

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Mee Vang and Bee Moua,

Court File No. 62-CV-13-8510

Judge Margaret M. Marrinan

Plaintiffs,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

City of Saint Paul and David Wegwerth,

Defendants.

This Settlement Agreement and Release is made by and between the plaintiffs Mee Vang and Bee Moua and the defendants above-named.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that Mee Vang suffered personal injury and both plaintiffs incurred property damage as a result of a car accident involving above-named defendants which occurred on or about September 10, 2012.

WHEREAS, the defendants expressly deny the plaintiffs' allegations and liability for their alleged damages;

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 Settlement 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. The City of St. Paul will issue one payment to the plaintiffs Mee Vang and Bee Moua and their attorney(s) at The Injury Law Group, P.A., in the amount of \$14,000 (fourteen thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to 1700 Highway 36 West, Rosedale Tower Suite 550, Roseville, MN 55113. This payment is in complete satisfaction for all damages, injuries, future damages and injuries, liens, costs and attorneys' fees in this matter for the plaintiffs.

2. The parties agree that they will not go to the media to comment on this settlement; however, if the parties are approached by the media regarding this settlement, the parties agree to not negatively characterize this settlement or make any disparaging remarks regarding any of the parties in regard to this matter.

3. In consideration of the above payment, the plaintiffs, by execution of this Settlement Agreement and Release, hereby fully and completely releases the defendants and the City of St. Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys' fees which the 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.

The plaintiffs further agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiffs now have or may have against the defendants or the City of St. Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of 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. This means that the plaintiff releases all employees of the City of St. Paul 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.

4. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for medical bills, liens, attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.

5. The plaintiffs agree that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

6. The plaintiffs understand and acknowledge that the defendants do not admit any wrongdoing, improper action or liability for any of the plaintiffs' alleged damages.

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

8. The plaintiffs, by execution hereof, acknowledge that this Settlement Agreement and Release has been read by their legal counsel, and translated to them in a language they understand and speak, and that they understand and fully agree to each and every provision hereof.

Dated: 9-29-14

Mee Vang, Plaintiff

Mee Vang

Subscribed and sworn to before me on 9-29-14.

Bee Moua, Plaintiff

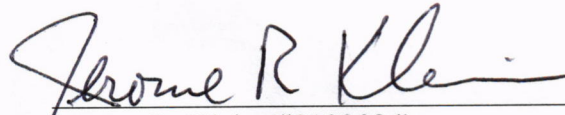
Bee Moua

[Signature]
Notary Public



Dated: 09-29-2014

THE INJURY LAW GROUP, P.A.



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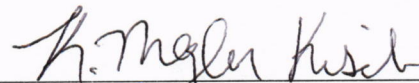
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Tax ID Number

Dated:

10/1/2014

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