide the payment to Ms. Reich within forty-five (45) days following her and the University's execution of this agreement and subject to the "legislative approval," referenced in the Mediation Settlement Agreement reached between the EEOC, Ms. Reich, and the University. Ms. Reich and the University agree that the term "legislative approval" means the "government approvals" referenced in Paragraph 15 of this Settlement Agreement and Release. The University will send an email to Ms. Reich [REDACTED] and EEOC Senior Mediator Mr. Rodney Phillips (rodney.phillips@eoc.gov) when payment has been made with tracking number.

3. **ENTIRE AGREEMENT.** This Settlement Agreement and Release and the Mediation Settlement Agreement reached between the EEOC, Ms. Reich, and the University constitute the entire agreement between Ms. Reich and the University. Ms. Reich and the University have not relied on any promise or statement, oral or written, that is not set forth in this Settlement Agreement and Release or in the Mediation Settlement Agreement reached between the EEOC, Ms. Reich, and the University. As between Ms. Reich and the University, the terms of this Settlement Agreement and Release control and take precedence over any contrary terms contained in the Mediation Settlement Agreement drafted by the EEOC pertaining to EEOC Charge No. 493-2025-00772.

4. **MODIFICATION.** Ms. Reich and the University agree that this Settlement Agreement and Release may not be modified, amended, or altered except by a written agreement executed by all parties.

5. **VOLUNTARY AGREEMENT.** Ms. Reich and the University acknowledge that each has read this Settlement Agreement and Release, that each has had the opportunity to consult with legal counsel of their choosing concerning the advisability, meaning, and effect of this Settlement Agreement and Release, that each understands this Settlement Agreement and Release, and that each has signed this Settlement Agreement and Release voluntarily and without duress.

6. **NO RESCISSION FOR MISTAKE.** Ms. Reich and the University acknowledge that each has had the opportunity to investigate the facts and law relating to any claims that may be asserted by Ms. Reich to the extent each deems necessary and appropriate. Ms. Reich and the University 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 Settlement Agreement and Release.

7. **ACKNOWLEDGEMENT.** Ms. Reich and the University acknowledge that this document was agreed upon by both sides; the terms of which will not be construed against either side as the drafter.

8. **NO ADMISSION OF LIABILITY.** Ms. Reich and the University acknowledge that this Settlement Agreement and Release is a compromise of disputed claims and is not an admission of liability or wrongdoing on the part of the University or of any Trustee, officer, representative, agent, or employee of the University of Arkansas in either their individual or

official capacities, and the University affirmatively states that no such liability or wrongdoing exists. Ms. Reich agrees that the Settlement Agreement and Release is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.

9. **DISCLOSURE AND USE OF AGREEMENT.** The disclosure of this Settlement Agreement and Release shall be governed by Arkansas law, including, without limitation, Ark. Code Ann. § 25-18-401 as well as the Arkansas Freedom of Information Act ("FOIA"). Subject to these laws, the promises set forth in this Agreement, and the document itself, shall not be used by either Party in any manner, whether directly or indirectly, for any purpose other than to enforce their respective rights hereunder, unless otherwise compelled by law.

10. **NON-DISPARAGEMENT.** The parties to this Settlement Agreement and Release shall not make any disparaging remarks or comments regarding the other party. If asked about the matters covered by this Settlement Agreement and Release, the parties may indicate the matter was resolved. Upon request, the University may confirm Ms. Reich's name, dates of employment, and last position held.

11. **CHOICE OF LAW; DISPUTES.** This Settlement Agreement and Release shall be governed by and construed in accordance with the substantive law of the State of Arkansas. Any claim arising out of or relating to this Settlement Agreement and Release must be litigated in a tribunal or court of competent jurisdiction limited exclusively to the Arkansas State Claims Commission, the Circuit Court of Washington County Arkansas, and the United States District Court for the Western District of Arkansas. Ms. Reich acknowledges that the University is not waiving any immunities (including, but not limited to, sovereign immunity) available to the University, its officers, or employees, and that the right to assert immunity to any claim that she may allege is reserved.

12. **COSTS.** Ms. Reich and the University shall each be solely responsible for their own attorney's fees and costs incurred in connection with all matters giving rise to this Settlement Agreement and Release.

13. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement and Release shall be binding upon Ms. Reich and the University and each of their respective heirs, descendants, successors, and assigns.

14. **LIENS AND TAXES.** The parties agree that Ms. Reich will be responsible for the satisfaction of any liens asserted against the settlement proceeds, if any, and shall be responsible for any tax consequences of the settlement proceeds. The University and its attorneys make no representation regarding the tax consequences or liability, if any, arising from payment of the settlement proceeds.

15. **GOVERNMENT APPROVALS AND EFFECTIVE DATE.** The parties acknowledge that some or all of the claims that Ms. Reich has asserted in the EEOC charge fall within the scope of Ark. Code Ann. § 19-4-1614. Therefore, no payments may be made until the Chief Fiscal Officer of the State of Arkansas authorizes payment, with the advice of the

Legislative Council or the Joint Budget Committee. This Settlement Agreement and Release will not become effective or enforceable until: (a) it has been executed by both parties, and (b) it has been approved by the Chief Fiscal Officer of the State of Arkansas.

16. **EXECUTION.** The persons executing this Settlement Agreement and Release assert that they are authorized to do so by the party or parties on whose behalf they purport to act.

17. **COUNTERPARTS.** This Settlement Agreement and Release may be executed in counterparts, and the counterparts taken together will have binding effect. To facilitate the execution of this Agreement, the parties may execute the Agreement via facsimile or e-mail attachment.

AMBER IRENE REICH

THE UNIVERSITY

By: *A. I. Reich*  
Amber Irene Reich

By: *Ann Bordelon*  
Ann Bordelon  
Executive Vice Chancellor  
for Finance & Administration

Date: Friday, May 9th, 2025

Date: May 14, 2025



STATE OF ARKANSAS  
**Department of Finance  
 and Administration**

**OFFICE OF THE SECRETARY**  
 1509 West Seventh Street, Suite 401  
 Post Office Box 3278  
 Little Rock, Arkansas 72203-3278  
 Phone: (501) 682-2242  
 Fax: (501) 682-1029  
[www.arkansas.gov/dfa](http://www.arkansas.gov/dfa)

May 19, 2025

Mr. Joe Cordi  
 Associate General Counsel  
 University of Arkansas System  
 416 Administration Building  
 Fayetteville, Arkansas 72701

*Re: Proposed Settlement Agreement  
 Amber Irene Reich v. University of Arkansas  
 EEOC Charge No. 493-2025-00772*

Mr. Cordi:

I am in receipt of your May 15, 2025, request to settle the above-referenced matter filed by Ms. Amber Irene Reich. Pursuant to the proposed settlement, the University of Arkansas (the "University") has agreed to settle the above matter upon the following terms:

1. The University will pay Ms. Reich \$4,000.00 for compensatory losses less withholdings and deductions as required by law within forty-five (45) days following execution of the settlement agreement and subject to legislative approval by the Legislative Council or Joint Budget Committee;
2. Ms. Reich and the University shall each bear their own attorney's fees costs;
3. The University may confirm Ms. Reich's name, dates of employment, and last position held if requested; and
4. Ms. Reich will waive, release, relinquish, withdraw, and forever discharge any and all claims, liens, and causes of action, known or unknown, for damages, attorneys' fees, costs, and recovery of any type against the University that may have arisen at any time up to and including the date Ms. Reich executed the settlement agreement.

Arkansas Code Annotated § 19-4-1614(c) (Repl. 2016) provides as follows:

(c) When notified that a state employee has filed suit or is in any other manner claiming redress under the provisions of [Title VII of the federal Civil Rights Act of 1964, as amended, or the federal Civil Rights Act of 1866, or the federal Civil Rights Act of 1871, or the Fourteenth Amendment to the United States Constitution], the Chief Fiscal Officer of the State may investigate the circumstances surrounding the claim. If, based on the evidence and facts found during the investigation, the Chief Fiscal Officer of the State determines or has reason to believe that the court would sustain the employee's claim and find for the

Mr. Joe Cordi  
Re: Request for Approval of Proposed Settlement  
May 19, 2025  
Page 2 of 2

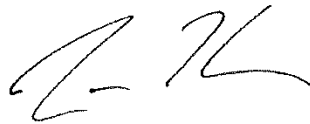
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employee and in so doing award wages or salaries in addition to those paid or due for the employee's personal service rendered, then the Chief Fiscal Officer of the State shall, with the advice of the Legislative Council or the Joint Budget Committee, authorize payment of the additional wages or salaries as provided in subsection (a) of this section.

Based upon my review of your settlement agreement as required under Ark. Code. Ann. § 19-4-1614(c), the University has my consent to request approval from the Legislative Council or the Joint Budget Committee of your proposed settlement with the above-referenced party.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hudson", written in a cursive style.

Jim Hudson, Secretary  
Department of Finance and Administration