

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and between Plaintiff, Jon Berry (“Plaintiff”) and Defendants, City of St. Paul and St. Paul City Council Member Anika Bowie (“Defendants”). The term “Released Parties” in this Agreement means the Defendants in the action of *Jon Berry v. City of Saint Paul and St. Paul City Councilmember Anika Bowie, in her individual capacity* (Court File No. 27-CV-25-5519), the City of St. Paul, and all of its respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities. The term “Parties” in this Agreement shall mean the Plaintiff and the Defendants.

RECITALS

WHEREAS, on or about April 4, 2025, Plaintiff served a lawsuit upon the Defendants captioned “Jon Berry v. City of Saint Paul and St. Paul City Councilmember Anika Bowie, in her individual capacity” (“the Litigation”) with Court File No. 27-CV-25-5519, alleging tort injuries and employment-related statutory injuries caused by the Defendants. Upon filing, the Litigation commenced and the Court classified the Litigation as a “Personal Injury” action; and

WHEREAS, the Defendants deny they have engaged in any wrongdoing or that they may be liable on any grounds.

WHEREAS, the Parties desire to settle and terminate fully and finally any and all differences and disputes between them relating to this action (classified as “Personal Injury” by the Court) and enter into this Agreement for that purpose.

AGREEMENTS

1. NO ADMISSION OF LIABILITY

It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the Released Parties. The parties agree that the Defendants are under no separate obligation to make such Payments to Plaintiff and that the Payments are offered to Plaintiff solely and exclusively in

settlement of any claim made or that could have been made in the Litigation against the Released Parties.

2. VALID CONSIDERATION

Provided Plaintiff signs this Agreement, and in full consideration of Plaintiff's execution of this Agreement, Defendants agree to make two separate settlement payments totaling the gross sum of **\$360,000** (three-hundred and sixty thousand dollars). The two payments ("Payments"), made via check, and any applicable allocations, are as follows:

- 1) The first payment shall be made to "Jon Berry" in the amount of \$225,000 (two-hundred and twenty-five thousand dollars) and be delivered to Jon Berry c/o Abou B. Amara, Jr. of Gustafson Gluek PLLC, 120 South Sixth Street, Suite 2600, Minneapolis, MN 55402. This payment shall be allocated as follows:
 - a) \$215,000 allocated for claimed tort-injury damages; and
 - b) \$10,000 allocated for claimed employment-related statutory injury damages;
- 2) The second payment shall be made to "Gustafson Gluek PLLC" in the amount of \$135,000 (one-hundred and thirty-five thousand dollars), for attorneys' fees and costs, and delivered to Abou B. Amara, Jr., of Gustafson Gluek PLLC, 120 South Sixth Street, Suite 2600, Minneapolis, MN 55402.

These Payments shall be made within 10 business days after this Agreement receives Saint Paul City Council approval.

Three 1099 tax forms will be issued. The first 1099 form will be issued to Plaintiff regarding the tort-injury damages payment of \$215,000. The second 1099 form will be issued to Plaintiff regarding the employment-related statutory injury damages payment of \$10,000. The third 1099 form will be issued to Gustafson Gluek PLLC regarding payment of attorneys' fees and costs.

3. TAX TREATMENT

The Parties acknowledge that neither Party is providing tax advice to the other, and that each Party remains responsible for its own tax reporting and tax obligations. Further, the Parties agree that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to Plaintiff by the Defendants.

Plaintiff agrees that he and he alone will be responsible for any applicable taxes on the Payments. As such, Defendants and/or the Released Parties agree that they shall not make any characterization or representation regarding Plaintiff's alleged injuries or eligibility for tax treatment in any tax filing. Plaintiff agrees that he will be responsible for and indemnify the Defendants for any and all State and Federal tax liabilities and/or penalties, if any, regarding the payments described above.

4. EMPLOYMENT-RELATED NATURE OF CLAIMS

The Parties acknowledge and stipulate that Plaintiff's above referenced claims, or any related claims that could have been asserted based upon the facts and circumstances giving rise to the Litigation, arise from Plaintiff's employment relationship with the Defendants.

5. RELEASE OF ALL CLAIMS

In exchange for the valid consideration of the Payments, the sufficiency of which is hereby acknowledged, Plaintiff, for himself and his heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties from each and every legal claim or demand of any kind that Plaintiff ever had or might now have, whether or not any such claim is known to him. This release specifically includes, without limitation, all claims arising out of or relating to Plaintiff's employment relationship with the Defendants and all claims Plaintiff raised or could have raised in the Litigation.

Plaintiff fully understands that this is a full, final and complete release of all claims against the Released Parties, including, but not limited to, all claims under the Minnesota Government Data Practices Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to the management or disclosure of government data. Plaintiff also understands that he is releasing all claims as described above, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Plaintiff or any of his attorneys, any and all claims for any mental, physical, or any other tort related injury, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Plaintiff was defamed, or that his civil or constitutional rights have been violated, or that he has been treated unfairly during his employment, his separation from employment, or his applications for employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Plaintiff may have which arise out of acts occurring after he signs this Agreement, including but not limited to enforcement of this agreement.

6. MEDIATOR'S FEES

The Parties stipulate and agree that Defendants shall pay any and all Mediator's fees incurred in this Action.

7. COUNTERPARTS AND SEVERABILITY

This Agreement may be executed in counterparts and, if so executed, each such counterpart shall have the force and effect of an original. A DocuSign or other similar verifiable electronic signature shall have the same force and effect as an original signature. The provisions of this Agreement are severable, and, if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

8. STATE LAW

This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota and in the same venue as the Litigation was filed.

9. ENTIRE AGREEMENT

The Plaintiff and the Released Parties agree that this Agreement constitutes the exclusive and entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

10. AGREEMENT'S EFFECT ON PRIOR RULE 68 OFFERS

The Parties stipulate and agree that any obligations that may arise from any prior settlement offer, pursuant to Rule 68 of the Minnesota Rules of Civil Procedure, are void, and this Agreement and its terms shall control.

11. ADDITIONAL ACKNOWLEDGMENTS

Plaintiff acknowledges and agrees that he has been advised by the Defendants that he has the right to consult with an attorney prior to entering into this Agreement.

Plaintiff understands and agrees that this Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning Plaintiff's claims referred to herein against the Released Parties and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Plaintiff against the Released Parties, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances.

Plaintiff further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and he further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or Plaintiff's eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

Plaintiff warrants that he is not a Medicare beneficiary as of the date of this Agreement. Because Plaintiff is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Further, Plaintiff shall indemnify, defend and hold harmless the Defendants from any and all claims, liens, Medicare conditional payments and

rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the Defendants relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Plaintiff's alleged injuries or claims, Plaintiff will defend and indemnify the Defendants from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

The parties understand that the release of information by the City about this matter is governed by Minn. Stat. § 13.01, et seq. ("Minnesota Government Data Practices Act") and Minn. Stat. § 15.17, et seq. ("Official Records Act").

Plaintiff agrees that he has read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

READ CAREFULLY BEFORE SIGNING

Dated: July 31, 2026

Anissa Mediger
Anissa Mediger (Jul 31, 2026 13:29:51 CDT)

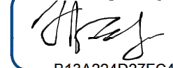
City of St. Paul

Dated: _____

St. Paul City Council Member Anika Bowie

Dated: 7/20/2026

DocuSigned by:


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Jon Berry

Dated: July 23, 2026



Abou B. Amara, Jr., Esq.

Counsel for Jon Berry

Approved as to Form

READ CAREFULLY BEFORE SIGNING

Dated: _____

City of St. Paul

Dated: **Jul 28, 2026**


Anika Bowie (Jul 28, 2026 03:30:59 CDT)
St. Paul City Council Member Anika Bowie

Dated: _____

Jon Berry

Dated: _____

Abou B. Amara, Jr., Esq.
Counsel for Jon Berry
Approved as to Form