

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Nancy Schaefer,

Type of Case: Personal Injury
Court File No.: 62-CV-10-11316

Plaintiff,

vs.

**SETTLEMENT AGREEMENT AND
RELEASE**

Shawn Filiowich and
City of St. Paul,

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Nancy Schaefer, Shawn Filiowich and the City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging that she was injured on May 23, 2009, when the vehicle she was driving was involved in a motor vehicle accident with a squad car owned by the City of St. Paul and driven by Shawn Filiowich, a City employee. The injury occurred as a result of the collision. Plaintiff claims that Shawn Filiowich and the City of St. Paul are liable for her damages and seeks payment from the City of St. Paul;

WHEREAS, Shawn Filiowich and the City of St. Paul expressly denied Plaintiff's allegations and liability for Plaintiff's alleged losses;

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.

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

1. Within a reasonable time subsequent to receiving a fully-executed copy of this Settlement Agreement and Release and Stipulation of Dismissal, the City of St. Paul will deliver to Plaintiff's attorney a check in the amount of \$11,750.00 in complete satisfaction for all damages, costs and attorneys fees. This payment includes any outstanding subrogation claims or liens and Plaintiff will provide satisfaction of any liens if necessary. Plaintiff acknowledges that she is not Medicare eligible as of the date of this settlement agreement. This check will be made payable to the Cody Law Group and Nancy Schaefer, and mailed to: David K. Cody, Attorney at Law, 359 Commerce Court, Vadnais Heights, MN 55127.
2. In consideration of the above payment Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases Shawn Filiowich and the City of St. Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of Shawn Filiowich and the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys fees which 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. Plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Plaintiff now has or may have against Shawn Filiowich and the City of St. Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of Shawn Filiowich and 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 sum specified above includes any claim for attorney's fees and costs which could have been brought in relation to the set of facts presented in the above entitled action.
4. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on her and her personal representatives, heirs, successors, and assigns.
5. Plaintiff understands and acknowledges that Shawn Filiowich and the City of St. Paul do not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.
6. The parties agree that this Settlement Agreement and Release does not affect, impact, or include any claim for workers compensation benefits Plaintiff has or may have against the City of St. Paul.
7. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff, Shawn Filiowich 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.
8. The Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read and explained to her by legal counsel, and that she understands and fully agrees to each and every provision hereof.

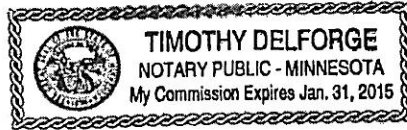
Page 4, Schaefer Settlement and Release Agreement

Dated: 7/27/11

Nancy Schaefer
Nancy Schaefer, Plaintiff

Subscribed and sworn to before me this
27th day of July 2011.

[Signature]
Notary Public



Dated: 7-27-11

The Cody Law Group, Chartered

By:

[Signature]
David K. Cody (#17590)
359 Commerce Court
Vadnais Heights, MN 55127
Attorneys for Plaintiff

Dated: July 7, 2011

Sara R. Grewing
Saint Paul City Attorney

By:

[Signature]
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