

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (this “Agreement”) is entered into as of the date that the Agreement is fully executed by all Parties hereto (the “Effective Date”), by and between (a) Sara Romdenne (“Romdenne”), on the one hand, and the City of Saint Paul (the “City”) on the other hand. Collectively, Romdenne and the City shall be referred to as the “Parties.”

BACKGROUND

WHEREAS, on or about May 8, 2020, Romdenne was injured when she was bitten by a dog on the premises of the City’s Animal Control facility (the “Subject Incident”); and

WHEREAS, Romdenne has notified the City of her intention to file a claim against the City as a result of the Subject Incident, including a claim that the City is liable to her under Minn. Stat. § 347.22; and

WHEREAS, the Parties wish to settle and resolve all outstanding disputes and claims between them in relation to, and to avoid the uncertainties and costs associated with litigation of, the above-entitled matter; and

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Romdenne and the City hereby agree as follows:

AGREED TERMS

1. Payment by the City. The City will pay Romdenne the total sum of \$465,000.00 US (four hundred sixty-five thousand dollars and 0 cents US) (the “Settlement Payment”) as provided herein. The Settlement Payment shall be paid by tender of the Settlement Payment to Romdenne’s counsel, the law firm of Meshbesh & Spence, promptly upon final approval of this Settlement Agreement by the City.

The Parties acknowledge and agree that they are solely responsible for paying any attorneys’ fees and costs they incurred, and that neither Party nor its attorneys will seek any award of attorneys’ fees or costs from the other Party.

2. Taxes. Romdenne shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related

thereto) by her to any federal, state, local, or regional taxing authority as a result of the Settlement Payment. Romdenne understands that the City has not made, and she does not rely upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement.

3. Release of Claims. Romdenne, on behalf of herself and her attorneys, agents, employees, managers, representatives, assigns, heirs and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, hereby release and discharge the City, together with its predecessors, successors, direct and indirect subsidiary departments and offices, affiliates and assigns, and its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors in interest, and all persons acting by, through, under, or in concert with them, and each of them, from all known and unknown charges, complaints, claims, grievances, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties, fees, wages, medical costs, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually incurred), and punitive damages, of any nature whatsoever, known or unknown, which Romdenne has, or may have had, against the City, whether or not apparent or yet to be discovered, or which may hereafter develop, for any acts or omissions related to or arising from the Subject Incident. This Agreement resolves any claim for relief that is, or could have been alleged by Romdenne, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees related to or arising from the Subject Incident.

4. No Outstanding or Known Future Claims/Causes of Action. Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the release in paragraph 3 above.

5. Acknowledgment of Settlement. Romdenne, as broadly described in paragraph 3 above, acknowledges that (a) the consideration set forth in this Agreement, which includes, but is not limited to, the Settlement Payment, is in full settlement of all claims or losses of whatsoever kind or character that Romdenne has, or may ever have had, against the City, as broadly described in paragraph 3 above, including by reason of the Subject Incident, and (b) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, Romdenne is giving up forever any right to seek further monetary or other relief from the City, as broadly described in paragraph 3 above, for any acts or omissions up to and including the Effective Date, including, without limitation, the Subject Incident.

6. No Admission of Liability. The Parties acknowledge that the Settlement Payment was agreed upon as a compromise and final settlement of disputed claims and that payment of the Settlement Payment is not, and may not be construed as, an admission of liability by the City, and is not to be construed as an admission that the City engaged in any wrongful, tortious,

or unlawful activity. The City specifically disclaims and denies (a) any liability to Romdenne, and (b) engaging in any wrongful, tortious, or unlawful activity.

7. Agreement is Legally Binding. The Parties intend this Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors, assigns, executors, administrators, heirs, and estates. Moreover, the persons and entities referred to in paragraph 3 above, but not a Party, are third-party beneficiaries of this Agreement.

8. Entire Agreement. The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto.

9. New or Different Facts: No Effect. Except as provided herein, this Agreement shall be, and remain, in effect despite any alleged breach of this Agreement or the discovery or existence of any new or additional fact, or any fact different from that which either Party now knows or believes to be true. Notwithstanding the foregoing, nothing in this Agreement shall be construed as, or constitute, a release of any Party's rights to enforce the terms of this Agreement.

10. Interpretation. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement. The headings within this Agreement are purely for convenience and are not to be used as an aid in interpretation. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

11. Reliance on Own Counsel. In entering into this Agreement, the Parties acknowledge that they have relied upon the legal advice of their respective attorneys, who are the attorneys of their own choosing, that such terms are fully understood and voluntarily accepted by them, and that, other than the consideration set forth herein, no promises or representations of any kind have been made to them by the other Party. The Parties represent and acknowledge that in executing this Agreement they did not rely, and have not relied, upon any representation or statement, whether oral or written, made by the other Party or by that other Party's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

12. Counterparts. This Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Authority to Execute Agreement. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party

and that the Party's execution of this Agreement is not in violation of any by-law, covenants, and/or other restrictions placed upon them by their respective entities.

14. Effective Date. The terms of the Agreement will be effective when an executed copy of this Agreement is delivered to counsel for Romdenne as described in paragraph 1 above (the "Effective Date").

**READ THE FOREGOING DOCUMENT CAREFULLY. IT INCLUDES A
RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

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IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below.

Dated: 6/9/2023

Sara Romdenne
Sara Romdenne

The City of St. Paul

Dated: _____

By: _____

Name: _____

Its: _____