

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Jerald Boitnott, individually and on behalf
of all others similarly situated,

Case No. 19-CV-00534 (WMW-HB)

Plaintiff,

v.

**SETTLEMENT AGREEMENT AND
RELEASE OF PLAINTIFF'S
CLAIMS**

City of Saint Paul, Minnesota,

Defendant.

This Settlement Agreement and Release of Plaintiff's Claims ("Agreement") is made and entered into by and between Plaintiff, Jerald Boitnott, individually and his heirs, executors, administrators, successors, trustees and assigns (the "Claimant") and the City of Saint Paul, its employees, agents, administrators, attorneys and assigns (the "City").

RECITALS

- A. On or about, March 5, 2019, the Claimant filed suit against the City of Saint Paul in a case captioned *Jerald Boitnott, individually and on behalf of all others similarly situated v. City of Saint Paul*, Minnesota, Case No. 0:19:-cv-00534-JRT-DTS pending in the United States District Court for the District of Minnesota ("the Lawsuit"). In his Complaint, the Claimant alleged violations of the Americans with Disabilities Act (ADA) and its implementing regulations set forth in 28 CFR 35.101 et seq. relative to the accessibility of various parking meters located within the City of Saint Paul.
- B. On or about, March 27, 2019, the City of Saint Paul filed an Answer to Claimant's Lawsuit.
- C. The purpose of this Agreement is to facilitate the settlement, dismissal with prejudice and release of all claims between the parties executing this Agreement arising out of the Lawsuit and includes all claims that were or could have been brought by the Claimant with respect to the facts giving rise to the Lawsuit.
- D. The City of St. Paul denies all claims and by settling this case, it is not an admission of liability in any way of the City of St. Paul, its agents or employees. Further, the Parties agree that there has been no adjudication as to

the merits of any of the claims raised herein and the fact that Defendant has entered into this Agreement should not be considered evidence of liability.

- E. This Agreement between and resolution of Claimant's lawsuit in no way impacts, limits or resolves any agreement, resolution or third-party action between the City and any other entity, including but not limited to the third-party action currently pending by the City against Cale America, Inc., et. al.

COMPLIANCE RELIEF

- F. As part of the resolution of all claims, the City agrees to replace, repair or upgrade the existing non-ADA Compliant parking meters by no later than April 21, 2021. As part of the repair or replacement, the City will ensure that the process is performed in compliance with the 2010 ADAAG or applicable standards under state and federal law at the time of installation.
- G. On or before April 30, 2021, the City will report to the Claimant via his counsel the City's efforts to comply with this Agreement. The report will include the status of the repair, replacement or upgrade of the on-street parking pay stations and the physical dimensions of the modified pay stations, the installation date, and a map to determine their location. An installation map will suffice for this reporting requirement.
- H. The report referenced above will be sent to the following individuals at the email address:

Pat Michenfelder
Bruce Carlson

pat@thronsetlaw.com
bcarlson@carlsonlynch.com

INDIVIDUAL RELIEF

- I. In further consideration for the resolution of all of Claimant's claims, the City shall deliver to the Claimant the sum of Forty Five Thousand Dollars and No/100 (\$45,000.00), inclusive of all costs and fees, and upon receipt of which, the Claimant will release and forever discharge the City from all past, present or future actions, causes of action, lawsuits, claims and demands of every kind and nature arising in any way out of the facts and circumstances giving rise of the claims in the Lawsuit, this includes but is not limited to future damages, interest, costs, attorneys' fees, punitive damages, or any other damages or expenses of any kind or character whatsoever, whether based on tort, contract, or other theory of recovery, whether known or unknown, which have arising in the past or which may arise in the future, whether directly or indirectly, caused by,

connected with, resulting from or arising in any way out of any and all claims embodied in the lawsuit.

- J. This release and discharge shall be fully binding and a complete settlement among and between the Parties to this Agreement and their heirs, assigns and successors.

IMPLEMENTATION

- K. In consideration for the Agreement set forth above, the Claimant shall enter into a stipulation to dismiss with prejudice all claims against the City upon receipt of the draft for \$45,000.00.
- L. The Court in which the matter is currently pending shall have jurisdiction and be a proper venue for disputes concerning this Agreement.
- M. This Agreement constitutes the entire agreement between the Claimant and the City on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written Agreement shall be enforceable.
- N. The duration of this Agreement shall be sunset or about the day the last currently deployed on-street parking pay station is replaced pursuant to the terms of this Agreement or April 30, 2021, whichever date comes first.

HOLD HARMLESS

- O. The Claimant covenants and agrees that he will not, either by himself or in concert with others, or by virtue of further judicial proceedings of any kind whatsoever, make or cause to be made, acquiesce in or assist in the bringing of any other action for damages or any other relief against the City or released entities arising out of the Lawsuit hereinabove described.

NO RELIANCE ON REPRESENTATION

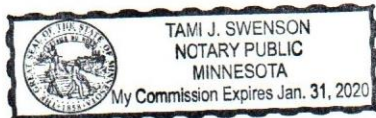
- P. The Claimant warrants that the terms of this Agreement have been completely read and fully understood and that he is voluntarily accepting the provisions contained therein. Claimant further represents and warrants that this Agreement is executed without reliance on any statement or representation made by the City or any of its agents or representatives concerning the nature and extent of his injuries or damages, or legal liability, financial responsibility, financial status or assets of any party.

READING OF THE AGREEMENT

- Q. The Claimant further represents that he has had an opportunity to review the terms of this Agreement with these attorneys and that he fully understands those terms and their significance. The Claimant represents that he decided voluntarily to sign this document after having obtained advice of counsel and his own free will.
- R. The Claimant hereby declares that the terms of this Agreement have been carefully read and are fully understood and are voluntarily accepted for the purpose of making a full and final compromise of any and all claims, between the parties named in this Agreement, whether disputed or otherwise, for and on account of the injuries or damages above-mentioned. This Agreement contains Four (4) pages and is the entire agreement of the parties.

Dated: 11/13/2019

Signed and Notarized:



Tami Swenson
11/13/2019

Jerald Boitnott

Jerald Boitnott
Plaintiff