

RELEASE OF ALL CLAIMS I

For and in consideration of the total sum of Zero Dollars and 00/100 (\$0.00) and waiver of costs, the receipt of which is hereby acknowledged, I, Joseph Washington, (the releasing party), do hereby fully and forever release, acquit and discharge Anthony Dean and Colleen Rooney (the parties released), from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of an incidents which were the subject matter of *City of St. Paul; and Officers Anthony Dean and Colleen Rooney, in their individual and official capacities*, No. 22-cv-2899 NEB/SGE.

The releasing party acknowledges no additional promise or agreement have been made as consideration for this Release and the signing thereof has not been induced by any representations of the parties released, or by anyone on its behalf, concerning the nature, extent or duration of the alleged injuries or damages sustained, or any other matter.

The parties released have aggressively denied all liability, and the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.

The releasing party additionally acknowledges this settlement is a complete resolution of all possible claims, including any state tort claim, any loss of consortium claim, any state or federal statutory claim, civil rights claim, 42 U.S.C. §1983 claim, punitive damage claim, claims for costs, expenses, interest, attorney's fees under Minn. Stat. § 549.211 or 42 U.S.C. §1988, or any other claim.

It is specifically understood and agreed this Release includes the release and discharge of any and all unnamed potential tortfeasors, and the releasing party accepts the compensation stipulated to in this Release in full satisfaction of any and all injuries and/or damages which have heretofore arisen or which may hereafter arise.

The releasing party specifically represents and warrants there are no attorneys' liens served, filed or noticed with regard to this cause of action or the proceeds relating to this cause of action, and the only attorneys who are entitled to any payment from the proceeds of this settlement are The Law Office of Zorislav Leyderman.

I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against Anthony Dean and Colleen Rooney for injuries, losses and damages of any sort resulting or to result from said incident.

It is further understood and agreed this settlement is the compromise of a vigorously disputed claim and this payment is not to be construed as an admission of liability on the part of the parties released herein, by whom liability is expressly denied.

This release encompasses the entire agreement between the releasing party, Joseph Washington, Anthony Dean, and Colleen Rooney, and the terms of this release are contractual and not a mere recital.

I further state I have carefully read the foregoing release and know the contents thereof, and sign the same as my own free act, and it is my intention to be legally bound hereby.

Date: 6-22-26


Joseph Washington

RELEASE OF ALL CLAIMS II

For and in consideration of the total sum of Three Hundred Fifty Thousand Dollars and 00/100 (\$350,000.00), the receipt of which is hereby acknowledged, I, Joseph Washington (the releasing party), do hereby fully and forever release, acquit and discharge the City of St. Paul (the parties released), including its member agencies and all law enforcement officers under its jurisdiction, direction and control, all of their past, present and future officers, directors, officials, attorneys, principals, representatives, insurers, administrators, executors, successors and assigns, employees and agents, from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *City of St. Paul; and Officers Anthony Dean and Colleen Rooney, in their individual and official capacities*, No. 22-cv-2899 NEB/SGE.

The City of St. Paul will issue two settlement checks as follows:

1. One check for attorney's fees and costs drafted to the "Law Office of Zorislav R. Leyderman" in the amount of \$162,844.15;
2. One check drafted to "Joseph Washington" in the amount of \$187,155.85.

Both checks will be mailed or delivered to The Law Office of Zorislav R. Leyderman, 80 South 8th St., Suite 900, Minneapolis, MN 55402.

The releasing party acknowledges no additional promise or agreement has been made as consideration for this Release and the signing thereof has not been induced by any representations of the parties released, or by anyone on its behalf, concerning the nature, extent or duration of the alleged injuries or damages sustained, or any other matter.

The parties released have aggressively denied all liability, and the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.

The releasing party additionally acknowledges this settlement is a complete resolution of all possible claims, including any state tort claim, any loss of consortium claim, any state or federal statutory claim, civil rights claim, 42 U.S.C. §1983 claim, punitive damage claim, claims for costs, expenses, interest, attorney's fees under Minn. Stat. §549.211 or 42 U.S.C. §1988, or any other claim.

It is specifically understood and agreed this Release includes the release and discharge of any and all unnamed potential tortfeasors, and the releasing party accepts the compensation stipulated to in this Release in full satisfaction of any and all injuries and/or damages which have heretofore arisen or which may hereafter arise.

The releasing party specifically represents and warrants there are no attorneys' liens served, filed or noticed with regard to this cause of action or the proceeds relating to this cause of action, and the only attorneys who are entitled to any payment from the proceeds of this settlement are The Law Office of Zorislav Leyderman.

The releasing party specifically represents and warrants all medical, hospital and other expenses arising out of the aforementioned incident have been paid or will be paid out of the proceeds of this settlement.

The releasing party agrees to fully satisfy, indemnify, and hold the parties released harmless from any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if the releasing party's representations as to her entitlement (or lack thereof) to Medicare or Social Security benefits is in any way misrepresented. Further, the parties acknowledge this case is reportable under the SCHIP law and the releasing party will cooperate with the party released so they may fulfill all reporting requirements.

The releasing party specifically represents and warrants no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the parties hereby released.

The releasing party hereby agrees to indemnify and hold harmless the party hereby released from any liability whatsoever to any person, firm or corporation beyond the consideration already paid as a part of this release, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Complaint or other pleadings in the above entitled matter. It is agreed all liens or any statutory obligation will be satisfied by the proceeds of this settlement.

The releasing party agrees to consider the interests of Medicare pursuant to 42 U.S.C. § 1395y(b)(2) and its associated regulations. The releasing party further agrees to hold harmless the parties hereby released should the releasing party fail to reimburse Medicare for conditional payments and to indemnify the party hereby released from any and all injury related obligation/Medicare rights (past, present and future) arising out of

42 U.S.C. § 1395y(b)(2) and its associated regulations, including but not limited to Medicare's attorney's fees, if any are permitted under the statute. The releasing party also agrees to satisfy all subrogation and lien interests of Medicare/Medicaid (Minnesota Medical Assistance).

The releasing party hereby declares that he fully understands the terms of this settlement; the amount stated herein is the sole consideration of this release; and he voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against the City of St. Paul for injuries, losses and damages of any sort resulting or to result from said incident.

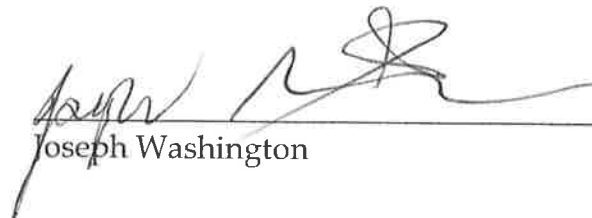
It is further understood and agreed this settlement is the compromise of a vigorously disputed claim and this payment is not to be construed as an admission of liability on the part of the party released herein, by whom liability is expressly denied.

This release encompasses the entire agreement between the releasing party, Joseph Washington and the City of St. Paul, and the terms of this release are contractual and not a mere recital.

The undersigned further state that they have carefully read the foregoing release and know the contents thereof, and sign the same as their own free act, and it is their intention to be legally bound hereby.

The undersigned hereby accepts the draft as final payment of the consideration set forth above.

Dated: 6-22-26



Joseph Washington