

**SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement (“Agreement”) is entered into by and between Plaintiffs Bob Cajune; Cynthia Cajune; Kalynn Kay Aaker; S.W., C.W., O.W., and H.W., minors, by Kalynn Kay Aaker (“Plaintiffs”) and Independent School District No. 194, Lakeville and Michael Baumann, or any successor, in his official capacity as Superintendent of Independent School District No. 194 (collectively “District”).

**WHEREAS**, Plaintiffs filed a lawsuit against the District entitled *Bob Cajune; Cynthia Cajune; Kalynn Kay Aaker; S.W., C.W., O.W., and H.W., minors, by Kalynn Kay Aaker v. Independent School District 194 and Michael Baumann, or any successor, in his official capacity as Superintendent of Independent School District 194*, Court File No. 22-cv-2135 (JWB/ECW) (“Lawsuit”); and

**WHEREAS**, the Parties participated in an early settlement conference with Judge Elizabeth Cowan Wright on February 10, 2025 at Judge Wright’s chambers in St. Paul, Minnesota; and

**WHEREAS**, Attorney James Dickey of the Upper Midwest Law Center represents Plaintiffs, and Attorney Zachary Cronen of Squires, Waldspurger & Mace, P.A. represents the District in the Lawsuit;

**WHEREAS**, the Parties are entering into this Agreement in order to resolve any and all claims Plaintiffs may have against the District, and any of its representatives in their Lawsuit.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement, the relinquishment of certain legal rights, and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Settlement Payment.** Within thirty (30) calendar days after the Lawsuit is dismissed with prejudice as provided for in Paragraph 3 below, the District’s insurer will issue a check that is made to the Upper Midwest Law Center in the total amount of thirty thousand dollars (\$30,000.00). The check shall be sent to the following address: Upper Midwest Law Center, 12600 Whitewater Drive, Suite 140, Minnetonka, MN 55343, attn: James Dickey. The payment identified in this paragraph is full and complete consideration for this Agreement, including the release of all claims set forth in this Agreement. Plaintiffs shall have no claim whatsoever to any compensation, damages, or payments of any nature except as expressly stated in this Agreement.

2. **Release of All Claims.** In consideration of the payment and benefits outlined in this Agreement, and as an inducement for the District to enter into this Agreement, Plaintiffs hereby fully and completely release, acquit, and forever discharge the District, its current and former officers, employees, agents, representatives, insurers, attorneys, vendors, and other affiliates from any and all liability for any and all damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or relate to any action, decision, event, fact, or circumstance described in the Lawsuit, related to the subject-matter

of the Lawsuit, or which could have been asserted in the Lawsuit. Plaintiffs understand and agree that by signing this Agreement they are waiving and releasing any and all such claims, complaints, causes of action, and demands of any kind that they may have based on any federal or state law, including, but not limited to, the U.S. Constitution, the Minnesota Constitution, or any federal or state statute, regulation, rule, or common law that were made or could have been asserted in the Lawsuit. This release of claims is to be broadly construed to cover and apply to any and all claims that may legally be released consistent with this description.

3. **Stipulation for Order of Dismissal.** By signing this Agreement, the Parties authorize their attorneys to stipulate to an order of dismissal with prejudice authorizing the Court to dismiss the Lawsuit with prejudice, with no further action from the Parties, and with no award of any attorneys' fees, costs, or disbursements to either Party.

4. **Attorney Fees and Costs.** Consistent with the stipulation and order described in Paragraph 3, the Parties are responsible for their own attorney's fees, costs, and expenses. No Party may apply to the Court or otherwise seek to recover any fees, costs, or expenses from the other. All consideration for the exchanges in this Agreement are contained within this Agreement.

5. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.

6. **No Wrongdoing.** This Agreement is made to resolve a disputed matter and may not be construed as an admission of liability or wrongdoing by or on behalf of any party.

7. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota. The parties agree that the Minnesota federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. Minnesota state courts may only exercise jurisdiction over any such dispute if the federal courts determine they do not have jurisdiction. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

8. **Equal Drafting.** In the event any party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.

9. **Binding Effect.** The terms of this Agreement shall be binding upon and be enforceable against and shall inure to the benefit of the Parties hereto jointly and severally, including successors and assigns of each.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this matter. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties.

11. **Signatures.** This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

**BOB CAJUNE; CYNTHIA CAJUNE; KALYNN KAY AAKER; S.W., C.W., O.W., AND H.W., MINORS, BY KALYNN KAY AAKER ("PLAINTIFFS")**

Date: 4/7/2025 Robert N. Cajune  
Bob Cajune

Date: 4/7/2025 Cynthia Cajune  
Cynthia Cajune

Date: 04/07/2025 Kalynn Kay Aaker  
Kalynn Kay Aaker

Date: 04/07/2025 S.W., C.W., O.W., and H.W., minors, by Kalynn Kay Aaker  
S.W., C.W., O.W., and H.W., minors, by Kalynn Kay Aaker

**INDEPENDENT SCHOOL DISTRICT NO. 194, LAKEVILLE AND MICHAEL BAUMANN, OR ANY SUCCESSOR, IN HIS OFFICIAL CAPACITY AS SUPERINTENDENT OF INDEPENDENT SCHOOL DISTRICT NO. 194**

Date: 4-8-25 Matthew Swanson  
Matthew Swanson  
Board Chair

Date: 4-8-25 Michael Baumann  
Michael Baumann  
Superintendent