

**SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**  
**Loretta Garrett v. City of St. Paul**

This Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and between Plaintiff, Loretta Garrett (“Garrett”) and the City of St. Paul (“City” or “Defendant”). The term “Released Parties” in this Agreement means the Defendant in the action of *Loretta Garrett v. City of St. Paul*, and all of its respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities (collectively “Released Parties”). Plaintiff and Defendant are collectively referred to as “The Parties.”

WHEREAS, on or about March 9, 2023, Plaintiff served a lawsuit upon the City of St. Paul captioned “Loretta Garrett v. City of St. Paul” (“the Litigation”).

WHEREAS, The City served an Answer to Plaintiff’s Complaint and denies it has engaged in any wrongdoing or that it may be liable on any grounds.

WHEREAS, the Parties wish to settle all of their differences without further costs to any of them.

WHEREAS, the Parties have agreed to a complete settlement of all of the claims made or could have been made in the Litigation arising out of Plaintiff’s employment with the City of St. Paul.

NOW THEREFORE, in consideration of the promises and the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. In exchange for this Agreement and in full and final settlement, compromise and release of all of Garrett’s claims, the City agrees to take the actions described in this Agreement, including the payment of sums of money. Garrett hereby accepts these actions and payments in

full settlement of all of her claims as set forth herein. The parties agree that the City is under no separate obligation to make such payments to her and that the payments are offered to Garrett solely and exclusively in settlement of any claim made or could have been made in the Litigation against the Released Parties.

2. Provided Garrett signs this Agreement and her attorneys provide a completed W-9, the following payments shall be made and shall be delivered to Ahlberg Law, PLLC, within 14 business days after this Agreement is executed by Plaintiff, St. Paul City Council approval, and the rescission period has expired:

- a. In the amount of \$9,832.00, paid to Garrett as and for claimed emotional distress damages (with a 1099 (Misc. Box 3) issued to Garrett); and
- b. In the amount of \$6,668.00 for attorneys' fees and costs, made payable to Ahlberg Law, PLLC. (1099 tax forms will be issued to Garrett and to her attorneys with regard to this payment.)

Garrett agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to her by the City. Garrett agrees that she will be responsible for and indemnify the City for any and all State and federal tax liabilities and/or penalties, if any, regarding the payments described above.

3. Garrett acknowledges and agrees that the payment of sums and other terms herein constitute full and adequate consideration for this Agreement.

4. The City will pay all mediator's fees incurred in this matter.

5. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the Released Parties.

6. The parties understand that the release of information by the City about this matter is governed by Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act”) and Minn. Stat. § 15.17, et seq. (“Official Records Act”).

7. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Garrett, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties from each and every legal claim or demand of any kind that Garrett ever had or might now have, whether or not any such claim is known to her. This release specifically includes, without limitation, all claims arising out of or relating to Garrett’s employment with the City and all claims Garrett raised or could have raised in the Litigation.

8. Garrett fully understands that this is a full, final and complete release of all claims she now has whether latent, patent, disclosed or undisclosed, asserted or unasserted, known or unknown, foreseeable or unforeseeable against the Released Parties, including, but not limited to, all claims for discrimination, unfair employment practice, harassment, retaliation, compensation, wage and bonus claims of any kind, all claims under Title VII of the Civil Rights Act of 1964, as amended, Minnesota Statute Sec. 363A.08, the Family and Medical Leave Act, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Minnesota Human Rights Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination, reprisal or retaliation in the workplace. Garrett also understands that she is releasing all claims as described above, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys’ fees, costs and disbursements incurred

by Garrett or any of her attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Garrett was defamed, or that her civil or constitutional rights have been violated, or that she has been treated unfairly during her employment, her separation from employment, or her applications for employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

9. Garrett agrees to waive her right to any monetary recovery should the EEOC, MDHR or any state or local agency pursue any claims on Garrett's behalf. Further, to the extent applicable, Garrett agrees to seek withdrawal of any charges or complaints filed with the Minnesota Department of Human Rights and the Equal Employment Opportunity Commission to the fullest extent permitted by law. Garrett agrees that all of her allegations are set forth in any prior charges, complaints or correspondence that have been provided to the City and its attorneys.

10. This Agreement does not waive or release any rights or claims of any kind that Garrett may have which arise out of acts occurring after she signs this Agreement.

11. Garrett understands that the Minnesota Human Rights Act permits her to rescind claims under that Act within 15 days of executing this agreement. Garrett understands that, in order to be effective, rescission must be in writing and delivered to: St. Paul Assistant City Attorney, Anissa M. Mediger at St. Paul City Hall, St. Paul City Attorney's Office, 15 W Kellogg Boulevard, St. Paul, MN 55102 within the 15-day period. If mailed, the rescission or revocation must be postmarked within the 15-day period, addressed as set forth in the preceding sentence and

sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to Assistant City Attorney, Anissa M. Mediger within the 15-day period. Should Garrett choose to rescind this Agreement, all terms hereof shall be canceled, and Garrett will not receive the settlement payment.

12. Garrett is represented by counsel and acknowledges and agrees that she has been advised by the City that she has the right to consult with an attorney prior to entering into this Agreement.

13. Garrett understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning Garrett's claims referred to herein against the Released Parties and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Garrett against the Released Parties, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning Garrett's employment with the City.

14. Garrett further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and she further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

15. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid

Services (“CMS”) on this settlement, or Garrett’s eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

16. Garrett warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Garrett is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Further, Garrett shall indemnify, defend and hold harmless the City and any and all insurers (including non-Medicare-related) from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the City and/or any and all insurers relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Garrett’s alleged injuries or claims, Garrett will defend and indemnify the City and any and all insurers from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys’ fees sought by such entities.

17. The parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

18. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

20. Garrett agrees that she has read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

07 / 01 / 2023  
Dated: \_\_\_\_\_

*Loretta Garrett*  
\_\_\_\_\_  
Loretta Garrett, Plaintiff

06 / 30 / 2023  
Dated: \_\_\_\_\_

*R. Hall*  
\_\_\_\_\_  
RYAN AHLBERG #0386520  
Union Plaza Building, Suite 300  
333 Washington Avenue North  
Minneapolis, MN 55401  
*Attorney for Plaintiff*

Dated: \_\_\_\_\_

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<b>Title</b>	Settlement Agreement and Release of Claims
<b>File name</b>	Settlement Agreem...ase of Claims.pdf
<b>Document ID</b>	7d322aa4798a6aea38bda6acc0f248b25cb0af2a
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Signed

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## Document History

 SENT	<b>07 / 01 / 2023</b> 02:09:51 UTC	Sent for signature to Loretta Garrett (lorettaygarrett@gmail.com) from rahlberg@ahlberglaw.com IP: 76.156.141.219
 VIEWED	<b>07 / 01 / 2023</b> 02:30:21 UTC	Viewed by Loretta Garrett (lorettaygarrett@gmail.com) IP: 76.156.53.9
 SIGNED	<b>07 / 01 / 2023</b> 15:30:50 UTC	Signed by Loretta Garrett (lorettaygarrett@gmail.com) IP: 76.156.53.9
 COMPLETED	<b>07 / 01 / 2023</b> 15:30:50 UTC	The document has been completed.