

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Latasha M. Williams,

Court File No.: 62-CV-11-9031

Judge David C. Higgs

Case Type: Personal Injury

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
& RELEASE**

Joseph E. Phipps and the City of St. Paul,

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Latasha M. Williams and Defendants Joseph E. Phipps and City of St. Paul (the City).

WHEREAS, Plaintiff filed a civil complaint in this matter claiming that Phipps negligently drove a City snow plow on December 25, 2009, allowing the plow to impact Plaintiff's vehicle causing her injury; and Plaintiff claimed that Defendants were liable for her damages;

WHEREAS, Defendants expressly denied Plaintiff's allegations and liability for Plaintiff's alleged damages and asserted that Plaintiff had not raised a claim upon which relief could be granted;

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 the Stipulation for Dismissal attached hereto, and upon official approval of the St. Paul City Council, the City will deliver to Plaintiff's attorney a check in the amount of fifteen thousand dollars (\$15,000.00) in complete satisfaction for all damages, costs and attorneys fees. This check will be made payable to Latasha M. Williams and Palmer O'Dea LLC. and mailed to Richard D. O'Dea, Palmer O'Dea, LLC., 220 Rosedale Towers, 1700 Highway 36 W., Roseville MN 55113.
2. In consideration of the above payment, Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases Phipps and the City, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City 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 the City, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City 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. This means that Plaintiff releases all employees of the City from any and all claims for damages,

costs and attorneys fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

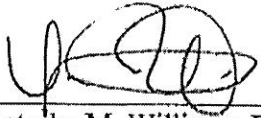
3. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on her and her personal representatives, heirs, successors, and assigns.

4. Plaintiff understands and acknowledges that Phipps and the City do not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.

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

6. 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.

Dated: 2/1/2012



Latasha M. Williams, Plaintiff

PALMER • O'DEA, LLC.

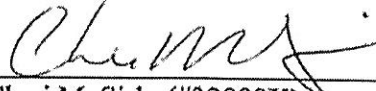
Dated: 2.1-12

By: 

Richard D. O'Dea, (#221429)
Attorneys for Plaintiff
220 Rosedale Towers
1700 Highway 36 W.
Roseville, MN 55113
(651) 633-9367

SARA R. GREWING
City Attorney

Dated: 2/2/12

By: 
Cheri M. Sisk, (#32999X)
Assistant City Attorney
Attorneys for Defendants
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102
(651) 266-8768