

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Luke Prescott,

Case No. 12-CV-2253 (PAM/JJK)

Plaintiff,

vs.

Officers Scott David Wendell, Matthew Onnen, Kimberly Kunde, and John Does 1-3, in their individual and official capacities as Saint Paul Police Officers, and the City of Saint Paul,

**DEFENDANTS OFFICERS
MATTHEW ONNEN, KIMBERLY
KUNDE AND THE CITY OF SAINT
PAUL'S SETTLEMENT
AGREEMENT
AND PIERRINGER RELEASE**

Defendants.

Plaintiff, Luke Prescott, being of lawful age, for the sole consideration of thirty thousand dollars (\$30,000.00) to the undersigned, does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges Defendants Officer Matthew Onnen, Officer Kimberly Kunde and the City of Saint Paul and their employees, agents, servants, successors, heirs, executors and administrators of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorney's fees and compensation whatsoever which the Plaintiff 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 damage and the consequences thereof resulting or result from the incident occurring on November 2, 2008 as described in Plaintiff's Complaint.

The Plaintiff agrees to be solely responsible for and to satisfy any and all liens, subrogation interests and derivative claims, and will indemnify and hold harmless Defendants Officer Matthew Onnen, Officer Kimberly Kunde and the City of Saint Paul, their insurers, reinsurers, successors, officers, employees, representatives, agents and assigns from all liability, causes of action, claims and demands, whether actual or potential, arising out of claims of the undersigned, including settlement of said claims, and further but not limited to, claims for indemnity and/or subrogation for worker's compensation or medical benefits, physical or mental health care services, and claims for attorneys' fees and costs. The Plaintiff also agrees to provide to Defendants Officer Matthew Onnen, Officer Kimberly Kunde and the City of Saint Paul, indemnification and fully-executed releases from all parties who have asserted claims or who may assert claims for payments made to or on behalf of the undersigned arising from or related to the subject incident.

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 Plaintiff hereby declares and represents that the injuries allegedly sustained by him 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 any reliance upon any statement or representation of the parties hereby released or their representatives.

This is a release of the settling parties only. In accepting the sum stated above, Plaintiff hereby credits and satisfies that fraction, portion and percentage of the total amount of his whole cause of action for his injury and damage, which fraction, portion and percentage has been caused by the fault, if any, of the settling parties as may hereafter be determined to be the case in trial or other disposition, including arbitration, of this matter. Plaintiff fully and forever discharges and releases the settling parties to the extent that it is found they are 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 our whole cause of action for injury and damage which Plaintiff 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, Plaintiff expressly reserves the balance of his whole cause of action for his injury and damage against all other persons and parties who may be at fault and share a responsibility for the above-described incident and Plaintiff's resulting injury and damage.


Further, Plaintiff agrees to indemnify Defendants Officer Matthew Onnen, Officer Kimberly Kunde and the City of Saint Paul and their 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 against other parties and persons to the extent of the settling parties' fraction, portion and percentage of fault which has been released. In the event that Plaintiff fails 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, he hereby consents and agrees that upon the

filing of this document or a copy of it, without further notice to Plaintiff, 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 parties be protected so that they will never be required to make any payment to any other person, firm or corporation for contribution or indemnity, so Plaintiff hereby consents and agrees to support the settling parties 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.

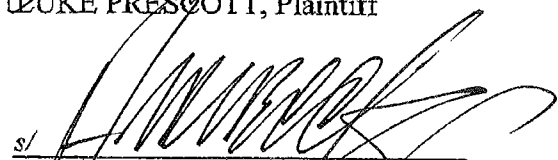
Finally, Plaintiff agrees that the above sum is the sole consideration for this release and that the stated consideration is contractual and not a mere recital. All agreements and understandings between the parties are embodied and expressed herein and neither this release nor the payment of the sum shall be construed or used as an admission of liability since the above sum is being paid in compromise settlement of and to avoid the trouble and expense of further investigation and litigation of the above-described incident. Plaintiff agrees 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.

Plaintiff has read this *Pierringer* Release and understands all its terms. Plaintiff signs it voluntarily and with full knowledge of its consequences.

Dated: December 20, 2012.


LUKE PRESCOTT, Plaintiff

Dated: December 26, 2012.

s/ 
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Dated: December 20, 2012.

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