

PIERRINGER RELEASE

The undersigned Sartu Nagayo, mother of decedent Haysem Sani, Lancine Fofana, father of decedent Mohamed Fofana and Danielle Meldahl, mother of minor Plaintiff Devin Meldahl, as parents and natural guardians of the minor Plaintiffs (hereinafter "Plaintiffs") have agreed for the sole consideration of \$400,000 relating to the death of Haysem Sani, \$400,000 relating to the death of Mohamed Fofana and \$200,000 relating to injuries sustained by minor Plaintiff Devin Meldahl, to hereby release and forever discharge the City of St. Paul and its employees, heirs, administrators, executors, successors and assigns from any and all claims, demands, damages, actions and causes of action of whatever kind or nature which they now have or may have or may hereafter have arising out of, in consequence of, or on account of any damages, losses or injuries to persons or property or both, whether known or unknown, whether developed or undeveloped, apparent and latent, anticipated and unanticipated, resulting or to result from an incident which occurred on May 22, 2013 at the Lilydale Regional Park, St. Paul, Minnesota. It is agreed by the parties and their counsel that annuities will be included as part of the settlements referenced above, and for that purpose, the parties and their counsel agree to execute all necessary documentation as required by the annuity company.

This is a Release of the settling parties only. In accepting the sum stated above, the undersigned hereby agree to credit and satisfy that fraction, portion and percentage of the total amount of their whole causes of action on behalf of decedents Haysem Sani and Mohamed Fofana and minor Plaintiff Devin Meldahl's injuries and damages, which fraction, portion and percentage has been caused by the fault if any of the City of St. Paul as may hereafter be determined to be the case in trial or other disposition including arbitration of this matter. Sartu Nagayo, Lancine Fofana and Danielle Meldahl as parents and guardians of the minor Plaintiffs agree to fully and forever discharge and release the City of St. Paul to the extent that it is found to be liable and responsible as may hereafter be determined to be the case in trial or other disposition, including arbitration of this matter for their fraction, portion and percentage of Plaintiffs' whole cause of action for injury and damage which they may or may hereafter have against all parties and persons on account of the above described incident.

In so accepting, crediting, satisfying, releasing and discharging the City of St. Paul, the parents and guardians referenced above expressly reserve the balance of their whole cause of action for their injuries and damages against all other persons and parties who may be at fault, and share a responsibility for the above described incident.

Further, the parents and guardians identified above agree to indemnify the City of St. Paul and their employees, heirs, administrators, executors, successors and assigns and hold them harmless from any all claims for contribution and indemnity made or to be made by other parties or persons who may be at fault, and against other parties and

persons to the extent of the settling party's fraction, portion and percentage of fault which has been released.

In the event that the parents and guardians identified above fail to satisfy any such judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault which has been released, they hereby consent and agree that upon filing of this document or a copy of it, without further notice to them, an order or other decree may be entered by a court or other body in which said judgment or other order or decree of disposition is entered satisfying the judgment or other order or decree of disposition to the extent of said fraction, portion or percentage of fault which has been released.

It is one of the purposes and intents of this Agreement that the City of St. Paul will be protected so that it will never be required to make any payment to any other person, firm or corporation for contribution or indemnity, so the undersigned hereby consent and agree to support the City of St. Paul in any actions that may be necessary to accomplish that purpose, including support for dismissal with prejudice, on the merits, of any and all such claims for contribution or indemnity.

All agreements and understandings between the parties to this Pierringer Release are embodied and expressed herein and neither this Release nor the payments of the sums identified therein shall be construed or used as an admission of liability on the part of the City of St. Paul since the above sum is being paid in compromised settlement of and to avoid the trouble and expense of further investigation and litigation of the above described incident.

We agree that this Agreement is intended to be a Pierringer Release which shall have the same effect as the Release used in *Pierringer v. Hoyer*, 21 Wis. 2d 182, 124 N.W.2d 106 (1963), and its progeny, *Frey v. Snelgrove*, 260 N.W.2d 918 (Minn. 1978), and that this settlement is bound by and interpreted in light of those decisions.

It is understood and agreed that this settlement is the compromise of doubtful and disputed claims and that payments made hereto are not to be construed as an admission of liability on the part of the City of St. Paul, and that the City of St. Paul denies liability therefore and intends merely to avoid litigation and buy its peace.

The undersigned Danielle Meldahl hereby declares and represents that the injuries sustained by Devin Meldahl are or may be permanent and progressive, and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the City of St. Paul or its representatives.

The undersigned further declare and represent that no promise, inducement or agreement not expressed herein has been made to them and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

The undersigned Danielle Meldahl agrees that she will obtain a complete discharge of any and all medical liens filed or to be filed in the future regarding injuries sustained in the May 22, 2013 incident, and further agree that she will satisfy from the proceeds of said settlement all liens that have been made or may be made in the future regarding said incident. In this regard, the undersigned will provide the City of St. Paul will documentation demonstrating that existing liens have in fact been satisfied.

The City of St. Paul agrees to assist in the purchase of annuities in regard to the settlement as designated by counsel for Plaintiffs.

The parties to this agreement agree that final approval of this settlement shall be made by the St. Paul City Council and that payments pursuant to this agreement will be made thereafter.

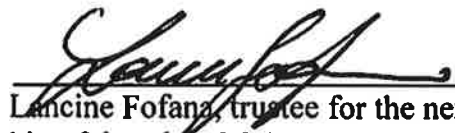
The parties and their counsel hereby agree not to comment on the settlement to the media. If the parties and their counsel are approached by the media or other third parties, the parties and their counsel agree to state that the case was resolved to the mutual satisfaction of the parties and their counsel, and to respond to any further inquiries by saying "no comment."

The undersigned have read the foregoing Release and fully understand it.

Dated: _____, 2014

Sartu Nagayo, trustee for the next of
kin of decedent Haysem Sani

Dated: 02-12, 2014



Lencine Fofana, trustee for the next of
kin of decedent Mohamed Fofana

Dated: _____, 2014

Danielle Meldahl, mother of minor
Plaintiff Devin Meldahl

The undersigned further declare and represent that no promise, inducement or agreement not expressed herein has been made to them and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

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The parties and their counsel hereby agree not to comment on the settlement to the media. If the parties and their counsel are approached by the media or other third parties, the parties and their counsel agree to state that the case was resolved to the mutual satisfaction of the parties and their counsel, and to respond to any further inquiries by saying "no comment."

The undersigned have read the foregoing Release and fully understand it.

Dated: _____, 2014

Sartu Nagayo, trustee for the next of
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Dated: _____, 2014

Lancine Fofana, trustee for the next of
kin of decedent Mohamed Fofana

Dated: 2/13, 2014

x 

Danielle Meldahl, mother of minor
Plaintiff Devin Meldahl

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The City of St. Paul agrees to assist in the purchase of annuities in regard to the settlement as designated by counsel for Plaintiffs.

The parties to this agreement agree that final approval of this settlement shall be made by the St. Paul City Council and that payments pursuant to this agreement will be made thereafter.

The parties agree that they will not go to the media to comment on this settlement; however, if the Plaintiffs and/or their counsel are approached by the media regarding this settlement, the Plaintiffs and/or their counsel agree not to negatively characterize this settlement or make any disparaging remarks regarding the City of St. Paul relating to this matter. If asked by the press to comment on this settlement, Plaintiffs and/or their attorneys will agree to respond that Plaintiffs' claims have been settled by a mutual agreement of the parties without further comment.

The undersigned have read the foregoing Release and fully understand it.

Dated: 02-22, 2014

Sartu Nagayo
Sartu Nagayo, mother and guardian of
decendent Haysem Sani

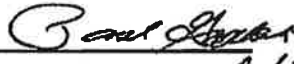
Dated: _____, 2014

Lancine Fofana, father and guardian of
decendent Mohamed Fofana

Dated: _____, 2014

Danielle Meldahl, mother of minor
Plaintiff Devin Meldahl

Dated: _____, 2014

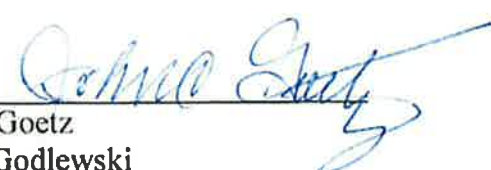

John C. Goetz
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Counsel for Plaintiffs

2/22/14

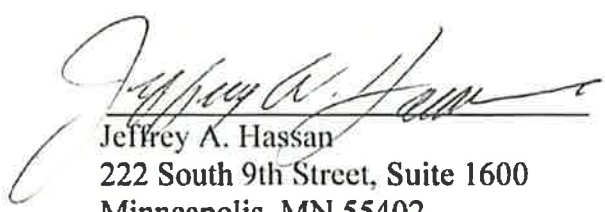
Dated: _____, 2014

Jeffrey A. Hassan
222 South 9th Street, Suite 1600
Minneapolis, MN 55402
Counsel for Plaintiffs

Dated: 2/12, 2014


John C. Goetz
Paul E. Godlewski
Schwebel Goetz & Sieben
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Counsel for Plaintiffs

Dated: Feb. 12,, 2014


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