



**State of Arkansas**  
**Bureau of**  
**Legislative Research**

**B.1**  
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Kevin Anderson, Assistant Director  
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for Information Technology  
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for Legal Services  
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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).**

<b>DATE REPORTING:</b> 3/15/2023			
Agency:	Board of Trustees of the University of Arkansas	Phone:	501-686-7964
E-mail:	SLRobinson@uams.edu	Contact:	Sherri L. Robinson
<b>1. STYLE OF THE CASE BEING LITIGATED</b>			
Cynthia Frierson v. the Board of Trustees of the University of Arkansas			
<b>2. IDENTITY OF THE TRIBUNAL BEFORE WHICH THE MATTER HAS BEEN FILED (COURT)</b>			
Matter has not been filed but the threat of litigation is to file in United States District Court.			
<b>3. BRIEF DESCRIPTION OF THE ISSUES INVOLVED</b>			
Frierson alleges that she was subjected to discriminatory treatment based on her race.			
<b>3A. OTHER DESCRIPTION INFORMATION</b>			
Docket Number	None; the matter was handled prior to a lawsuit being filed		
Date Filed	Discussions began in July 2022		
Defendant	Board of Trustees of the University of Arkansas		
Defendant Attorney	Sherri L. Robinson		
Plaintiff	Cynthia Frierson		
Plaintiff Attorney	Lamar Davis		
<b>4. ANY OTHER RELEVANT INFORMATION</b>			
Ms. Frierson's attorney reached out in late June 2022 to gather information regarding his client's employment with the intention of discussing a resolution. Following almost 2 months of discussions and negotiations, the parties agreed to settle the matter for \$30,000.			
<b>4A. OTHER RELEVANT INFORMATION</b>			
Case History			
Relief Sought	Originally, Ms. Frierson sought reinstatement plus additional compensatory damages.		
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 cochair of the Legislative Council and to the cochair 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)

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## RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into between Cynthia Frierson, hereinafter referred to as "Frierson," and the Board of Trustees of the University of Arkansas, hereinafter referred to as "the Board," on behalf of the University of Arkansas for Medical Sciences, hereinafter referred to as "UAMS". Collectively, Frierson, the Board, and UAMS may be referred to in this Agreement as "the parties."

### WITNESSETH:

WHEREAS, Frierson alleges that UAMS terminated her for discriminatory reasons;

WHEREAS, the Board and UAMS deny that they or any current or former officers, officials, agents, representatives, or employees engaged in any discriminatory conduct toward Frierson or violated any of Frierson's rights during her employment at UAMS;

WHEREAS, because of the uncertainties of litigation, the parties desire to resolve all potential claims, demands and causes of action which Frierson has asserted, or may assert, against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees resulting from or arising out of Frierson's employment at UAMS; and

WHEREAS, this Agreement resolves all potential claims, demands and causes of action which Frierson has asserted, or may assert, against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees, resulting from or arising out of Frierson's employment at UAMS.

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. ACTION TO BE TAKEN BY THE PARTIES. The Board agrees that within 30 days after the effective date of this Agreement as set forth in paragraph 13, UAMS will pay a total settlement amount of \$30,000. This amount will be paid as follows: (1) \$16,000 less wage withholdings for federal income tax, state income tax, Social Security and Medicare will be paid to Frierson representing her lost wages and reported on a W-2; (2) \$2,000 will be paid to Frierson representing compensable damages and reported on a 1099; and (3) \$12,000 will be paid to Akili Solutions, LLC and reported on a 1099. Frierson will be given a neutral job reference via the automated verification system -- The Work Number at: [www.theworknumber.com](http://www.theworknumber.com) or 1-800-367-5690 with UAMS employer code 14891.
2. COMPLETE RELEASE AND WAIVER. This Agreement constitutes the entire agreement between the parties and is accepted by Frierson in full compromise, settlement and satisfaction of, and as sole consideration for the final release and discharge of all potential actions, rights, causes of action, claims and demands whatsoever that now exist or might have been asserted against the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees, resulting from or arising out of Frierson's employment at UAMS.
3. ENTIRE AGREEMENT. The performance of item 1 shall constitute the entire settlement, monetary or otherwise, to be paid by the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees to Frierson in the manner set forth in item 1 resulting from or arising out of Frierson's employment at UAMS. Neither party has relied

upon any promise or statement, oral or written that is not set forth in this Agreement.

4. NO ADMISSION OF LIABILITY. This is a compromise settlement of disputed claims. This settlement and any action undertaken by the Board pursuant thereto, shall never be construed as an admission of liability on the part of the Board, the University of Arkansas, UAMS, or current or former officers, officials, agents, representatives, or employees, each of whom expressly denies any such liability or any violation of any Federal or State law. The Board, the University of Arkansas, UAMS, current or former officers, officials, agents, representatives, and employees have denied and continue to deny all claims and allegations raised by Frierson regarding her employment at UAMS. Frierson agrees not to suggest or construe this Agreement as an admission or implication of wrongdoing and agrees that the Agreement is not admissible in any court or administrative body except as necessary to enforce its terms or as otherwise required by law.
5. NONDISCLOSURE. The parties and their attorneys agree not to disclose the terms of this Agreement to anyone unless required to do so by legal process.
6. LIENS AND TAXES. The parties agree that Frierson shall be responsible for the satisfaction of any liens asserted against the settlement proceeds, if any, and shall be responsible for any and all tax consequences of the settlement proceeds, if any. The Board and its attorneys make no representation regarding the tax consequences or liability, if any, arising from payment of the settlement proceeds.
7. MODIFICATION. This Agreement may not be modified, amended, or altered except by written agreement executed by both parties.

8. CONTRACTUAL NATURE. The parties agree that the terms of this Agreement are contractual in nature and that a breach of any portion of the Agreement shall give the non-breaching party a cause of action for breach of contract in an appropriate forum possessing jurisdiction, with the understanding that by this paragraph, the Board, the University of Arkansas, UAMS, or any current or former officers, officials, agents, representatives, or employees do not waive any immunities or other defenses to which they might be entitled.
9. VOLUNTARY AGREEMENT. Frierson acknowledges that she has read and understood all of the provisions of this Agreement and had the opportunity to consult an attorney. She further acknowledges that she is entering into this Agreement voluntarily, free of undue influence, coercion or duress of any kind.
10. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties and each of their respective agents, executives, administrators, heirs, successors and assigns.
11. NO RESCISSION FOR MISTAKE. The parties acknowledge that they have had the opportunity to investigate the facts and law relating to the claims raised by Frierson and any additionally waived and released claims to the extent they deem necessary and appropriate. 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.
12. CHOICE OF LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Arkansas.

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13. EFFECTIVE DATE. This Agreement is effective upon execution by both parties, approval by the Chief Fiscal Officer of the State of Arkansas, and approval as required by Arkansas Code Annotated § 19-4-1614.
14. COUNTERPARTS. This Agreement may be executed in counterparts and the counterparts taken together will have binding effect.
15. EXECUTION. The persons executing this document assert that they are authorized to act on behalf of their clients, agency, and individuals and bind those persons by execution of this document.

IN WITNESS WHEREOF, we have set our hands on the dates indicated below:

Cynthia Frierson

Board of Trustees of the University  
of Arkansas on behalf of UAMS

  
CYNTHIA FRIERSON

  
CAM PATTERSON, M.D., M.B.A.  
Chancellor

Sept. 29, 2022  
Date

9/29/2022  
Date



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

**OFFICE OF THE SECRETARY**  
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Little Rock, Arkansas 72203-3278  
Phone: (501) 682-2242  
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[www.arkansas.gov/dfa](http://www.arkansas.gov/dfa)

October 24, 2022

**Via Email Only: SLRobinson@uams.edu**

Sherri L. Robinson  
UAMS – Office of General Counsel  
4301 W. Markham, Slot 860  
Little Rock, AR 72205

Re: Proposed Settlement Agreement with Cynthia Frierson

Dear Ms. Robinson,

I am in receipt of your October 3, 2022 letter request to settle the above referenced potential lawsuit with Cynthia Frierson. Pursuant to the proposed settlement, the Board has agreed to pay a total settlement amount of \$30,000 as follows:

- (1) \$16,000 less wage withholdings for federal income tax, state income tax, Social Security and Medicare will be paid to Frierson representing her lost wages and reported on a W-2;
- (2) \$2,000 will be paid to Frierson representing compensable damages and reported on a 1099; and
- (3) \$12,000 will be paid to Akili Solutions, LLC and reported on a 1099.

Ms. Frierson will also be given a neutral job reference to prospective employers.

Arkansas Code Annotated § 19-4-1614(c) 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 the federal laws cited in subsection (a) of this section, 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 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 by this section, your agency has my consent to request approval of the proposed settlement agreement from the Legislative Council or the Joint Budget Committee.

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

Sincerely,

A handwritten signature in blue ink that reads "Larry W. Walther". The signature is written in a cursive style with a large initial "L".

Larry W. Walther, Secretary  
Department Finance and Administration