

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Markeeta Johnson-Blakney and Jill  
Mollner,

Case No. 23-cv-609 (DWF/DLM)

Plaintiffs,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

the City of St. Paul, Officer John  
Corcoran, Officer Melissa Joly, Officer  
Marshall Titus, and Officer John Doe,

Defendants.

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Plaintiff Jill Mollner, being of lawful age, for the sole consideration of \$210,000 (two hundred ten thousand dollars and zero cents) does hereby and for herself, her heirs, executors, administrators, successors and assigns, releases, acquit and forever discharge John Corcoran, Melissa Joly, Marshall Titus, and John Doe, the St. Paul Police Department, the City of St. Paul, and their respective agents, servants, successors, heirs, executors, administrators 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 services, attorney's fees, expenses and compensation whatsoever which the undersigned now has or which she may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily, mental, psychological and/or personal injuries and property damages and the consequences thereof resulting or to result from the incident which occurred on or about March 15, 2017, as referenced in Plaintiffs' Complaint. This agreement is subject only to

approval by the St. Paul City Council and approval by the Mayor, or if vetoed, a successful override. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff.

The City of St. Paul will issue payment in a distribution as directed by Plaintiff's counsel, totaling the sum set forth above, within a reasonable time following the City Council's approval (as described above) of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment of valid liens and subrogation claims.

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 an admission of liability on the part of the parties hereby released and that said releasees deny liability therefore.

The undersigned hereby declares and represents that the injuries she alleges have been sustained by her are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this release it is understood and agreed that the undersigned relies wholly upon the undersigned's 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.

The undersigned further declares and represents that no promise, inducement or agreement not expressed herein has been made to her and that this Release contains the

entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned agrees that she will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries she received as a result of the incident and further agrees that she will satisfy from the proceeds of said settlement all liens that have been made or may be made in the future regarding said incident.

The undersigned agrees to the dismissal of her Complaint by stipulation to dismiss John Corcoran, Officer Melissa Joly, Officer Marshall Titus, and Officer John Doe and the City of Saint Paul with prejudice.

Plaintiff agrees to provide Defendant's counsel with any required documentation including W-9 forms and Medicare/Medicaid disclosure forms, if any, or otherwise, required to issue payment in the distribution directed by Plaintiff's counsel.

The undersigned has read and understands the foregoing Release, has been provided with the opportunity to discuss it and receive advice regarding it from her counsel, and understands it.

Dated: 02 / 07 / 2024



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Jill Mollner, Plaintiff



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Social Security Number