

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Ellen Kirchman (“Plaintiff”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Plaintiff’s employment with the County.

1. Recitals

Plaintiff filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR), *Kirchman v. County of Ramsey*, Case No. 76522, and subsequently commenced a civil action in the Second Judicial District against the County, *Kirchman v. County of Ramsey*, No. 62-CV-25-1495, asserting claims under the Minnesota Human Rights Act (“MHRA”) and St. Paul Human Rights Ordinance arising out of her employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with the Matter the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein, the parties agree as follows:

- A. Provided that Plaintiff signs the Agreement by the last day of the consideration period set forth in paragraph 6 below and does not rescind the Agreement pursuant to paragraph 6 below, the County will pay to Plaintiff and her counsel the total sum of \$95,000.00 divided into three checks as follows:
 - 1) A payment to “Kitzer Rochel, PLLP” in the amount of \$38,305.50 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Plaintiff’s attorneys, Kitzer Rochel, PLLP.
 - 2) A payment to “Ellen Kirchman” in the amount of \$11,338.90 as and for claimed lost wages for which an IRS Form W-2 will be issued to Plaintiff. This figure represents alleged lost wages.
 - 3) A payment to “Ellen Kirchman” in the amount of \$45,355.60 as and for claimed pain and suffering for which an IRS Form 1099-MISC (Box 3) will be issued to Plaintiff.

The three checks will be delivered to Plaintiff’s counsel. Plaintiff’s counsel will provide delivery instructions upon notice of approval and execution of this

Agreement by the Chair of the County Board, or his designee, and the Chief Clerk, or his designee. Payment will be delivered accordingly within 45 calendar days of the County's execution of this Agreement. The County's attorneys agree to make best efforts to present this Agreement to the full Board for consideration, and if approved agree to make best efforts to obtain the County's execution of the Agreement and the issuance of the settlement checks in a reasonable time period considering the County's other business needs.

- B. As set forth more fully below, Plaintiff agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with her employment by the County as of the date of this Agreement. Plaintiff will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Plaintiff and her counsel agree to execute any documents and provide any information necessary to effectuate the settlement and issuance of a settlement checks.
- C. Plaintiff agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.

3. Release of All Claims

Plaintiff hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to her employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; St. Paul Human Rights Ordinances, civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistle blower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Plaintiff waives the right to receive monetary

damages, or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge.

Plaintiff acknowledges, understands, and agrees she is releasing in the Agreement all claims that have arisen through the date of her signature below.

4. Plaintiff's Ability to Execute Agreement and Receive Payment

Plaintiff expressly represents and warrants that she is able to execute this Settlement Agreement and Release of All Claims. Plaintiff is at least 18 years of age and mentally competent and has consulted with attorneys and other professional advisers of her 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 she is not a party to any bankruptcy proceeding before any court.

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 Matter. 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 Complaint or other pleadings in the Matter. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

6. Other Agreements

- A. The parties understand and agree that the term "the County", as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies,

and past and present elected officials, employees, representatives, insurers, and legal counsel.

- B. Plaintiff agrees the Agreement binds her and also binds her heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiff represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- C. Plaintiff agrees the Agreement is not an admission by the County of any violation of Plaintiff's rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever.
- D. Data concerning Plaintiff shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- E. Plaintiff agrees that she is responsible for all tax consequences associated with the payments described in paragraph 2.A above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- F. Plaintiff specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections she may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Plaintiff.
- G. Plaintiff also represents that she has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- H. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Plaintiff agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.

- I. Plaintiff represents and certifies that she: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of her right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- J. The County agrees to pay the full amount of the mediator's fees for the mediation conducted by Jonathan Norrie, BANC, LLP on October 15, 2025.
- K. Plaintiff hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by her counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Plaintiff and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. The Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties.
- P. Plaintiff agrees that the drafting of the Agreement involved her attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.
- Q. This Agreement is subject to the approval of the Ramsey County Board of Commissioners and shall become binding on the County upon execution by the Board Chair, or his designee and the County Clerk, or his designee.

7. Right to Consult and Recission Period

Plaintiff is specifically advised to consult with an attorney of her choice before signing this Agreement which releases rights she has or may have under federal, state, and local law, including, but not limited, to the Age Discrimination in Employment Act ("ADEA"), the

ADA, Title VII, and the Minnesota Human Rights Act. Plaintiff has twenty-one (21) days to consider this Agreement and whether to sign it.

Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the sums and benefits set forth in Paragraph 2.A above, Plaintiff freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims she has or might have against the County.

In the event Plaintiff signs this Agreement, she may revoke or rescind the agreement within seven (7) days of signing it with respect to claims under the Age Discrimination in Employment Act, and it will not become effective or enforceable until this seven-day (7) day period has expired. To effectively revoke or rescind, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, respectively, and properly addressed to:

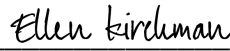
Kristine Nogosek, Assistant Ramsey County Attorney
Ramsey County Attorney's Office
360 Wabasha Street N., Suite 100
St. Paul, MN 55102

Plaintiff agrees that she has had the opportunity to consult with counsel of her own choosing and that if she signs this Agreement, she did so voluntarily and without any pressure or coercion of any nature from anyone. Plaintiff further agrees that any amendment to this Agreement will not extend or otherwise restart any of the time periods referred to in this Paragraph 6.

ACCEPTED AND AGREED:

Date: 10/15/2025

ELLEN KIRCHMAN:

DocuSigned by:

33EE1ADE9AF049A...
Ellen Kirchman

AS TO FORM:

Date: 10/15/2025

KITZER ROCHEL PLLP

DocuSigned by:
By: Brian Rochel
BF47502AF5C743C...
Phillip Kitzer, Reg. No. 390441
Brian Rochel, Reg. No. 389709
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ATTORNEYS FOR PLAINTIFF

RAMSEY COUNTY

Date: _____


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

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

AS TO FORM:

Dated: 12/2/2025

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: 
Kristine Nogosek (#0304803)
Elisabeth Brady (#0392802)
Carli Mansfield (#0400583)
Assistant Ramsey County Attorney

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