

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

Court File No.12-2786 (PJS/AJB)

Tobari West,

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

Officer Rondle Townsend,  
Officer Todd Bjorkman,  
and City of St. Paul,

Defendants.

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Tobari West being of lawful age, for the sole consideration of thirty thousand dollars and no cents (\$30,000.00) to the undersigned in hand paid, receipt of which is hereby acknowledged, does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges Officers Rondle Townsend and Todd Bjorkman, the City of St. Paul, its employees, agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any all claims, actions, causes of action, demands, rights, damages, costs, loss of services, attorney's fees, expenses and compensation whatsoever which the undersigned now has or which he may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damages and the consequences thereof resulting or to result from the incident occurring on April 14, 2011 at 1756 Beech Street, St. Paul, Minnesota as described in Plaintiff's Complaint.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that any injuries sustained by him as a result of the incident described in Plaintiff's Complaint 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, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives.

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

That as part of the Settlement Agreement, Plaintiff agrees to amend his Complaint to dismiss Officers Townsend and Bjorkman as party Defendants with prejudice once Plaintiff has received the settlement check.

Dated: 2-1-13

Tobari West  
Tobari West, Plaintiff