

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and between Plaintiff Jodie Carroll (“Plaintiff”) and the City of St. Paul (“City” or “Defendant”). The terms “Defendant,” “City,” and “Released Parties” in this Agreement mean the City of St. Paul, and all of its respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, this includes, but is not limited to, all employees and representatives of the Saint Paul Fire Department in their official and individual capacities. Plaintiff and Defendant are collectively referred to as “The Parties.”

WHEREAS, on or about January 15 and February 19, 2026, Plaintiff sent the City of St. Paul letters asserting allegations of, including but not limited to, retaliation, reprisal, harassment, discrimination and resulting damages against the Released Parties arising out of Plaintiff’s employment with the Saint Paul Fire Department (City of St. Paul).

WHEREAS, The City denies it has engaged in any wrongdoing or that it may be liable on any grounds to Plaintiff.

WHEREAS, the Parties wish to settle all of their differences, except those specifically identified herein without further costs to any of them.

WHEREAS, the Parties have agreed to a complete settlement of all of the claims made or could have been made by Plaintiff relative to or arising out of her employment with the City, but for those specifically identified herein.

NOW THEREFORE, in consideration of the promises and the mutual covenants and provisions of this Agreement, the Parties agree as follows:

1. In exchange for this Agreement and in full and final settlement, compromise, and release of all claims, the City agrees to take the actions described in this Agreement, including the payment of sums of money. Plaintiff hereby accepts these actions and payments in full settlement of all claims as set forth herein. The Parties agree that the City is under no separate obligation to make such payments to Plaintiff and that the payments are offered to Plaintiff solely and exclusively in settlement of any claim made or could have been made relative to or arising out of her employment with the City against the Released Parties.

2. Provided Plaintiff signs this Agreement and her attorneys provide a completed W-9, the following payments shall be made and shall be delivered to the law offices of Schaefer Halleen, LLC, within 20 business days after this Agreement is executed by Plaintiff, City Council approval has been obtained, and the rescission period has expired:

- a. To Plaintiff in the amount of \$92,500 and characterized as wage loss (IRS Form W-2).
- b. To Plaintiff in the amount of \$92,500 and characterized as emotional distress (IRS Form 1099-MISC).
- c. To Schaefer Halleen, LLC in the amount of \$25,000 (IRS Form 1099 each to Plaintiff and Schaefer Halleen, LLC).

Plaintiff agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to Plaintiff by the City. Plaintiff agrees that she will be responsible for and indemnify the City for any and all State and Federal tax liabilities and/or penalties, if any, regarding the payments described above.

3. Plaintiff acknowledges and agrees that the payment of sums and other terms herein constitute full and adequate consideration for this Agreement.

4. The City will pay all mediator's fees incurred in this matter.

5. 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 Released Parties.

6. The Parties understand that the release of information by the City 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").

7. 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, Plaintiff, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties from each and every legal claim or demand of any kind relative to her employment with the Saint Paul Fire Department and/or the City of Saint Paul she ever had or might now have, whether or not any such claim is known to Plaintiff. This release specifically includes, without limitation, all claims arising out of or relating to Plaintiff's employment with the Saint Paul Fire Department and/or City of Saint Paul and all claims Plaintiff raised or could have been raised relative to her employment.

8. Plaintiff fully understands that this is a full, final and complete release of all claims she now has whether latent, patent, disclosed or undisclosed, asserted or unasserted, known or unknown, foreseeable or unforeseeable against the Released Parties, including, but not limited to, all claims for discrimination, harassment, retaliation, compensation, wage and bonus claims of any kind, 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 Federal Rehabilitation Act, the Minnesota Human Rights Act, and any other local, state or federal

laws, rules, regulations, ordinances or executive orders relating to illegal discrimination in the workplace. Plaintiff also understands that she is releasing all claims as described above, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Plaintiff or any of Plaintiff's attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Plaintiff was defamed, or that Plaintiff's civil or constitutional rights have been violated, or that Plaintiff has been treated unfairly during her employment, separation from employment, or in her applications for employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

9. Plaintiff agrees to waive her right to any monetary, equitable, or other recovery should the EEOC, MDHR or any state or local agency pursue any investigation, opine on claims or render any rulings on her behalf or relative to her employment with the Released Parties. Further, to the extent applicable, Plaintiff agrees to seek withdrawal of any charges or complaints filed with the Minnesota Department of Human Rights and the Equal Employment Opportunity Commission to the fullest extent permitted by law. Plaintiff agrees that all of her allegations are set forth in any prior charges, complaints or correspondence that have been provided to the City and its attorneys.

10. This Agreement does not waive or release any rights or claims of any kind that Plaintiff may have which arise out of acts occurring after she signs this Agreement. Moreover, Plaintiff is not releasing any rights or claims which cannot be released by law,

including: (a) any accrued, vested or continuing employment or contractual benefits, which are subject to the terms of applicable Plaintiff benefit plans, COBRA, and rights under PERA; (b) claims that may arise after the date that Plaintiff signs this Agreement; (c) any rights to benefits under any applicable collective bargaining agreement or PERA.

This agreement in no way impacts or alters the rights and duties of the City and Plaintiff with regard to the issue of defense and indemnification of Plaintiff as a former employee, to the extent that indemnity and defense are required and set forth under Minnesota law.

Nothing in this agreement waives Plaintiff's entitlement to continuation of health care benefits pursuant to Minn. Stat. § 299A.465, to the extent legally entitled to same. Nothing in this agreement waives Plaintiff's right to seek recovery for workers' compensation benefits.

11. Plaintiff understands that the Minnesota Human Rights Act permits her to rescind claims under that Act within 15 days of executing this agreement. Plaintiff understands that, in order to be effective, rescission must be in writing and delivered to: St. Paul Deputy City Attorney, Anissa M. Mediger at St. Paul City Hall, St. Paul City Attorney's Office, 15 W Kellogg Boulevard, St. Paul, MN 55102 within the 15-day period. If mailed, the rescission or revocation must be postmarked within the 15-day period, addressed as set forth in the preceding sentence and sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to Deputy City Attorney, Anissa M. Mediger within the 15-day period. Should Plaintiff choose to rescind this Agreement, all terms hereof shall be cancelled, and she will not receive the settlement payment.

12. Plaintiff is represented by counsel and acknowledges and agrees that she

has been advised by the City that she has the right to consult with an attorney prior to entering into this Agreement.

13. Plaintiff agrees that she will not reapply for a position of employment with the City, and that any such application shall be rejected by the City, to the extent allowed by law.

14. Plaintiff understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning her claims referred to herein against the Released Parties and to secure dismissal of any other legal action that currently exists or that could be brought in the future by her against the Released Parties, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning her employment with the Released Parties.

15. Plaintiff further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and she further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

16. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this

settlement, or her eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

17. Plaintiff warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Further, Plaintiff shall indemnify, defend and hold harmless the City and any and all insurers (including non-Medicare-related) from any and all claims, liens, Medicare conditional payments and rights to payment or recovery, known or unknown. If any governmental entity, insurer or medical care provider or anyone acting on behalf of any governmental entity, insurer or medical care provider, seeks damages including multiple damages from the City and/or any and all insurers relating to payment by such governmental entity, insurer or medical care provider or anyone acting on behalf of such governmental entity, insurer or medical care provider relating to her alleged injuries or claims, Plaintiff will defend and indemnify the City and any and all insurers from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

18. Plaintiff agrees she will initiate formal dissolution of the 501(c)(3) non-profit involving the Fire Fighters Explorer program and provide proof of submission of Articles of Dissolution within 6 months of execution of this Agreement. Plaintiff will provide proof of dissolution upon receipt from the State of Minnesota.

19. 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.

20. 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 Minnesota.

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

22. Plaintiff agrees that she 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.

RELEASE - REVIEW BEFORE SIGNING!

Dated: 09/03/2026

Jodie Carroll

Jodie Carroll (Sep 4, 2026 12:12:05 CDT)

Jodie Carroll

Dated: 9/4/26

Anne C. Bolgert

Anne C. Bolgert, #

Associate Attorney

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*Attorney for Plaintiff Jodie
Carroll*

Dated: _____

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*Attorney for Defendant/City of
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