

SETTLEMENT AGREEMENT AND RELEASE

For the consideration of One Hundred Twenty-Four Thousand Dollars (\$124,000.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned, Judith Steffenhagen does hereby for herself, her heirs, administrators, executors, successors and assigns, release and forever discharge City of St. Paul., its respective insurer, and their respective agents, employees, heirs, administrators, executors, successors and assigns of and from any claims, actions, causes of action and assertions of liability of every type on account of or in any way arising out of, any and all injuries and damage, known or unknown, foreseen or unforeseen, direct, indirect or consequential suffered or sustained by the undersigned as a result of the slip and fall by Judith Steffenhagen in the City of St. Paul and their respective agents and employees, on or about December 21, 2011.

It is understood and agreed that this Settlement Agreement and Release represents the compromise of a disputed claim and that payment is not intended to be an admission of liability by the City of St. Paul and/or its liability insurer, who expressly deny any liability. The undersigned acknowledge that Optum has asserted a lien and/or subrogation claim for certain medical expenses incurred, which U-Care alleges are the responsibility of persons or parties released, which legal liability is disputed and denied. In accepting this compromised settlement, the undersigned represents, warrants and agrees that they have, or will enter into, a binding agreement with Optum that satisfies said entity's subrogation rights asserted, and in addition, the undersigned acknowledge and agree that the amounts paid pursuant to the Settlement Agreement and Release are paid in reliance upon the express agreement, representation and warranty that the undersigned, with the proceeds of the settlement, will satisfy the lien asserted by Optum (for U-Care).

Judith Steffenhagen and the City of St. Paul., understand that none of the medical expenses Judith Steffenhagen incurred for the medical treatment and care at issue or her alleged injuries and damages were paid by, or otherwise submitted to, Medicare or Medicaid or U-Care.

Judith Steffenhagen and the City of St. Paul., understand that Judith Steffenhager will not require or incur any future medical treatment or care for her alleged injuries and damages at issue that will be paid by, or otherwise submitted to, Medicare or Medicaid or U-Care. However, Judith Steffenhagen agree to accept full responsibility to satisfy all unknown subrogation claims and/or liens, including Medicare or Medicaid or U-Care, that may be asserted by medical insurers or any State or Federal agency of which the City of St. Paul is unaware, and further agrees to indemnify and hold harmless the City of St. Paul and, if necessary, defend the City of St. Paul from any unknown subrogation and/or liens that may be asserted by any medical insurer and/or any other entity and State or Federal agency, including the Centers for Medicare & Medicaid Services or U-Care .

Judith Steffenhagen agrees and understands that she has an obligation to notify Medicare or U-Care of this settlement and to reimburse Medicare or U-Care for any conditional payments pursuant to 42 U.S.C. §1395y (b), et seq., and 42 C.F.R. 411.02, et seq. Judith Steffenhager notified Optum (for U-Care) of this settlement and requested an itemization of any conditional payments from the Medicare Secondary Payer Recovery Contractor ("MSPRC") or U-Care (Optum). As of the date of this Settlement Agreement and Release, Medicare has not asserted a right of recovery.

Judith Steffenhager and her attorney shall notify MSPRC (or any successor) and Optum (for U-Care) of this Agreement within seven days of its execution and request a demand, if applicable. Judith Steffenhagen and her counsel shall provide copies of all letters from Medicare, CMS, or Optum (for U-Care) and any of its contractors to opposing counsel within fourteen (14) days of receipt.

Judith Steffenhagen and her counsel shall pay any demand amount to Medicare or Optum (for U-Care) within sixty (60) days of receipt of any final demand. Judith Steffenhagen and her counsel understand and acknowledge that failure to repay Medicare or Optum (for U-Care) within sixty (60) days of a final demand could result in accumulation of interest, referral to the United States Treasury Department for collection, and a recovery action by the United States

involving double damages. If necessary, Judith Steffenhagen and her counsel shall provide proof of any final demand payment prior to distributing withheld settlement proceeds, if any. Proof of any payment pursuant to the terms of this Settlement Agreement and Release means a copy of a draft payable to Medicare or Optum (for U-Care) with an amount matching that of any final demand. If no payment is required, the attorney for Judith Steffenhagen shall provide a copy of the CMS waiver or CMS case closure - no interest letter to counsel for the City of St. Paul prior to distributing any withheld settlement proceeds.

Judith Steffenhagen expressly waives, as part of this Settlement Agreement and Release, any right or claim they may have to bring a private cause of action against the City of St. Paul. pursuant to 42 U.S.C. §1395y (b) (3) (A) of the Social Security Act, Medicare Secondary Payer ("MSP"), and corresponding federal regulations Judith Steffenhagen waives her private cause of action notwithstanding any action taken by the United States, Medicare, CMS, Optum (for U-Care) or any of its contractors including, but not limited to, recovery actions and suspension and/or loss of the undersigned's Medicare or Optum benefits.

Judith Steffenhagen shall hold harmless and indemnify the City of St. Paul as to any and all potential third-party claims, liens, and subrogation claims arising under 42 U.S.C. §1395y (b) of the Social Security Act, MSP, and corresponding federal regulations, including, but not limited to, those commenced by the United States, the Social Security Administration, Medicare, The Centers for Medicare and Medicaid Services, Optum (for U-Care) and any of its contractors, medical providers, health insurers, state agencies, other insurers, and other third parties.

In making this Settlement Agreement and Release, it is understood and agreed that the undersigned, Judith Steffenhagen, hereby relies wholly upon her own judgment, belief and knowledge as to the nature, extent, effect and duration of their damages and the liability therefor, and that they make this Settlement Agreement and Release 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 herein expressed has been made to the undersigned, and that this Settlement Agreement and Release constitutes the entire agreement between the parties hereto, and that the terms of this Settlement Agreement and Release are contractual and not a mere recital.

In addition, the undersigned and the City of St. Paul, and their respective counsel, agree that mutual confidentiality is in the best interest of the parties. It is therefore further stipulated and agreed that the terms of this Settlement Agreement and Release and the negotiations leading thereto with respect to Judith Steffenhagen and the City of St. Paul may be revealed only as follows:

- (1) The amount of this settlement may be revealed only in court documents necessary to conclude the settlement;
- (2) The terms and conditions of this Settlement Agreement and Release may be revealed to family members, who in turn agree to keep this information confidential and to be bound by the terms of this Settlement Agreement and Release;
- (3) To the undersigned accountants and/or financial planners;
- (4) Internal/external disclosures as may be necessary and as required by law;
- (5) To anonymous reporting to legal publications where neither the names of the parties nor the venue is revealed; and in no other way.

This paragraph become effective upon the date of the execution of this Settlement Agreement and Release.

Dated: June 10, 2014

Judith Steffenhagen
Judith Steffenhagen