

GENERAL RELEASE

The undersigned, Elder Soto-Tejada (“Plaintiff”), states:

1. The Plaintiff, individually and on behalf of his successors and assigns, in consideration of the payment to them in the sum of Fifty Thousand Dollars (\$50,000.00) (distributed in two separate drafts Thirty Thousand Dollars (\$30,000.00) made payable to Elder Soto-Tejada and Twenty Thousand Dollars (\$20,000.00) made payable to Alfredo Parrish PLLC (Plaintiff’s counsel)) does fully release and forever discharge Ryan Dehl, Individually and in his official capacity as a City of Marshalltown Police Officer, Michael W. Tupper, Individually and in his official capacity as the Chief of Police of the City of Marshalltown, and the City of Marshalltown, and all of its employees, officers, directors, elected officials, 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 for all claims arising from a pursuit of a traffic stop ending allegedly on the Plaintiff’s property in Marshalltown, Iowa, on or about March 21, 2022. This 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. 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.

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

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

5. 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.

6. Plaintiff represents that she 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 she has not assigned his claim to any other person.

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

8. 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.

9. 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.

10. It is the intent of Plaintiff and the Released Parties to end any dispute between 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.

Elder Soto-Tejada, Plaintiff

Date Plaintiff signed: _____

_____, Witness

Date Witness Signed: _____