

RELEASE OF ALL CLAIMS I

For and in consideration of the total sum of Three Million Six Hundred Thousand Dollars and 00/100 (\$3,600,000.00), the receipt of which is hereby acknowledged, I, Teresa Marie Schnell, as Trustee for the Next of Kin of Dillon Dean Bakke, (the releasing party), do hereby fully and forever release, acquit and discharge Ramsey County (the party released), including its member agencies and all law enforcement and corrections officers under its jurisdiction, all of their past, present and future officers, officials, attorneys, principals, representatives, insurers, administrators, executors, successors and assigns, employees and agents, from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *Teresa Marie Schnell, Trustee for the Next of Kin of Dillon Dean Bakke, Decedent, Plaintiff, vs. Ramsey County, Xue Yang, Alex Grundhofer, Scott Brommerich, Antonio Rulli, Defendants*, Case File No. 0:23-cv-02655 (KMM/JFD).

The releasing party acknowledges no additional promise or agreement has been made as consideration for this Release and the signing thereof has not been induced by any representations of the party released, or by anyone on its behalf, concerning the nature, extent or duration of the alleged injuries or damages sustained, or any other matter.

The party released has aggressively denied all liability, and the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.

The releasing party additionally acknowledges this settlement is a complete resolution of all possible claims, including any state tort claim, any loss of consortium claim, any state or federal statutory claim, civil rights claim, 42 U.S.C. §1983 claim, punitive damage claim, claims for costs, expenses, interest, attorney's fees under Minn. Stat. § 549.211 or 42 U.S.C. §1988, or any other claim.

It is specifically understood and agreed this Release includes the release and discharge of any and all unnamed potential tortfeasors, and the releasing party accepts the compensation stipulated to in this Release in full satisfaction of any and all injuries and/or damages which have heretofore arisen or which may hereafter arise.

The releasing party specifically represents and warrants there are no attorneys' liens served, filed or noticed with regard to this cause of action or the proceeds relating to this cause of action, and the only attorney who is entitled to any payment from the proceeds of this settlement is Meshbeshier & Student, P.A., f/k/a Meshbeshier & Associates, P.A.

The releasing party specifically represents and warrants all medical, hospital and other expenses arising out of the aforementioned incident have been paid, or will be paid out of the proceeds of this settlement if required by law.

The releasing party agrees to fully satisfy, indemnify, and hold the party released harmless from any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if the releasing party's representations as to their entitlement (or lack thereof) to Medical Assistance, Medicare or Social Security benefits is in any way misrepresented. Further, the releasing party agrees to provide the Released Party the following information to enable it to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

The releasing party specifically represents and warrants no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the party hereby released.

The releasing party hereby agrees to indemnify and hold harmless the party hereby released from any liability whatsoever to any person, firm or corporation beyond the consideration already paid as a part of this release, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty 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 payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Complaint, Amended Complaints, or other pleadings in the above entitled matter. It is agreed all liens or any statutory obligation will be satisfied by the proceeds of this settlement.

The releasing party agrees to consider the interests of Medicare pursuant to 42 U.S.C. § 1395y(b)(2) and its associated regulations. The releasing party further agrees to hold harmless the party hereby released should the releasing party fail to reimburse Medicare for conditional payments and to indemnify the party hereby released from any and all injury related obligation/Medicare rights (past, present and future) arising out of 42 U.S.C. § 1395y(b)(2) and its associated regulations, including but not limited to Medicare's attorney's fees, if any are permitted under the statute. The releasing party also

agree to satisfy all subrogation and lien interests of Medicare/Medicaid (Minnesota Medical Assistance).

The releasing party understands and acknowledges that the released party made no representation or warranties to the releasing party as to any tax consequences of the settlement.

I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against Ramsey County for injuries, losses and damages of any sort resulting or to result from said incident.

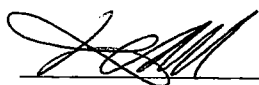
It is further understood and agreed this settlement is the compromise of a vigorously disputed claim and this payment is not to be construed as an admission of liability on the part of the party released herein, by whom liability is expressly denied.

This release encompasses the entire agreement between the releasing party and Ramsey County, and the terms of this release are contractual and not a mere recital.

I further state I have carefully read the foregoing release and know the contents thereof, and sign the same as my own free act, and it is my intention to be legally bound hereby.

The undersigned hereby accepts the drafts as final payment of the consideration set forth above.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 9 day of April 2025.



Teresa Marie Schnell

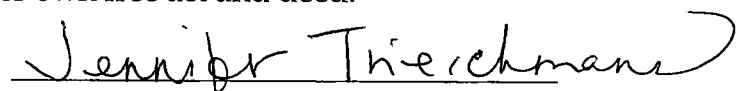
STATE OF MINNESOTA)

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COUNTY OF Hennepin

On this 9 day of April 2025, before me personally appeared Teresa Marie Schnell, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.




Notary Public

RELEASE OF ALL CLAIMS II

For and in consideration of the total sum of Zero Dollars with the agreement costs will not be taxed by Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli, I, Teresa Marie Schnell, as Trustee for the Next of Kin of Dillon Dean Bakke, (the releasing party), do hereby fully and forever release, acquit and discharge Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *Teresa Marie Schnell, Trustee for the Next of Kin of Dillon Dean Bakke, Decedent, Plaintiff, vs. Ramsey County, Xue Yang, Alex Grundhofer, Scott Brommerich, Antonio Rulli, Defendants*, Case File No. 0:23-cv-02655 (KMM/JFD).

I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said consideration for the purpose of making a full and final compromise, adjustment and settlement of all claims against Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli, for injuries, losses and damages of any sort resulting or to result from said incident.

This release is contingent upon and only legally effective upon each of the following necessary conditions: 1) the execution and legal validity of the release executed contemporaneously herewith by undersigned in this litigation regarding Defendant Ramsey County, entitled 'Release of All Claims I'; 2) any and all court approval(s) of the settlement and consideration to be paid under Release of All Claims I (but excluding any necessary court approval regarding only the final distribution of settlement proceeds pursuant to Minn. Stat. § 573.02 and Minn. Gen. R. Prac. 144.05); and 3) payment by Ramsey County of the consideration specified in Release of All Claims I.

This release encompasses the entire agreement between the releasing party and the released individual parties named herein, and the terms of this release are contractual and not a mere recital.

I further state I have carefully read the foregoing release and know the contents thereof, and I sign the same as our own free act, and it is my intention to be legally bound hereby.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 9 day of April 2025.



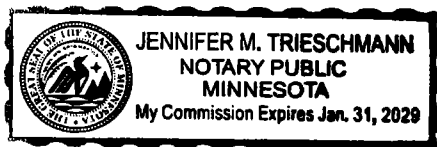
Teresa Marie Schnell

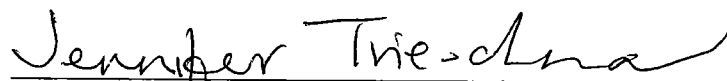
STATE OF MINNESOTA)

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COUNTY OF Hennepin

On this 9 day of April 2025, before me personally appeared Teresa Marie Schnell, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.




Notary Public