

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between the Plaintiffs Neil Frank and LouAnn Marshman, the City of St. Paul (the “City”) and Minnesota Dept. of Administration/State of Minnesota/ Dept. of MNSCU Dakota County Technical College (“DCTC”).

WHEREAS, Plaintiffs served a civil complaint in this matter alleging that Defendant is liable for injuries and damages alleged to have been sustained by Plaintiffs as a result of an accident which occurred on or about October 15, 2018, at or near a building owned by the City located at 1100 Hamline Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota as alleged in Plaintiffs’ Complaint; and

WHEREAS, DCTC filed a notice of claim with the City asserting claims for indemnity and/or subrogation for reimbursement of its expenditures paid to or on behalf of Plaintiffs; and

WHEREAS, the City expressly denies Plaintiffs’ allegations and liability for their alleged injuries; and

WHEREAS, the parties wish to settle and resolve all outstanding disputes and claims between them to avoid the uncertainties and costs associated with continued pursuit of the claim and possible litigation of this matter.

NOW, THEREFORE, in consideration of the mutual promises established herein, the parties agree as follows:

1. Within a reasonable time following the City Council’s approval of this Agreement, the City will issue payment in the amount of Seventy Thousand and no/100 Dollars (\$70,000.00) payable to BOLT HOFFER BOYD LAW FIRM, NEIL FRANK AND LOUANN MARSHMAN.

2. In consideration of the payment made pursuant to the above paragraph, Plaintiffs release and forever discharge the City of St. Paul, its employees, agents, representatives, principals, administrators, assigns, insurers and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorneys' fees and compensation whatsoever which Plaintiffs now have or which they may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting from the accident which occurred on or about October 15, 2018.

3. Plaintiffs hereby declares and represents that the injuries sustained are or maybe permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that Plaintiffs rely wholly upon their judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives.

4. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as admission of liability on the part of the parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

5. Plaintiffs agree to hold the City of St. Paul harmless against and from any and all Medicare or other health-related or medical expense-related claims, actions, judgments or settlements, subrogation claims, or liens, asserted by any entity and/or workers compensation subrogation and indemnity claims, past, present and future or other liens including attorneys' liens as a result of the injuries or accident that is the subject of this settlement and/or Agreement.

Plaintiffs agree that they will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries they received as a result of the October 15, 2018 accident and further agree that they will satisfy from the proceeds of this settlement all liens that have been made or may be made in the future including the lien held by DCTC for the aforementioned expenditures paid to or on behalf of Plaintiffs.

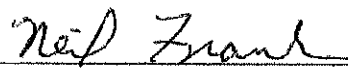
6. DCTC, as the administrator of the Plan benefits and as payor under said Plan of certain medical benefits provided to Neil Frank and in consideration of the sum, net of fees and costs, of Five Thousand and 00/100 (\$5,000) out of the proceeds of the \$70,000 payment referenced in Paragraph 1, above,, does hereby release and forever discharge Neil Frank and his successors, assigns, heirs, executors, administrators, the City and its employees, agents, representatives, principals, administrators, assigns, and any other person who may be liable to the DCTC for any interests, rights, covenants, contracts, agreements, claims, demands or liens whatsoever in law or equity, for reimbursement arising out of payment by DCTC of medical and indemnity expenses related to injuries sustained by Neil Frank on or about October 15, 2018. DCTC hereby acknowledges and states that Neil Frank's eligibility for continuing benefits shall be determined by the eligibility criteria of the Plan under which Neil Frank may be covered. This Release does not alter rights Neil Frank may have under Neil Frank's existing benefit plan nor does this Release enlarge or add to these rights and shall have no effect on Neil Frank's ability to continue to receive benefits under the Plan.

7. Stipulation of Dismissal: Within ten business days of receipt of the settlement proceeds, Plaintiff will execute a Stipulation of Dismissal with Prejudice of all claims.

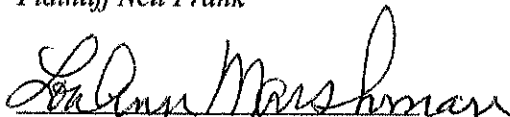
8. Plaintiffs further declare and represent that no promise, inducement or agreement not expressed herein has been made to them and that this release contains the entire agreement between the parties hereto.

9. This Agreement shall be binding upon Plaintiffs, their heirs, administrators, representatives, executors, agents and assigns.
10. This Agreement shall be interpreted, enforced and governed under the laws of the State of Minnesota.
11. This Agreement sets forth the entire agreement between the Parties.
12. Plaintiffs further states that they has carefully read the foregoing Agreement, and that the terms of this Agreement are contractual and not a mere recital. Through their signatures, Plaintiffs represent that they know and understand the terms and effects of this Agreement, has fully discussed the terms and effect of this document with their attorneys, and has signed the Agreement as their free and considered act.

Dated: 7-1-2022

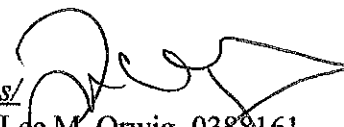
  
Plaintiff Neil Frank

Dated: 7-1-2022

  
Plaintiff LouAnn Marshman

BOLT HOFFER BOYD LAW FIRM

Dated: 7/1/2022

  
s/  
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*Attorneys for Plaintiffs*

Dated: 6/30/22

By: *Kristin Brusegard*  
Minnesota Dept. of Administration/State of  
Minnesota Dept. of MNSCU Dakota County  
Technical College