

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this 6 day of March, 2025:

WHEREAS, Venedia Larita Campbell and Martin Alan Smith, II (“Plaintiffs”) have instituted legal proceedings against Kyle Allen Williams, acting in his individual capacity, and Ramsey County (“Ramsey County Defendants”) and Andrew William Schroeder, Paul Franz Albers, Robert Aaron Greer, Drew Scott Clark, John Cameron Haugland, all acting in their individual capacities, and City of Minneapolis (“Minneapolis Defendants”), in the United States District Court for the District of Minnesota, 24-cv-913 (“the Litigation”).

WHEREAS, Plaintiffs are dismissing their claims against all Defendants, such dismissal being with prejudice, inclusive of all claims against Defendants, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiffs have offered to compromise all of their claims against the 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 promised contained herein, it is agreed as follows.

1. **Parties**

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Plaintiffs and the Ramsey County Defendants, herein collectively referred to as “the Parties.”

2. **Purpose**

The purpose of this Agreement is to finally and fully resolve all matters, claims and issues, whether known or unknown, which were raised or which could have been raised in the Litigation. 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 the Agreement and Plaintiffs' release of claims, as set forth herein, the Ramsey County Defendants agree to pay the sum of \$35,000 to Law Office of Eric A. Rice Trust Account. The Minneapolis Defendants have also agreed to pay a separate sum of \$35,000 to the Plaintiffs, subject to the settlement agreement between Plaintiffs and the Minneapolis Defendants. These payments shall constitute full and complete settlement of all claims asserted by Plaintiffs in the Litigation.

4. Full and Final Release of All Claims

Plaintiffs for themselves, their heirs, successors, and assigns, do 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, legal counsel, 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 they have 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 the 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 Plaintiffs but

which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action therefore. This expressly includes Plaintiffs' rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

5. Plaintiffs' Responsible for Subrogation and Liens

Plaintiffs agree 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. Plaintiffs agree 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.

Plaintiffs hereby agree 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 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. Plaintiffs' Ability to Execute Agreement and Receive Payment

Plaintiffs expressly represent and warrant that they are able to execute this Settlement Agreement and Release of All Claims. Plaintiffs are each at least 18 years of age and mentally competent, and have consulted with attorneys and other professional advisers of their choice regarding this Agreement and its legal and tax consequences. Plaintiffs understand and voluntarily accept all the terms, conditions, and consequences of this Agreement. Plaintiffs expressly represent and warrant that they are not a party to any bankruptcy proceeding before any court.

7. Stipulation of Dismissal

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

8. Voluntary Agreement

Plaintiffs acknowledge and agree that they have read and thoroughly discussed all aspects of this Agreement with their attorney, that they understand the Agreement's provisions, and that they sign and agree to this Agreement's terms voluntarily and without coercion.

9. Full Satisfaction

Plaintiffs understand and agree 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, or of the liability of any Ramsey County Defendant, which validity and liability is expressly denied.

10. Settlement Forms

Plaintiffs agree to approve and execute any forms necessary to obtain the above referenced settlement check, including W-9 and Medicare forms, and any forms to 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 Plaintiffs and the Released Parties regarding Plaintiffs' 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 Settlement Agreement and Release of All Claims 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 Settlement Agreement and Release of All Claims shall be construed and enforced as if the illegal or invalid provision had never been included herein.

13. Tax Consequences

Plaintiffs understand and acknowledge that the Ramsey County Defendants have made no representation or warranties to Plaintiffs as to any tax consequences of the settlement outlined in this Agreement and fully acknowledge that no tax advice or research has been provided to them by the Ramsey County Defendants. Plaintiffs fully acknowledge that they have not relied upon any such representation and agree not to make any such claim. Plaintiffs understand and agree that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiffs.

14. Data Preservation

Data concerning Plaintiffs 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

Plaintiffs agree that this Agreement binds them and also binds their heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiffs represent 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 its own costs, disbursements, and attorney's fees.

ACCEPTED AND AGREED:

Plaintiff Venedia Larita Campbell

03/06/2025

Date: _____

By: *Venedia Campbell*

1005 11th ave S Apt. 4 Hopkins MN 55343
Venedia Larita Campbell
ADDRESS

Venedia Campbell

CITY STATE ZIP CODE


Plaintiff Martin Alan Smith, II

Date: 03/06/2024

By: 

Martin Alan Smith, II
723 Sherburne Ave
Saint Paul MN, 55104

Date: March 11, 2025

By: 

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Attorney for Plaintiffs

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

Date: March 11, 2025

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ATTORNEYS FOR DEFENDANTS
RAMSEY COUNTY AND KYLE
ALAN WILLIAMS

For Defendant, Ramsey County:

Date: _____

RAMSEY COUNTY

By: _____

Raphael Ortega

Its: Board Chair

By: _____

Jason Yang

Its: Chief Clerk – County Board