

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS
FOR THE DEPARTMENT OF HEALTH

In the Matter of the Administrative Penalty
Order Issued to Daniel Dingmann

SETTLEMENT AGREEMENT

1. PARTIES.

This Stipulated Agreement, hereinafter the “Agreement,” shall apply to and be binding upon the following parties:

- A. Daniel Dingmann hereinafter “Respondent”; and
- B. The Commissioner of the Minnesota Department of Health, hereinafter “Department.”

2. PURPOSE AND SCOPE OF SETTLEMENT AGREEMENT.

The purpose of this Agreement is to resolve the appeal of the November 1, 2023 Administrative Penalty Order issued by the Department to Respondent. In entering into this Agreement, the Department and Respondent are settling a disputed matter.

3. DEFINITIONS.

Unless otherwise explicitly stated, the definitions in Minnesota Statutes section 149A.02 apply to the terms used in this Agreement.

4. STATEMENT OF FACTS AND LAW.

The following constitutes a summary of the facts agreed to by Respondent and the Department.

- A. The Department is authorized, pursuant to Minnesota Statutes section 149A.03, to license funeral establishments and morticians. The Department also, pursuant to Minnesota Statutes section 149A.03, enforces state laws relating to the removal, preparation, transportation, and disposition of dead human bodies. Pursuant to Minnesota Statutes section 149A.06, the Department has the authority to conduct inspections of licensed funeral establishments, and if the Department determines

that a licensee has violated a provision of Chapter 149A, it has the authority to issue corrections and to assess administrative penalties.

- B. Respondent holds a mortuary science license from the Department and is the owner of Dingmann Funeral Home and Cremation Service, located at 109 East 7th Street, Adrian, Minnesota.
- C. After receiving a complaint on January 21, 2022, the Department conducted an investigation of Respondent relating to an invalid internship registration permit. Following the investigation, the Department determined that Respondent violated certain provisions of chapter 149A, including sections 149A.20, subd. 6 and 149A.70, subds 1, 3, 6 and 7. As a result, on November 1, 2023, the Department issued an Administrative Penalty Order (“APO”) with corrective actions and a non-forgivable penalty of \$10,000. On November 15, 2023, the Department received Respondent’s request for a contested case hearing regarding the November 1, 2023 APO.
- D. The Department thereafter commenced a contested case at the Office of Administrative Hearings (“OAH”). The matter has been docketed as OAH Docket No. 24-0900-39720.
- G. The Parties have agreed to an informal disposition of this matter without a hearing.

5. RESOLUTION.

In order to settle this dispute, the Parties agree as follows:

- A. By entering into this settlement agreement, Respondent hereby withdraws its appeal of the November 1, 2023 APO and the Parties will stipulate to the dismissal of the contested case, OAH Docket No. 24-0900-39720.
- B. Respondent agrees to pay \$3,000 of the non-forgivable civil penalty assessed in the November 1, 2023 APO. Respondent shall pay the \$3,000 once the Department has issued an invoice with payment instructions outlined.
- C. The Department agrees to rescind \$2,000 of the penalty assessed in the November 1, 2023 APO and stay the remaining \$5,000 penalty for a period of one year from the execution of this Agreement. Within one month of the execution of the agreement, Respondent will submit a plan to the Department about how he will complete the corrective actions listed on pages 8 and 9 of the APO, attached as Exhibit 1. As long as Respondent complies with the corrective actions in the APO and the terms of this Agreement during the period of the stay, the remaining \$5,000 of the penalty shall be waived and the Respondent shall have no obligation to pay any portion of this amount. In the event of noncompliance with the terms of this Agreement during the period of the stay, or if Respondent does not comply with the corrective actions within one year of execution of this Agreement, Respondent

agrees that the stayed \$5,000 will become immediately due and owing, and the Department may then file and enforce the penalty as a district court judgment without further notice or additional proceedings pursuant to Minnesota Statutes section 16D.17.

- D. The Parties acknowledge that upon execution of this Agreement, this Agreement becomes a final order of the Commissioner.
- E. The Parties waive all further hearings, reviews, procedures, proceedings, and claims related to the November 1, 2023 APO to which the Parties may be entitled under the Minnesota and or United States Constitutions, statutes, or rules.

6. RESPONSIBILITY FOR COSTS.

The Parties agree that, with the exception of the penalty assessed in paragraph 5 of this Agreement, the Parties are not entitled to and shall not seek from any court or OAH any other monetary relief or compensation, including damages or other fees, costs, expenses, disbursements, or litigation expenses in connection with the issues raised in the November 1, 2023 APO and Respondent's appeal and request for a hearing.

7. DISMISSAL OF PROCEEDINGS.

The Parties agree that upon execution of this Agreement, the appeal pending at OAH (Docket No. 24-0900-39720) may be dismissed.

8. RIGHT TO COUNSEL.

Respondent acknowledges that he has been advised of his rights to a hearing in this matter, to present argument, and to appeal from any adverse determination after a hearing, and Respondent hereby expressly waives those rights. Respondent further acknowledges that he has read, understands, and agrees to this Agreement, and has freely and voluntarily signed it and entered into this Agreement.

9. OTHER REMEDIES RESERVED.

Nothing in this Agreement shall waive the Department's right to enforce this Agreement, or to take any action authorized by law, including the exercise of the Department's authority under chapter 149A. This Agreement shall not in any way limit or affect the authority of the Department or the Commissioner to proceed against Respondent by initiating a contested case hearing or by other appropriate means on the basis of any act, conduct, or omission of Respondent justifying enforcement that is not the subject of the November 1, 2023 APO. The Parties acknowledge that this Agreement does not preclude the Department from any future investigation, survey, or enforcement action against Respondent.

10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.

11. VENUE.

Disputes regarding the meaning of this Agreement or actions to enforce this Agreement shall be venued in Ramsey County District Court, in St. Paul, Minnesota.

12. DATA PRACTICES.

The Parties to this Agreement understand and agree that the release of information from any Department file pertaining to this matter, including this Agreement, is governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13; the Official Records Act, Minn. Stat. § 15.17; and any other applicable law.

13. SUCCESSORS.

All rights inure to, and obligations bind, successors, heirs, and assignees of all parties involved.

14. AMENDMENTS.

This Agreement may only be amended by written and signed agreement between the Parties.

15. EFFECTIVE DATE AND COUNTERPARTS.

This Agreement shall be effective upon the date it is signed by all parties. This Agreement may be executed in one or more counterparts, which shall be construed together as if one instrument. Any party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were an original.

BY THEIR SIGNATURES HEREON, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT, THEIR AGENTS, CONTRACTORS, AND SUBSIDIARIES

DANIEL DINGMANN

BY: _____

NAME: Daniel Dingmann

Dated this ____ day of _____, 2024.

MINNESOTA DEPARTMENT OF HEALTH

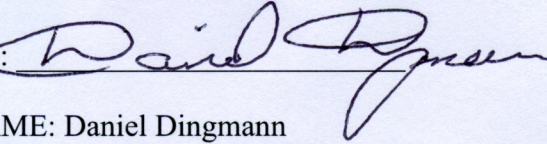
BY: 

NAME: Carol Backstrom

TITLE: Assistant Commissioner of the Minnesota Department of Health

Dated this 14th day of May, 2024.

DANIEL DINGMANN

BY: 

NAME: Daniel Dingmann

Dated this 17 day of may, 2024.

MINNESOTA DEPARTMENT OF HEALTH

BY: _____

NAME: Carol Backstrom

TITLE: Assistant Commissioner of the Minnesota Department of Health

Dated this ____ day of _____, 2024.