

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

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

WHEREAS Jennifer Seelig ("Plaintiff") has instituted legal proceedings against Ramsey County in a lawsuit entitled *Jennifer Seelig v. Ramsey County, et al.*, in United States District Court, Court File No. 24-CV-1732 (JMB/ECW) ("the Litigation"); and

WHEREAS, Plaintiff is dismissing the claims against Ramsey County, such dismissal being with prejudice, inclusive of all claims against Ramsey County 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 her claims against Ramsey County 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 Ramsey County (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.
3. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$1,000,000.00 to Jennifer Seelig and agrees to issue payment to Madia Law IOLTA and to mail via Federal Express or UPS (with a tracking number) said payment to the address: Madia Law LLC, 4155 IDS Center, 80 S. 8th St.,

Minneapolis, MN 55402. This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation against Ramsey County.

4. Full and Final Release of All Claims. Plaintiff for herself, 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 she 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 Plaintiffs' rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

This release is intended to be, and shall be construed as, a release within the meaning and effect of *Pierringer v. Hoyer*, 124 N.W.2d 106 (Wis. 1963), as adopted by the Minnesota Supreme Court in *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). Accordingly, Plaintiff expressly reserves and retains all claims against all other persons or entities not specifically released herein (the "Non-Settling Defendants"), and agrees to reduce any judgment against the Non-Settling

Defendants by the Released Parties' proportionate share of liability, if any, as determined by the trier of fact.

Plaintiff agrees to indemnify and hold harmless the Released Parties from any and all claims for contribution, indemnity, or comparative fault that may be asserted by any Non-Settling Defendant or third party in connection with the claims released herein.

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 First 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 she 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 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.

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. Plaintiff acknowledges and agrees that she has read and thoroughly discussed all aspects of this Agreement with her attorney, that she understands this Agreement's provisions, and that she 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 Ramsey County which validity and liability is expressly denied.

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 Ramsey County 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 her by Ramsey County. 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 its 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 Ramsey County upon execution by the Board Chair, or his designee and the County Clerk, or her 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 / 30 / 2025


As to form:



Jennifer Seelig

Dated: 05 / 30 / 2025

MADIA LAW, LLC

By: 

J. Ashwin Madia (#0321187)

Zane Umsted (#398761)

4155 IDS Center

80 S. 8th Street

Minneapolis, MN 55402

T: 612-349-2743

F: 612-235-3357

jamadia@madialaw.com

zaumsted@madialaw.com

Attorneys for Plaintiff

For Ramsey County:

RAMSEY COUNTY

Dated: _____

By: _____

Rafael Ortega, Commissioner

Its: Board Chair

By: _____

Its: Chief Clerk – County Board

As to form:

Dated: June 30, 2025

BRIOL & BENSON, PLLC

By: 

Scott A. Benson (#0198419)

Mark J. Briol (#126731)

Darren B. Schwiebert (#0260642)

30 South 9th Street

7th Floor

Minneapolis MN 55402

T: (612) 337-8410

F: (612)-337-5151

scott@briollaw.com

mark@briollaw.com

darren@briollaw.com

***Attorneys for Defendant Ramsey
County***