

## **PIERRINGER RELEASE**

The undersigned May See Xiong, mother and natural guardian of minor Plaintiff Lucas Lee, has agreed for the sole consideration of \$20,000 to hereby release and forever discharge the City of Saint 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 she now has 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/or latent, anticipated and/or unanticipated, resulting or to result from an incident which occurred on May 22, 2013 at the Lilydale Regional Park, Saint Paul, Minnesota.

This is a Release of the settling parties only. In accepting the sum stated above, the undersigned hereby agrees to credit and satisfy that fraction, portion and percentage of the total amount of her whole causes of action on behalf of minor Plaintiff Lucas Lee regarding his injuries and damages, which fraction, portion and percentage has been caused by the fault, if any, of the City of Saint Paul as may hereafter be determined to be the case in trial or other disposition including arbitration of this matter. May See Xiong as parent and natural guardian of minor Plaintiff Lucas Lee hereby agrees to fully and forever discharge and release the City of Saint 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 Saint Paul, May See Xiong as mother and natural guardian of minor Plaintiff Lucas Lee reserves the balance of her 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, May See Xiong as mother and natural guardian of minor Plaintiff Lucas Lee agrees to indemnify the City of Saint Paul and their employees, heirs, administrators, executors, successors and assigns and hold them harmless from any and all claims for contribution and indemnify 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 mother and natural guardian May See Xiong, identified above, 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, she hereby consents and agrees that upon filing of this document or a copy of it, without further

notice to her, 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 Saint Paul will be protected so it will never be required to make any payment to any other person, firm or corporation for contribution or indemnity, so the undersigned hereby consents and agrees to support the City of Saint 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 payment of the sum identified herein shall be construed or used as an admission of liability on the part of the City of Saint 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.

The undersigned 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.

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

The undersigned May See Xiong hereby declares and represents that the injuries sustained by Lucas Lee are or may be permanent and progressive, and that the 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 City of Saint Paul or its representatives.

The undersigned further declares and represents that no promise, inducement or agreement not expressed herein has been made to her 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.

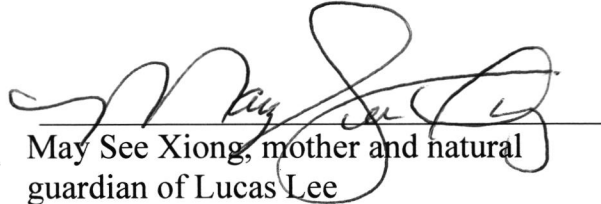
The undersigned May See Xiong agrees that she will obtain a complete discharge of any and all medical liens filed or to be filed in the future regarding injuries sustained in the May 22, 2013 incident, and further agrees that she will satisfy from the proceeds of said settlement all liens that have been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

The parties to this agreement agree that final approval of this settlement shall be made by the Saint Paul City Council. Defendant agrees to make payment of the settlement amount to the undersigned and her counsel within 30 days of receipt of the signed Settlement Agreement.

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 has read the foregoing Release and fully understand it.

Dated: 10/13/2014, 2014

  
May See Xiong, mother and natural  
guardian of Lucas Lee