

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this _____ day of _____, 2025:

WHEREAS Matthew Breen (“Plaintiff”) has instituted legal proceedings against Ramsey County, Frank Demike, Hawa Hassan, Cathleen Larsen, Caroline Odima, Allison Rogers, and Nou Gamble (collectively, the “Ramsey County Defendants”), Lauren Peterson, P.A., and Advanced Practice Solutions, LLC in a lawsuit entitled *Matthew Breen v. Ramsey County, et al.*, in United States District Court, Court File No. 23-CV-3398 (JRT/JFD) (“the Litigation”); and

WHEREAS, Plaintiff is dismissing the claims against the Ramsey County Defendants, such dismissal being with prejudice, inclusive of all claims against the Ramsey County Defendants in both their individual and official capacities, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiff has offered to compromise all of his claims against the Ramsey County Defendants in the Litigation in exchange for a sum of money and other good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows:

1. Parties. This Settlement Agreement and Release of All Claims (“Agreement”), is made and entered into between Plaintiff and the Ramsey County Defendants (collectively, the “Parties”).

2. Purpose. The purpose of this Agreement is to finally and fully resolve all matters, claims, counterclaims, and issues, whether known or unknown, which were raised, or which could have been raised in the Litigation between Plaintiff and the Ramsey County Defendants. To avoid

the risks, uncertainty, and costs associated with the Litigation, the Parties have agreed to compromise and settle this dispute and end the Litigation.

3. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$460,000.00 to Matthew Breen and agrees to issue payment to The Law Office of Zorislav R. Leyderman IOLTA Trust and to mail said payment to the address listed in Mr. Leyderman's signature block below. This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation against the Ramsey County Defendants.

4. Full and Final Release of All Claims. Plaintiff for himself, Plaintiff's heirs, successors, and assigns, does hereby release, acquit and forever discharge Ramsey County and its current, former, and future employees, officers, past and present elected officials, directors, agents, departments, predecessors, successors and assigns, and their respective, heirs, successors, and assigns (hereinafter referred to collectively as "the Released Parties"), to the fullest extent permitted by law, from and against any and all claims, complaints, controversies, causes of action, demands, suits, damages, costs, obligations, liabilities, rights or damages of any nature, including claims for attorneys' fees, which he has ever had, may now have, or which may hereafter arise, whether known or unknown, on account of, or in any way arising out of the incident described in this Litigation, including but not limited to claims existing at any time up to and including the date of this Agreement and further agrees not to commence suit based upon any of the foregoing. This full and final release shall cover and include any and all future injuries and/or damages arising from the matters referred to in this Agreement, not now known to Plaintiff but which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action therefore. This

expressly includes Plaintiff's rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

5. Plaintiff Responsible For Subrogation And Liens. Plaintiff agrees to assume full responsibility for settlement and reimbursement of any subrogation claims or liens, and further agrees to defend and indemnify and/or hold the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation. Plaintiff agrees to provide the Ramsey County Attorney's Office upon request the following information to enable Ramsey County to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIO Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

Plaintiff hereby agrees to hold harmless the Released Parties from any liability whatsoever to any person, entity, firm, or corporation beyond the consideration already paid as part of this release, including, without limitation, liability for other tort claims and constitutional claims, and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare or Medicaid payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Second Amended Complaint or other pleadings in the Litigation. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

6. Plaintiff's Ability to Execute Agreement and Receive Payment. Plaintiff expressly represents and warrants that he is able to execute this Agreement. Plaintiff is at least 18 years of age and mentally competent and has consulted with attorneys and other professional advisers of his choice regarding this Agreement and its legal and tax consequences. Plaintiff understands and

voluntarily accepts all the terms, conditions, and consequences of this Agreement. Plaintiff expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court.

7. Stipulation of Dismissal. The Parties hereto agree to execute and file a Stipulation of Dismissal with Prejudice and Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08 in the form attached hereto as Exhibit A.

8. Voluntary Agreement. Plaintiff acknowledges and agrees that he has read and thoroughly discussed all aspects of this Agreement with his attorneys, that he understands this Agreement's provisions, and that he signs and agrees to this Agreement's terms voluntarily and without coercion.

9. Full Satisfaction. Plaintiff understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the aforementioned claims including any and all claims for attorneys' fees, and that payment of the above amount in settlement of this case is in no way or manner to be construed as an admission on the part of the Ramsey County Defendants, who expressly deny liability.

10. Settlement Forms. Plaintiff agrees to approve and execute any forms necessary to obtain the above referenced settlement check, including W9 and Medicare forms, and any forms or documents necessary to effectuate the dismissal of all claims against the Released Parties.

11. Complete Agreement. This Agreement contains and sets forth all the terms agreed upon by Plaintiff and the Released Parties regarding Plaintiff's claims. This Agreement contains the entire understanding and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

12. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

13. Tax Consequences. Plaintiff understands and acknowledges that the Ramsey County Defendants made no representation or warranties to Plaintiff as to any tax consequences of the settlement outlined in this Agreement and fully acknowledges that no tax advice or research has been provided to him by the Ramsey County Defendants. Plaintiff fully acknowledges that Plaintiff has not relied upon any such representation and agrees not to make any such claim. Plaintiff understands and agrees that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiff.

14. Data Preservation. Data concerning Plaintiff shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable laws.

15. Agreement May Be Executed in Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by the Parties and their respective attorneys.

16. Effect of Agreement. Plaintiff agrees that this Agreement binds Plaintiff and also binds Plaintiff's heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiff represents that no right, claim, or cause of action covered by this Agreement has been assigned or given to someone else, nor are any attorneys' fees owed to any counsel other than those that may be paid by the proceeds of this Agreement.

17. All Claims Are Disputed. All claims, past, present, or future, are disputed. The Released Parties admit no liability, and this Agreement shall not be treated as evidence of liability nor as an admission of liability or responsibility on behalf of the Released Parties.

18. Costs and Disbursements. All parties shall bear their own costs, disbursements, and attorney's fees.

19. Subject to Approval by the Ramsey County Board of Commissioners. This Agreement is subject to the approval of the Ramsey County Board of Commissioners and shall become binding on the Ramsey County Defendants upon execution by the Board Chair, or his designee, and the County Clerk, or his designee.

20. Subject to Approval Pursuant to Minn. Stat. § 466.08. Pursuant to Minn. Stat. § 466.08, this settlement is subject to approval by the United States District Court, District of Minnesota.

ACCEPTED AND AGREED:

For Plaintiff:

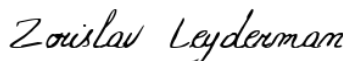
Dated: 05/19/2025



Matthew Breen

As to form:

Dated: 05/19/2025



By: _____
Zorislav R. Leyderman (#0391286)
Law Office of Zorislav R. Leyderman
80 South 8th Street, Suite 900
Minneapolis, MN 55402
612-876-6626
zrl@zrllaw.com

Attorney for Plaintiff

Dated: 05/19/2025 _____

Tim Phillips
By: _____
Tim Phillips (#390907)
Law Office of Tim Phillips
331 Second Avenue South, Suite 400
TriTech Center
Minneapolis, MN 55401
612-470-7179
tim@timphillipslaw.com

Attorney for Plaintiff

For the Ramsey County Defendants:

RAMSEY COUNTY

Dated: _____

By: _____
Rafael E. Ortega
Chair – County Board of
Commissioners

Dated: _____

By: _____
Jason Yang
Chief Clerk – County Board of
Commissioners

As to form:

Dated: _____

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: _____
Kristine Nogosek (#0304803)
Kevin Plaisance (0504690)
Assistant County Attorneys
360 Wabasha St. N., Suite #100
St. Paul, MN 55102
651-266-3230 (Nogosek)
651-266-3178 (Plaisance)
kristine.nogosek@co.ramsey.mn.us
kevin.Plaisance@co.ramsey.mn.us

Attorneys for the Ramsey County Defendants

Dated: _____

By: _____

Tim Phillips (#390907)
Law Office of Tim Phillips
331 Second Avenue South, Suite 400
TriTech Center
Minneapolis, MN 55401
612-470-7179
tim@timphillipslaw.com

Attorney for Plaintiff

For the Ramsey County Defendants:

RAMSEY COUNTY

Dated: _____

By: _____

Rafael E. Ortega
Chair – County Board of
Commissioners

Dated: _____

By: _____

Jason Yang
Chief Clerk – County Board of
Commissioners

As to form:

Dated: July 17, 2025

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By:  _____

Kristine Nogosek (#0304803)
Kevin Plaisance (0504690)
Assistant County Attorneys
360 Wabasha St. N., Suite #100
St. Paul, MN 55102
651-266-3230 (Nogosek)
651-266-3178 (Plaisance)
kristine.nogosek@co.ramsey.mn.us
kevin.Plaisance@co.ramsey.mn.us

Attorneys for the Ramsey County Defendants