

## RELEASE AND SETTLEMENT AGREEMENT OF ALL CLAIMS I

For and in consideration of the total sum of Sixty Thousand Dollars and 00/100 (\$60,000.00), the receipt of which is hereby acknowledged, I, Anthony Promvongsa (the releasing party), do hereby fully and forever release, acquit and discharge the Buffalo Ridge Drug Task Force and City of Worthington (the party released), including its member agencies and all law enforcement officers under its jurisdiction, direction and control, the League of Minnesota Cities Insurance Trust, 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 incidents which were the subject of a lawsuit entitled *Anthony Promvongsa v. Joe Joswiak, et al.* 17-cv-5116 WMW/SER.

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

That the party released has 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 arising out of the incidents which were the subject of a lawsuit entitled *Anthony Promvongsa v. Joe Joswiak, et al.* 17-cv-5116 WMW/SER.

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 in this Release in full satisfaction of any and all injuries

and/or damages which have heretofore arisen or which may hereafter arise out of the incidents which were the subject of a lawsuit entitled *Anthony Promvongsa v. Joe Joswiak, et al.* 17-cv-5116 WMW/SER.

The releasing party specifically represents and warrants there are no attorneys' liens that have been 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 my attorneys of record at Nilan Johnson Lewis and the American Civil Liberties Union (ACLU) of Minnesota. The releasing party specifically represents and warrants that he has incurred no medical, hospital, or other expenses arising out of the aforementioned incident. The releasing party specifically represents and warrants that he has considered the application of Medicare pursuant to 42 U.S.C. § 1395y(b)(2), Medicaid (Minnesota Medical Assistance), and their associated regulations. The releasing party specifically represents and warrants neither Medicare nor Medicaid are applicable. The releasing party agrees to fully satisfy and hold harmless the party released regarding any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if any of the releasing party's representations as to his medical expenses, other expenses, or entitlements (or lack thereof) to Medicare or Social Security benefits is in any way misrepresented.

The releasing party specifically represents and warrants that 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, 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. The releasing party agrees to fully satisfy and hold harmless the party released regarding any and all penalties, liens, payments, demands, and actions in law or equity or other payments that may be required if any of the releasing party's representations and warranties are in any way misrepresented.

It is agreed all liens or any statutory obligation will be satisfied by the proceeds of this settlement.

The releasing party hereby declares that he fully understands the terms of this settlement; that the non-monetary terms and the monetary amount stated herein are the sole consideration of this release; and that he voluntarily accepts said non-monetary terms and said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against the Buffalo Ridge Drug Task Force and City of Worthington for injuries, losses and damages of any sort resulting or to result from said incident.

It is further understood and agreed that 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, Buffalo Ridge Drug Task Force, City of Worthington, and the League of Minnesota Cities Insurance Trust, and the terms of this release are contractual and not a mere recital.

The City of Worthington agrees to the following terms:

1. Police officers will receive POST-certified training on use of force, felony stops, and de-escalation on an annual basis.
2. In addition, the police department will have officers complete an additional annual felony-stop training, which will also be POST-certified.
3. In addition, the police department will have officers complete additional annual de-escalation training through PATROL.
4. The police department will make the following changes to the Citizen Complaint process:
  - a. The department will make the form available for completion online;
  - b. The department will change the deadline from 90 days to 6 months, and in compelling circumstances, forms can be submitted later; and
  - c. The format of the form will be similar to the Minneapolis form, except for selection of internal versus outside review. (See <http://www.ci.minneapolis.mn.us/police/opcr-complaint>) (last accessed Sept. 19, 2018).
5. The police department will make the following changes regarding Aggression/Resistance Report Forms and Policy:
  - a. Each officer who uses force on an incident scene must fill out an Aggression/Resistance Report Form and submit it within 5 days of the incident.
  - b. If officers were on the scene that did not use force themselves but witnessed the use of force by another officer, that officer's description of the use of force by other officers must be documented in that witness officer's incident report.
  - c. If an officer is deceptive in reporting, delays reporting, or does not file a required report, such conduct is subject to discipline.
  - d. If a Sergeant is at the scene where force is used, that Sergeant cannot be the supervisor who reviews and approves the use of force.
  - e. The supervisor review of officer use of force must include substantive review of all available video, all incident reports, and Aggression/Resistance Report Forms to determine if the use of force warrants further review. The Police Chief will review at least 20% of randomly selected Aggression/Resistance Report Forms annually.

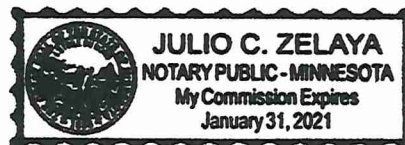
6. The police department's internal policy review committee will read the Police Executive Research Forum publication "Guiding Principles on the Use of Force," available at <https://www.policeforum.org/assets/30%20guiding%20principles.pdf>, and discuss its application to the police department's policies and processes around the use of force and will recommend additional changes to the Aggression/Resistance Report Policy as appropriate. With the exception of the Chief Appel, none of the individual defendants in this matter will be involved in the aforementioned discussion.

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

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

IN WITNESS WHEREOF, I hereunto set my hand and seal this 8<sup>th</sup> day of Oct., 2018.

Anthony Promvongsa  
Anthony Promvongsa



STATE OF MINNESOTA )  
  :SS  
COUNTY OF Nobles )

On this 8<sup>th</sup> day of Oct., 2018, before me personally Anthony Promvongsa, to me known to be the person named in and who executed the above release and acknowledged that he executed the same as his own free act and deed.

Julio C. Zelaya  
Notary Public

CITY OF WORTHINGTON

Troy Appel  
Name: Troy Appel  
Title: Chief of Police

STATE OF MINNESOTA)  
Nobles County ):ss

On this 1 day of October, 2018, before me personally appeared Troy Appel to me known to be the person named in and who executed the above Settlement Agreement and Release and acknowledged that he/she executed the same as his/her own free act and deed on behalf of the City of Worthington.

Barbara L. Husong  
Notary Public



RELEASE OF ALL CLAIMS II

For and in consideration of the total sum of Zero Dollars with the agreement costs will not be taxed by Joe Joswiak, Tim Gaul, Dan Brouillet, Troy Appel, and Nathan Grimmus, I, Anthony Promvongsa (the releasing party), do hereby fully and forever release, acquit and discharge Joe Joswiak, Tim Gaul, Dan Brouillet, Troy Appel, and Nathan Grimmus from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, for any and all 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 incidents which were the subject of a lawsuit entitled *Anthony Promvongsa v. Joe Joswiak, et al.* 17-cv-5116 WMW/FLN.

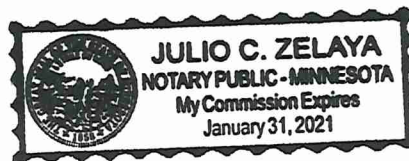
I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said consideration for the purpose of making a full and final compromise, adjustment and settlement of all claims against Joe Joswiak, Tim Gaul, Dan Brouillet, Troy Appel, and Nathan Grimmus, for injuries, losses and damages of any sort resulting or to result from said incident.

This release encompasses the entire agreement between the releasing party and Joe Joswiak, Tim Gaul, Dan Brouillet, Troy Appel, and Nathan Grimmus and the terms of this release are contractual and not a mere recital.

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

IN WITNESS WHEREOF, I hereunto set my hand and seal this 8<sup>th</sup> day of Oct, 2018.

Anthony Promvongsa  
Anthony Promvongsa



STATE OF MINNESOTA )

:SS

COUNTY OF Nobles )

On this 8<sup>th</sup> day of October, 2018, before me personally Anthony Promvongsa, to me known to be the person named in and who executed the above release and acknowledged that he executed the same as his own free act and deed.

Julio C. Zelaya  
Notary Public