

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

David Elgersma,

Plaintiff,

vs.

City of Saint Paul, Lynette Cherry,
Christopher Hansen, and Heather Weyker,
in their official and individual capacities,

Defendants.

Court File No. 21-cv-1792 KMM/DJF

**SETTLEMENT AGREEMENT
AND RELEASE**

Plaintiff David Elgersma, being of lawful age, for the sole consideration of one hundred eighty-five thousand dollars and no cents US (\$185,000.00 US) by Defendant City of Saint Paul, does hereby and for his heirs, executors, administrators, successors and assigns, release, acquit and forever discharge Lynette Cherry, Christopher Hansen, Heather Weyker, the St. Paul Police Department, the City of St. Paul and their respective agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and 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 may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily, mental, psychological and/or personal injuries and property damages and the consequences thereof resulting or to result from the incident which occurred on

July 11, 2019 (the “Subject Incident”) as referenced in Plaintiff’s Complaint filed in U.S. District Court, Court File No. 21-cv-1792 (KMM/DJF) (“the Litigation”).

It is understood and agreed that this settlement is the compromise of a 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.

The undersigned hereby declares and represents that the injuries 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 reliance upon any statement or representation of the parties hereby released or their representatives.

The payment of \$185,000.00 to Plaintiff and his attorney, which includes an amount of attorney’s fees separately negotiated as part of this settlement (\$155,500.00), shall constitute full and complete settlement of the claims asserted by Plaintiff in this Litigation, including any and all claims for attorney’s fees. The parties agree that if this agreement is approved by the St. Paul City Council and the settlement proceeds are tendered to Plaintiff’s counsel, no party will file any post-trial motion or appeal.

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.

The undersigned agrees that he will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries he received as a result of the Subject Incident, and further agrees that he will satisfy from the proceeds of said settlement all liens that have been made or may be made in the future regarding said incident.

The undersigned agrees that Defendants have not made any representations regarding any taxes which may be due and owing by virtue of the payment of the settlement provided for herein, and agrees that he is responsible for payment of any and all taxes which may be due and owing.

Upon approval of this agreement by the St. Paul City Council, and the tendering of the settlement proceeds to Plaintiff's counsel, the parties agree to execute and file a stipulation of dismissal with prejudice. The undersigned agrees to amend his Complaint by stipulation to dismiss Lynette Cherry, Christopher Hansen and Heather Weyker with prejudice as Defendants in this action, and to substitute as sole Defendant the City of St. Paul.

The undersigned has read the foregoing Release, has been provided with the opportunity to discuss it and receive advice regarding it from his counsel, understands it and wishes to be bound by it, in exchange for the valuable consideration exchanged hereunder.

This agreement may be executed in two or more counterparts, including PDF or electronic counterparts, each of which will be deemed an original. Such counterparts shall

be effective as if each party or counsel executed the agreement at the same time and on a singular signature page, and all of which together will constitute one agreement.

Dated: Mo 10/16/2023

David Elgersma
David Elgersma, Plaintiff

Defendant City of Saint Paul (the "City") agrees to be bound by the provisions in the Settlement Agreement and Release above. The City shall, upon full execution of this Settlement Agreement and Release, promptly tender the settlement payment provided for herein through a lump-sum payment via check to "IOLTA Account of Law Office of Tim Phillips."

DEFENDANT CITY OF SAINT PAUL

Dated: _____

By: _____

Its: _____