

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE is entered into by and between the Alabama Board of Pharmacy (Board) and Donna Yeatman (Yeatman), and is made in consideration of the mutual covenants and promises contained herein:

The Board will allow Yeatman to resign effective January 31, 2025. The Board will provide a neutral reference for Yeatman should she seek other employment. In exchange, Yeatman agrees that this document is in full settlement and compromise of any federal and state law claims, such as claims under Title VII of the Civil Rights Act of 1964, and/or constructive discharge, for damages, injunctive relief, or any other avenue of redress Yeatman may have had in the past or has now relating to her employment with the Board.

Yeatman hereby releases and forever discharges the Board, its management, employees, heirs, executors, administrators, agents and assigns, and all persons, firms or corporations liable or who might be claimed to be liable, none of whom admit any liability, but all expressly deny any such liability, from any and all claims, demands, damages, actions, causes of actions, or suits of any kind or nature whatsoever, and particularly on account of damages, known or unknown.

Yeatman has the right to have her legal counsel review this SETTLEMENT AGREEMENT AND RELEASE prior to execution.

This SETTLEMENT AGREEMENT AND RELEASE is entered into voluntarily and is not made as a result of coercion, duress, threat or promise.

The Board made an inquiry into an Informal Opinion of the Alabama Ethics Commission as to whether the Revolving Door applies to Yeatman on returning to the practice of pharmacy and provided the results of the same to Yeatman on January 27, 2025.

Yeatman has requested assurances that she will receive the benefits of the Alabama Department of Finance Division of Risk Management for litigation arising from her tenure with the Board. The Board will follow its normal procedures in submitting the necessary paperwork to the Alabama Attorney General's Office and the Division of Risk Management should said litigation arise. Any decision of representation is that of the Alabama Attorney General's Officer and/or the Division of Risk Management as these entities are separate and distinct entities from the Board. Any decision of representation shall be pursuant to the information at <https://riskmgt.alabama.gov/GLTF>.

The Board will pay Yeatman for her accrued annual leave (approximately 468 hours), sick leave (approximately 612 hours), and personnel leave (approximately 8 hours). These totals will be adjusted should Yeatman take any leave prior to January 31, 2025.

Additionally, the Board will compensate Yeatman \$150,000 to be paid in one lump sum payment per this settlement agreement and release.

The undersigned hereby declares that the terms of this SETTLEMENT AGREEMENT AND RELEASE have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, based on the charge letter. Further, it is understood by all parties that the Board has full and irrevocable rights to enter into this agreement.

The terms of this agreement shall be construed pursuant to the laws of the State of Alabama. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective and only to the extent of such prohibition or invalidity, without any manner invalidating the remainder of such provision or the remaining provisions of this agreement.

This SETTLEMENT AGREEMENT AND RELEASE sets forth the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings. Any prior oral or parol agreement is hereby merged into the terms of this SETTLEMENT AGREEMENT AND RELEASE and shall be unenforceable separate and apart from the terms of this written agreement.

Executed this 3RD day of FEBRUARY, 2025

Donna Yeatman
Donna Yeatman

*PREVIOUSLY signed 1/31/25
& notarized*

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said state and county, hereby certify that **Donna Yeatman**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, she did voluntarily execute the same, on this the 3 day of February, 2025.

Jeffrey S. Daniel
Notary Public, State of Alabama at Large

My commission expires:

11/23/2028

Gary D. Mount

Gary Mount
President
Alabama Board of Pharmacy

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said state and county, hereby certify that **Gary Mount**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, ~~he~~ did voluntarily execute the same, on this the 3 day of February, 2025.

Goffrey S. Daniel
Notary Public, State of Alabama at Large

My commission expires: 11/23/2028

Check# 9285

Alabama Board of Pharmacy

Check Request Form

Request Date: 1-28-25

Requester Name: Stacy Giles

Date Check Needed: 1-31-25

PAY TO THE ORDER OF: Donna C. Yeatman

Amount of Check: \$ 150,000

Purpose of Check: Settlement Agreement

Approved by Board
Treasurer, Stacy Giles:

X [Signature]

Manually Cut Check - Payment Record

Requested By, Stacy Giles for Donna C. Yeatman



Check Cut/Issued by James Driskell



Approved By Board Treasurer Stacy Giles for Payment



Payment Record has been approved by all three parties
and has been returned to Tonya Linville for records.



SCANNED

1/29/2025

RECEIVED
JAN 28 2025
BY: 1

Invoice Information

Vendor Name: Donna Yeatman

Invoice# Settlement Agreement 01/31/2025

Invoice Date: 01/31/2025

INVOICE / RECEIPT / OR OTHER DOCUMENTATION MUST BE ATTACHED TO THIS REQUEST:

Check Received By: X [Signature] (Please Print)

Donna Yeatman

Check Picked Up By: X [Signature] (Please Print)

Fennifer Neuman (ALBP Legal)