

Dennis Montanari

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
& RELEASE**

City of Saint Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Dennis Montanari and Defendant City of Saint Paul (the City).

WHEREAS, Plaintiff filed a claim in this matter seeking from the City \$25,000 for Underinsured Motorist Insurance (UIM) benefits arising out of an accident on March 17th, 2010 whereby Plaintiff was injured when he was struck by a motor vehicle while working for the City;

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 these matters; and

WHEREAS, the parties to this agreement and release have successfully conciliated all issues of dispute in the above entitled matters.

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 upon official approval of the Saint Paul City Council, the City will deliver to Plaintiff's attorney a check in the amount of twenty-five thousand dollars (\$25,000.00) in complete satisfaction for all claims, costs and attorney's fees against the City of Saint Paul. This check will be made payable to Dennis Montanari and Ronald F. Meuser, Meuser & Associates, PA, 10925 Valley View Road, Suite 202, Eden Prairie, MN 55344.
2. In consideration of the above payment, Plaintiff, by execution of this Settlement

Agreement and Release, hereby fully and completely releases the City, and all of their 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 him and his personal representatives, heirs, successors, and assigns.

4. Plaintiff understands and acknowledges that the City does not admit any wrongdoing, improper action or liability for, or in relation to, Plaintiff's claims.

5. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff 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.

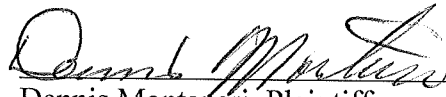
6. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read and explained to him by legal counsel, and that he understands and fully agrees to each and every provision hereof.

7. The parties agree that this Settlement Agreement and Release do not affect any benefits that Plaintiff may legally be entitled to continue to receive under the City's workers compensation program, health insurance program or any other benefit related program. This Agreement only resolves those benefits under Underinsured Motorist coverage.

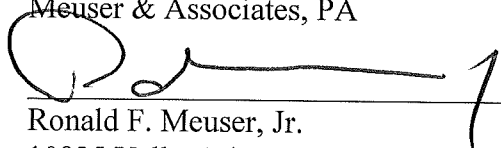
8. The parties agree that this Settlement Agreement and Release does not prohibit the City from any restitution or recoveries that it may be entitled to through the court of law against any other third parties.

9. The parties agree that this Settlement Agreement and Release does not affect Plaintiff's right to make claim for, or collect, any additional underinsured motorist benefits for which he may be entitled to receive, including, but not limited to, MetLife Auto and Home Insurance.

Dated: 4/30/2013


Dennis Montanari, Plaintiff

Dated: 4/30/2013

Meuser & Associates, PA
By: 
Ronald F. Meuser, Jr.
10925 Valley View Road, Suite 202
Eden Prairie, MN 55344
(952) 345-2052
Tax ID; 41-1703898