

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“Agreement”), is made and entered into between Tameca Abdulai, formerly know as Tameca Williams (“Abdulai”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all matters, claims, and issues relating in any way to Abdulai’s employment with Ramsey County.

1. Recitals

Abdulai filed a lawsuit against Ramsey County captioned *Tameca Williams v. Ramsey County*, Court File No. 62-CV-25-4466 alleging violations of the Minnesota Whistleblower Act. To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute. 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 agrees as follows:

A. Ramsey County will pay the sum of \$170,000 to Abdulai and her attorneys, divided into 3 checks as follows:

- 1) A payment to Halunen Law in the amount of \$76,205.00 as for claimed attorneys’ fees and costs for which a Misc. 1099 will be issued;
- 2) A payment to Tameca Abdulai in the amount of \$37,518.00, less withholdings, as and for claimed wage loss, for which a W2 will be issued; and
- 3) A payment to Tameca Abdulai in the amount of \$56,277.00 as and for claimed emotional distress for which a Misc. 1099 (box 3) will be issued.

Ramsey County will mail the 3 checks to Abdulai’ counsel at the following address:

Halunen Law
1650 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

B. Ramsey County will pay all mediator’s fees incurred in connection with this matter;

C. Unless otherwise required by law or authorized by Abdulai, in response to calls or inquiries to Ramsey County Human Resources from prospective employers, Ramsey County will provide Abdulai’s dates of employment, and positions held.

- D. As set forth more fully below Abdulai agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which are raised or could have been raised in connection with her employment by Ramsey County. Abdulai authorizes her attorneys to take all necessary steps to cause any such pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice.
- E. Abdulai 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 payments for attorney fees, costs or disbursements.

3. Release of All Claims

Abdulai hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases Ramsey County, and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel 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 Ramsey 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; 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; and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower 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. Abdulai 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.

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

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

Abdulai expressly represents and warrants she is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Abdulai further expressly represents and warrants that to the best of her knowledge 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 Ramsey County.

Abdulai hereby agrees to indemnify and hold harmless Ramsey County from any liability whatsoever to any person, firm or corporation beyond the consideration already paid as a part of the Agreement, 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 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 thereafter arise. It is agreed all liens or any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term "Ramsey 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. Abdulai agrees the Agreement binds her and also binds her heirs, executors, administrators, assigns, agents, partners and successors in interest. Abdulai 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 Ramsey County is liable.
- C. Abdulai agrees the Agreement is not an admission by Ramsey County of any violation of her rights, any statutory violation, or of any liability whatsoever and that Ramsey County has and continues to deny any liability whatsoever.
- D. Data concerning Abdulai shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act. Abdulai acknowledges and understands that nothing in Section 2.C above precludes Ramsey County from complying with a request for information made under the Minnesota Government Data Practices Act, a subpoena from any federal, state or local enforcement agency, a court order, or other legal process.
- E. Abdulai 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 Ramsey County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.

- F. Abdulai 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 Ramsey County and Abdulai.
- G. This Agreement contains the entire understanding between Ramsey County and Abdulai with respect to the subject matter of this Agreement. This is a fully integrated agreement, and supersedes all prior agreements, representations, and/or understandings by the Parties with respect to the subject matter of this Agreement.
- H. Abdulai also represents she has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. 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, Abdulai agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Abdulai 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 was represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by Ramsey County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Abdulai hereby agrees to indemnify Ramsey 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. 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.

- N. 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. In addition, signatures may be submitted via facsimile.
- O. Williams agrees that the drafting of the Agreement involved her attorney and attorneys for Ramsey County and that the Agreement shall not be construed against either party as the drafter.
- P. 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 his designee.

6. **Right to Consult and Rescission Period.**

EMPLOYEE IS SPECIFICALLY ADVISED TO CONSULT WITH AN ATTORNEY OF EMPLOYEE'S CHOICE BEFORE SIGNING THIS AGREEMENT WHICH RELEASES RIGHTS EMPLOYEE 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. EMPLOYEE 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" ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

IN THE EVENT EMPLOYEE SIGNS THIS AGREEMENT, EMPLOYEE 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 FIFTEEN (15) OR SEVEN (7) DAY PERIODS, RESPECTIVELY, AND PROPERLY ADDRESSED TO:

Kristine Nogosek
Assistant Ramsey County Attorney

Ramsey County Attorney's Office
360 Wabasha Street North
St. Paul, MN 55102

EMPLOYEE AGREES THAT EMPLOYEE HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL OF EMPLOYEE'S OWN CHOOSING AND THAT IF EMPLOYEE SIGNS THIS AGREEMENT, EMPLOYEE DID SO VOLUNTARILY AND WITHOUT ANY PRESSURE OR COERCION OF ANY NATURE FROM ANYONE. EMPLOYEE FURTHER AGREES THAT ANY AMENDMENTS TO THIS AGREEMENT WILL NOT EXTEND OR OTHERWISE RESTART ANY OF THE TIME PERIODS REFERRED TO IN THIS PARAGRAPH 6.

ACCEPTED AND AGREED TO:

03 / 28 / 2026
Date: _____

Tameca Abdulai

Tameca Abdulai

Date: _____

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


Date: _____

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

AS TO FORM:

Date: 03 / 27 / 2026

HALUNEN LAW

By: 
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Attorneys for Plaintiff

**JOHN J. CHOI
RAMSEY COUNTY ATTORNEY**

Date: May 6, 2026

By: 

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Attorneys for Defendant