

## SETTLEMENT AGREEMENT AND RELEASE

Plaintiff Mai Yer Lor, for the sole consideration of eight thousand dollars and no cents (\$8,000.00), to the undersigned in hand paid, receipt of which is hereby acknowledged, does hereby and for her heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges Defendants Ian Nash and the City of St. Paul, and their employees, 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, attorney's fees, claims and compensation whatsoever which the undersigned 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 damages and the consequences thereof resulting or to result from the accident, casualty or even which occurred on or about the seventh day of September, 2012 at or near 12th Street and Wabasha Avenue in the City of St. Paul, County of Ramsey, State of Minnesota as referenced in Plaintiff's Complaint.

It is understood and agreed that this settlement is the compromise of a doubtful disputed claim and that the payment made is not to be construed as an 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.

The undersigned hereby declares and represents that the injuries sustained by her 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 the undersigned relies wholly upon the undersigned's 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 or by any physician or surgeon employed by them.

The undersigned 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 and that the terms of this Release are contractual and not a mere recital.

The undersigned understands that approval of this settlement is contingent upon review by the Saint Paul City Council.

The parties hereby agree that this settlement does not include any claim by the no-fault/PIP indemnity insurance carrier and/or payor of basic economic loss benefits to or on behalf of Plaintiff Mai Yer Lor. Defendants agree to handle any no-fault/PIP indemnity claim separate from the Settlement Agreement herein and reserve any and all of their defenses thereto.

Dated: 11/22/16

  
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Mai Yer Lor, Plaintiff