

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

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Court File No.:

George M. Pfoser,

Case Type: Civil -Other

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
& RELEASE**

City of St. Paul,

Defendant.

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This Settlement Agreement and Release is made by and between Plaintiff George M. Pfoser and Defendant City of St. Paul (the City).

WHEREAS, Plaintiff filed two civil complaints in this matter seeking from the City \$25,000 for Underinsured Motorist Insurance (UIM) benefits and \$20,000 for No Fault Benefits for replacement loss services arising out of an accident on December 13, 2005, 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 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 forty-five thousand dollars (\$45,000.00) in complete satisfaction for all claims, costs and attorneys fees. This check will be made payable to George M. Pfoser and Mansur and O'Leary, P.A. and mailed to Daniel B. O'Leary, Mansur and O'Leary, P.A., 1540 Humboldt Ave., Suite 100, West St. Paul, MN 55118.

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 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 actions. 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 actions, 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. **THIS SETTLEMENT AGREEMENT & RELEASE DOES NOT EFFECT OR LIMIT IN ANY WAY MY RIGHT TO PURSUE EXCESS UNINSURED OR UNDERINSURED MOTORIST BENEFITS FROM MY AUTOMOBILE INSURER NOR DOES IT EFFECT OR LIMIT IN ANY WAY MY RIGHT TO PURSUE WORKERS' COMPENSATION BENEFITS, DISABILITY, LONG-TERM CARE, LIFE OR HEALTH INSURANCE BENEFITS, STATE OR FEDERAL BENEFITS, OR RETIREMENT BENEFITS THAT MAY RELATE TO THIS MOTOR VEHICLE COLLISION.**

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

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

6. 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.

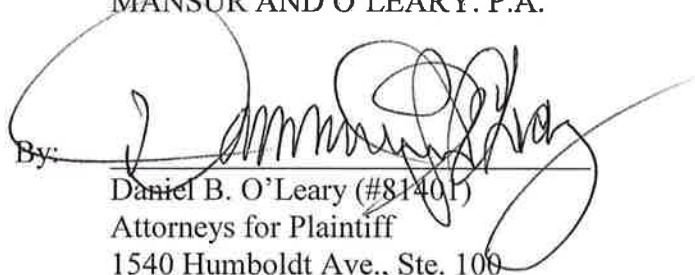
7. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read and explained to him by legal counsel, and that he understands and fully agrees to each and every provision hereof.

Dated: 2-27-12

  
George M. Pfoser, Plaintiff


MANSUR AND O'LEARY. P.A.

Dated: 2-27-12

By:   
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Dated: 2/27/2012

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