

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Jennifer Williams (“Williams”) filed a lawsuit against the City of Indianola, Iowa, the Indianola Police Department, and Robert Hawkins, Rick Largesse, and Justin Keller, in their individual capacities (collectively “IPD”) seeking damages in connection with her employment with the Indianola Police Department (“Employer”) and the termination of her employment, and IPD have denied the claims and asserted defenses in response thereto, which Lawsuit is pending in the Iowa District Court for Warren County as Case No. LACV040321 (the “Lawsuit”); and

WHEREAS, IPD have denied any liability for the claims made and the damages sought by Williams in the Lawsuit; and

WHEREAS, Williams and IPD have now agreed to settle their dispute and all matters between them relating to or arising out of Williams’ claims of discrimination, breach of contract, amongst other claims, and any other matters raised or which could have been raised relating to her employment with the Employer and the termination of her employment, including but not limited to the claims in the Lawsuit;

WHEREAS, Williams and IPD now wish to confirm and memorialize their settlement of the Lawsuit and disputes between them relating to the matter,

NOW, THEREFORE, Williams and IPD agree as follows:

1. **RELEASE.** In consideration of the covenants, promises, and conditions herein contained and the amounts to be paid hereunder, receipt of which is hereby acknowledged, Williams, for herself and her heirs, legal representatives, successors and assigns, hereby releases and discharges IPD and their successors, predecessors, affiliates, representatives, employees, agents, officials, officers, directors, attorneys, insurers and assigns from any and all claims, causes of action, damages, liabilities, expenses, fees, and costs, which Williams ever had, now has, or

may have in the future for any losses, injuries, or damages, which occurred prior to the execution of this Agreement, whether anticipated or unanticipated, arising from, arising out of, or directly or indirectly connected with Williams' employment, the termination of her employment, and her claims against IPD. Williams releases IPD from any claims that have been made or could be made involving her employment with the Employer to and through the date of the execution of this Agreement. It is further agreed that the Release includes, but is not limited to, any claims to and through the date of the execution of this Agreement for discrimination based on the Age Discrimination in Employment Act, Title VII of the Equal Employment Opportunities Act, the Iowa Civil Rights Act, the Fair Labor Standards Act, Iowa Code Chapter 91A, the Americans with Disabilities Act, the FMLA and any and all other claims, whether statutory or common law.

IPD hereby releases any and all claims against Williams, which it may have, known and unknown, as of the date of this Agreement.

2. PAYMENT AND OTHER TERMS. In consideration of the promises contained in their Agreement, and in full and final settlement of the claims the Parties may have or could have against each other in the Lawsuit, the Parties agree:

(a) IPD will pay \$10,000.00 to Williams to be allocated as wages, subject to applicable withholding, and reported on a Form W-2.

(b) IPD will pay \$290,000.00 to Williams for emotional distress claims, which will be reported on Form 1099-MISC.

(b) IPD will issue a check in the amount of \$200,000.00 made payable to Williams' attorney, Roxanne Conlin, to compensate Williams for any claims she has for attorneys' fees, expenses, and costs. A Form 1099 will be issued to Conlin in accordance with IRS rules and regulations.

3. NO REHIRE/REAPPLICATION: Williams further acknowledges that she has no reinstatement or re-hire rights with IPD in any capacity, and she agrees that she will not apply for employment with IPD at any time in the future.

4. NON-ADMISSION AND STATEMENT. The Parties to this Agreement recognize that any payments or agreements made pursuant hereto are not an admission of any liability by IPD. Their settlement is made for the purposes of avoiding the costs and risks of litigation.

5. DISMISSAL OF LAWSUIT. Once the payment is made in accordance with paragraph 2 above, Williams agrees to dismiss with prejudice all claims pending in the Lawsuit, and any appeal therefrom, and further agrees that her contentions and claims for relief asserted in the Lawsuit are dropped for all purposes and all times. The only payment to be made by IPD for costs of suit and attorney fees is the payment set forth in paragraph 2. Payments made pursuant to paragraph 2 shall be held by counsel for Williams until notices dismissing all claims pending in the Lawsuit, and any appeal therefrom, are filed. Williams acknowledges and agrees she is not a prevailing party in the Lawsuit.

6. SEVERABILITY. If any portion or portions of this Agreement are held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining portions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

7. CONSIDERATION OF AGREEMENT. Williams represents that she has discussed the terms of the settlement with her counsel and her counsel has answered her questions relating to this Agreement.

8. TAX MATTERS. Williams acknowledges that IPD does not warrant or represent any tax consequences of this Agreement, and she is relying on her own counsel and/or tax advisors and not on IPD in that regard. If the Internal Revenue Service or the Iowa Department of Revenue disagree with the tax treatment of this settlement payment, Williams agrees to indemnify the Employer for any charges, payments, fines, fees or other costs incurred in connection therewith except as prohibited by law.

9. CHILD SUPPORT LIENS. Williams expressly affirms she is unaware of any child support liens, Income Withholding Orders, or demands for money owed to a government office, in any state, pertaining in any way to child support owed by Williams. Williams shall satisfy any and all liens any court or state's department of human services or child support recovery units have at the time of entering into this Agreement for child support with the settlement proceeds. If any claim is asserted against Williams or the Released Parties in regard to any type of child support lien or similar entitlements or claims relating to Williams and this Agreement, Williams will fully indemnify, defend, and assume the cost of defense of Employer or its agents against such claims, and hold Employer harmless from, any and all damages or losses Employer may incur, including but not limited to attorneys' fees and costs. The Parties further understand and acknowledge that any present or future action or decision by a state child support office, court, or applicable department of human services related to this Agreement will not render this Settlement Agreement and Release void or ineffective, or in any way affect the finality of this Settlement Agreement and Release.

10. GOVERNING LAW. The Agreement shall be governed and construed in accordance with the laws of the state of Iowa.

11. ENTIRE AGREEMENT. Each Party acknowledges and agrees that no representations or promises have been made to or relied upon by any of them or by any person(s) acting for or on their behalf about the subject matter of this Agreement which are not specifically set forth herein. All prior representations and promises made by any Party to another, whether in writing or orally, are understood by the Parties to be merged in this Agreement.

12. ATTORNEYS' FEES. Williams agrees and acknowledges that any claim for attorneys' fees by her attorney is her sole responsibility and the payments set forth in paragraph 2 above constitute the total payments owed Williams hereunder.

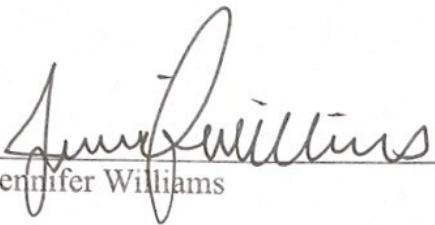
13. MEDICARE REPRESENTATIONS. Williams represents that she is not currently receiving Medicare benefits and Medicare has not made any conditional payments on her behalf. Williams has not and will not apply for Social Security Disability benefits related to this incident. Williams does not anticipate any future Medicare-eligible expenses relative to any injuries suffered while an employee of the Employer. Because none of the parties anticipate any future Medicare-eligible expense, no part of the settlement is being set aside for Medicare. Williams agrees to defend, indemnify, and hold IPD harmless 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.

14. REMEDIES FOR BREACH. It is understood and agreed that the Parties expressly rely upon the promises, representations, and warranties made in the Agreement; that any breach of such promises, representations, and warranties would constitute a material breach of the Agreement; and that in the event of any such breach, the non-breaching party shall be entitled to its costs and attorneys fees related to the breach.

15. COUNTERPART SIGNATURES. This Settlement Agreement and Release may be executed in counterparts and by each of the undersigned on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Settlement Agreement and Release. Each party shall sign a counterpart which shall be held by the attorneys for the respective parties who shall then exchange copies of each of the executed counterparts.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the last date signed below (the “Effective Date”).

SIGNATURE PAGE(S) TO FOLLOW



Jennifer Williams

9/24/25

Date

City of Indianola, Iowa

Date

By: _____ (Printed Name)

Title: _____

Indianola Police Department

Date

By: _____ (Printed Name)

Title: _____

Robert Hawkins

Date

Rick Largesse

Date

Justin Keller

Date


Jennifer Williams

9/24/25
Date

City of Indianola, Iowa

Date

By: _____ (Printed Name)


Title: _____

Indianola Police Department


Date

By: _____ (Printed Name)

Title: _____


Robert Hawkins

9/30/2025
Date


Rick Largesse

9/30/2025
Date

Justin Keller

Date