

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this "Agreement") is hereby made, executed, and entered into by and between **Anthony B. Coleman** (hereinafter referred to as "Coleman"), and **Broadlawns Medical Center** on behalf of itself and all of its affiliated and related entities, present and former employees, agents, representatives, successors, assigns, owners, members, shareholders, officers, board members, directors and trustees, all individually and in their official capacities, parent companies, subsidiaries, franchisors, insurers, and affiliated companies, (hereinafter collectively referred to as "BMC"). This Agreement shall become effective Thursday, November 2, 2023 (the "Effective Date"). The parties hereby stipulate and agree as follows:

1. **Payment.** BMC agrees to pay to or for the benefit of Coleman the following sum(s), totaling up to and not to exceed Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00) in full and final resolution of any and all of his claims against BMC (the "Severance Benefits"):

- "Anthony B. Coleman" (wages/severance): BMC shall continue to pay Coleman his annual Base Salary (i.e., \$550,000.00), less deductions and withholdings, for which Broadlawns Medical Center will issue a Treasury Form W-2, for a period of twelve (12) months from the Effective Date of this Agreement, which shall be paid in equal, bi-weekly installments in accordance with BMC's payroll practices;
- "Anthony B. Coleman" (wages/bonus): BMC shall pay Coleman a lump-sum payment of One Hundred Thirty Four Thousand Dollars and Zero Cents (134,000.00), less deductions and withholdings, and for which Broadlawns Medical Center will issue a Treasury Form W-2, as compensation for any bonus to which Coleman is or may have been entitled during the course of his employment with BMC;
- "Anthony B. Coleman" (wages/PTO): BMC shall pay Coleman a lump-sum payment of Fifty Two Thousand Six Hundred Nineteen Dollars and Fifty Eight Cents (\$52,619.58), less deductions and withholdings, and for which Broadlawns Medical Center will issue a Treasury Form W-2, as compensation for any accrued and unused Paid Time Off (PTO) to which Coleman is or may have been entitled in connection with his employment with BMC.
- "Anthony B. Coleman" (misc.): BMC shall pay Coleman a lump sum-payment of Sixty Three Thousand Three Hundred Eighty Dollars and Forty Two Cents (\$63,380.42), in resolution of any and all claims released herein, inclusive of any claims for attorney's fees, for which BMC will issue a Treasury Form 1099-MISC.

In addition, BMC will pay the employer's share of payroll taxes on the foregoing Severance Benefits. Coleman is otherwise solely responsible for his tax obligations on the Severance Benefits, including any income and transfer taxes. Coleman agrees and represents that he is responsible for any tax consequences associated with this Agreement that are due and owing on his behalf. Coleman further agrees to release, indemnify and hold harmless BMC from or for any tax consequences arising from or associated with this Agreement that are due and owing on his

behalf. Coleman also acknowledges that he is solely responsible for the cost of any health insurance coverage he has or may obtain, including COBRA.

The parties agree that each party is solely responsible for its own attorney fees. Coleman expressly acknowledges he is responsible for satisfying his own attorney fees and expenses.

2. **Release and Covenant Not to Sue by Coleman.** In consideration of the payment of the sum described above, the sufficiency of which is hereby acknowledged, Coleman does hereby release, acquit, and forever discharge BMC from any and all liability whatsoever, including all claims, demands, and causes of action of every nature, whether known or unknown and which may hereafter appear or develop, at law or in equity, which Coleman has, may have, or ever claim to have against any or all of BMC up to the Effective Date of this Agreement. Coleman further and specifically releases, acquits, and forever discharges BMC from any and all liability whatsoever for the following claims, whether known or unknown and which may hereafter appear or develop, at law or in equity, which Coleman has, may have, or ever claim to have against BMC:

- a) any claim arising from or related to his employment with BMC or pursuit of employment with BMC;
- b) any claims of alleged employment discrimination, retaliation, or wrongful termination under any federal, state, or local statute or ordinance, public policy or the common law, including, without limitation, any and all claims under Section 1981 through Section 1988 of Title 42 of the United States Code, as amended; the National Labor Relations Act; the Civil Rights Act of 1991, as amended; the Employee Retirement Income Security Act of 1974, as amended; the Americans With Disabilities Act of 1990, as amended; the Equal Pay Act of 1963, as amended; the Fair Labor Standards Act, as amended; the Family and Medical Leave Act of 1993, as amended; the False Claims Act; Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act; the Sarbanes-Oxley Act; the Immigration Reform and Control Act, as amended; the Genetic Information Nondiscrimination Act; the U.S. Constitution; Iowa wage payment laws, the Iowa Civil Rights Act, the Iowa Constitution, Iowa leave laws; any claim for workers' compensation benefits or workers' compensation retaliation under Iowa's workers' compensation law; any and all claims for compensation, wages, expense reimbursement, attorney's fees and costs, breach of contract, wrongful discharge, interference with contract, intentional or negligent infliction of emotional distress, or any other reason established by the common law or by federal, state, or local laws;
- c) any claims under any severance pay or incentive compensation plan of BMC, or for breach of contract, express or implied, promissory estoppel, unjust enrichment;
- d) quantum meruit, fraudulent or negligent misrepresentation, or any claims for slander, libel, defamation, invasion of privacy, emotional distress, compensatory or punitive damages, personal injury, or any other claim for damages or injury of any kind whatsoever; and

- e) any other claim made or which could have been made by Coleman, including any asserted by his attorneys in their October 27, 2023 letter, or which could have been asserted by Coleman against BMC, or which are in any manner connected with any of the acts, omissions, transactions, events, or matters related to Coleman's employment with BMC or separation therefrom.

Coleman further agrees, promises, and covenants to the full extent permitted by law, that neither he, nor any person, organization or any other entity acting on his behalf will file, charge, claim, sue, or cause or permit to be filed, charged or claimed, any further complaint, action for damages or other relief (including injunctive, declaratory, monetary relief or otherwise) against BMC involving any matter which occurred in the past up to the date of this Release.

3. **Conclusion of Employment and Cooperation on Transition.** The parties agree that Coleman voluntarily submitted resignation of his employment with BMC, effective 8:00 a.m. on Thursday, November 2, 2023. Coleman agrees to communicate, in good faith, with the BMC Board of Trustees and its designee(s) up to and including December 23, 2023, as necessary to meaningfully assist in transitioning his duties as President and CEO of BMC. Coleman's refusal to respond to inquiries or meaningfully assist in transition of his duties during this period shall be considered a material breach of this provision and shall terminate BMC's obligations to pay all ongoing base salary payments identified in Paragraph 1, Bullet 1, above.

Coleman agrees he shall not have access to BMC's premises on or after 8:00 a.m. on November 2, 2023, except to the extent he shall be provided with an escort to gather any personal items left by Coleman on BMC's premises. The time, location, and individual providing the escort shall be identified in accordance with the terms set forth in Paragraph 7, below, discussing Coleman's return of BMC Property and Work Product. Coleman further agrees he shall not contact any BMC employee, except as expressly directed by the BMC Board of Trustees or its designee(s), at any time after oral or written acceptance of the terms of this Agreement.

4. **No Future Employment.** Coleman agrees that he will not now or at any time in the future apply for or accept employment or reinstatement of employment with BMC and that he is not eligible for rehire under any circumstances.

5. **Joint Statement of Resignation.** The parties agree to issue the following, mutually agreed upon, joint statement regarding Coleman's resignation:

President and CEO Anthony Coleman to Depart Broadlawns

Des Moines, Iowa (November 2, 2023)—Broadlawns Medical Center Board of Trustees announced today that it has received and acknowledged the resignation of Broadlawns President and Chief Executive Officer, Anthony (Tony) Coleman, DHA.

Dr. Coleman assumed his responsibilities on December 6, 2021. During his almost two years at BMC, Dr. Coleman oversaw the completion of several significant projects, including construction of a community clinic near the Drake University campus; expansion of BMC's obstetrics department, and renovation of its

pediatrics clinic. "We appreciate Dr. Coleman's contributions to Broadlawns during his time in Des Moines and wish him well in the next chapter of his career," said Dave Miglin, Chairperson of BMC's Board of Trustees.

The Board is confident in the Broadlawns Executive Leadership Team and their passion for and commitment to Broadlawns and its patients. With existing leadership from this Team, continued stewardship by the Board of Trustees, and the support of its dedicated staff of over 1,400 employees, Broadlawns remains poised to continue providing high quality, accessible healthcare to the people of Polk County during this time of transition.

The Board plans to initiate a national search for a new President and CEO.

The parties further agree that BMC shall be permitted to incorporate a statement identifying any interim CEO, including his or her qualifications and experience, should said individual be identified prior to release of the above, mutually agreed upon joint statement. Incorporation of said paragraph and the content thereof shall be exclusively within the discretion of BMC, but shall make no further reference to Coleman.

6. **Employment Reference(s)**. In the event Coleman requests or requires an employment reference, Coleman shall direct the requesting party to submit the request for reference to the Vice President of BMC Human Resources. In the event BMC receives an employment reference request routed per the terms of this Paragraph, BMC will issue the following:

[To Whom It May Concern]:

I am writing to confirm Dr. Anthony Coleman's employment as the President and Chief Executive Officer of Broadlawns Medical Center from December 6, 2021 to November 2, 2023.

During his tenure, Dr. Coleman displayed leadership skills and dedication in fulfilling his duties. He managed day-to-day operations, contributed to our strategic direction, and addressed challenges as they arose. His work ethic and contributions were notable.

BMC shall decline to provide any additional information, reference, or recommendation.

7. **Return of Property and Work Product**. Coleman agrees that he has returned or will return any and all Property and Work Product of BMC, as defined by Paragraphs 14 and 15 of his Employment Agreement to BMC by or before 5:00 p.m. CDT on Friday, November 3, 2023. BMC shall designate an individual or individuals to receive all such Property and Work Product from Coleman and the location for receipt thereof. BMC shall inform Coleman of the time, location, and individual to whom Property and Work Product are to be returned to BMC through the parties' respective counsel. Coleman agrees he will deliver all BMC Property and Work Product in his possession in its current, working condition, and will take no action to alter, damage, or destroy BMC Property, Work Product, or data pertaining to his work duties contained on the electronic device(s) to be returned.

8. **Covenants.** Coleman agrees to abide by the terms of Paragraph 16 of his Employment Agreement for the period(s) identified therein, including as to use of "Confidential Information" obtained in connection with his employment and as to "Non-Competition and Non-Solicitation."

9. **Mutual Non-Disparagement.** Coleman agrees that he shall not, in any oral or written communications disparage BMC. For purposes of this Agreement, disparage is defined as conveying any false or untrue information about BMC that Coleman knows to be false or untrue, or conveying any information which may otherwise damage, negatively impact, or denigrate the reputation of BMC. For purposes of this Agreement, oral or written communications include but are not limited to all public or private interviews, oral statements, written statements, electronically displayed materials, and statements or other information displayed on social media or other internet sites, whether public or private in nature.

Those individuals, as of Thursday, November 2, 2023, who are members of Broadlawns Medical Center's Board of Trustees, on Broadlawns Medical Center's Executive Leadership Team (including Vice Presidents), or are Department Directors, shall not issue or authorize, any oral or written communications which disparage Coleman. For purposes of this Agreement, disparage is defined as conveying any false or untrue information about Coleman that said individuals know to be false or untrue, or conveying any information which may otherwise damage, negatively impact, or denigrate the reputation of Coleman. For purposes of this Agreement, oral or written communications include but are not limited to all public or private interviews, oral statements, written statements, electronically displayed materials, and statements or other information displayed on social media or other internet sites, whether public or private in nature.

10. **No Admission of Liability.** Neither this Agreement nor any act taken under or pursuant hereto shall in any way be construed as an admission by BMC that any matter alleged by Coleman is or was true or correct, or that BMC committed any unlawful act or were responsible for any other actionable act, deed, or omission. Rather this Agreement and payment of the settlement sum pursuant hereto, and the release and other terms contained herein are the result of a good faith compromise and settlement of disputed claims. BMC denies each and all adverse allegations made by Coleman, by and through his attorneys, and disclaim any liability, or any claim or cause of action alleged by him or made on his behalf therein. The parties acknowledge that BMC has entered into this Agreement for the sole purpose of settling and avoiding litigation and all claims and causes of action for which a release is granted hereunder and to avoid the burden and expense of litigation.

11. **Other Liens or Claims.** Coleman represents and warrants that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from or related to allegations advanced by Coleman and/or his attorneys, including any claims related to Medicare or Medicaid. Coleman agrees that Coleman, and not BMC, shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted. Coleman agrees to indemnify and hold harmless Releasees from any and all claims, demands, liens, subrogated interests, and causes of action of any nature or character that have been or may in the

future be asserted by any other person or entity, arising from or related to this Agreement, the payment of the Settlement Amount that is subject to this Agreement or the release set forth herein.

12. **Warranty.** Each party executing this Agreement represents and warrants that (a) such party is represented by counsel, has reviewed this Agreement with counsel, and understands and appreciates the scope and meaning of this Agreement; (b) such party is legally competent to execute this Agreement; (c) if this Agreement is being executed on behalf of a party by a duly authorized or other representative, said representative has proper authority, and is fully and legally empowered to execute and deliver this Agreement on such party's behalf; and (d) such party executes this Agreement of his or its own free will and accord and for the purposes expressed herein.

13. **Entire Agreement and Successors In Interest.** This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no agreements, promises, representations, warranties, covenants, or undertakings other than those expressly set forth herein. This Agreement may be amended only by a written instrument duly executed by the parties or their respective successors or assigns. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective transferees, affiliates, corporate parents, corporate subsidiaries, successors, and assigns.

14. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Iowa. The venue for any dispute arising out of or relating to this settlement agreement and release shall be in Polk County, Iowa.

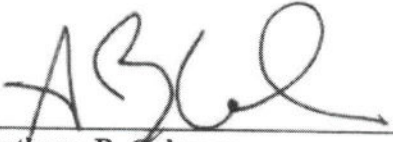
15. **Enforcement.** If any part, term or provision of this Release is held invalid or unenforceable to any extent, the remaining parts, terms and provisions of this Release shall not be affected thereby, but each part, term and provision of this Release shall be valid and enforced to the fullest extent permitted by law.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same document. The Parties further agree that a faxed copy or PDF version of the signed counterpart shall be treated as an original.

[INTENTIONALLY BLANK—SIGNATURES NEXT PAGE]

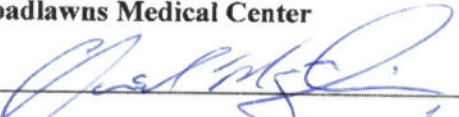
IN WITNESS WHEREOF the parties have executed this Settlement Agreement and Release on the respective dates indicated below.

Date: 11/2/23



Anthony B. Coleman

Date: 11/3/23

Broadlawns Medical Center
By 

Printed Name: Dennis W. [unclear]