

GENERAL RELEASE

The undersigned, Chris Anthony Ward (“Plaintiff”), states:

1. The Plaintiff, individually and on behalf of his successors and assigns, (collectively “the Plaintiff”), in consideration of the payment to him in the sum of Fifty Thousand Dollars (\$50,000.00), does fully release and forever discharge Alan R. Ostergren, individually and in his official capacity as county attorney for Muscatine County, Quinn Riess, individually and in his official capacity as a law enforcement officer for the Muscatine County Sheriff’s Office, Dave White, individually and in his official capacity as county sheriff for Muscatine County, C. J. Ryan, individually and in his official capacity as county sheriff for Muscatine County, and Muscatine County, Iowa, and all of its employees, officers, directors, elected officials, its independent contractors and agents, including all subsidiary, parent, and affiliate entities, the Iowa Communities Assurance Pool (ICAP), American Risk Pooling Consultants, Inc. (ARPCO), York Risk Services Group, Inc., York Risk Pooling Services, Inc., Public Entity Risk Services of Iowa (PERSI) (the “Released Parties”) from any and all liability in their personal, individual, or official capacities, for all claims arising from the 2015 investigation by Muscatine sheriff’s office and the Muscatine county prosecutor of Plaintiff in connection with changing the electric utility rates in the City of West Liberty in 2013 and that is at issue in a lawsuit filed in In the United States District Court for the Southern District of Iowa Eastern Division, Law Number 3:17-cv-00077-RGE-SBJ, Chris Anthony Ward, Plaintiff, v. Alan R. Ostergren, individually and in his official capacity as county attorney for Muscatine County, Quinn Riess, individually and in his official capacity as a law enforcement officer for the Muscatine County Sheriff’s Office,

Dave White, individually and in his official capacity as county sheriff for Muscatine County, C. J. Ryan, individually and in his official capacity as county sheriff for Muscatine County, and Muscatine County, Iowa, Defendants. Release of liability includes all common law, statutory, and other causes of action, including damage claims of any sort, attorney's fees, and costs which Plaintiff may have or claim to have as of the date of this Release.

2. On January 25, 2018, Defendants filed a Motion to Dismiss the entire Complaint, Counts I-VII. The Court, on May 31, 2018, granted the Motion as it related to Count I, Count II, Count IV, and Count V, and as a result those Counts were dismissed. Count III, alleging a claim under the Iowa Constitution, was temporarily stayed and Count VI, alleging intentional interference with a third-party contract was denied under the motion to dismiss standard. Defendants Ryan and White were dismissed as parties. Thereafter, on August 22, 2018, the Court denied the Motion to Dismiss as it related to Count III, under the motion to dismiss standard.

3. Plaintiff recognizes that the Released Parties will comply with the Iowa Open Records Act.

4. Plaintiff is solely responsible for any and all tax liability related to this payment and will defend, indemnify, and hold harmless the Released Parties from any such tax liability.

5. Neither party will make any negative or disparaging statements against or about the other party, regarding the factual allegations made in the claim, maligning, ridiculing, defaming, or otherwise speaking ill of the other party, and their business affairs, practices or policies, standards, or reputation (including but not limited to

statements or postings harmful to the other party's business interests, reputation or good will) in any public form or forum (including but not limited to orally, in writing, on social media, internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to this Agreement and the factual allegations made in the claim or any matter covered by the release within this Agreement. Nothing in the Agreement shall, however, be deemed to interfere with each party's obligation to report transactions with appropriate governmental, taxing and/or registering agencies. Plaintiff recognizes that the Released Parties will comply with the Iowa Open Records Act.

6. Plaintiff agrees any action or proceeding that has been initiated or filed related to the incident will be immediately dismissed with prejudice.

7. This Release is executed as a compromise settlement of a disputed claim. The Released Parties deny that they have done anything improper or illegal concerning the incident described in this Release, and this Release does not constitute an admission of liability on the part of any person or entity. No other promises have been made by the Released Parties, or by any person or entity acting on their behalf. This Release covers all injuries and damages whether presently known or not.

8. Plaintiff represents that he does not know of any person or entity that has paid any amount on his behalf that would entitle anyone to recover as a lienholder or subrogee of Plaintiff against the Released Parties. If such lienholder, subrogee, or any person/entity with a third party interest exists, Plaintiff agrees to satisfy those third-party interests out of the settlement proceeds and further agrees to defend, indemnify, and hold

harmless the Released Parties for any claims or interests that are asserted. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses. Plaintiff further represents that he has not assigned his claim to any other person.

9. Plaintiff is executing this Release solely upon his own knowledge, belief, and judgment and not upon any representation made by the Released Parties. Plaintiff acknowledges that he has had the opportunity to consult with an attorney of his choice.

10. Plaintiff represents that he is not currently receiving Medicare benefits and that Medicare has not made any conditional payments on his behalf related to his claims in this matter. Plaintiff has not and will not apply for Social Security Disability benefits related to this incident. Plaintiff does not anticipate any future Medicare-eligible expenses related to any injuries for which he is making a claim. Because no future Medicare-eligible expenses are anticipated, no part of the settlement is being set aside for Medicare. Plaintiff agrees to defend, indemnify, and hold harmless the Released Parties from any interest asserted by Medicare. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses.

11. This Release constitutes the entire agreement between Plaintiff and the Released Parties. It supersedes all prior Releases and understandings, whether oral or written, relating to Plaintiff's alleged injuries and damages related to the incident described in this Release.

12. It is the intent of Plaintiff and the Released Parties to end any dispute among them pertaining to the matters described in this Release. This Release should be broadly construed to achieve this intent. The terms, provisions, representations, and

remedies contained in this Release shall be enforceable to the fullest extent permitted by law. If any term of this Release is found to be invalid or unenforceable, then such term shall be construed in a manner permitting its enforcement to the fullest extent allowed by the law. In any case, the remaining provisions of this Release other than those which have been held invalid, illegal, or unenforceable, shall not be affected or impaired and shall remain in full force and effect. This Release will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.



Chris Anthony Ward Plaintiff

Date Plaintiff signed: 12-27-18


Ted W. Paxton, Witness

Date Witness Signed: 12/7/18

