

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Karen Shafer,

Court File No. 62-CV-16-604

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

City of St. Paul,

Defendant.

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

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that the defendant is absolutely liable under state law for the injuries she received on July 7, 2013, when she was bit by a St. Paul K9 officer;

WHEREAS, the defendant expressly denies the plaintiff's allegations and liability for her 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 Karen Shafer and her attorney, Risch Law Firm, L.L.C., for \$20,000 (twenty 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 releases 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, 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.

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 her and her personal representatives, heirs, successors and assigns.

5. 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.

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

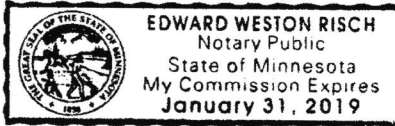
7. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: 2/17/2016

Karen Shafer
KAREN SHAFER, Plaintiff

Subscribed and sworn to before me

On February 17, 2016



Notary Public

[Signature]

Dated: 2/17/16

RISCH LAW FIRM, L.L.C.

By *[Signature]*

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