

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

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

WHEREAS, Amy and John Waters ("Plaintiffs") have instituted legal proceedings against the County of Ramsey and Kathryn A. Fiega, Individually and in her capacity as an employee of Ramsey County ("Defendants") in the District Court for the State of Minnesota, Second Judicial District, 62-CV-23-4037 ("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 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 Plaintiffs and 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 Defendants agree to pay the sum of \$875,000 to Harper & Peterson, P.L.L.C. These payments shall constitute full and complete settlement of all claims asserted or which could have been asserted by Plaintiffs in the Litigation. The parties have also agreed to the following terms, which were read into the record on May 12, 2025, before Judge Leonardo Castro.

- a. By May 30, 2025, Ramsey County agrees to provide Plaintiffs with a copy of the Ramsey County criminal court file regarding Amy Waters, per the terms of the outstanding Order Temporarily Unsealing Expunged Criminal Record, dated April 22, 2025.
- b. By June 11, 2025, which is 30 days after May 12, 2025, the parties will work towards a letter stating the factual circumstances of Amy Waters' maltreatment appeal.
- c. After one year from the dismissal of this lawsuit, Ramsey County agrees to provide to Plaintiffs a summary of its actions regarding training efforts and applicable actions regarding the following:
 - i. Improve and implement Child Protections Services (CPS) investigative methods training. Including any efforts related to training on recording interviews, collecting relevant documents, investigating foster homes through a trauma-informed lens, and the inclusion of training on foster case Assessments versus Investigations.
 - ii. Implement proper CPS case and data management protocols to create consistency of data for reconsideration review.
 - iii. Data practices management protocols related to consistency and adherence to the requirements of the Minnesota Government Data Practices Act (MGDPA).
 - iv. Training regarding the MGDPA on subject of the data and foster parents.

The above-stated summations will be confidential and subject to the protective order.

- d. Within 30 days after issuance of the settlement check, Ramsey County will provide to Plaintiffs all emails sent and received by Kathryn Fiega to or from anyone regarding either Amy or John Waters from 2019 and 2020 and all emails sent and received by the Ramsey County Sheriff's Deputy, Matthew Solheid, who investigated the maltreatment allegations and swore out the criminal complaint against Amy Waters to or from anyone in 2019 and 2020.
 - i. Any of the emails subject to this request to which Ramsey County claims are privileged will be submitted to Judge Leonardo Castro for in camera review on the same date in which Ramsey County is to provide non-privileged documents to Plaintiffs.
 - ii. The result of the in camera review will be binding and non-appealable on all parties.
 - iii. Ramsey County will provide any emails to Plaintiffs not deemed privileged as the result of the in camera review within 30 days of the decision. No other remedy will be available related to this production or discovery.
- e. After dismissal of this lawsuit, should Plaintiffs wish to make a data request to Ramsey County pursuant to the MGDPA regarding any documents related to this lawsuit, the maltreatment case that is subject to this lawsuit, or the investigation thereof, or any other related data, Plaintiffs will first submit their request to Kristine Nogosek (kristine.nogosek@co.ramsey.mn.us), and/or the Acting Civil Division Director, who is currently Jada Lewis (jada.lewis@co.ramsey.mn.us).

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 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 from 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 Agreement. 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**

Upon delivery of the settlement check, the Parties hereto agree to execute and file a Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08. At the conclusion of the email disclosure and review process involving Judge Castro, pursuant to Section 3.d. of this Agreement, the Parties hereto agree to execute and file a Stipulation of Dismissal with Prejudice.

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 Defendants, or of the liability of any Defendant.

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 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**

Plaintiffs understand and acknowledge that the 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 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. The Plaintiffs assert that this

settlement is based upon their claims under the MGDPA which allows for the recovery of tort-based damages and that the consideration paid is for personal injury damages including physical injuries and sickness that were recoverable under their claims. Ramsey County takes no position on these assertions, nor does it take a position as to the taxability of the settlement payment.

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. **No Admission of Liability**

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 the Defendants and the County upon execution by the Board Chair, or her designee and the County Clerk, or his 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 District Court for the State of Minnesota, Second Judicial District.

ACCEPTED AND AGREED:

Plaintiff Amy Waters

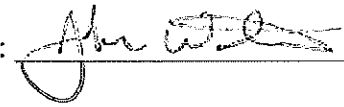
Date: 09/22/2025

By: 

Amy Waters
2915 Payne Ave.
Little Canada, MN 55117

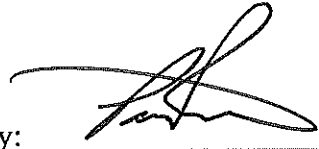
Plaintiff John Waters

Date: 09/22/2025

By: 

John Waters
2915 Payne Ave.
Little Canada, MN 55117

Date: 9/23/2025

By: 

Paul D. Peterson (#203919)
3040 Woodbury Drive
Woodbury, MN 55129-9617
Telephone: (651) 738-8539
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Attorney for Plaintiffs

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

Date: October 1, 2025

By: 

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Assistant Ramsey County Attorneys
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(651) 627-5473 (Bacon)
(651) 266-3230 (Nogosek)

ATTORNEYS FOR DEFENDANTS

For Defendants:

RAMSEY COUNTY

Date: _____

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

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