

## **MEDIATED SETTLEMENT AGREEMENT**

1. We are Plaintiff Ronald G. Gustafson (“Plaintiff”) and Defendants City of Duluth, Itasca County and St. Louis County (“Defendants”) in a dispute pending litigation.
2. We engaged in mediation to settle the claims and disputes between us and reached a settlement as follows:
  - A. Defendants will pay \$57,500 to Plaintiff upon (1) the approval of the Settlement by the City of Duluth City Council and the St. Louis County Board of Commissioners and (2) the approval of the district court of the resolutions of the City of Duluth and St. Louis County approving the settlement agreement.
  - B. If the City of Duluth or St. Louis County fail to approve the settlement agreement, this agreement is void.
  - C. If the District court fails to approve the resolutions of the City of Duluth and St. Louis County approving the settlement agreement, this agreement is void.
  - D. Plaintiff agrees to indemnify and hold Defendants harmless against any health care liens and other subrogation liens.
3. We release each other and each other’s heirs and representatives and past, present, and future employees, agents, and officers from all claims brought or which could have been brought in the Lawsuit, except for enforcement of this Mediated Settlement Agreement.
4. We have signed this Mediated Settlement Agreement freely and no other promises were made to obtain this Mediated Settlement agreement except the promises memorialized in it.
5. This Mediated Settlement Agreement is binding and enforceable.
6. The Agreement to Mediate is a part of this Mediated Settlement Agreement.
7. The Lawsuit shall be dismissed with prejudice on the merits, meaning that we cannot file the Lawsuit again or make the same claims in another lawsuit. NO fees or costs will be awarded to any party.

8. Minn. Stat. §572.35, subd. 1(1) advises parties to mediation: "(a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights."

9. We have been advised of the mediator's qualifications and the terms of Minn. Stat. § 572.35 attached.

10. This mediated settlement Agreement does not constitute an admission of liability on the part of any party.

Dated: \_\_\_\_\_

Parties:

City of Duluth by [Signature] 6/15/2017  
St. Louis County by [Signature] 6-15-17  
St. Louis County [Signature] 06/15/17

**Minnesota Statute § 572.35**

Effect of mediated settlement agreement

Subdivision 1. General. The effect of a mediated settlement agreement shall be determined under principles of law applicable to contract. A mediated settlement agreement is not binding unless:

(1) it contains a provision stating that it is binding and a provision stating substantially that the parties were advised in writing that (a) the mediator has no duty to protect their interests or provide them with information about their legal rights; (b) signing a mediated settlement agreement may adversely affect their legal rights; and (c) they should consult an attorney before signing a mediated settlement agreement if they are uncertain of their rights; or

(2) the parties were otherwise advised of the conditions in clause (1).

Subd. 2. Debtor and creditor Mediated. In addition to the requirements of subdivision 1, a mediated settlement agreement between a debtor and creditor is not binding until 72 hours after it is signed by the debtor and creditor, during which time either party may withdraw consent to the binding character of the agreement.