

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Chelsea Woods Association, Plaintiff, v. RowCal Management MN, LLC, Defendant.	Court File No. 27-CV-24-9384 MEDIATED SETTLEMENT AGREEMENT AND RELEASE
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THIS MEDIATED SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is fully effective as of August 19, 2025, and is entered into by Chelsea Woods Association ("Plaintiff") on one hand and RowCal Management MN, LLC ("Defendant") and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are parties to the above captioned matter (the "Action");

WHEREAS, each of the Parties has determined that it is desirable and beneficial for them to settle, compromise, and resolve the Action as more fully described herein;

WHEREAS, the Parties participated in a mediation with Mr. Donald R. McNeil in order to explore settlement of the Action and Mr. McNeil disclosed that his law firm previously represented Defendant in incorporation and neither party objected to this disclosure;

WHEREAS, the mediation was successful and the Parties now seek to execute this Agreement to fully describe the terms of settlement.

NOW THEREFORE, to more fully describe the terms of the settlement, and for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the undersigned Parties agree as follows:

SETTLEMENT TERMS

1. **Mutual Release of Claims.** The Parties hereby fully, finally, and unconditionally release and forever discharge one another, and each of their respective members, managers, officers, agents, employees, representatives, insurers, predecessors, successors, heirs, and assigns, from any and all claims, demands, causes of action, liabilities, damages, costs, or expenses of any kind or nature, whether known or unknown, asserted or unasserted, that were or could have been asserted in the Action, or that arise out of, relate to, or in any way concern the facts, circumstances, contracts, or issues underlying the Action. This release specifically includes, without limitation, any claims for malicious prosecution, defamation, failure to provide services, unauthorized payments, improper double billing, or any other claims connected in any way to the matters at issue in the Action. It is the express intention of the Parties that this provision constitutes a full, final, and mutual release of any and all claims that were or could have been asserted in connection with the Action.

2. **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 and the heirs, successors, personal representatives, and assigns of each.

3. **Mediator Disclosure.** The Parties hereto acknowledge that this Agreement was the result of a mediation conducted by Donald R. McNeil (the "Mediator") and that they each received in writing the statutory mediation disclosures including the following:

- the Mediator has no duty to protect their interests or provide the parties with information about their legal rights;
- signing a mediated settlement agreement may adversely affect the parties' legal rights; and
- parties should consult an attorney before signing a mediated settlement agreement if they are uncertain about their rights.

In entering this Agreement, the Parties represent that they have relied upon the advice of their attorney, who is the attorney of their own choice, concerning the legal consequences of this Agreement or had the opportunity to consult with their own attorney; and that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

4. **Stipulation of Dismissal.**

The Parties will file a joint stipulation for the dismissal of the Action with prejudice and on the merits within five days of the effective date of this Agreement. The parties will each bear their own attorneys' fees and other legal costs. The parties further agree that they will equally split the cost of mediation.

5. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws provisions.

6. Signatory Authority/Voluntary Execution.

Each of the signatories to this Agreement acknowledge that they are signing the same of their own free act and deed, after having had full benefit of legal counsel, and without being under any coercion, promise, or commitment, except as those expressly contained herein. Furthermore, each signatory to this Agreement, expressly represents they have the power, authority, and control to enter into this Agreement.

7. Counterparts.

This Agreement may be executed in any number of counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counterparts may be electronically signed and delivered by email and PDF, and electronic signatures shall have the same force and effect as handwritten signatures.

CHELSEA WOODS ASSOCIATION

Dated: 8-19-, 2025

Tom Navratil

By
Its President Tom Navratil

ROWCAL MANAGEMENT MN, LLC

Dated: August 19, 2025

Jake Christianson

By Jake Christianson
Its Chief Manager