

**ARBITRATION NO. 01-23-0004-9225**  
**SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW, and AMY VON BORSTEL**  
**Grievants,**  
**v.**  
**WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES, State of Washington**

**SETTLEMENT AGREEMENT**

The parties in this case, SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW (SEIU 1199NW), and AMY VON BORSTEL, Grievants, and State of Washington, WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS), Employer, by and through the undersigned, desiring to fully and finally resolve and settle Arbitration No. 01-23-0004-9225, and all other claims related to AMY VON BORSTEL'S employment with DSHS, enter into this agreement under the following terms and conditions:

**A. SEIU 1199NW and AMY VON BORSTEL AGREE:**

1. Arbitration No. 01-23-0004-9225 concerning AMY VON BORSTEL'S discharge from employment is hereby withdrawn, and the right to pursue said grievance to arbitration as would otherwise be allowed under the collective bargaining agreement between the parties is hereby permanently relinquished. SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW, and AMY VON BORSTEL agree that failure to abide by this provision of this Agreement will allow DSHS to submit a copy of this Agreement as an absolute defense to the pursuit of such a grievance via arbitration or any other means, and entitle DSHS to recover from SEIU 1199NW any and all costs incurred by DSHS as a result of this action, subsequent to the date of final signature of this Agreement.

2. AMY VON BORSTEL agrees to resign her position with DSHS as a Registered Nurse 2 (RN2) effective November 8, 2022 and shall execute a non-revocable resignation contemporaneous with her signature to this Agreement which shall state: "I hereby resign my position as a Registered Nurse 2 with DSHS effective at the end of my shift on November 8, 2022."

3. AMY VON BORSTEL agrees to accept the sum of \$70,000.00 as full and final settlement for all monetary and other claims arising as a result of Arbitration No. 01-23-0004-9225, the demand for arbitration, and all circumstances underlying and resulting from same. This payment will be treated as wages for IRS purposes only, and subject to all mandatory federal deductions, withholdings and employer contributions, and will be reported on IRS Form W-2. AMY VON BORSTEL acknowledges and understands this payment does not qualify as compensation earnable and therefore is not subject to retirement contributions or deductions. This payment shall be made to AMY VON BORSTEL at 2602 Westridge Ave., Apt. X103, Tacoma, WA 98466 after DSHS receives written notice that Amy Von Borstel has withdrawn Arbitration No. 01-23-0004-9225 as required above.

4. SEIU 1199NW and AMY VON BORSTEL, her heirs, assigns or other successors in interest, agree to release the State of Washington, DSHS and its officers, employees and contractors from any and all claims and/or causes of action based upon actions taken in their official and/or individual capacity that arise out of or relate to the circumstances underlying and resulting from Arbitration No. 01-23-0004-9225 and the demand for arbitration of said grievance. This includes, but is not limited to any and all grievances, unfair labor practice complaints, claims arising under the Washington State Law Against Discrimination (WSLAD), The Americans with Disabilities Act (ADA), and the Family Medical Leave Act (FMLA), lawsuits, civil or otherwise, and all other statutory, common law and tort claims.

5. AMY VON BORSTEL agrees she will neither seek nor accept future employment with DSHS. The parties understand and agree that this paragraph is a material provision of this Agreement. If for any reason AMY VON BORSTEL is offered employment with DSHS, this Agreement may be used as the sole basis to rescind any offer of employment or to terminate employment.

6. AMY VON BORSTEL agrees to direct all inquiries from prospective employers to the Western State Hospital Human Resources Business Partner, who will respond only with dates of employment and job classification.

**B. DSHS AGREES:**

1. To accept AMY VON BORSTEL'S resignation in lieu of discipline.

2. To remove the disciplinary letter dated November 8, 2022 and all attachments thereto including the investigative report, from AMY VON BORSTEL'S personnel file and all other files, except the administrative legal defense file. Any and all documents retained in a legal defense file may be subject to public disclosure.

3. To pay AMY VON BORSTEL the sum of \$70,000.00 in consideration for her withdrawal of her grievance and her release of claims as set forth above, including but not limited to any potential claims for general damages, liquidated damages, attorney fees, statutory penalties such as double damages, and interest. This payment will be treated as wages for IRS purposes only, and subject to all mandatory federal deductions, withholdings and contributions, and will be reported on IRS Form W-2. This payment shall be made to Amy Von Borstel at 2602 Westridge Ave., Apt. X103, Tacoma, WA 98466 after DSHS receives notice that AMY VON BORSTEL has withdrawn her arbitration as required above. This payment and all other consideration described and provided for in this Agreement are full settlement for all claims arising out of the circumstances underlying and resulting from Arbitration No. 01-23-0004-9225, along with any other related pending or potential claims or actions.

4. DSHS agrees any and all employment inquiries regarding AMY VON BORSTEL properly referred by AMY VON BORSTEL to the Western State Hospital Human Resources Business Partner at DSHS will be answered only with dates of employment and job classification. No additional information will be provided unless DSHS receives a valid release and authorization to provide employment information, signed by AMY VON BORSTEL, in which case the DSHS will provide any and all information authorized by the release.

**C. THE PARTIES FURTHER AGREE:**

1. This Agreement constitutes full and final settlement of all legal and equitable claims or potential claims that SEIU 1199NW and AMY VON BORSTEL have or may have had against the State of Washington, DSHS, its officers, agents and employees, arising out of or relating in any way to AMY VON BORSTEL'S employment with DSHS, including the issues grieved under Arbitration No. 01-23-0004-9225.

2. This Agreement and the parties' mutual obligations under this Agreement do not constitute an admission by any party as to the validity of any claims or defenses of any other party.

3. THE PARTIES acknowledge they have read this Agreement and fully understand the terms and conditions contained herein and have had a full and fair opportunity to obtain any advice they deem necessary prior to signing this Agreement.

4. This Agreement may be released with or without authorization if required by lawful subpoena, by the rules of civil discovery, by judicial order, by applicable laws governing union requests for information or disclosure of public documents, or as necessary during the course of litigation.

5. This Agreement is not precedent setting and does not establish a practice.

6. This Agreement shall become effective on the date of the final signature of the parties and their authorized representatives and constitutes the full and entire agreement of the parties and resolution of all disputes that may exist between the parties, except as specifically noted within this Agreement. There are no written or oral representations, understandings, promises, or agreements directly or indirectly related to this Agreement that are not incorporated herein in full.

7. If any part of this Agreement is unenforceable for any reason, the remainder of the Agreement shall remain in full force and effect.

8. An electronic or photocopied signature to this Agreement shall be given effect as if it were an original signature. This Agreement may be executed in separate counterparts and each such counterpart shall be deemed as original with the same effect as if all Parties had signed the same document.

By signing this Agreement I acknowledge I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed: Linda C. Silva  
Date: 04/12/2024  
LINDA SILVA, Deputy Chief Executive Officer  
Western State Hospital  
Department of Social and Health Services

Signed: Brenda Moen  
Date: 4/17/2024  
BRENDA MOEN, Labor Negotiator  
Office of Financial Management

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
AMY VON BORSTEL

Signed: [Signature]  
Date: 4/12/2024  
Union Officer  
Service Employees International Union Healthcare 1199NW

3. THE PARTIES acknowledge they have read this Agreement and fully understand the terms and conditions contained herein and have had a full and fair opportunity to obtain any advice they deem necessary prior to signing this Agreement.

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By signing this Agreement I acknowledge I have read this Agreement, have had an opportunity to seek legal or other advice, and understand the terms of this Agreement.

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
LINDA SILVA, Deputy Chief Executive Officer  
Western State Hospital  
Department of Social and Health Services

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
BRENDA MOEN, Labor Negotiator  
Office of Financial Management

Signed:   
Date: April 1, 2024  
AMY VON BORSTEL

Signed: \_\_\_\_\_  
Date: \_\_\_\_\_  
Union Officer  
Service Employees International Union Healthcare 1199NW

Approved as to form:  
Signed: \_\_\_\_\_

Approved as to form:  
Signed: \_\_\_\_\_

Approved as to form:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_  
CHERYL L. WOLFE    WSBA 15555  
Senior Counsel  
Attorney for DSHS

Approved as to form:

Signed:  \_\_\_\_\_

Date: 4/12/2024  
LAUREL R. WEBB    WSBA 54774  
Attorney for SEIU