



MINNESOTA
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MUTUAL RELEASE OF ALL CLAIMS

This MUTUAL RELEASE OF ALL CLAIMS ("Mutual Release") is entered into by and between David Marvin ("Marvin") and Jeff and Patti Johnson (the "Johnsons").

WHEREAS, Marvin claims that the Johnsons contributed to and published defamatory statements regarding Marvin in October of 2023;

WHEREAS, Marvin, through counsel, asserted claims against the Johnsons and others arising out of said statements (the "Claims"); and

WHEREAS, Marvin and the Johnsons, and their counsel, have successfully conferred for the purpose of arriving at a mutually satisfactory resolution of all disputes existing between them, and now desire to settle fully and finally all differences asserted in the lawsuit captioned *David Marvin vs Shana Lanctot, Matt Lanctot, Jeff Johnson, Patti Johnson, Coreen Lindquist*, Case No. 68-CV-23-682 which was filed in Minnesota State Court ("Lawsuit");

NOW, THEREFORE, in consideration of the agreements, covenants, and provisions set forth in this Agreement Marvin and the Johnsons hereby agree as follows:

1. Mutual Release. For good and valuable consideration, as acknowledged by all Parties, Marvin and the Johnsons hereby agree to a full and final release and discharge of all actions, claims, and demands whatsoever that now exist or may hereafter accrue against any party hereto, their respective heirs, successors, assigns, agents, representatives and related entities, arising out of the Claims and any claims that were or could have been asserted in the Lawsuit. This Mutual Release includes all claims that were raised or could have been raised. Marvin and the Johnsons warrant that no promise or inducement has been offered except as herein set forth; that this Mutual Release has been executed without reliance upon any statement or representation by the persons or parties released, or their representatives, concerning the nature and extent of the damages and/or legal liability therefor, and that each party is legally competent to execute this Mutual Release, and accepts full responsibility therefore.

Marvin and the Johnsons further agree, as further consideration and inducement for this compromised settlement, that this is a full and final release of all claims that shall apply to all known and unknown, and anticipated and unanticipated injuries and damages resulting from the Claims with respect to the Johnsons.

Nothing in this release is intended to operate as a release of, or in any way effect, the remaining claims set forth in the Lawsuit against Shana Lanctot, Matt Lanctot, Coreen Lindquist, or Kristin Couette Johnson.

Following execution of this Agreement, Marvin will dismiss his claims in the Lawsuit as to the Johnsons. All other claims in the Lawsuit against parties other than the Johnsons will not be dismissed as a result of this Agreement.

2. Assurance of Discontinuance. The Johnsons agree to refrain from making further comments regarding the issues in the Lawsuit or the subject of the October 30, 2023, letter signed by the Johnsons that is at issue in the Lawsuit, including but not limited to, comments regarding purported past misconduct by Marvin or other members of the Warroad Girls Hockey coaching staff or negative comments regarding the Warroad Girls Hockey program.

3. Non-Disparagement. The Johnsons agree to refrain from making any disparaging comments about David Marvin, members of the Marvin family, or the MAX Foundation, in any forum or through any medium, including social media, after execution of this Agreement. Any such statements will constitute a material violation of this Agreement.

4. Agreed Upon Statement. The Parties agree that any party may publicize and release the following statement on social media and elsewhere: "*Jeff and Patti Johnson signed a letter dated October 30, 2023, regarding David Marvin and the Warroad Girls Hockey program. The letter contained untrue statements accusing Marvin of criminal activity, sexual harassment, and other wrongful conduct. Jeff and Patti Johnson regret signing the letter, and regret any impact their actions had on Coach Marvin's reputation or the Warroad Girls Hockey program. Jeff and Patti Johnson look forward to continuing to support the Warroad Girls Hockey program.*"

5. Governing Law. This Mutual Release shall be governed by and construed in accordance with the internal laws of the State of Minnesota without reference to conflict of law principles.

6. Representations by All Parties. Each Party hereto represents and agrees that he, she or it has thoroughly discussed all aspects of this Agreement with that Party's attorneys; has carefully read and fully understands all of the provisions of this Agreement, and knowingly and voluntarily enters into this Agreement.

7. Attorneys' Fees and Costs. Each Party to this Agreement will bear his, her or its own costs, expenses, disbursements, and attorneys' fees with respect to the Lawsuit and the negotiation and execution of this Agreement.


8. Claims Not Assigned or Transferred. All Parties hereto represent and warrant that each is the legal party in interest in all claims asserted or that could have been asserted in the Lawsuit, with legal title to all rights and claims asserted and hereby released pursuant to this Agreement. All Parties hereto represent and warrant that each has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.

9. Entire Understanding. This Agreement and full and final release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof.

10. Acknowledgment of Authority. Each person executing this Agreement hereby represents and warrants that he, she, or it is authorized to do so and by doing so binds the Party whose behalf he, she, or it signs this Agreement.

11. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed or scanned and emailed copies of signatures shall be accepted and deemed original signatures to this Agreement for all purposes.

Dated: 4-17-24



Jeff Johnson

Dated: _____

Patti Johnson

Dated: _____

David Marvin

10. Acknowledgment of Authority. Each person executing this Agreement hereby represents and warrants that he, she, or it is authorized to do so and by doing so binds the Party whose behalf he, she, or it signs this Agreement.

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Dated: _____

Jeff Johnson

Dated: _____

Patti Johnson
Patti Johnson

Dated: _____

David Marvin

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Dated: _____

Jeff Johnson

Dated: _____

Patti Johnson

Dated: 4-4-24



David Marvin



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MUTUAL RELEASE OF ALL CLAIMS

This MUTUAL RELEASE OF ALL CLAIMS ("Mutual Release") is entered into by and between David Marvin ("Marvin") and Matt and Shana Lanctot (collectively "the Lanctots") and Coreen Lindquist ("Ms. Lindquist")

WHEREAS, Marvin alleged that the Lanctots and Ms. Johnson authored, contributed to, and published multiple defamatory statements regarding Marvin in October of 2023;

WHEREAS, Marvin, through counsel, asserted claims against the Lanctots and Ms. Lindquist and others arising out of said statements (the "Claims"); and

WHEREAS, Marvin and the Lanctots and Ms. Lindquist, and their counsel, have successfully conferred for the purpose of arriving at a mutually satisfactory resolution of all disputes existing between them, and now desire to settle fully and finally all differences asserted in the lawsuit captioned *David Marvin vs Shana Lanctot, Matt Lanctot, Jeff Johnson, Patti Johnson, Coreen Lindquist*, Case No. 68-CV-23-682 which was filed in Minnesota State Court ("Lawsuit");

NOW, THEREFORE, in consideration of the agreements, covenants, and provisions set forth in this Agreement Marvin and the Lanctots and Ms. Lindquist hereby agree as follows:

1. Payment. Payment. The Lanctots and Ms. Lindquist agree to make a financial donation in the amount of \$5,000.00 in the name of Coach David Marvin to Sophie's Squad. Proof of payment shall be provided to counsel within 30 days of the dismissal of the action.
2. Mutual Release. For good and valuable consideration, as acknowledged by all Parties, Marvin and the Lanctots and Ms. Lindquist hereby agree to a full and final release and discharge of all actions, claims, and demands whatsoever that now exist or may hereafter accrue against any party hereto, their respective heirs, successors, assigns, agents, representatives and related entities, arising out of the Claims and any claims that were or could have been asserted in the Lawsuit. This Mutual Release includes all claims that were raised or could have been raised. Marvin and the Lanctots and Ms. Lindquist warrant that no promise or inducement has been offered except as herein set forth; that this Mutual Release has been executed without reliance upon any statement or representation by the persons or parties released, or their representatives, concerning the nature and extent of the

damages and/or legal liability therefor, and that each party is legally competent to execute this Mutual Release, and accepts full responsibility therefore.

Marvin and the Lanctots and Ms. Lindquist further agree, as further consideration and inducement for this compromised settlement, that this is a full and final release of all claims that shall apply to all known and unknown, and anticipated and unanticipated injuries and damages resulting from the Claims with respect to the Lanctots and Ms. Lindquist.

Following execution of this Agreement, Marvin will dismiss his claims in the Lawsuit as to the Lanctots and Ms. Lindquist.

3. Assurance of Discontinuance. The Lanctots and Ms. Lindquist agree to refrain from making further comments regarding the issues in the Lawsuit or the subject of the October 30, 2023, letter signed by the Lanctots and Ms. Lindquist that is at issue in the Lawsuit, including but not limited to, comments regarding purported past misconduct by Marvin or other members of the Warroad Girls Hockey coaching staff or negative comments regarding the Warroad Girls Hockey program.
4. Non-Disparagement. The Lanctots and Ms. Lindquist agree to refrain from making any disparaging comments about David Marvin, members of the David Marvin family, or the MAX Foundation, in any forum or through any medium, including social media, after execution of this Agreement. Any such statements will constitute a material violation of this Agreement.
5. Removal Of Defamatory Posts. Shana Lanctot agrees to delete or otherwise remove the posts containing the October 30 Letter and those identified in the Complaint from all social media accounts.
6. Agreed Upon Statement. The Parties agree that any party may publicize and release the following statement on social media and elsewhere: "The Lanctots and Ms. Lindquist signed a letter dated October 30, 2023, regarding David Marvin and the Warroad Girls Hockey program. Shana Lanctot publicized the October 30 Letter and its content through podcasts, news media, and her other social media accounts. The letter and Lanctot's posts contained untrue statements accusing Marvin of criminal sexual harassment, and hazing in violation of Minnesota Statutes. The Lanctots and Ms. Lindquist regret signing the letter, and regret any impact their actions had on Coach Marvin's reputation or the Warroad Girls Hockey program.

7. Governing Law. This Mutual Release shall be governed by and construed in accordance with the internal laws of the State of Minnesota without reference to conflict of law principles.
8. Representations by All Parties. Each Party hereto represents and agrees that he, she or it has thoroughly discussed all aspects of this Agreement with that Party's attorneys; has carefully read and fully understands all of the provisions of this Agreement, and knowingly and voluntarily enters into this Agreement.
9. Attorneys' Fees and Costs. Each Party to this Agreement will bear his, her or its own costs, expenses, disbursements, and attorneys' fees with respect to the Lawsuit and the negotiation and execution of this Agreement.
10. Claims Not Assigned or Transferred. All Parties hereto represent and warrant that each is the legal party in interest in all claims asserted or that could have been asserted in the Lawsuit, with legal title to all rights and claims asserted and hereby released pursuant to this Agreement. All Parties hereto represent and warrant that each has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.
11. Entire Understanding. This Agreement and full and final release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof.
12. Acknowledgment of Authority. Each person executing this Agreement hereby represents and warrants that he, she, or it is authorized to do so and by doing so binds the Party whose behalf he, she, or it signs this Agreement.
13. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed or scanned and emailed copies of signatures shall be accepted and deemed original signatures to this Agreement for all purposes.

Dated: _____

Shana Lanctot

Dated: _____

Matt Lancot

Dated: 4/28/24

Coreen Lindquist

Coreen Lindquist

Dated: _____

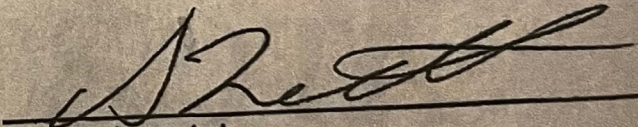
David Marvin



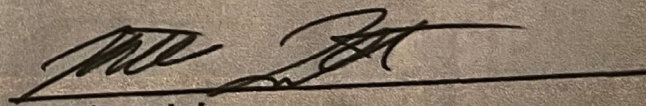
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- 9. Attorneys' Fees and Costs. Each Party to this Agreement will bear his, her or its own costs, expenses, disbursements, and attorneys' fees with respect to the Lawsuit and the negotiation and execution of this Agreement.
- 10. Claims Not Assigned or Transferred. All Parties hereto represent and warrant that each is the legal party in interest in all claims asserted or that could have been asserted in the Lawsuit, with legal title to all rights and claims asserted and hereby released pursuant to this Agreement. All Parties hereto represent and warrant that each has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.
- 11. Entire Understanding. This Agreement and full and final release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof.
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Dated: 7/24/24


Shana Lanctot

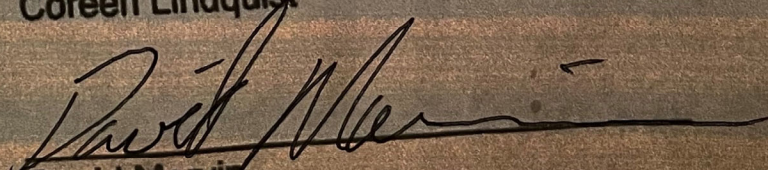
Dated: 7/24/24


Matt Lanctot

Dated: _____

Coreen Lindquist

Dated: _____


David Marvin



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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS (“Settlement Agreement”) is entered into by and between David Marvin (“Marvin”), and Kristin Coauette (“Coauette”). Marvin and/or Coauette may individually be referred to as a “Party” and collectively as the “Parties” in this Settlement Agreement.

RECITALS

WHEREAS, on November 13, 2023, Marvin filed a Summons and Complaint in Roseau County, *David Marvin v. Shana Lanctot, Matt Lanctot, Jeff Johnson, Patti Johnson, Coreen Lindquist, and Kristin Coauette*, Court File No. 68-CV-23-682 (“Lawsuit”); and

WHEREAS, Marvin asserted in his Complaint, which Coauette denies, that two of Coauette’s social media posts, whereby Coauette shared a letter dated October 30, 2023 authored by the remaining defendants in the Complaint as well as Coauette’s comment on a video recording of the Grand Forks Best Source (“Social Media Posts”), were defamatory and that as a result he suffered damages; and

WHEREAS, on June 25, 2024, the Parties participated in mediation with the Honorable Thomas Sipkins (ret.);

WHEREAS, Coauette has denied all allegations of wrongdoing with respect to the Lawsuit;

WHEREAS, the Parties wish to amicably resolve their disputes and to avoid the uncertainty, costs, inconvenience, and expense associated with the Lawsuit and any litigation that could result therefrom; and

WHEREAS, the Parties have agreed to fully and finally settle their disputes between them and any and all claims between them arising out of or relating to the Lawsuit on the terms as set forth in this Settlement Agreement and have drafted this document to memorialize their agreement;

NOW THEREFORE, in consideration of above recitals (which are hereby incorporated into and made a part of this Settlement Agreement), the agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Settlement Payment.** In full and final satisfaction of the dispute arising out of and/or relating to the Lawsuit, Coauette agrees to pay, and Marvin agrees to accept, Seventeen Thousand Dollars and No Cents (\$17,000.00) (the “Settlement Amount”) within twenty (20) days of full execution of this Settlement Agreement via a check which shall be sent to Marvin’s counsel at: 30 E. 7th Street, #2800, St. Paul, MN 55101.

2. **Mutual Full and Final Release of Claims.** For good and valuable consideration, as acknowledged by all Parties, Marvin and Coauette hereby agree to a full and final release and discharge of all actions, claims, and demands whatsoever that now exist or may hereafter accrue

against any party hereto, their respective heirs, successors, assigns, agents, representatives, insurers (including, but not limited to American Family Insurance, S.I.), and related entities, arising out of or in any way related to the claims asserted in the Lawsuit, whether foreseen or unforeseen, known or unknown including claims that could have, but were not, asserted in the Complaint (“Released Claims”), including all past, present, and future damages of any kind, whether foreseen or unforeseen, known or unknown, arising out of or resulting from the Complaint and/or the Released Claims.

Marvin and Coauette warrant that no promise or inducement has been offered except as herein set forth; that this Mutual Release has been executed without reliance upon any statement or representation by the persons or parties released, or their representatives, concerning the nature and extent of the damages and/or legal liability therefor, and that each party is legally competent to execute this Mutual Release, and accepts full responsibility therefore.

2. **Medicaid/Medicare Release.** Marvin agrees that all medical bills, hospital liens, Medicare and Medicaid liens or any other liens, including third party providers or health insurance companies, held by any other party claiming a right to reimbursement have been paid, will be paid, or will be fully assumed by him. Marvin agrees to fully and completely indemnify, save and hold harmless Coauette and American Family Insurance Group, its heirs, administrators, executors, successors, and assigns and all other persons and organizations for any claims for medical bills, hospital liens, Medicare and Medicaid liens, or any other liens, including third party providers and health insurance companies, held by any other party claiming a right to reimbursements. Marvin agrees to fully complete and provide Coauette’s counsel with a copy of the MDCR Compliance Form included herein as Exhibit A within ten (10) days of receipt of the Settlement Amount.

3. **Removal of Social Media Posts.** Coauette hereby agrees to remove the Social Media Posts within Fourteen (14) days of full execution of this Settlement Agreement.

4. **Defamatory Statements.** Coauette and Marvin agree not to make any defamatory statements about each other, their spouses, their children, or the MAX Foundation on social media for a period of two (2) years from the date of full execution of this Settlement Agreement.

5. **Agreed Upon Statement.** The Parties agree that they may release the following statement on social media or otherwise:

To whom it may concern:

I did not draft, authorize, author, or review the October 30 letter before it was sent. I did not take any particular steps to verify the accuracy of its contents and I do not adopt or endorse the statements as my own. I only forwarded the post on social media because I know the parents involved and I supported their effort to start a conversation about girl’s hockey in Warroad. Regarding the video interview, I did not participate in the interview and I forwarded it because of my interest in the topic. My family and I no longer reside in Warroad and I do not wish to have further involvement in this topic of conversation.

6. **No Admission.** This Settlement Agreement represents the resolution of the Released Claims and the Lawsuit, and it does not constitute an admission of liability on the part of any Party. The Parties have agreed to the terms described herein to reach an expeditious resolution of the Lawsuit and to minimize the time, attorneys' fees, and costs that otherwise would be expended.

7. **Dismissal With Prejudice.** The Parties agree that the Lawsuit shall be dismissed with prejudice and with no fees or costs awarded to either party upon the execution of the Settlement Agreement and Marvin's receipt of the Settlement Amount as set forth in Exhibit B attached hereto.

8. **Invalid Provisions.** If any provision of this Settlement Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the Parties' agreement and the invalidity of any other provisions shall not affect the validity of other provisions or the other Parties' duty to perform their obligations under the same.

9. **Counterpart Execution.** This Settlement Agreement may be executed in counterparts and delivered by facsimile or electronic transmission of signature pages, each of which shall be treated as an original.

10. **Governing Law.** This Settlement Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota without reference to conflict of law principles.

11. **Representations by All Parties.** Each Party hereto represents and agrees that he, she, or it has thoroughly discussed all aspects of this Settlement Agreement with that Party's attorneys; has carefully read and fully understands all of the provisions of this Settlement Agreement, and knowingly and voluntarily enters into this Settlement Agreement.

12. **Claims Not Assigned or Transferred.** All Parties hereto represent and warrant that each is the legal party in interest in all claims asserted or that could have been asserted in the Lawsuit, with legal title to all rights and claims asserted and hereby released pursuant to this Agreement. All Parties hereto represent and warrant that each has not previously assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein.

13. **Construction.** The Parties have jointly drafted this Settlement Agreement. Any ambiguity in its terms shall not be construed against any one of the Parties.

14. **Entire Agreement.** This Settlement Agreement and full and final release sets forth the entire agreement between the Parties, and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof.

14. **Attorneys' Fees/Costs.** The Parties shall each bear his/her own attorneys' fees and costs incurred with respect to this dispute, and the settlement thereof.

15. **Authority.** The signatories to this Settlement Agreement represent that they are duly authorized to execute this Settlement Agreement, either on their own behalf, or on behalf of their principal.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release of Claims, effective as of the last date written below.

Dated: _____

David Marvin

Dated: 7/17/2024

DocuSigned by:
Kristin Coauette
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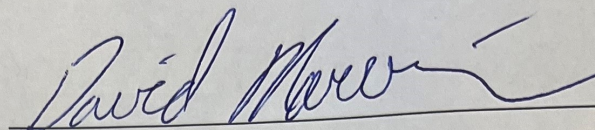
Kristin Coauette

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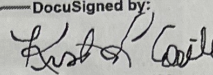
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Dated: _____



David Marvin

Dated: 7/17/2024

DocuSigned by:

5B4E18B925BB498...

Kristin Coauette

