

## PIERRINGER RELEASE

The undersigned Plaintiffs James Reyes, Jessica Reyes and Michael Reyes, being of lawful age, for the sole consideration of One Hundred Five Thousand and no/100ths (\$105,000.00) Dollars the receipt of which is hereby acknowledged, does hereby release and forever discharge Defendant City of St. Paul, its employees, and its 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 which they may hereafter have regarding, arising from or in any way connected with Plaintiffs' claims that he was sexually abused by Defendant Deryl Baysinger as set forth in Plaintiffs' Complaint.

This is a Release of the settling parties only. In accepting the sum stated above, Plaintiffs hereby credit and satisfy that fraction, portion and percentage of the total amount of their whole cause of action for injuries and damages, which fraction, portion and percentage has been caused by the fault, if any, of the settling party as may hereafter be determined to be the case in trial or other disposition, including arbitration, of this matter. Plaintiffs fully and forever discharge and release the settling party to the full extent that it is found to be responsible, as may hereafter be determined to be the case in trial or other disposition, including arbitration, of this matter, for its fraction, portion and percentage of Plaintiffs' whole cause of action for injuries and damages which he may or may hereafter have against all parties and persons on account of the incidents described in Plaintiffs' Complaint.

In so accepting, crediting, satisfying, releasing and discharging, Plaintiffs expressly reserve the balance of the whole cause of action for their injuries and damages against all other persons and parties who may be at fault and who share a responsibility for the incidents described in Plaintiffs' Complaint, as well as Plaintiffs' resulting injuries and damages.

Plaintiffs agree to indemnify Defendant City of St. Paul, its employees, and its heirs, administrators, executors, successors and assigns, and hold them harmless from any and all claims for contribution and indemnity made or to be made by other parties or persons who may be at fault and share responsibility for the incident described in Plaintiff's Complaint and Plaintiff's resulting injuries and damages. Plaintiffs agree to satisfy their judgment or order or decree or disposition which may be rendered in their favor for their whole cause of action for their injuries and damages against other parties and persons to the extent of the settling party's action, portion and percentage of fault which has been released. In the event that Plaintiffs 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, Plaintiffs hereby consent and agree that upon the filing of this document or copy of it, without any further notice to Plaintiffs, 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 settling party 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 Plaintiffs hereby consent and agree to support the settling party 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.

Plaintiffs and their counsel agree that they will respond to any inquiries regarding the settlement of this lawsuit from the media with the following statement: "A settlement has been reached to the mutual satisfaction of the parties without any admission or allegation of wrongdoing on the part of the City of St. Paul."

Plaintiffs further agree that they will be responsible for obtaining a complete discharge of any and all liens filed or to be filed in regard to the events described in Plaintiffs' complaint, and further agrees that they will satisfy from the proceeds of this settlement, all liens that have been made or may be made in the future regarding the incidents described in Plaintiffs' complaint and the treatment therefore. In this regard, Plaintiffs will provide the City with documentation demonstrating that actual or potential liens have in fact been satisfied.

It is understood and agreed that this settlement, 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 City of St. Paul, and that the City denies liability therefore, and intends merely to avoid litigation and buy its peace.

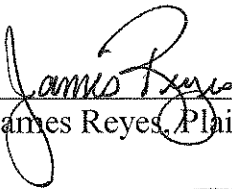
Date: 12/10/2010

  
Michael Reyes, Plaintiff

Date: 12-10-2010

  
Jessica Reyes, Plaintiff

Date: 12/13/2010

  
James Reyes, Plaintiff

Date: 12-14-2010

  
Philip Villaume, Counsel for Plaintiffs