

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement is made and entered into by and between Aaron Joseph Norgren (“Norgren”) and the Minnesota Department of Human Services (“DHS”). The Agreement is as follows:

1. The parties wish to settle all of their differences without further costs to any of them.
2. Norgren and DHS have agreed to a complete settlement of all of the disputes existing between them.
3. In exchange for this Agreement and in full and final settlement, compromise and release of all of Norgren’s claims, DHS agrees to pay and Norgren agrees to accept the sum of fifteen thousand dollars and no cents (**\$15,000.00**) (the “Settlement Payment”), which represents payment in lieu of any other claim for damages, attorneys’ fees, costs, and any related expenses. Norgren hereby accepts this payment in full settlement of all claims he brought or could have brought related to his employment with DHS. DHS understands and agrees that it is under no separate obligation to make such payment to Norgren, and that the payment is offered to Norgren solely and exclusively in settlement of any claim Norgren might have against DHS and/or the State of Minnesota.

Provided Norgren signs this Agreement and does not rescind this Agreement as provided in Paragraph 8 below, the Settlement Payment shall be paid, no later than thirty (30) calendar days after Norgren executes this Agreement, as follows:

- a. One check for the sum of ten thousand dollars and no cents

(\$10,000.00) payable to Aaron Joseph Norgren. The payment shall represent non-wage loss damages. A 1099 tax form shall be issued to Norgren with regard to this payment.

- b. One check for the sum of five thousand dollars and no cents (\$5,000.00), for attorneys' fees and costs, made payable to Upper Midwest Law Center, 12600 Whitewater Dr., Suite 140, Minnetonka, MN 55343. All appropriate Form 1099s will be issued in connection with this payment.

Norgren represents and agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to him by DHS and/or the State of Minnesota. Norgren agrees that he will be responsible for and indemnify DHS and the State of Minnesota for payment of any and all state and federal tax liabilities and/or penalties, if any, regarding the payments described above. Norgren understands that the payments cannot be made unless and until his attorneys provide a W-9 and register for the State of Minnesota's SWIFT financial payment system.

4. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the DHS, or any of their respective past or present agents, representatives, officers, or employees.

5. The parties understand that the release of information by DHS about this matter is governed by Minn. Stat. § 13.01, *et seq.*, ("Minnesota Government Data Practices

Act”) and Minn. Stat. § 15.17, *et seq.*, (“Official Records Act”). The parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation; and (2) to avoid any and all further risks of litigation. The parties agree that the statement of specific reasons in this paragraph for settling this dispute is drafted to be consistent with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

6. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Norgren, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges DHS and the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand of any kind that Norgren ever had or might now have, whether or not any such claim is known to him. This release specifically includes, without limitation, all claims arising out of, or relating to Norgren’s employment with DHS, and all claims Norgren raised or could have raised in the action Norgren brought against DHS in the action in the United States District Court for the District of Minnesota entitled *Aaron Norgren v. Minnesota Department of Human Services*, No. 22-CV-02009 (PJS/JFD).

Norgren fully understands that this is a full, final and complete release of all claims against DHS and the State of Minnesota, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, as amended; the Family and Medical Leave Act;

the Americans with Disabilities Act; as amended; the Age Discrimination in Employment Act; the Minnesota Human Rights Act; the Minnesota Whistleblower Act; and any other local, state or federal laws, rules, regulations, ordinances or executive orders that may provide him with a cause of action in any way related to his employment with DHS.

This Agreement does not waive or release any rights or claims of any kind that Norgren may have which arise out of acts occurring after the date Norgren signs this Agreement.

7. Norgren acknowledges and agrees that he has been advised that he has the right to consult with an attorney, and has done so, prior to entering into this Agreement.

Norgren understands that, pursuant to the Age Discrimination in Employment Act, he has a period of twenty-one (21) calendar days to consider whether to sign this Agreement. Norgren understands that once he signs this Agreement, he has seven (7) calendar days during which he may rescind this Agreement as it relates to the Age Discrimination in Employment Act, and fifteen (15) calendar days during which he may rescind this Agreement as it relates to any claims under the Minnesota Human Rights Act. Norgren understands that the above-stated rescission periods run concurrently. To be effective, the rescission must be placed in writing, must be postmarked within the applicable above-identified period, be sent by certified mail, return receipt requested, and be addressed to:

Nick Pladson
Assistant Attorney General
State of Minnesota Attorney General's Office

445 Minnesota Street, Suite 1400
St. Paul, MN 55101-2131

Norgren understands that if he elects to rescind the Agreement, the entire Agreement will become null and void, and he will not receive the items described above in Paragraph 3 or the benefit of the non-monetary terms identified in Paragraph 4.

8. To the extent not otherwise covered by the terms of the protective order entered by the District Court in this matter, Norgren agrees that he will destroy or return all documents received from DHS that were provided as affirmative disclosures along with DHS's initial disclosures or in response to Norgren's written discovery requests. Norgren agrees that he will not share or disclose to any third-party, whether in whole or in part, any data, documents, or other information received during the course of this litigation, including but not limited to any documents or data reflecting internal DHS communications, investigations, investigative reports, civil investigative data, information technology security information, and any information about third-parties, including current and former employees of DHS.

10. The parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

11. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect.

12. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Ramsey County, Minnesota.

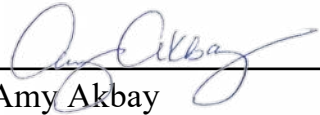
13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

14. Norgren agrees that he has read this Agreement, knows its contents, and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

Dated: _____, 2024

Dated: September 23, 2024

**MINNESOTA DEPARTMENT OF
HUMAN SERVICES**

By:  _____
Amy Akbay

Its: General Counsel

AARON JOSEPH NORGRN