

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims (“Agreement”) entered into effective this 27th day of August, 2024:

WHEREAS Thomas Simpson and Michelle Simpson as court-appointed Co-Trustees for the next of kin of Decedent Abigail E. Simpson, has instituted legal proceedings against Ramsey County, in a lawsuit entitled *Thomas Simpson and Michelle Simpson as Co-Trustees for the next of kin Decedent Abigail E. Simpson v. Joyful Home Health Care, LLC; Adetomi Omotayo, individually and in her capacity as an employee of Joyful Home Health Care LLC; Nystrom & Associates, Ltd.; Kelsey Walczak (a/k/a Kelsey Sorensen), individually and in her capacity as an employee of Nystrom & Associates, Ltd.; Ramsey County; and John Does 1-10*, in the Second Judicial District Court, Court File No. 62-CV-22-2942 (the “Litigation”); and

WHEREAS, Thomas Simpson and Michelle Simpson as court-appointed Co-Trustees for the next of kin Decedent Abigail E. Simpson (the “Plaintiffs”) are dismissing the claims against Defendant Ramsey County in the Litigation such dismissal being with prejudice upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, with the advice and approval of counsel, Plaintiffs have agreed to compromise all claims against Defendant Ramsey County in the Litigation in exchange for a sum of money and other good and lawful considerations;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows:

1. Parties. This Agreement is made and entered into between Plaintiffs and Defendant Ramsey County. Plaintiffs and Defendant Ramsey County are hereinafter collectively referred to as “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 against Defendant Ramsey County.

3. Consideration. In consideration of Plaintiffs' agreement and release of claims, as set forth herein, Defendant Ramsey County agrees to pay Plaintiffs the sum of \$75,000.00. This payment shall constitute full and complete settlement of all claims asserted by Plaintiff against Defendant Ramsey County in the Litigation. This payment shall be made payable to Robins Kaplan LLP Trust Fund within sixty (60) days of receipt of Plaintiffs' fully executed Agreement.

4. Full and Final Release of All Claims. Plaintiffs hereby mutually voluntarily, inevitably, unconditionally waive and completely release Defendant Ramsey County from any and all claims, counterclaims, complaints, controversies, causes of action, demands, suits, damages, costs, attorneys' fees, or liabilities of any nature, known and unknown which were raised, or which could have been raised in the Litigation. Plaintiffs for themselves, their heirs, successors and assigns, and for the heirs, successors and assigns of Abigail E. Simpson do hereby release, acquit and forever discharge Defendant Ramsey County and its current, former, and future employees, officers, elected officials, directors, agents, departments, predecessors, successors and assigns in their official and individual capacities, and their successors and assigns (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 events described in the Third Amended Complaint in the Litigation. 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 the Parties hereto 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. Plaintiff Responsible for Subrogation and Liens.

Plaintiffs and their attorneys represent that there may be subrogation claims or liens arising from the events and injuries described in the Third Amended Complaint. Plaintiffs agree to assume full responsibility for settlement and reimbursement of such subrogation claims or liens, and further agrees to defend and indemnify and/or hold Defendant Ramsey County and the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the events and injuries described in the Third Amended Complaint.

6. Plaintiff's Ability to Execute Agreement and Receive Payment. Plaintiffs acknowledge that they have had the benefit of counsel regarding this Agreement. Both Thomas Simpson and Michelle Simpson as Co-Trustees for the next of kin Decedent Abigail E. Simpson are at least 18 years of age and mentally competent, and each has consulted with attorneys and other professional advisers of their choice regarding this Agreement and its legal and tax consequences.

7. Stipulation of Dismissal. The Parties hereto agree to execute and file a Stipulation of Dismissal with Prejudice in the forms attached hereto as Exhibit A following execution of this settlement agreement.

8. Voluntary Agreement. Without waiving any claims of privilege regarding any communications with their attorneys, Thomas Simpson, and Michelle Simpson as Co-Trustees for the next of kin Decedent Abigail E. Simpson acknowledges and agrees that they have read and

thoroughly discussed all aspects of this Agreement with their attorneys, that they understand this Agreement provisions, and that they sign and agree to this Agreement 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, costs, and disbursements, 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 Defendant Ramsey County, its employees, its agents, or any party benefited by this Agreement of the validity of this case or the Plaintiffs' claims, or of the liability of Defendant Ramsey County which validity and liability is expressly denied.

10. Settlement Forms. Plaintiffs and their counsel agree to approve and execute any forms necessary to obtain the above referenced settlement check, including W9 forms, and any forms or documents necessary to effectuate the dismissal of all claims against Defendant Ramsey County.

11. Complete Agreement. This Agreement contains and sets forth all of the terms agreed upon by the Parties regarding Plaintiffs' claims against Defendant Ramsey County and any of the Released Parties. This Agreement contains the entire understanding between Plaintiffs and Defendant Ramsey County and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

12. Tax Consequences. Plaintiffs understand and acknowledge that Defendant Ramsey County makes no representation or warranties to Plaintiffs as to any tax consequences of the settlement outlined in this Agreement and fully acknowledges that no tax advice or research has been provided by Defendant Ramsey County. 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 settlement and Agreement are solely the responsibility of Plaintiffs and further agrees to defend and indemnify and/or hold Defendant Ramsey County and the Released Parties harmless from any failure by the undersigned to pay any applicable taxes or assessments relative to this settlement and Agreement.

13. 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.

14. Effect of Agreement. Plaintiffs agree that this Agreement binds Plaintiffs and also binds Plaintiffs' 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.

15. All Claims Are Disputed. All claims, past, present, or future, are disputed. Defendant Ramsey County and 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 any party at any time or in any manner whatsoever.

**IN WITNESS WHEREOF**, and with the intent to be bound, the parties now **ACCEPT AND AGREE** to the terms of this agreement and have executed it on and as of the date set forth below:

*Signatures begin on the following page*

**For Plaintiff:**

Dated: 8/23/2024


  
\_\_\_\_\_  
Thomas Simpson

Dated: 8/23/2024

  
\_\_\_\_\_  
Michelle Simpson

Dated: 8/27/2024

**ROBINS KAPLAN LLP**

  
\_\_\_\_\_  
Brandon E. Vaughn (# 0389110)  
Rashanda C. Bruce (#0400019)  
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Minneapolis, MN 55402  
Phone: (612) 349-8500

*Attorneys for the Plaintiffs*

**For Defendant Ramsey County:**

Dated: September 3, 2024

**JOHN J. CHOI  
RAMSEY COUNTY ATTORNEY**

By:   
\_\_\_\_\_  
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*Attorneys for Defendant Ramsey County*

RAMSEY COUNTY

Date: \_\_\_\_\_

By: \_\_\_\_\_

Victoria Reinhardt

Its: Board Chair

By: \_\_\_\_\_

Mee Cheng

Its: Chief Clerk – County Board