

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement is made and entered into by and between Paul A. Olson ("Olson") and the Minnesota Department of Human Services ("DHS").

1. The parties wish to settle all of their differences without further costs to any of them.
2. Olson 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 Olson's claims, DHS agrees to pay and Olson agrees to accept the sum of two hundred ninety five thousand Dollars and zero Cents (\$295,000.00) which represents payment in lieu of wage and non-wage damages and attorneys' fees and costs. Olson hereby accepts this payment in full settlement of all of his claims as set forth herein. DHS understands and agrees that it is under no separate obligation to make such payment to Olson and that the payment is offered to Olson solely and exclusively in settlement of any claim Olson might have against DHS and/or the State of Minnesota.

Provided Olson signs this Agreement and does not rescind this Agreement as provided in Paragraph 11 below, the following payments shall be made and shall be mailed to Halunen & Associates, 1650 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402, no later than six business days following the expiration of the rescission period identified below:

- (1) In the amount of \$18,976.20, minus applicable state, federal and FICA withholding, made payable to Paul Olson. This amount is in lieu of wage damages. A W-2 tax form will be issued with regard to this payment.
- (2) In the amount of \$157,531.80 in lieu of non-wage damages, made payable to Paul Olson. A 1099 tax form with the amount reported as "Other income" in Box 3 of the 1099-MISC will be issued with regard to this payment.

(3) In the amount of \$118,492, payable to Halunen & Associates, in lieu of attorney's fees.

Olson represents and agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to him by the DHS or the State of Minnesota. Olson agrees that he will be responsible for and indemnify the State for payment of any and all State and federal tax liabilities and/or penalties, if any, regarding the payments described above.

4. DHS shall pay Olson's share of Mediator's mediation fees.

5. Olson's two most recent EDIs shall be revised to reflect that Plaintiff's performance was "above expectations."

6. Olson agrees that he will not apply for or seek any employment with DHS as an employee, an independent contractor, or in any other capacity.

7. Olson agrees that effective at the close of business on May 6, 2014 he will retire from his employment with DHS and the State of Minnesota. Olson agrees that upon his execution of this Agreement, he will provide DHS with a letter of voluntary retirement, dated to May 7, 2014. Olson agrees to return all State-owned property to Sean Tolefree.

By executing this Agreement, Olson agrees to retire from DHS effective May 7, 2014. Olson shall be responsible for notifying the Minnesota State Retirement System of his retirement.

8. Olson and DHS understand that nothing in this Agreement precludes DHS from complying with the Minnesota Government Data Practices Act or other federal, state or local law, rule or regulation, an authorization for the release of information executed by Olson, a subpoena from any federal, state or local enforcement agency, or a court order.

9. 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, the State of Minnesota, or any of their respective past or present agents, representatives, officers, or employees.

10. 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 complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

11. 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, Olson, 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 Olson 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 Olson’s employment with DHS, and all claims Olson raised or could have raised in the action Olson brought against DHS, entitled *Olson v. Minnesota Dept. of Human Services*, Ramsey District Court, Civil File No. 62-CV-14-1624.

Olson fully understands that this is a full, final and complete release of all claims against the 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 Government Data Practices Act and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination in the workplace. Olson also understands that he is releasing all claims, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for violation of Minn. Stat. § 181.932, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Olson or any of his 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 fraud or misrepresentation, all claims that Olson was wrongfully discharged or defamed, or that his civil or constitutional rights have been violated, or that he has been treated unfairly during his employment with DHS and the State of Minnesota, 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.

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

12. Olson acknowledges and agrees that he has been advised by DHS that he has the right to consult with an attorney prior to entering into this Agreement. Olson and DHS entered into a binding mediation agreement on May 5, 2014, and this Agreement is a memorialization of that agreement.

Olson 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. Olson 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 the Minnesota Human Rights Act. Olson 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:

Michael Goodwin
Assistant Attorney General
Attorney General's Office
1100 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101-2128

Olson 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.

13. Olson, by and through his counsel, shall, upon receipt of the checks itemized above in Paragraph 3 and receipt of the copies of the revised EDIs referenced in Paragraph 5, execute a Stipulation Of Dismissal With Prejudice, attached hereto as Exhibit A, prepared in connection with the dismissal of the lawsuit Olson brought against DHS, entitled Olson v. Minnesota Department of Human Services, Ramsey County District Court, Civil File No. 62-CV-14-1624, and thereby agrees to the dismissal with prejudice of this litigation. The stipulation will be filed with the Court when it has been executed by counsel for all parties.

14. 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.

15. 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.

16. 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.

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

18. This Mediated Settlement Agreement is binding. The parties acknowledge that they have been advised that (1) the mediator has no duty to protect their interests or provide them with information about their legal rights, (2) signing this Agreement may adversely affect their legal rights, and (3) they should consult an attorney before signing this Agreement if they are uncertain of their rights.

19. Olson 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.

20. This agreement is not precedential and it shall not be received into evidence in any court or administrative proceeding unless the parties hereto seek to enforce the terms and commitments made herein. The parties agree that at any hearing or action to enforce the Agreement, the only issue shall be whether any party failed to comply with the terms of this Agreement

Dated: JUNE 12, 2014

Dated: _____, 2014



PAUL OLSON

MINNESOTA DEPARTMENT OF HUMAN SERVICES

By: _____
Its: _____

Dated: June 12, 2014

HALUNEN & ASSOCIATES



CLAYTON D. HALUNEN

Atty. Reg. No. 219721

SUSAN M. COLER

Atty. Reg. No. 217621

1650 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
P: (612) 605-4098

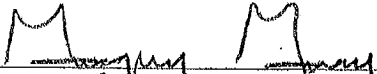
ATTORNEY FOR PLAINTIFF

Dated: _____, 2014

Dated: June 19, 2014

MINNESOTA DEPARTMENT OF HUMAN
SERVICES

PAUL OLSON

By: 
Its: Chief Compliance Officer

Dated: _____, 200__

HALUNEN & ASSOCIATES

CLAYTON D. HALUNEN

Atty. Reg. No. 219721

SUSAN M. COLER

Atty. Reg. No. 217621

1650 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
P: (612) 605-4098

ATTORNEY FOR PLAINTIFF