

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Civil Rights

Thomas Benjamin Nelson,

City of Saint Paul Claim No. C-120123

Claimant,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Respondent.

This Settlement Agreement and Release is entered into by and between Thomas Benjamin Nelson (“Nelson”) and the City of Saint Paul (“City”).

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the claim made by Nelson against the City in Claims File No. C-120123.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

a. The City shall pay the sum of \$95,000.00 to Nelson and his attorney Christopher Zipko in full, final and complete settlement of all claims to date arising out of the incident on January 10, 2012, which have been or could have been asserted in this claim or lawsuit, including any costs, disbursements and attorney’s fees available under 42 U.S.C. § 1988. The City will issue a check payable to Christopher Zipko for \$95,000.00 and issue him a Form 1099 reflecting this amount at the appropriate time.

b. In consideration of the payment referenced in paragraph 1 above, Nelson does hereby release, discharge and acquit the City, its officers, agents and employees,

including but not limited to Eric Diskerud, Kevin Sullivan and Teip Vixayvong of and from all manner of actions, suits, claims or damages, whether known or unknown, that Nelson, his heirs, successors and assigns ever had, have or ever can have to claim to have against the City regarding any damage, loss or injury sustained by Nelson that he claimed or could have claimed arising from the incident on January 10, 2012. Nelson further agrees that neither him nor his agents, his attorneys and other persons speaking or working on his behalf, will make any representations or characterizations regarding the officers involved in this matter to the media or otherwise.

c. Nelson certifies that he is not a Medicare recipient and there are no Medicare liens related to the January 10, 2012 incident. Nelson agrees, however, that the proceeds of this settlement will go towards any future Medicare liens related to this incident.

d. In consideration of the promises made herein pursuant to the Settlement Agreement and Release the parties hereto agree to immediately stipulate to the dismissal of Nelson's claim, without costs or disbursements awarded to any party.

e. The City asserts that this is a compromise of a disputed claim and that any promises or payments made pursuant to this Settlement Agreement and Release are not to be construed as an admission of liability on the part of any person or party.

f. The terms of this Settlement Agreement and Release are contractual in nature and not a mere recital. The parties agree there are no other written or oral agreements or understandings that modify the terms set forth in this Settlement Agreement and Release.

Dated: September 3, 2014


THOMAS BENJAMIN NELSON, Claimant

Dated: September 3, 2014


CHRISTOPHER J. ZIPKO, # 0330425
Attorney for Claimant
871 East Seventh Street
Saint Paul, MN 55106
Telephone: (651) 774-2728
Fax: (651) 344-4422
Email: www.zipkolaw.com

Dated: September 5, 2014

SARA R. GREWING
City Attorney

JUDITH A. HANSON, #207408
Assistant City Attorney
Attorneys for Respondent
750 City Hall and Court House
15 West Kellogg Boulevard
Saint Paul, MN 55102
Telephone: (651) 266-8722
Fax: (651) 266-8787
Email: judy.hanson@ci.stpaul.mn.us