



April 12, 2023

Nathaniel Herz

natherz@gmail.com

Request Received March 22, 2023

Dear Mr. Herz:

On March 22, 2023, in an email, you submitted a public record request asking for "...for any legal settlements and associated documents between AIDEA and Karsten Rodvik"

AIDEA's response to your request is as follows:

- 1) Attached is a settlement agreement between AIDEA and K. Rodvik.

This response provides all requested information in AIDEA's records and does not constitute a denial or partial denial of your request.

Sincerely,

Raymie Hamann

Public Records Coordinator

Enclosure

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE

KARSTEN RODVIK,)
)
 Plaintiff,)
)
 v.)
)
 ALASKA INDUSTRIAL)
 DEVELOPMENT AND IMPORT)
 AUTHORITY,)
) Case No. 3AN-22-08173 CI
 Defendant.)

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (“Settlement Agreement”) is made effective this 22nd day of November, 2022, by and between Karsten Rodvik (“Rodvik”) and the State of Alaska, Alaska Industrial Development and Export Authority (“AIDEA”), each a “Party” and hereinafter, the “Parties”.

RECITALS

Rodvik has filed a civil action against AIDEA in 3AN-22-08173CI. To avoid the time and expense of litigation, the Parties want to resolve their differences and reach an end, compromise, and settlement for all disputes existing and potentially existing between them.

AGREEMENTS

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

1. **Release.** Rodvik agrees that, in consideration of the terms contained herein,

he will fully release all claims that he has, or could have, asserted against AIDEA, its officers, employees, agents, representatives, insurers, servants, successors in interest, and assigns (collectively "the Released Parties") in full settlement of all claims, causes of actions, and demands for damages, costs, expenses or attorney's fees related to the following matter in dispute between the parties: 3AN-22-08173CI. Rodvik shall not, through judicial, contractual, or administrative proceedings of any kind, make or cause to be made, acquiesce in, or assist in the bringing of any future actions against any of the Released Parties for damages or claims covered under this Release, however nothing in this paragraph shall interfere with Rodvik's right to cooperate and participate in an investigation or proceeding conducted by the EEOC or other federal or state regulatory or law enforcement agency.

2. **Payment.** AIDEA shall pay Rodvik the sum equivalent to six months wages calculated as of his final pay rate. The settlement amount of \$63,540.75 shall be made payable as follows:

- a. AIDEA shall issue a check to Rodvik in the amount of \$50,832.60.
- b. AIDEA will issue a check to Ashburn & Mason, PC, Rodvik's attorneys in the amount of \$12,708.15.

3. **Tax consequences.** Rodvik acknowledges that the Released Parties and their attorneys make no representations regarding the tax consequences of this settlement.

4. **Claims released.** Upon receipt of the settlement amount, Rodvik will dismiss case 3AN-22-08173CI.

5. **No admission of liability.** Rodvik acknowledges that this Settlement

Agreement is entered for the purpose of compromise. Rodvik acknowledges that the Settlement Agreement does not constitute an admission of wrongdoing by the Released Parties, and that the Released Parties expressly deny that they are liable for any wrongdoing whatsoever. Nothing in this Settlement Agreement should be deemed to be an admission of wrongdoing on the part of Released Parties.

6. **Binding agreement.** Rodvik represents he has the authority to enter into this Release and Settlement Agreement and it shall be binding upon and inure benefit to him and his legal representatives.

7. **Opportunity to review.** Rodvik acknowledges that each of the terms of this 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 the matters in dispute and he has had sufficient opportunity and time to consult with his attorney about this Release and Settlement Agreement. He further represents that no promise or inducement not expressed has been made to him by the State of Alaska, that his execution of this Release and Settlement was not secured under duress or in haste, that he is not at a bargaining disadvantage, and that he has been represented by an attorney throughout the course of negotiations which led to his execution of this Release and Settlement.

8. **Entire agreement.** This Settlement Agreement and the promises made herein represent the entire agreement between the Parties.

9. **Assignment and liens.** Rodvik declares that he has not assigned to any individual or entity any interest in any of his claims arising out of the matters in dispute.

Karsten Rodvik 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 his claims and to defend, indemnify, and hold harmless the Released Parties from any and all actions relating to liens on the settlement amount.

10. Interpretation. This Release and Settlement Agreement will be interpreted under, and governed by, the laws of the State of Alaska.

11. Severability. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

12. Attorney's Fees and Costs: Except for the payment to Ashburn & Mason specified in paragraph 2(b) the Parties shall bear their own fees and costs incurred in connection with the Litigation and this Agreement.

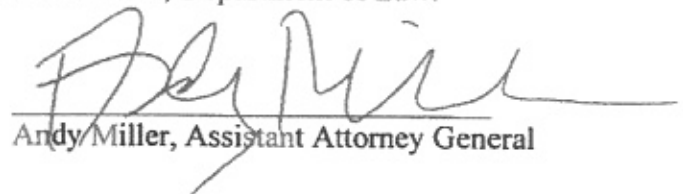
I HAVE READ EACH PAGE OF THIS RELEASE AND SETTLEMENT AGREEMENT AND HAVE HAD AN OPPORUNITY TO CONSULT WITH AN ATTORNEY REGARDING THE CONTENTS OF THIS AGREEMENT.

DATED: 11/22/2022


Karsten Rodvik

Agreed on behalf of the State of Alaska, Department of Law.

DATED: 11-22-2022


Andy Miller, Assistant Attorney General