

**SEPARATION AGREEMENT
AND GENERAL RELEASE**

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter this “Agreement”) is entered into by and between Presiding City Magistrate Aaron Douglas LaSota (“EMPLOYEE”) and the City of Apache Junction, an Arizona municipal corporation (the “CITY”), both collectively being referred to as the “Parties” or individually as a “Party.”

AGREEMENT

1. **Definitions.** For the purposes of this entire Agreement, the term “CITY” or “EMPLOYER” includes the City and, to the extent applicable, as direct, intended and third-party beneficiaries hereof, its past, present, and future elected officials, officers, employees, representatives, trustees, appointees, administrators, fiduciaries, attorneys, insurers, agents, subsidiaries, affiliated entities, predecessors, successors, heirs, and assigns, jointly and severally (collectively, the “Released Parties”). For the purposes of this entire Agreement, the term “EMPLOYEE” shall refer to Aaron Douglas LaSota and his heirs, assigns, and marital community, if any.

2. **Resignation.** By his signature below, EMPLOYEE hereby resigns from his employment with EMPLOYER, with the resignation effective **October 1, 2024**. EMPLOYEE agrees that his resignation is irrevocable.

3. **Consideration.** In consideration for each of the terms of this Agreement, including the release and covenant not to sue set forth in Section 4, the CITY will provide EMPLOYEE with the following:

(a) The CITY will allow EMPLOYEE to voluntarily resign his employment effective October 1, 2024, and will no longer proceed with the previous intent to terminate his employment for cause, which would have allowed EMPLOYEE an opportunity to be heard regarding the non-final intent to terminate EMPLOYEE for cause.

(1) The CITY and EMPLOYEE agree that this resignation date requires that CITY continue his health insurance benefits through October 31, 2024.

(2) The CITY and EMPLOYEE agree that EMPLOYEE will be paid his regular wages through October 1, 2024.

(b) The CITY will pay EMPLOYEE the lump gross sum of \$63,936.31 as non-wage compensation.

(c) The CITY will pay EMPLOYEE the lump gross sum of \$9,313.69, which will be characterized in the nature of wages, less applicable state and federal withholding taxes as required by law.

Payment shall be made in the form of a direct deposit or payroll check within ten (10) business days following the revocation period outlined in Paragraph 8 of this Agreement.

4. **Release and Covenant Not to Sue.** EMPLOYEE, for himself, his marital community (if any), his agents, heirs, executors and assigns, agrees to withdraw or dismiss any and all claims, lawsuits, complaints, charges, including charges pending before the Arizona Civil Rights Division (“ACRD”) and Equal Employment Opportunity Commission (“EEOC”), grievances, or other legal actions or proceedings that the EMPLOYEE has brought or has currently pending against the CITY or any Released Party in both their personal and official capacities. EMPLOYEE agrees that he will not initiate or cause to be initiated against the CITY or any of the other Released Parties any charge, lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind (collectively referred to as “claims”), or participate in same, individually or as a representative or a member of a class, under any contract (express or implied), law or regulation (federal state or local), including but not limited to claims pertaining to or in any way related to his employment or the termination of his employment relationship with the CITY. The CITY agrees that it will not initiate or cause to be initiated against EMPLOYEE any charge, lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind (collectively referred to as “claims”) or participate in same.

EMPLOYEE and CITY are aware that members of the Arizona Bar may have a duty to report certain conduct to the Bar or the Commission on Judicial Ethics. EMPLOYEE and CITY are not aware of any facts or circumstances that would require a lawyer to report the same to the State Bar or require lawyers to make a judicial complaint against EMPLOYEE. EMPLOYEE is not aware of any facts or circumstances that would require him to report said conduct of CITY to the State Bar.

EMPLOYEE agrees that the CITY and any other Released Parties shall have no further obligation to indemnify or provide a defense for the EMPLOYEE in connection with any claims, lawsuits, complaints, charges, grievances, including tort, professional liability, judicial complaints, or any other legal actions of any kind, including obligations that would otherwise exist pursuant to his employment agreements dated July 6, 2021 and June 6, 2023.

EMPLOYEE further agrees that pursuant to this Agreement, he releases and forever discharges the CITY and the other Released Parties from any and all charges, claims, demands, damages, causes of action, and any liability whatsoever, including but not limited to claims on account of or in any manner arising out of his employment with the CITY or the termination of the employment relationship. By way of example only, and without limiting this release, EMPLOYEE releases the CITY and the other Released Parties from any cause of action, right, claim or liability under Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §§ 1981, 1983, 1985, the Family and Medical Leave Act, the United States Constitution or Arizona Constitution, the Arizona Wage Statute, the Arizona Civil Rights Act, the Arizona Employment Protection Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Arizona Fair Wages and Healthy Families Act, and any other equal employment opportunity law or statute, any due process or other constitutional theory, any Arizona statute, any federal statute, any common law claim including wrongful discharge, implied or express contract, the

covenant of good faith and fair dealing, or any other claim in tort or contract arising under any theory of the law. EMPLOYEE also waives and releases any appeal or grievance rights pursuant to the CITY's personnel policies, procedures, regulations, or ordinances and his employment agreements noted above.

EMPLOYEE understands and acknowledges that this release forever bars him from suing or otherwise asserting a claim against the CITY or any other Released Party on the basis of any event occurring prior to his execution of this Agreement, whether the facts are now known or unknown, and whether the legal theory upon which such claim might be based is now known or unknown.

5. **Provision for Unknown Claims.** EMPLOYEE warrants that, other than the Charge of Discrimination and the lawsuit pending before the Superior Court in the County of Pinal, *A. Douglas LaSota v. City of Apache Junction* S1100CV202401940, he does not have any other claim, lawsuit, complaint, charge, bar complaint, grievance, or other legal action pending against EMPLOYER or any other Released Party with any court, tribunal, administrative agency, governmental agency, or other such body. As part of this Agreement, EMPLOYEE will withdraw or otherwise agree to the dismissal of the Charge of Discrimination and will authorize a stipulation to the dismissal of cause number S1100CV202401940 with prejudice, with each party bearing his or its own attorneys' fees and costs. CITY warrants and represents that it is not aware of any claims, lawsuits, complaints, charges, bar complaints, judicial ethics concerns, grievances, or other legal actions pending, other than Case Nos. 23-510, 24-004, and 24-032, which could be brought, or known to be brought against EMPLOYEE.

6. **Acknowledgement of Full Payment.** EMPLOYEE acknowledges and agrees that he has received payment in full by EMPLOYER for all wages, overtime, conference per diems, bonuses, or other forms of compensation to which he was entitled as a result of his employment with EMPLOYER. EMPLOYEE agrees that this representation is a material term that has induced EMPLOYER to enter into this Agreement.

7. **Waiver of Right to Recovery and No Inducement.** EMPLOYEE waives any right to monetary recovery should any administrative agency pursue any released claim on his behalf. To the extent permitted by law, and/or unless required by law, EMPLOYEE agrees that he will not induce, aid, or abet anyone in instituting or prosecuting any pending or future claim against the CITY or any of the other Released Parties in any court, arbitral tribunal, or administrative agency. However, nothing in this provision shall prohibit EMPLOYEE from communicating with any governmental agency regarding a matter within the agency's jurisdiction.

8. **Notice of Time for Reflection.** EMPLOYEE is advised as follows, pursuant to the Older Workers' Benefit Protection Act, because he is over 40 years of age and in this Agreement, he waives claims for age discrimination:

- (a) This Agreement constitutes written notice from CITY that EMPLOYEE should consult with an attorney before signing this Agreement, and he

acknowledges that he has fully discussed all aspects of this Agreement with his attorney to the extent he desires to do so.

(b) EMPLOYEE has carefully read and fully understands all of the provisions of this Agreement, and he is voluntarily entering into this Agreement.

(c) As part of this Agreement, EMPLOYEE has been provided with consideration in addition to anything of value to which he is already entitled.

(d) Because he is over 40 years of age, prior to waiving claims for age discrimination that EMPLOYEE may have under the Age Discrimination in Employment Act ("ADEA"), he may take up to twenty-one (21) calendar days to consider this Agreement before signing it.

(e) In the event EMPLOYEE chooses to sign this Agreement before the expiration of twenty-one (21) calendar days, EMPLOYEE acknowledges that he voluntarily and knowingly agrees to waive his entitlement to take twenty-one (21) calendar days to consider this Agreement.

(f) EMPLOYEE may revoke this Agreement within seven (7) calendar days after he signs this Agreement. If EMPLOYEE wishes to revoke this Agreement, he or his counsel will notify the CITY in writing, addressed to the City Manager at 300 E. Superstition Blvd., Apache Junction, AZ, 85119, delivered on or before the expiration of the revocation period.

(g) If EMPLOYEE does not revoke this Agreement before the expiration of the seven (7) calendar day revocation period, the Agreement will become irrevocably effective and enforceable on the eighth (8th) calendar day after EMPLOYEE signs it.

(h) EMPLOYEE is aware he is not waiving any rights or claims that may arise after the date this Agreement is executed.

(i) EMPLOYEE understands that he is waiving all rights and claims he has or may have under the ADEA, 29 U.S.C. § 626, *et seq.*, and any other federal, state, or municipal law or regulation relating to age discrimination.

9. **Return of Property.** On or before EMPLOYEE's last day of service, EMPLOYEE shall return all property of CITY in his possession, including, but not limited to, computers, phones, keys or electronic key cards for CITY's facilities and any identity or other badges.

10. **Effective Date of Agreement.** This Agreement is effective upon expiration of the seven-day revocation period outlined in Section 8(f).

11. **Full Consideration.** EMPLOYEE agrees that the CITY's compliance with the above-described terms constitutes full and sufficient legal consideration for the promises and covenants set forth in this Agreement.

12. **Neutral References.** EMPLOYEE agrees to direct all reference requests from prospective employers to the CITY's Human Resources Director. EMPLOYER agrees that that individual shall respond to such reference requests by disclosing only the following information regarding EMPLOYEE: dates of employment and job title, and salary at the time of separation.

13. **No Re-Employment.** EMPLOYEE agrees not to apply for employment with EMPLOYER or any of the other Released Parties at any time in the future, and EMPLOYER and the other Released Parties will not process and will not be obligated to process any application submitted by or on behalf of EMPLOYEE.

14. **No Admission of Wrongdoing.** The Parties each agree that nothing in this Agreement shall be construed as an admission by either of them of any wrongdoing or violation of any applicable law.

15. **Bar.** The CITY and EMPLOYEE agree that this Agreement may be pled by the CITY, EMPLOYEE, or any other Released Parties as an absolute bar to any released claim.

16. **Public Records and Other Dissemination of Notice of Intent to Terminate and this Agreement.** The Parties believe the Notice of Intent to Terminate may not be a public record subject to disclosure. To that end, the CITY agrees it will not voluntarily disseminate this Agreement or the Notice of Intent to Terminate outside of EMPLOYER's employees that need to be aware of the Agreement. In the event CITY determines it must disseminate this Agreement or the Notice of Intent to Terminate, CITY will advise EMPLOYEE and give EMPLOYEE ten business days to respond, seek injunctive relief, or propose redactions to the Notice of Intent to Terminate or the Agreement.

17. **Complete Agreement.** This Agreement sets forth all of the terms and conditions of the agreement between the Parties and shall be considered and understood to be a contractual commitment and not a mere recital. This Agreement supersedes and replaces any and all prior or contemporaneous oral or written agreements between the parties, including the 2021 and 2023 Employment Agreements with Presiding Magistrate between the CITY and EMPLOYEE. To the extent that any provisions of the prior agreements are inconsistent with this Agreement, the terms of this Agreement shall control. This Agreement shall be binding upon the CITY and its successors and assigns and upon EMPLOYEE and his marital community (if any), respective agents, heirs, executors, representatives, and assigns.

18. **Fees and Costs.** In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the substantially prevailing party in that action shall be entitled to recover reasonable attorneys' fees.

19.. **Waiver and Amendment.** A waiver of any right under this Agreement must be in writing to be effective. This Agreement may be amended only by a writing signed by the

parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

20. **Choice of Law.** This Agreement shall be construed, enforced, and governed by the laws of the State of Arizona.

21. **Severability.** Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

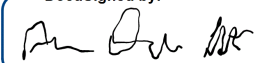
22. **Acknowledgement.** EMPLOYEE acknowledges that in executing this Agreement, he does not rely on any inducements, promises or representations made by the CITY other than those expressly stated herein. Further, EMPLOYEE declares that he has read this Agreement and fully understands its terms and contents, including their rights and obligations hereunder, and freely, voluntarily, and without coercion enters into this Agreement. EMPLOYEE agrees and acknowledges that the waiver and release of all rights or claims he may have under any local, state or federal law is knowing and voluntary.

23. **Cancellation.** This Agreement is cancellable pursuant to the provisions of A.R.S. § 38-511.

CITY OF APACHE JUNCTION:

By: _____
Its: Mayor
Dated: _____

AARON DOUGLAS LASOTA:

DocuSigned by:

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Dated: September 27, 2024

APPROVED AS TO FORM:

Justin Pierce, Pierce Coleman PLLC
Special Counsel to the City
Dated: _____