

RELEASE OF ALL CLAIMS I

For and in consideration of the total sum of Seventy Thousand Dollars and 00/100 (\$70,000.00), the receipt of which is hereby acknowledged, and the non-monetary terms set forth herein, I, Amy Jo Koopman (the releasing party), do hereby fully and forever release, acquit and discharge the City of Robbinsdale (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 incident which was the subject of a lawsuit entitled *Amy Jo Koopman, Plaintiff, vs. The City of Robbinsdale; Christine Allen, individually and in her official capacity; Joshua Heasley, individually and in his official capacity; and Nichole Saba, individually and in her official capacity, Defendants*, Civil No. 21-CV-1852 (PJS/ECW) (the "Incident").

The releasing party acknowledges no additional promise or agreement other than those set forth in this Release has been made as consideration for this Release and 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.

The party released has aggressively denied all liability, and the payment and other non-monetary terms 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 that she could bring related to the Incident, 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 damages 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 and other non-monetary terms 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 American Civil Liberties Union (ACLU) of Minnesota.

The releasing party specifically represents and warrants that she has incurred no medical, hospital, or other expenses arising out of the Incident that are due or will be payable from the proceeds of this settlement, aside from legal fees and expenses incurred pursuing litigation related to the Incident.

The releasing party specifically represents and warrants that she is not aware of any person, firm, corporation, governmental entity or other entity that has a right to proceed by way of subrogation, enforcement of a lien or otherwise against the party hereby released.

The releasing party hereby declares that she fully understands the terms of this settlement; the monetary amount along with the non-monetary terms stated herein is the sole consideration of this release; and she voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against the City of Robbinsdale for injuries, losses and damages of any sort resulting or to result from the 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, the City of Robbinsdale, and the League of Minnesota Cities Insurance Trust, and the terms of this release are contractual and not a mere recital.

The City of Robbinsdale further agrees to the following non-monetary terms:

1. The Robbinsdale Police Department will adopt and publicly disseminate a policy that states that bystanders have the right to record police conduct.
2. The Robbinsdale Police Department will adopt and publicly disseminate a policy that states that police officers are prohibited from taking adverse actions against bystanders for recording police conduct and/or verbally objecting to police conduct.
3. The Robbinsdale Police Department will maintain a policy that states that police officers who fail to adhere to departmental policies and/or act contrary to law will be subject to discipline up to and including termination.
4. All Robbinsdale Police Officers will regularly attend trainings on the First Amendment, the Fourth Amendment, and Minn. Stat. § 609.50.
5. The Robbinsdale City Attorney will regularly review judicial interpretations of statutes and will provide timely training to the Robbinsdale Police Department.
6. The Robbinsdale City Attorney will provide timely training to all Robbinsdale Police Officers on cases that have been judicially dismissed due to officer misconduct and/or lack of probable cause.

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 monetary amount shall be issued to the releasing party in the form of a check made payable to her attorneys, ACLU of Minnesota, at P.O. Box 14720, Minneapolis, MN 55414, within 3 days of the ACLU emailing counsel for the City of Robbinsdale, Mr. Jason Hiveley, with a copy of this release signed by the releasing party, and all of the non-monetary terms shall be effective within 14 days.

IN WITNESS WHEREOF, I hereunto set my hand and seal this ____ day of July 2022.

Amy Jo Koopman (Signature)

STATE OF MINNESOTA)


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COUNTY OF _____)

On this ____ day of July, 2022, before me personally appeared Amy Jo Koopman, 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.

Notary Public

IN WITNESS WHEREOF, I hereunto set my hand and seal this 30th day of ^{August}~~July~~ 2022.

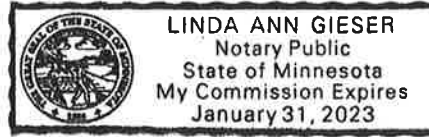
 (Signature)

Patrick Foley, Police Chief
On behalf of the City of Robbinsdale

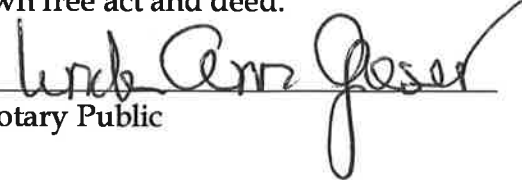
STATE OF MINNESOTA)

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COUNTY OF Hennepin)



On this 30 day of ^{AUG}~~July~~, 2022, before me personally appeared Patrick Foley, 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.


Notary Public