

**This material is part of a collection that documents the harassment, discrimination, and retaliation perpetrated against Alaska's women research scientists by their supervisor, with full knowledge (and arguably, "tacit approval") of their federal employer, the USDA Agricultural Research Service (ARS)**

G. Brooks Liswell  
USDA Office of the General Counsel  
Washington, D.C. 20250

March 21, 2011

Dear Mr. Liswell,

It has come to my attention (through a copy of a letter you sent to Mr. Joe Josephson) that the U.S. Department of Agriculture (herein the "Agency") is raising issues related to our August 19<sup>th</sup> Settlement Agreement. Please be aware that I am no longer represented by Josephson & Associates, and the appropriate corrections should be made to your records, in the event that you choose to contact me again.

Your Cease and Desist letter (received 15 March, 2011) stated that I am in violation of the Settlement Agreement. However, the allegations are incorrect.

Your first claim is that I violated the terms of the Settlement Agreement by emphasizing its confidentiality to the Anchorage Unemployment Insurance (UI) Claims Center. They would have liked to obtain a copy of the Settlement Agreement itself, but I did NOT provide a copy to them. Instead, I used the confidentiality paragraph (entry #9 of the agreement) to deflect further questioning concerning specific (monetary) terms of the agreement:

**Content Redacted**

This is standard wording for confidentiality agreements and does not represent any part of the settlement terms that we negotiated. However, to avoid further conflict I have redacted the document on my website.

Please note that during adjudication, (Alaska Department of Labor and Workforce Development, Appeal Tribunal, Docket # B 10 2533), the Agency's representative freely distributed the *entire* Settlement Agreement as evidence for the tribunal, in direct violation of entry #9 (of the Settlement Agreement). When I received my (pre-tribunal) copy of evidence being submitted by the Agency, the unabridged agreement was included as part of the package. The agreement was not specifically tagged with a confidentiality warning, suggesting that everyone processing tribunal appeals in Anchorage would have had access to the complete document.

Your second claim is that I violated entry #10 of the Settlement Agreement:

**Content Redacted**

As you should recall, this was one of the “negotiated” entries, where the Agency’s original wording was altered in order to reach an equitable compromise. Exhibit A is a copy of the first settlement draft that I was asked to approve. The markings I made that day are a testament to my objections to entry #2 (since attorney fees needed to be paid separately), and entry #4 (since my discriminatory work environment and inequitable work conditions were indeed the reasons for my “voluntary” resignation, and I wanted the Agency’s representatives to hold no illusions concerning the culpability of USDA administrative personnel). I also objected to entry #9:

**Content Redacted**

As written, entry #9 curtailed my Constitutional Right of Free Speech to the extreme point of prohibiting my future employment in science. I also was offended by the Agency’s attempt to suppress the truth of what had happened to women research scientists of the Agricultural Research Service (ARS) in Alaska. During the settlement talks with the EEOC Negotiator, I made no secret of my intention to publish a book about what I had been forced to endure while working for the ARS. The change in wording from draft to draft reflects our combined efforts toward crafting a document that all parties would sign.

Exhibit B is a copy of the second settlement draft (with my original markings), showing the requested changes to entry #2, and entry #4 (which has been renamed as entry #5 in this draft). However, entry #10 (previously called entry #9) was clearly still a point of contention. The negotiations reached an impasse and were about to break down due to the paragraph’s restrictive wording:

Exhibit C is a copy of the final Settlement Agreement, showing the compromise in wording that was eventually reached for entry #10:

**Content Redacted**

**Content Redacted**

**Content Redacted**

I repeatedly stated my refusal to be “gagged” concerning what had happened to me while working for the ARS. The interpretation (offered to me) of the language inserted into entry #10 was that I could publish my experiences, as long as I did not provide any documents (or provide any affidavits that would introduce my documents into evidence) in litigation against the Agency. In good faith, I signed the final Settlement Agreement, fully believing that I had protected my First Amendment Right to Free Speech.

In September 2010, I acted without malice when I created my website (JusticeSleeps.com). I used the forum to engage in a fair and honest search for truth by presenting information and documents related to the USDA Agricultural Research Service's actions against me while I was employed by the Agency. The readers were invited to decide the issues for themselves.

In summary:

I disagree with your claim that I violated the terms of the Settlement Agreement by releasing entry #9 (which represents standard wording for a confidentiality agreement) to the UI Claims Center of the Alaska Department of Labor and Workforce Development (DOLWD), especially since the Agency released the *entire* Settlement Agreement to the DOLWD's Appeal Tribunal staff.

I also disagree with your claim that I violated entry #10 of the Settlement Agreement by posting information on my website, as I sought to document my multi-year struggle for equality as a woman scientist working for the ARS. The paragraph you've cited (entry #10) was edited repeatedly during negotiations until I believed that I had ensured protection of my First Amendment (Freedom of Speech) Rights to “tell my story”, provided that I refrained from using my complaints against the ARS to support lawsuits in opposition to the Agency.

It is my belief that I have successfully honored all terms of the Settlement Agreement. Hopefully, you will concur that your Cease and Desist communication was unwarranted. If I have not heard from you within 30 days after your receipt of this letter (which I'm sending by certified U.S. mail), then I will consider this issue satisfactorily resolved for all parties concerned.

I appreciate your cooperation in this matter.

Sincerely,

Cindy Bower  
PO Box 1383  
Kodiak, AK 99615-1383