

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil

Michael Smith,

Court File No. _____

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between the plaintiff Michael Smith and the defendant City of St. Paul.

WHEREAS, the plaintiff served a civil complaint in this matter alleging that the City of St. Paul violated the Minnesota Government Data Practices Act (MGDPA) when it redacted and/or omitted documents requested by the plaintiff under the MGDPA;

WHEREAS, the defendant expressly denies the plaintiff's allegations and liability for any alleged damages;

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

WHEREAS, the parties to this Settlement Agreement and Release have successfully conciliated all issues of dispute in the above-entitled matter.

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

1. The City of St. Paul will issue payment to James P. Michels, Esq. from Rice, Michels and Walther LLP in the amount of \$15,000 (fifteen thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to James Michels at Rice, Michels and Walther LLP, 10 Second St. NE, Suite 206, Minneapolis, Minnesota 55413. This payment is in complete satisfaction for any damages, costs and attorney's fees in this matter for the plaintiff.

2. The City will provide the entire Wiley investigation file, excluding data regarding medical information on other employees.

3. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the defendant, the City of St. Paul, and all of its past and present agents, officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys' fees which the plaintiff has or may have, whether presently known or unknown, arising in law or in equity, which were made, or which could have been made, in the above-entitled action.

4. The plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiff now has or may have against the defendants and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of St. Paul, in their official and individual capacities, whether currently known

or unknown, arising in law or equity, which were made or which could have been made in the above-entitled action, are fully released, satisfied, discharged and settled. This means that the plaintiff releases all employees of the City of St. Paul from any and all claims for damages, costs and attorneys' fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

5. The plaintiff agrees that the terms of this Settlement Agreement and Release are binding on him and his personal representatives, heirs, successors and assigns.

6. The plaintiff understands and acknowledges that the defendant does not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

7. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between the plaintiff and the defendants. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

8. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by his legal counsel, and that he understands and fully agrees to each and every provision hereof.

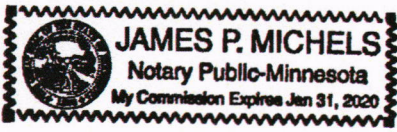
Dated: 12/10/15

Michael Smith
MICHAEL SMITH, Plaintiff

Subscribed and sworn to before me

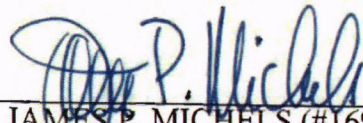
On 10th day of December, 2015

James P. Michels
Notary Public



Dated: 12/11/15

RICE, MICHELS & WALTHER LLP



JAMES P. MICHELS (#169748)

Attorneys for Plaintiff

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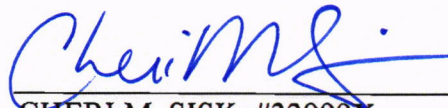
41-1969267

Firm Tax ID Number

Dated: 12/11/15

SAMUEL J. CLARK

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