

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between the Claimant Raina St. Claire Williams and the City of St. Paul.

WHEREAS, the Claimant filed a notice of claim with the City of St. Paul (the “City”) the City is liable for injuries and damages alleged to have been sustained by Claimant in an accident which occurred on or about April 15, 2020, at or near Arlington Hills Community Center, in the City of Saint Paul, County of Ramsey, State of Minnesota; and

WHEREAS, the City expressly denies the Claimant’s allegations and liability for her alleged injuries; and

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

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

1. Within a reasonable time following the City Council’s approval of this Agreement, the City of St. Paul will issue payment in the amount of Two Hundred Thousand and no/100 Dollars (\$200,000.00) payable to “Schwebel Goetz & Sieben Trust Account.”
2. In consideration of the payment made pursuant to the above paragraph, Claimant releases and forever discharges the City of St. Paul, its employees, agents, representatives, principals, administrators, assigns, insurers and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorneys’ fees and compensation whatsoever which Claimant now has or which she may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries

and property damage and the consequences thereof resulting from the accident which occurred on or about April 15, 2020.

3. Claimant hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that Claimant relies wholly upon her judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives.

4. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as admission of liability on the part of the parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

5. Claimant understands that Medicare Secondary Payer Act (42 U.S.C. §1395y (b)) (“Act”) applies to any personal injury and/or wrongful death settlement involving a Medicare beneficiary and requires that Medicare be reimbursed for any of its conditional payments made on behalf of the Medicare beneficiary. As part of the Act, Claimant has an obligation to verify her status as a Medicare beneficiary and resolve conditional payments made on her behalf by Medicare, if any.

6. Claimant is/was Medicare eligible, consequently there is a Medicare reimbursement right or an obligation to report the settlement amount to Medicare. The parties expressly agree that payment of settlement proceeds is not conditioned upon Claimant providing proof that all Medicare reimbursement claims and obligations have been satisfied. Rather, the City agrees to forward the settlement proceeds to Claimants attorney once the executed Release and Medicare Form have been provided by Claimant’s counsel and the City Council has

approved this Agreement. Because Claimant is/was Medicare eligible, Claimant's attorney shall hold sufficient settlement proceeds in a client trust account or similar account to be used to reimburse Medicare. Once Claimant's counsel has received a waiver, final demand or no conditional payment letter from CMS, and Claimant's counsel has paid the Medicare recovery claim, if any, Claimant's counsel shall provide to the City a copy of the waiver, final demand, or no conditional payment letter and proof of payment of said amount. Proof of payment pursuant to terms of this Agreement means a copy of a draft payable to Medicare or its recipient entity with an amount matching that of the final demand. Claimant's counsel may redact the bank name, routing number, account number and signature from the check.

7. Claimant agrees to indemnify, defend, and hold the City of St. Paul harmless against and from any and all Medicare or other health-related or medical expense-related claims, actions, judgments or settlements, subrogation claims, or liens, asserted by any entity arising from the personal injuries that are the subject of this settlement and/or Agreement. Claimant agrees that she will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries she received as a result of the April 15, 2020 accident and further agrees that she will satisfy from the proceeds of this settlement all liens that have been made or may be made in the future.

8. Claimant further declares and represents that no promise, inducement or agreement not expressed herein has been made to her and that this release contains the entire agreement between the parties hereto.

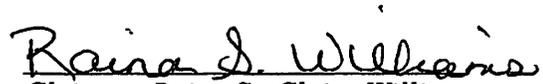
9. This Agreement shall be binding upon Claimant her heirs, administrators, representatives, executors, agents and assigns.

10. This Agreement shall be interpreted, enforced and governed under the laws of the State of Minnesota.

11. This Agreement sets forth the entire agreement between the Parties.

12. Claimant further states that she has carefully read the foregoing Agreement, and that the terms of this Agreement are contractual and not a mere recital. Through her signature, Claimant represents that she knows and understands the terms and effects of this Agreement, has fully discussed the terms and effect of this document with her attorneys, and has signed the Agreement as her free and considered act.

Dated 8-29-21


Claimant Raina St. Claire Williams

Dated August 27, 2021

SCHWEBEL, GOETZ & SIEBEN PA

/s/ Alicia N. Sieben
Alicia N. Sieben, # #0389640
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Attorney for Raina St. Clair Williams