

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereinafter “Agreement”) is made and entered into and is effective as of the date of the last signature affixed below by Plaintiff Ger Vang (“Vang”), and Defendants City of St. Paul (“the City”) and Charles Lemon (“Lemon”), all of whom are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Ger Vang (“Vang”) filed a Summons and Complaint commencing a civil action in Ramsey County District Court entitled “Ger Vang v. Charles Lemon and City of Saint Paul,” Case No. 62-CV-25-3224 (hereinafter “the Litigation”);

WHEREAS, the City served an Answer to Plaintiff’s Complaint and denies it has engaged in any wrongdoing or that it may be liable on any grounds;

WHEREAS, the Parties and their counsel, after discussion, mediation and agreement, reached a satisfactory resolution of any and all disputes and claims existing between them on Tuesday, June 30, 2026, whose material terms are set forth herein;

WHEREAS, the Parties desire to settle, fully and finally, any and all differences between them in any way related to the Litigation;

WHEREAS, each party has represented and warranted that it is the full, complete and sole owner of the claims being released herein and that it has not sold, transferred, assigned, pledged, hypothecated or otherwise encumbered any of such claims or any part thereof; and

WHEREAS, the Parties now desire to dismiss with prejudice any and all claims by or against any of the Parties.

AGREEMENT

THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained in this Agreement, the parties further agree as follows:

1.) **Release:** Plaintiff, for good and valuable consideration to be paid by the City of Saint Paul in the amounts set forth in paragraph 3 herein, the receipt and sufficiency of which is hereby acknowledged, does hereby forever release and fully discharge any and all claims, demands, causes of actions and suits, of any kind and nature, known or unknown, that now exist, or may hereafter accrue, which were asserted or could have been asserted, against the City and Lemon, and their respective employees, agents, representatives, successors, assigns, and insurers, for any and all damages (including compensatory damages, interest, attorneys' fees, costs, punitive damages and any other damages, whether known or unknown, anticipated or unanticipated, expected or unexpected) arising out of the incident that occurred on July 23, 2023 (the "Subject Incident"), as alleged in the Complaint and claimed in the Litigation.

2.) **Mutual Release:** Vang, the City, and Lemon, and their respective employees, agents, representatives, mortgage lenders, insurers, successors and assigns, in consideration of the promises and mutual promises contained in this Agreement, do hereby forever release and fully discharge any and all claims, demands, causes of action and suits, of any kind and nature, that now exist, or may accrue, against each other, and their respective employees, agents, representatives, mortgage lenders, insurers, successors and assigns arising out of or related to the Litigation and/or the Subject Incident, including, but not limited to, any claims for indemnification or defense or otherwise arising out of contracts between themselves or City Ordinances.

3.) **Payment:** Within a reasonable time after the full execution of this Settlement Agreement and Mutual Release, Defendant City will pay to Plaintiff, and Plaintiff will accept, the

sum of \$75,000 in full settlement of all claims. The check will be payable to Cody Law Group Trust Account. Plaintiff's counsel will provide all necessary information and documentation, including Tax ID number, for the City to effect this payment.

4.) **Subrogation and Indemnification Claims or Liens:** Plaintiff represents that he has made insurance claims to insurers with regard to the Subject Incident, and Plaintiff affirms that he may submit insurance claims to insurers in the future with regard to the Subject Incident. In the event that any of Plaintiff's insurers, lenders, or other related third-party entities have asserted or, in the future, may assert any subrogation or indemnification claims or liens which in any manner relate to the Litigation and/or the Subject Incident, Plaintiff is or will be solely responsible for such claims or liens and shall indemnify and defend Defendants against any such claim. No amount of money paid under this Settlement is intended as reimbursement of monies paid by any No-Fault insurer for medical or wage loss benefits and, as such, there is no duplication or double recovery of No-Fault benefits paid or payable.

5.) **Medicare Claims or Liens:** Plaintiff represents 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. If Plaintiff is or becomes Medicare eligible or a Medicare beneficiary, Plaintiff is responsible for satisfying any Medicare interest and for providing the City with any final payment letter.

6.) **Costs and Disbursements:** Each party is responsible for their own costs and disbursements incurred in relation to the Litigation.

7.) **Stipulation of Dismissal:** Within ten business days of Defendant City's tender of payment to Plaintiff as provided for in Paragraph 3, *supra*, the Parties hereto shall direct their respective counsel to execute and file a Stipulation of Dismissal with Prejudice regarding the

Parties' claims in the Litigation, which shall provide that each party shall bear his or its own costs, disbursements and attorney's fees.

8.) **No Admission:** Nothing herein shall be construed as an admission of liability by any of the Parties for any of the claims asserted against them in the Litigation, as each party continues to deny the same.

9.) **Modification:** The Settlement and this Release Agreement may be amended and modified only by a written agreement signed by all Parties hereto specifically acknowledging and approving of the modification.

10.) **No Reliance on Representations:** Except as specifically set forth herein, the Parties do not rely and have not relied upon any representation or statement made by another Party or other Party's agents, representatives or attorneys, with regard to the subject matter, basis or effect of this Agreement.

11.) **Binding Effect:** This Agreement shall be binding upon the Parties, their employees, agents, heirs, administrators, representatives, executors, successors, and assigns, and shall inure to benefit of the Parties and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.

12.) **Construction:** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. As used in this Agreement, the singular or plural shall be deemed to include other whenever the context so indicated or requires.

13.) **Execution of Necessary Documents:** The Parties agree to immediately execute all documents necessary to fulfill the intent and requirements of this Agreement.

14.) **Severability:** If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

15.) **Applicable Law:** This Agreement shall be interpreted, enforced and governed under the laws of the State of Minnesota.

16.) **Dispute Resolution:** The parties will resolve any disputes concerning the terms, conditions, or otherwise of this Agreement, following approval by the St. Paul City Council, through binding arbitration with Brett Olander acting as sole arbitrator.

17.) **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, oral, written or otherwise, or between the Parties pertaining to the subject matter hereof.

18.) **Counterparts:** The Parties agree that this Agreement may be executed in counterparts, which shall together constitute one and the same instrument.

19.) **Knowing and Voluntary Execution:** The undersigned further state that they have carefully read the foregoing Agreement and know the contents thereof, and sign the same as their own free act.

20.) **Legal Consultation:** The parties were advised that: the mediator, Brett Olander, has no right or obligation to protect them or provide them with information about their legal rights; agreeing to a mediated settlement may adversely affect their rights; they consulted with counsel before settling; and they were not forced or coerced into settling by the undersigned mediator.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

END OF AGREEMENT. SIGNATURE PAGES TO FOLLOW.

Dated: 7-15-2026

By: 
Ger Vang

Dated: 7/18/25

CODY LAW GROUP

By: 
David K. Cody (#0017590)
359 Commerce Court
Vadnais Heights, MN 55127
dcody@codylawgroup.com
P: (651) 294-0994

Attorneys for Plaintiff

Dated: _____

By: _____
Charles Lemon

Dated: _____

IRENE KAO
City Attorney

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Attorneys for Defendants

Dated: _____

By: _____
Ger Vang

Dated: _____

CODY LAW GROUP

By: _____
David K. Cody (#0017590)
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P: (651) 294-0994

Attorneys for Plaintiff

Dated: _____

charles lemon
By: 7/23/26 1:21:55 PM
Charles Lemon

Dated: July 23, 2026

IRENE KAO
City Attorney

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