

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT

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KELLY JO SHERRY,

*Plaintiff,*

*vs.*

JAMES ARIC ELLSWORTH, and  
CITY OF SAINT PAUL,  
MINNESOTA,,

*Defendants.*

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Court File No.: 62-CV-21-3515

**SETTLEMENT AGREEMENT  
& RELEASE**

This Settlement Agreement and Release is made by and between the Plaintiff, Kelly Jo Sherry, and the Defendants, James Aric Ellsworth and the City of Saint Paul.

Plaintiff served a civil complaint in this matter alleging Defendants are liable for injuries and damages sustained by Plaintiff in an accident occurring on or about December 20, 2018 on Arcade Street and East 7th Street in the City of Saint Paul, County of Ramsey, State of Minnesota, as alleged in Plaintiff's *Complaint*. Defendants expressly deny the Plaintiff's allegations and liability for her alleged injuries.

The parties wish to settle and resolve all outstanding disputes and claims between them to avoid the uncertainties and costs associated with continued litigation. In consideration of the mutual promises established in this agreement and release, the parties agree to the following terms:

1. The City of Saint Paul will issue payment to the Plaintiff, Kelly Jo Sherry, and her attorneys at Swor & Gatto, in the amount of twelve thousand dollars (\$12,000). This payment will be issued within a reasonable time following the Saint Paul City Council's

approval of this agreement. Payment will be mailed to Marcus P. Gatto; 1177 West Seventh Street; Saint Paul, Minnesota 55102. This payment is in complete satisfaction for all damages, medical liens, subrogation claims, costs and any attorneys' fees in this matter for the Plaintiff.

2. In consideration of the payments made under ¶ 1 above, Plaintiff releases, acquits and forever discharges Defendants City of Saint Paul and James Aric Ellsworth and their agents, servants, successors, heirs, executors, administrators 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, subrogation claims, attorneys' fees and compensation whatsoever, which Plaintiff now has or which she may 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 automobile accident alleged in her *Complaint*, which occurred on or about December 20, 2018.

3. Plaintiff agrees to indemnify and hold harmless Defendants of and from any and all any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, subrogation claims, attorneys' fees and compensation whatsoever resulting from the automobile accident alleged in her *Complaint*, which occurred on or about December 20, 2018.

4. Plaintiff declares and represents that the injuries sustained are or may be permanent and progressive and that recovery is uncertain and indefinite. Plaintiff represents that in making this release it is understood and agreed that Plaintiff relies wholly upon her

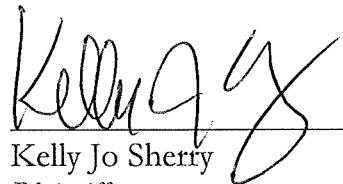
judgment, belief and knowledge of the nature, extent, effect, and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives.

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. Plaintiff agrees that she will be responsible for obtaining a complete discharge of any and all existing or potential medical liens filed in regard to injuries she received as a result of the December 20, 2018 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. Plaintiff agrees to defend and hold the City of Saint Paul and James Aric Ellsworth harmless from the same.

6. Plaintiff further declares and represents that no promise, inducement, or agreement not expressed in this document has been made to her and that this release contains the entire agreement between the parties and that the terms of this release are contractual and not a mere recital.

7. By executing this agreement, the Plaintiff 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 within this document.

Dated: June 10<sup>th</sup>, 2022.

  
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Kelly Jo Sherry  
*Plaintiff*

Dated: \_\_\_\_\_, 2022.

SWOR & GATTO



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Marcus P. Gatto (#0391160)  
John Paul J. Gatto (#0387730)  
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*Attorneys for Plaintiff.*

Dated: June 16, 2022.

LYNDSEY M. OLSON  
CITY ATTORNEY

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Kyle Citta (#0397000)  
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*Attorneys for Defendants James Aric Ellsworth &  
the City of Saint Paul.*