

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

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

WHEREAS, Stephan Nicholas Holmes (“Plaintiff”) has instituted legal proceedings against Reed Newkirk, Armando Luna, Scott Brommerich, Zachary Rasmussen, Shaun M. Delrosario, Ahmed Mohamed, Rob Erickson, Chris Muellner, Robert Kerridge, and Bradford Namarkein (collectively, the “Defendants”), in a lawsuit entitled *Stephen Nicholas Holmes v. Reed Newkirk, et al.*, in United States District Court, Court File No. 22-CV-2985 (JWB/DJF) (“the Litigation”); and

WHEREAS, Plaintiff is dismissing the claims against the Defendants, such dismissal being with prejudice, inclusive of all claims against the Defendants in both their individual and official capacities, and 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 his 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 Plaintiff, the Defendants, and the Defendants’ employer, Ramsey County (“the County”). Plaintiff, the Defendants, and the 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.

3. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$75,000.00 to Stephan Nicholas Holmes, and agrees to issue payment to "Stephan Nicholas Holmes." This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation.

4. Full and Final Release of All Claims. Plaintiff for himself, Plaintiff's heirs, successors, and assigns, does hereby release, acquit and forever discharge the County and its current, former, and future employees, officers, elected officials, directors, agents, departments, predecessors, successors and assigns, including the Defendants, in their official and individual capacities, 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 he 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 the Fourth Amended Complaint in the Litigation. For clarity, this full and final release extends to claims asserted in *Holmes v. County of Ramsey, et al.*, in United States District Court, Court File No. 22-CV-2985 (KMM/DJF) and *Holmes v. County of Ramsey, et al.*, in United States District Court, Court File No. 24-CV-2879 (JWB/DJF). 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 Plaintiff's rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

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 Fourth 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 he 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

his 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 he 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 he has read and thoroughly discussed all aspects of this Agreement with his attorney, that he understands this Agreement's provisions, and that he 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 the Defendants or the County, or of the liability of any of the Defendants or the 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. Tax Consequences. Plaintiff understands and acknowledges that the Defendants or the 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 him by the Defendants or the 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.

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. 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.

15. 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 her designee.

16. 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.

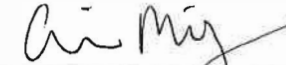
IN WITNESS WHEREOF, and with the intent to be bound, the parties now **ACCEPT**
AND AGREE to the terms of this agreement and have executed it on and as of the date set forth
below:

For Plaintiff:

Dated: _____


Stephan Nicholas Holmes

As to form:


Annika Misurya Reg. No. 0403537
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Minneapolis, MN 55402
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amisurya@forsgrenfisher.com

For Defendants and Ramsey County:

Date: _____

RAMSEY COUNTY

By: _____
Raphael Ortega
Its: Board Chair

By: _____
Jason Yang
Its: Chief Clerk -County Board

As to form:

Dated: 12/18/2024

JOHN J. CHOI
RAMSEY COUNTY ATTORNEY

By: 

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ATTORNEYS FOR THE DEFENDANTS
AND RAMSEY COUNTY