

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is made by and between the City of Muscatine (collectively "City of Muscatine" or "Defendant") and Chad Yocom ("Yocom"). "The Parties" are the Defendant and Yocom.

Recitals

- A. Yocom sent a Demand to the City of Muscatine in response to his termination.
- B. In response to the Demand, the Defendant denied and continues to deny the allegations on which Yocom based his Demand.
- C. The Parties now intend to resolve fully any and all disputes, claims, issues and differences between them including, but not limited to, all claims alleged in the Demand and, and any and all other claims, demands or causes of action which arose prior to the effective date of this Agreement.

Agreement

NOW THEREFORE, in consideration of the mutual promises and performances set forth herein, the sufficiency of which the Parties expressly acknowledge, the Parties hereby agree as follows:

1. **Non-Admission of Liability.** This Agreement shall not be construed as an admission by the City of Muscatine of any wrongdoing or any violation of any federal, state, or local statute or ordinance or any enforceable right of Yocom. The Defendant specifically disclaims any wrongdoing whatsoever against Yocom.

2. **Payment.** On or after the Effective Date, the City of Muscatine or others on its behalf will pay the total sum of \$82,500.00 (Eighty-Two Thousand Five-Hundred Dollars and 00/100) ("Settlement Amount") as described below:

- A. A check payable to Yocom in the amount of \$73,865 (Seventy-Three Thousand Eight Hundred Sixty-Five Dollars) designated as emotional distress damages. A 1099 will be issued to Yocom for this payment.
- B. A check payable to Newkirk Zwagerman, P.L.C. in the amount of \$3,835 (Three Thousand Eight Hundred Thirty-Five Dollars and 00/100) for attorney's fees, expenses and costs.
- C. A check payable to Shuttleworth & Ingersoll P.L.C. in the amount of \$4,800 (Four Thousand Eight Hundred) for attorney's fees, expenses and costs.

Should any additional taxes be found due, Yocom agrees to be responsible for such taxes.

3. **Return of Equipment.** The Defendant shall return all equipment in its possession that it previously purchased from Yocom on April 6, 2021. **Attachment A.** Yocom is entitled to fair use of any material created while employed at Musser Library but may not use such material in a fashion that is illegal or in violation of the rights of the Defendant or any individual featured in the videos.

4. **Yocom's Release of All Claims.** In consideration of the promises and performance set forth herein, Plaintiff hereby releases and forever discharges City of Muscatine and its current and former elected and appointed officials, officers, employees, and agents, the Iowa Community Assurance Pool, Gallagher Bassett Services, Inc., RPA, Risk Program Administrators, and its affiliates, and each of their officers, directors, employees, successors and assigns ("Releasees") from any and all demands, claims, causes of action, obligations, agreements, promises, representations, damages, suits and liabilities whatsoever, of any kind or nature in law or in equity, that exists as of the date this Agreement is executed, whether developed or undeveloped, known or unknown, foreseen or unforeseen. Yocom acknowledges that Yocom consciously intends these consequences even as to claims for damages that may exist as of the date of this Agreement, but which Yocom does not know exist, and which, if known, would materially affect Yocom's decision to execute this Agreement, regardless of whether Yocom's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The claims Yocom is releasing include (without limiting the generality of the foregoing) all claims, demands, or actions which were or could have been asserted by Yocom in the Petition; all claims arising under the Family and Medical Leave Act ("FMLA"), the Consolidated Omnibus Budget Reconciliation Act ("COBRA"), the Americans with Disabilities Act ("ADA"), the Fair Labor Standards Act ("FLSA"), the Employee Retirement Income Security Act of 1974, the Rehabilitation Act of 1973 ("ERISA"), the Civil Rights Act of 1868 (42 U.S.C. §§ 1981 and 1983); Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991, the Age Discrimination in Employment Act ("ADEA"), the Worker Adjustment and Retraining Notification Act ("WARN Act"), the Equal Pay Act of 1963, the Iowa Civil Rights Act of 1965 as codified in Iowa Code Chapter 216, the Iowa Whistleblower Act, Iowa Code § 70A.29, Iowa Code chapters 91A, 92, 729, and 729A, Iowa Code section 607A.45, Iowa Code section 49.109, any other federal, state, or local statute or regulation, including but not limited to those regarding employment, discrimination in employment, age discrimination, disability discrimination, employee benefits discrimination, harassment, sexual harassment, retaliatory discharge, payment of wages, the termination of employment, defamation, tortious interference with contract, tortious interference with economic advantage or other intentional torts; and any claims arising under the common law of the State of Iowa or any other state, except for claims which cannot be legally released.

5. **Reapplication for Employment.** Yocom agrees to not seek employment with the City of Muscatine and Musser Library and agrees that he will not be entitled to any action against the City of Muscatine and Musser Library for refusing such application for employment.

6. **Neutral Reference of Employment.** Musser Library will supply Yocom with a neutral letter of reference stating his position, rate of pay, dates of employment, and the fact that the Channel 5 program was ended by the Musser Library.

7. **Resignation in Lieu of Termination.** Yocom is allowed to submit a letter of resignation to be retained in his personnel file. If called for a reference, Defendant shall provide information on employment as required by Iowa Code Chapter 22 which is an open record and will direct requests for such a reference to its management-level staff.

8. **Interpretation of Agreement.** Each party to this Agreement and their attorneys has reviewed this Agreement, and accordingly, this Agreement shall not be construed for or against any party by reason of source of drafting. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part of this agreement and release shall be severed from the remaining portions, provisions, or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions, or parts.

9. **Warranty of Authority to Execute Agreement.** The signatories to this Agreement represent and warrant that each has the right and authority to execute this Agreement in their individual and/or representative capacity, as applicable. In entering into this Agreement, no Party has relied on any representations or warranties of any other Party, other than the representations or warranties expressly set forth within this Agreement. The Parties intend this Agreement to be legally binding. The Parties are legally able to give and entitled to receive the consideration being provided in settlement of Yocom's Claims and Demands. The Parties have not been involved in any bankruptcy or other insolvency proceedings at any time since the aforementioned Demand was sent.

10. **Third Party Interests.** Yocom represents that he knows of no person or entity who/that has paid any amount on his behalf for which any other person or entity may seek, claim or attempt to recover as a subrogee of Yocom against the City of Muscatine. If such lienholder, subrogee, or any person/entity with a third-party interest exists, Yocom agrees to satisfy those third-party interests out of the settlement proceeds which Yocom receives and further agrees to indemnify the City of Muscatine for any such claims or interests that are asserted thereby. Yocom further represents that Yocom has not assigned any of the Claims or Demands to any other person or entity.

11. **Entire Agreement.** This Agreement constitutes the entire agreement, written and oral, of the parties hereto, and it supersedes and replaces all prior negotiations, proposed agreements, understandings, representations, and agreements, written or oral.

12. **Amendment, Modification, Waiver.** This Agreement may not be amended, modified, or changed unless the changes are in writing and signed by all of the Parties hereto. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provision hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or at any future time of such provision or of any other provision hereof.

13. **Additional Representations.** The Parties, without further consideration, agree to execute and deliver such other documents and take such other action as may be necessary to affect delivery of the Settlement Amount, each party paying their own costs, including, but not limited

to execution of necessary documents to execute the timely payment of the Settlement Amount noted above.

14. **Fees and Costs.** Each party hereto will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter, with the exception of the payments noted within Paragraph 2 above.

15. **Choice of Law; Consent to Jurisdiction.** This Agreement will be governed by and construed under the laws of the state of Iowa. The Parties understand that they consent to the personal jurisdiction of the state and federal courts in Iowa with respect to any action seeking to enforce the terms of this Agreement.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. Copies or facsimiles of signatures shall be the equivalent of original signatures.

17. This Settlement Agreement and Release is subject to approval of the City Council of Muscatine.

Please read carefully. This document includes a release of substantial claims and rights you may have. By signing this document, you are acknowledging that you have read the foregoing document, that you understand its terms, and that you are freely and voluntarily signing the same after first being advised to consult your own attorney.

Date: 4/25/25

M Chad Yocom
Chad Yocom

Date: 5-2-25

The City of Muscatine

By: [Signature]

Title: Mayor