

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

---

Rachel Gee and Robert Gee,

Plaintiffs,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

City of St. Paul,

Defendant.

---

This Settlement Agreement and Release is made by and between Rachel Gee and Robert Gee (Plaintiffs ) and the City of St. Paul.

WHEREAS, Plaintiffs served the City of St. Paul with an Amended Complaint in this matter alleging that Rachel Gee was injured on August 13, 2012, while riding as a passenger in a vehicle owned by Robert Gee. Plaintiffs claim they suffered personal injuries and property damage when a vehicle owned by the City of St. Paul and driven by an employee of the City of St. Paul collided with Plaintiff's vehicle. Plaintiffs claim the City employee's negligence caused the collision and the City of St. Paul is liable for their damages;

WHEREAS, the City of St. Paul expressly denied Plaintiffs' allegations and liability for Plaintiffs' 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 agreement and release have successfully conciliated all issues of dispute in the above entitled matter, contingent upon and subject to approval by the St. Paul City Council.

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

1. Within a reasonable time after receiving a fully-executed copy of this Settlement Agreement and Release and approval by the St. Paul City Council, the City of St. Paul will deliver to Plaintiffs' attorney a check in the amount of \$750 payable to Robert Gee and a check in the amount of \$16,500 payable to Rachel Gee and Walker Law Offices, in complete satisfaction for all damages, costs and fees. Both checks will be mailed to Walker Law Offices, P.A., <sup>1300 Lagoon Ave South</sup> ~~3112 Hennepin Avenue South~~, Minneapolis, MN 55408.

2. In consideration of the above payment Plaintiffs, by execution of this Settlement Agreement and Release, hereby fully and completely release the City of St. Paul, and all of the 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 attorney's fees which Plaintiffs have 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. Plaintiffs agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Plaintiffs now have or may have against the City of St. Paul, 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.

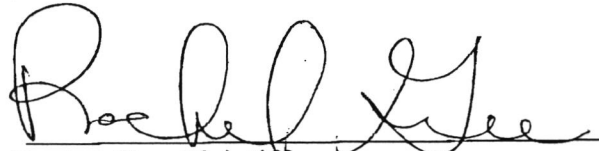
3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sums specified above includes any claim for medical bills, medical liens, attorney's fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action. Any medical liens, including Medicare liens, will be the responsibility of the Plaintiffs.

4. Plaintiffs agree that the terms of this Settlement Agreement and Release are binding on Rachel Gee, Robert Gee and their personal representatives, heirs, successors, and assigns.

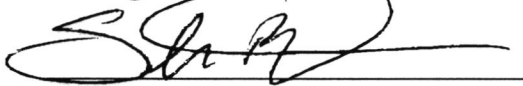
5. Plaintiffs understand and acknowledge that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Plaintiffs' alleged damages.

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

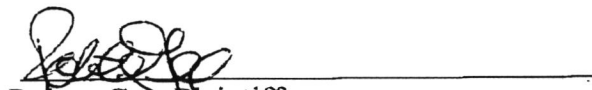
7. The Plaintiffs, by execution hereof, acknowledge that this Settlement Agreement and Release has been read and explained to them by legal counsel, and that they understand and fully agree to each and every provision hereof.

  
Rachel Gee, Plaintiff

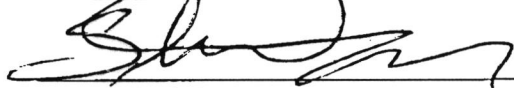
Subscribed and sworn to before me  
this 6 day of March, 2015

  
Notary Public

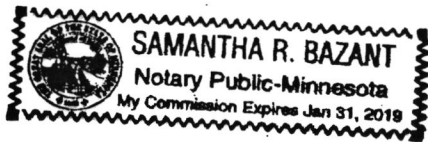


  
Robert Gee, Plaintiff

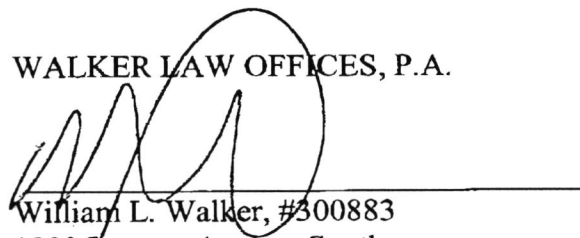
Subscribed and sworn to before me  
this 6 day of March, 2015

  
Notary Public

Dated: March 6, 2015



WALKER LAW OFFICES, P.A.

  
William L. Walker, #300883  
1300 Lagoon Avenue South  
Suite 240  
Minneapolis, MN 55408  
(612) 821-0094  
*Attorneys for Plaintiffs*

Dated: March \_\_\_\_, 2015

LAURA PIETAN  
Interim City Attorney

---

Portia Hampton-Flowers, #210869  
Deputy City Attorney  
750 City Hall and Court House  
15 West Kellogg Boulevard  
Saint Paul, MN 55102  
(651) 266-8774  
*Attorneys for Defendant*