

STATE APPEAL BOARD CLAIM FORM AND AFFIDAVIT

CLAIM NUMBER

(for Appeal Board use only)

This form is also available on the Internet at http://www.dom.state.ia.us/appeals/index.html

Submit to: STATE APPEAL BOARD, Department of Management, State Capitol, Room 12, Des Moines, Iowa 50319

DATE RECEIVED (for Appeal Board use only)

Directions: A TORT CLAIM MUST submit 3 complete sets of documents, an original claim form with any attachments and two claim form copies with attachments for EACH CLAIMANT and NOTARY public must sign. A GENERAL CLAIM MUST submit 2 complete sets of documents, an original and one copy with attachments for EACH. Please see specific directions on the back of this form that pertain to the type of claim you are filing.

1. NAME OF CLAIMANT (please print full name) CHRISTOPHER JAMES GODFREY 2. DATE OF BIRTH 11/26/1972

3. ADDRESS OF CLAIMANT (Street, City, State, Zip Code) 4. TELEPHONE: Home (515) Business () Email Address CHRISTOPHER.GODFREY@IWD.IOWA

5. CLAIMANT'S SOCIAL SECURITY NUMBER OR FEDERAL TAX IDENTIFICATION NUMBER

6. IDENTIFY STATE AGENCY OR DEPARTMENT INVOLVED STATE OF IOWA | OFFICE OF THE GOVERNOR

7. LOCATION OF ACCIDENT/INCIDENT (For Tort Claims Only) DES MOINES, POLK COUNTY, IOWA 8. DATE/TIME OF ACCIDENT/INCIDENT JULY, 2011

9. SELECT TYPE OF CLAIM: place an X in the box (A SEPARATE claim must be filed by each claimant for each of the three types of claims defined below.) (1) GENERAL AMOUNT OF CLAIM FOR TORT CLAIMS, INDICATE ONE OF THE FOLLOWING: (2) TORT CLAIM AGAINST THE STATE PROPERTY DAMAGES \$ (3) TORT CLAIM AGAINST STATE EMPLOYEE(S) PERSONAL INJURY \$ Give name and department of employee(s) WRONGFUL DEATH \$ SEE ATTACHMENT A

10. BASIS OF CLAIM (Please provide all the information required on the reverse side of this form. Attach separate sheets if necessary.) SEE ATTACHMENT A

11. NAME, ADDRESS, TELEPHONE # AND EMAIL ADDRESS OF ATTORNEY, IF ONE HAS BEEN RETAINED IN THIS CASE ROXANNE CONLIN, 319 7TH STREET, SUITE 600, DES MOINES, IA 50309 | 515-283-1111 | LDG@ROXANNECONLINLAW.COM

12. ATTORNEY'S SOCIAL SECURITY NUMBER OR FEDERAL TAX IDENTIFICATION NUMBER

I, the claimant, being duly sworn upon oath depose and state that I have read the supplied information and the same is true and correct to the best of my belief. Subscribed and sworn to before me this day of 200 My commission expires CLAIMANT'S SIGNATURE NOTARY PUBLIC

ATTACHMENT A

PARTIES

1. Claimant is, and at all times relevant to this Petition was, a resident of Des Moines, Polk County, Iowa.
2. State of IOWA, a sovereign state as defined in the Iowa Code, has its principal place of business in Des Moines, Polk County, Iowa.
3. TERRY BRANSTAD is, and at all times relevant to this Petition following his 2010 inauguration as Governor was, a resident of Des Moines, Polk County, Iowa. At all times relevant to this Petition, prior to his 2010 inauguration as Governor, TERRY BRANSTAD was a resident of Boone, Boone County, Iowa.
4. KIMBERLY REYNOLDS is, and at all times relevant to this Petition was, a resident of Osceola, Clarke County, Iowa, and Lieutenant Governor of Iowa.
5. JEFF BOEYINK is, and at all times relevant to this Petition was, a resident of Bondurant, Polk County, Iowa, and Chief of Staff to the Governor of the State of Iowa.
6. BRENNAN FINDLEY is, and at all times relevant to this Petition was, a resident of Dexter, Dallas County, Iowa, and Legal Counsel to the Governor of the State of Iowa.
7. TERESA WAHLERT is, and at all times relevant to this Petition was, a resident of Waukee, Dallas County, Iowa, and Director of Iowa Workforce Development.
8. TIMOTHY ALBRECHT is, and at all times relevant to this Petition was, a resident of West Des Moines, Polk County, Iowa, and Communications Director to the Governor of the State of Iowa.

FACTUAL BACKGROUND

9. On January 3, 2006, Claimant was appointed as Interim Workers' Compensation Commissioner for the State of Iowa by Governor Tom Vilsack. Claimant began work on or about January 9, 2006.

10. Claimant served as Interim Workers' Compensation Commissioner from the time of his appointment until he was confirmed by the Iowa Senate on April 11, 2007.

11. Claimant's initial appointment was for a partial term, as the previous Workers' Compensation Commissioner had resigned midway through a term. The partial term expired in 2009.

12. In 2009, Claimant was appointed by Governor Chet Culver to serve a six-year term as Workers' Compensation Commissioner for the State of Iowa. Claimant's appointment was confirmed by the Iowa Senate on March 30, 2009.

13. Claimant's current appointment will not expire until April 30, 2015.

14. Claimant's position, Workers' Compensation Commissioner, is statutory, mandated by Iowa Code § 86.1 (2011).

15. The duties of the Workers' Compensation Commissioner are defined by statute. Iowa Code §86.8 (2011).

16. Iowa Code § 86.1 (2011) established a six year term of office for the Workers' Compensation Commissioner.

17. Article IV, § 2 of the Constitution of the State of Iowa established a four year term of office for the Governor.

18. Article III, § 3 of the Constitution of the State of Iowa established a two year term for members of the Iowa House of Representatives.

19. Article III, § 5 of the Constitution of the State of Iowa established a four year term for Iowa State Senators.

20. The Iowa legislature set a \$69,045 to \$103,571 salary range for Claimant's position for the fiscal year beginning July 1, 2005. (Iowa Acts 177 § 4(1)(e) (2005)).

21. Claimant's salary from January, 2006, until June 29, 2007, was \$85,000 per year.

22. The Iowa legislature raised the maximum salary for Claimant's position to \$105,640 for the fiscal year beginning July 1, 2006. (Iowa Acts 1185 § 13(1)(e) (2006)).

23. The Iowa legislature set a \$71,115 to \$108,805 salary range for Claimant's position for the fiscal year beginning July 1, 2007. (Iowa Acts 215 § 14(1)(e) (2007)).

24. Effective June 29, 2007, Claimant's annual salary was increased to \$108,804.80, representing the maximum possible salary for Claimant's position.

25. The Iowa legislature set a \$73,250 to \$112,070 salary range for Claimant's position for the fiscal year beginning July 1, 2008. (Iowa Acts 1191 § 14(1)(d) (2008)).

26. Effective June 27, 2008, Claimant's annual salary was increased to \$112,068.84, representing the maximum possible salary for Claimant's position. Claimant's salary remained at this level until July 11, 2011.

27. The Iowa legislature has not amended the salary range for Claimant's position since the 2008 Iowa Acts.

28. While employed by the State of Iowa, Claimant has never been the subject of a disciplinary action.

29. In a letter dated December 3, 2010, TERRY BRANSTAD demanded Claimant's resignation.

30. Claimant refused to resign, because the six-year term to which he was appointed indicated that the Iowa Legislature intended for his position to be non-partisan and insofar as possible insulated from politics.

31. Following Claimant's refusal to resign, Claimant was summoned to a meeting with BRANSTAD, REYNOLDS, and BOEYINK. This meeting took place on December 29, 2010, at a campaign office in Urbandale, Iowa.

32. During the December, 2010, meeting, BRANSTAD, REYNOLDS, and BOEYINK again demanded Claimant's resignation.

33. Claimant informed BRANSTAD, REYNOLDS, and BOEYINK, at the December, 2010, meeting, of the many positive improvements he had instituted at the Workers' Compensation Division. Claimant further agreed to be supportive of the goals espoused by BRANSTAD insofar as doing so would conform to his duties and responsibilities.

34. BRANSTAD and REYNOLDS were inaugurated on January 14, 2011.

35. Claimant continued his work as Workers' Compensation Commissioner and received no complaints regarding his performance.

36. In July, 2011, Claimant was summoned to a meeting with FINDLEY and BOEYINK, political appointees of BRANSTAD. The meeting was held on July 11, 2011, at the Iowa State Capitol, at approximately 1:30 PM.

37. During the July, 2011, meeting, FINDLEY and BOEYINK demanded that Claimant resign his position. BOEYINK specifically referenced the December, 2010, meeting during the July, 2011, meeting.

38. Claimant again asserted that his position was non-partisan and further explained the quasi-judicial nature of the position. Claimant refused to resign.

39. FINDLEY and BOEYINK proceeded to intimidate and harass Claimant into resigning by telling him that his pay would be decreased to the bottom of his pay grade if he refused to resign. Claimant again refused on the basis that his position was not political and/or partisan.

40. FINDLEY and BOEYINK endeavored to intimidate and harass Claimant into resigning by telling him that his pay was being immediately reduced to \$73,250, the minimum amount authorized by the Iowa legislature for the position of Workers' Compensation Commissioner.

41. FINDLEY and BOEYINK made no mention of Claimant's performance of his duties during the July, 2011, meeting.

42. On July 11, 2011, upon returning to his office, Claimant confirmed with human resources that his salary had in fact been reduced to \$73,250.

43. Claimant has continued to perform his duties as Workers' Compensation Commissioner since the date that his salary was reduced.

44. Claimant's duties and responsibilities have not been reduced in any way since his original appointment as Workers' Compensation Commissioner.

45. The State of IOWA provides no appeal or grievance process for appointed state officers, such as Claimant.

BASIS OF CLAIM

UNJUST ENRICHMENT

46. Claimant has provided valuable services to the State of IOWA as the Workers' Compensation Commissioner since January, 2006.

47. The value of Claimant's service to the State of IOWA was established by the State's decision to compensate him with a \$112,068.84 annual salary from June 28, 2008, until July 11, 2011.

48. From July 11, 2011, until the present, the State of IOWA has only compensated Claimant \$73,250, an amount considerably less than the value of the services being provided by Claimant to the State.

49. The State of IOWA has been enriched by the services provided by Claimant as the State's Workers Compensation Commissioner.

50. The services received by the State of IOWA have been at the expense of the Claimant.

51. It is unjust to allow the State of IOWA to retain the benefit of Claimant's service, without properly compensating Claimant, as:

- a. The services provided by the Claimant have not decreased in value in any way.
- b. The compensation provided by the State of IOWA was decreased without cause.
- c. The expense to the Claimant in providing the services to the State of IOWA has not decreased in any way.

52. As a direct and proximate result of the State of IOWA's acts aforesaid, Claimant has in the past and will in the future suffer mental and emotional harm and anguish, anxiety, fear, depression, loss of enjoyment of life, degradation, disgrace, uncertainty, apprehensiveness, grief, restlessness, dismay, tension, and unease, pain and suffering, and has in the past and will in the future suffer loss of wages, loss of earning capacity, benefits, and other emoluments of employment.

WHEREFORE, Claimant demands judgment against the State of IOWA in an amount that will fully and fairly compensate for Plaintiff's injuries and damages, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Board finds may be just and equitable.

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

53. An implied contract existed between Claimant and the State of IOWA, whereby Claimant was to provide services as Workers' Compensation Commissioner and the State of IOWA was to remit payment of an annual salary of \$112,068.84, the reasonable value of Claimant's services.

54. Between June 29, 2007, and July 11, 2011, Claimant was paid at an annual rate of \$112,068.84, for his services.

55. The law implies in every contract a covenant of good faith and fair dealing, which forbids a party from unjustifiably hindering another from performing their duties under the contract.

56. The State of IOWA unjustifiably hindered Claimant's ability to perform his obligations under the implied contract by demanding his resignation for purely political purposes, implementing a hostile work environment at Iowa Workforce Development, reducing Claimant's salary without cause, and publicly making false statements regarding Claimant's work performance.

57. As a direct and proximate result of IOWA's acts aforesaid, Claimant has in the past and will in the future suffer mental and emotional harm and anguish, anxiety, fear, depression, loss of enjoyment of life, degradation, disgrace, uncertainty, apprehensiveness, grief, restlessness, dismay, tension, and unease, pain and suffering, and has in the past and will in the future suffer loss of wages, loss of earning capacity, benefits, and other emoluments of employment.

WHEREFORE, Claimant demands judgment against the State of IOWA in an amount that will fully and fairly compensate for Plaintiff's injuries and damages, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Board finds may be just and equitable.

BREACH OF CONTRACT

58. A contract existed between Claimant and State of IOWA, whereby Claimant was to provide services as Workers' Compensation Commissioner and IOWA was to remit payment of an annual salary of \$112,068.84, the reasonable value of Claimant's services. The term of the contract was six years, as established by state statute.

59. Between June 28, 2008, and July 11, 2011, Claimant was paid at an annual rate of \$112,068.84, for his services.

60. IOWA has failed and refused, and continues to refuse, to tender its performance as required by the contract in that Claimant is currently being paid at an annual rate of \$73,250, an amount considerably lower than the previously established \$112,068.84 annual rate.

61. The failure and refusal of IOWA to perform its obligations under the contract has damaged the Claimant.

WHEREFORE, Claimant demands judgment against the State of IOWA in an amount that will fully and fairly compensate for Plaintiff's injuries and damages, court costs, attorneys' fees, interest as allowed by law, and for such other appropriate relief as the Board finds may be just and equitable.