

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the “Agreement”) is made by and between Chauncey Moulding and Jefferson County, Iowa, (collectively “Defendants”), and Gail Osborn and Timothy McConnell Seaba (collectively “Plaintiffs”). The Defendants and the Plaintiffs are collectively referred to herein as “the Parties.” The Agreement is effective on the date the Board of Supervisors of Jefferson County, Iowa approve this Agreement (the “Effective Date”).

Recitals

A. The Plaintiffs filed a Complaint in United States District Court for the Southern District of Iowa case number 4:25-cv-00183-SHL-SBJ (the “Complaint”) naming the Defendants.

B. In response to the Complaint, the Defendants have denied and continue to deny the allegations in the Complaint.

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 Complaint 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 Defendants of any wrongdoing or any violation of any federal, state, or local statute or ordinance or any enforceable right of the Plaintiffs. The Defendants specifically disclaim any wrongdoing whatsoever against the Plaintiffs.

2. **Payment.** Within ninety (90) days from the date the Agreement is signed by the Parties, the Defendants or others on their behalf will pay the total sum of \$250,000.00 (Two Hundred Fifty Thousand Dollars and 00/100) (“Settlement Amount”) as a check payable to Alfredo Parrish, PLLC. If the Settlement Amount is not paid to Plaintiffs after ninety (90) days from the Effective Date of this Agreement, Plaintiffs have the right to seek judicial enforcement per a declaratory action.

3. **Dismissal of Claims.** Within forty-eight (48) hours after the checks and fully executed Agreement noted within Paragraph 2 have been delivered to the Plaintiffs’ counsel, their counsel shall file a Dismissal with Prejudice of their claims against Chauncey Moulding and Jefferson County, Iowa with the United States District Court for the Southern District of Iowa.

4. **Additional Terms.** Chauncey Moulding, in his individual and official capacity as County Attorney, shall refrain from intentionally engaging with Gail Osborn following the Effective Date of this Agreement, except as expressly provided herein.

In the event the Jefferson County Attorney’s Office has any business, matter, or proceeding

involving Gail Osborn, such business shall be handled exclusively by an Assistant County Attorney within that office, or by an attorney from another county's attorney's office, and not by Chauncey Moulding personally. This restriction shall not apply in the case of a bona fide emergency in which immediate action is required, and no other attorney is reasonably available to act.

Nothing in this provision shall be construed to limit Chauncey Moulding's ability to perform official governmental duties.

5. **The Parties' Release of All Claims.** In consideration of the promises and performance set forth herein, Plaintiffs hereby release and forever discharge Chauncey Moulding and Jefferson County, Iowa, 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 arising under federal or state law and including the claims arising from the facts of the Complaint, 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. Plaintiffs acknowledge that both Gail Osborn and Timothy McConnell Seaba consciously intend these consequences even as to claims for damages that may exist as of the date of this Agreement, but which Osborn and McConnell Seaba do not know exist, and which, if known, would materially affect their decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

The claims the Plaintiffs are releasing includes (without limiting the generality of the foregoing) all claims, demands, or actions which were or could have been asserted by Plaintiffs in the Complaint; and any claims arising under federal law, the common law of the State of Iowa or any other state, except for claims which cannot be legally released.

6. **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.

7. **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 the Plaintiffs' Claims. The Parties have not been involved in any bankruptcy or other insolvency proceedings at any time since the aforementioned Complaint was filed.

8. **Third Party Interests.** Plaintiffs represent that they know of no person or entity who/that has paid any amount on their behalf for which any other person or entity may seek, claim or attempt to recover as a subrogee of Plaintiffs against Defendants. If such lienholder, subrogee, or any person/entity with a third-party interest exists, Plaintiffs agree to satisfy those third-party interests out of the settlement proceeds which Plaintiffs receive and further agree to indemnify Defendants for any such claims or interests that are asserted thereby. Plaintiffs further represent that they have not assigned any of the Claims to any other person or entity.

9. **Iowa Open Records.** It is understood that the Parties must comply with the Iowa Open Records Act, as appropriate, and they are authorized to make any disclosures as required by Iowa law regarding the material terms of the settlement.

10. **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.

11. **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.

12. **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 and the dismissal of all claims with prejudice, each party paying their own costs, including, but not limited to execution of necessary documents to dismiss the Claims and Complaints with prejudice and timely deliver payment of the Settlement Amount noted above.

13. **Fees and Costs.** Each party hereto will bear its respective costs and fees, including attorneys' fees incurred in the litigation of this matter.

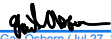
14. **Choice of Law; Consent to Jurisdiction.** This Agreement will be governed by and construed under the laws of the state of Iowa. The Parties understand that they consent to the personal jurisdiction of the state and federal courts in Iowa with respect to any action seeking to enforce the terms of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

15. **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.

16. **Approval.** This Settlement Agreement and Release is subject to the approval of the Board of Supervisors of Jefferson County, Iowa.

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 bring advised to consult your own attorney.

Date: _____


Gail Osborn (Jul 27, 2026 13:16:43 CDT)

Gail Osborn

Date: _____


Timothy McConnell-Seaba (Jul 27, 2026 13:14:27 CDT)

Timothy McConnell Seaba

Date: _____

Chauncey Moulding

Date: _____

Jefferson County, Iowa

By: _____

Title: _____

Settlement agreement with Chauncey & Jefferson Co

Final Audit Report

2026-07-27

Created:	2026-07-27
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