

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

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DR. ALLEN L. DIERCKS)	
Plaintiff,)	
v.)	Case No. CVCV302775
)	
THE CITY OF DAVENPORT, IOWA)	
an Iowa Municipal Corporation,)	AFFIDAVIT OF JUDITH LEE
THE CITY COUNCIL OF THE)	
CITY OF DAVENPORT , and City)	
Attorney THOMAS D. WARNER ,)	
Defendants.)	
)	
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STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

I, **Judith Lee**, after being duly sworn, testify and affirm to the following:

1. I am a resident of the City of Davenport, Iowa.
2. I was a Davenport Alderwoman representing the 8th Ward for the City of Davenport from January 1, 2020 through December 31, 2023, who served as a member of the Davenport City Council.
3. The City Council has sole authority pursuant to Section 364.1 and 364.2 of the Iowa Code, to approve contracts for the City, by voting in an open meeting of the council by motion or resolution on a contract.
4. Further, Section 2.40.020(L) of the Davenport City Code specifies that the City Council’s consent must be given for all settlements made by the Corporation Counsel that are more than the monetary amount of fifty-thousand (\$50,000.00) dollars.

5. As an Alderwoman, one of my and my colleagues' responsibilities was to approve contracts between the City and a third party, including any settlement agreements more than the monetary amount of \$50,000.00.

6. In the performance of my duties as an Alderwoman of the City of Davenport:

a.) I was not provided, nor requested for review, nor did I approve, consent to, or vote in an open meeting or even in a closed meeting on the purported document labeled as a settlement agreement, made between Thomas D. Warner and Corrin Spiegel, for 1.6 million dollars that was signed by Warner and Spiegel on October 6, 2023;

b.) I was not provided, nor requested for review, nor did I approve, consent to, or vote in an open meeting or a closed meeting on the purported document labeled as a settlement agreement, made between Thomas D. Warner and Tiffany Thorndike, for \$157,500.00 on September 8, 2023;

c.) I was not provided, nor requested for review, nor did I approve, consent to, or vote in an open meeting on the purported document labeled as a settlement agreement, made between Thomas D. Warner and Samantha Torres, for \$140,000.00 on September 8, 2023.

7. I was never approached by any member of the Davenport Legal Department, the Mayor or any member of the City Council in any way regarding the Spiegel settlement agreement document, the Thorndike settlement agreement document, or the Torres Settlement agreement document, before Thomas D. Warner signed these three agreements, nor was I present at any open or closed session in which a vote to approve any of the written agreements were taken by any number of the 10 members of the Davenport City Council.

8. I was not informed of, made aware of or involved in any closed meeting or open City Council meeting votes on these three settlements.

9. I was not informed of, made aware of or involved in the agreements with Thorndike or Torres until they were made public via Freedom of Information Act requests.

10. I was expressly excluded by Thomas D. Warner in writing and by email, from receiving an email from Thomas D. Warner, dated Wednesday September 6, 2023 at 3:39 PM, regarding Warner receiving proposals to “amicably end” City employment from Tiffany Thorndike and Samantha Torres.

11. I only became aware of the September 6, 2023 at 3:39 PM email that Thomas D. Warner sent to Aldermen JJ Condon, Maria Dickman, Rick Dunn, Kyle Gripp, Ben Jobgen, Marion Meginnis, and Robby Ortiz, and Mayor Matson and the monetary offers identified in paragraph 6. (b) and (c) of this affidavit when they became publicly available through a Freedom of Information request by a member of the public.

12. Aldermen Derek Cornette and Tim Kelly were also explicitly excluded, in writing, from receiving the September 6, 2023 at 3:49 PM email from Thomas D. Warner, attached as Ex. 1.

13. I was not made aware of any demands nor was made aware of negotiations initiated between Corrin Spiegel and Thomas D. Warner until I attended the executive session on October 4, 2023, at which it was discussed.

14. At that executive session, Thomas D. Warner asked the Davenport Council members present whether he could continue negotiations with Spiegel but never stated any specific items that were being considered, except for the settlement amount documented in paragraph 6. (a) of this affidavit.

15. All nine remaining aldermen, including myself, received an email from Thomas D. Warner on October 6, 2023 at 12:01 PM stating “The plane landed yesterday. We have been working on wordsmithing some language since.” “Landing the plane” was the code phrase Thomas D. Warner used in the executive session on October 4, 2023 in reference to his agreement with Corrin Spiegel. I did not receive any other emails prior to or after the signing of

the Spiegel settlement agreement on October 6, 2023 nor was I ever provided the details of the agreement or have the opportunity to review the Spiegel agreement before Warner's signature later that day on October 6, 2023. *See attached October 6, 2023 email from Thomas D. Warner.*

16. Subsequent to that executive session meeting on October 4, 2023, I did not attend any further executive sessions prior to the end of my service on December 31, 2023 on the City Council as 8th Ward Alderwoman.

17. I attended the December 13, 2023 City Council meeting by phone because I was out of the state.

18. The archived video of that meeting shows that I was neither physically present nor was on the city phonenumber, when the public vote allegedly ratifying on all three agreements by City Council was taken.

19. The archived meeting video of the December 13, 2023 City Council meeting showed that I was not asked by the Deputy City Clerk Brian Krup if I was still on the city phonenumber at the time of the vote to ratify these three agreements, as Mr. Krup did for Alderwoman Dickman.

20. I therefore did not vote on the alleged ratification of these three settlement agreements on December 13, 2023.

21. If these three settlement agreements had come before the City Council for an open session vote prior to December 13, 2023, I attest that I would have voted "No" on each agreement.

22. My good faith belief as a former Davenport alderwoman is that each of the Thorndike, Torres, and Spiegel settlement agreements was unlawfully signed by Thomas D. Warner on September 8, 2023 and October 6, 2023, outside of his authority, without public notice, public

hearing, notice to the entire City Council nor public discussion and roll call votes by the entire Davenport City Council.

23. I was not provided with, nor requested by anyone with the City to review, nor did I approve or consent to the public press release that was issued by the “City Council” after the vote, which stated that the City Council agreed to the wording and approved the press release prior to its public release.

24. The October 6, 2023 agreement signed by Corrin Spiegel and Thomas D. Warner was notarized by assistant city attorney Brian Heyer.

25. This October 6, 2023 settlement agreement notary language states the following:

“Subscribed and sworn to before me on the 6 day of October, 2023 by Thomas D. Warner, Corporation Counsel, **who duly states he has received unanimous Council consent to execute the same.**” [emphasis added]

26. I have never seen this type of language as shown in paragraph 23 appear, in a notary signed by an official of the City of Davenport before.

27. I understand that a notary simply attests that the person signing the document is indeed the signatory based on presented identification, and the acting notary of a particular signatory is not intended to affirm substantive statements or findings regarding persons not present at the time of signature.

28. I do not believe that Mr. Heyer, Mr. Warner’s direct subordinate, had the authority as a notary to affirm such a statement.

29. I was not present at the time of Warner’s signature and Heyer’s notarization of Warner’s signature.

30. It is my good faith belief that this statement made regarding the alleged unanimous consent of the Davenport City Council, of which I was a member at the time, is a false statement, with no evidence that I provided my approval to the agreement in any way.

31. As I was not aware of any negotiations or agreements with Thorndike and Torres until they became public via Freedom of Information Act requests, it is my good faith belief that the alleged unanimous consent claim of the Davenport City Council, of which I was a member at the time, is a false statement.

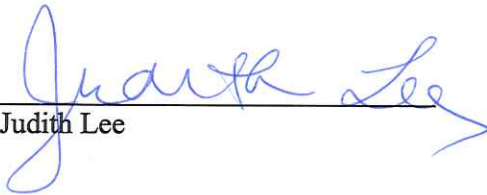
32. My good faith belief as a former Davenport alderwoman is that all three of these contracts signed by Thomas D. Warner with Tiffany Thorndike, Samantha Torres and Corrin Spiegel were each a VOID contract.

33. My good faith belief as a former Davenport alderwoman is that the Davenport City Council had no authority to allegedly “ratify” these three contracts on December 13, 2023 because the City Council cannot ratify a void contract.

34. My good faith belief as a former Davenport alderwoman is that the City Council cannot approve any of the three settlements in a closed session; the council must publicly vote in an open session to approve the settlement.

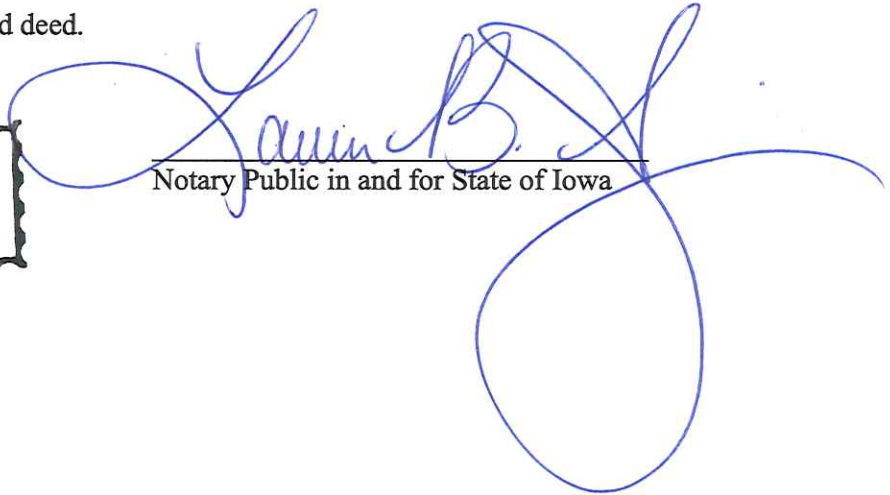
35. My good faith belief as a former Davenport alderwoman is that former city attorney Thomas D. Warner never complied with Section 364.2 Iowa State law or City Code Section 2.40.020(L) in executing these three settlements made by attorney Warner.

Dated this 15 day of April, 2024.


Judith Lee

On this 15th day of April, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Judith Lee, known to me to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for State of Iowa