

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Huong N. Phan,

Court File No. 62-cv-14-7654

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

Lawrence E. Langlois and
the City of St. Paul,

Defendants.

This Settlement Agreement and Release is made by and between the plaintiff
Huong N. Phan and the defendants Lawrence E. Langlois and the City of St. Paul.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that the
defendants are liable for the injuries sustained by Mr. Phan on March 29, 2013, when he
was struck by a City employee at the intersection of University and Raymond Avenues in
St. Paul;

WHEREAS, the defendants expressly deny the plaintiff's allegations and liability
for his 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 the plaintiff Huong N. Phan and his attorneys, McEllistrem Fargione, P.A., for \$40,000 (forty thousand dollars) within a reasonable time following the City Council's approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiff.

2. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely release 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. 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 City of St. Paul, and all of its 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, medical liens, costs and attorney's fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for medical bills, attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.

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

5. The plaintiff understands and acknowledges that the defendants do not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

6. 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.

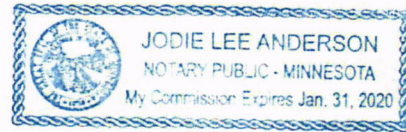
7. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by his legal counsel, and that he understands and fully agrees to each provision hereof.

Dated: October 20, 2016

Huong N. Phan
HUONG N. PHAN, Plaintiff

Subscribed and sworn to before me
on October 20, 2016.

Jodie Lee Anderson
Notary Public



Dated: October 31, 2016

McEllistrem, Fargione, Landy,
Rorvig & Eken, P.A.

By *Robin Sharpe Landy*
Robin Sharpe Landy (#184160)
McEllistrem, Fargione, Landy,
Rorvig & Eken, P.A.
7900 International Drive, Suite 700
Minneapolis, MN 55425
T: (952) 544-5501
rlandy@mcfarg.com

Attorney for Plaintiff

Dated: October 31, 2016

SAMUEL J. CLARK
City Attorney

By *Cheri M. Sisk*
Cheri M. Sisk, (#32999X)
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102-1620
T: (651) 266-8768
F: (651) 266-8787
cheri.sisk@ci.stpaul.mn.us

Attorneys for Defendants