

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS
Christine Jefferson v. City of St. Paul Court File No. 62-CV-20-3181

This Settlement Agreement and Release of Claims (“Agreement”) is made and entered into by and between Plaintiff, Christine Jefferson (“Jefferson”) and the City of St. Paul (“City” or “Defendant”). The term “Released Parties” in this Agreement means the Defendant in the action of *Christine Jefferson v. City of St. Paul*, the City of St. Paul, Saint Paul Regional Water Services and all of its respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities (collectively “Released Parties”). Plaintiff and Defendant are collectively referred to as “The Parties.”

WHEREAS, on or about April 3, 2020, Plaintiff served a lawsuit upon the City of St. Paul captioned “Christine Jefferson v. City of St. Paul” (“the Litigation”).

WHEREAS, Defendant denies it has engaged in any wrongdoing or that it may be liable on any grounds.

WHEREAS, the Parties wish to settle all of their differences without further costs to any of them.

WHEREAS, the Parties have agreed to a complete settlement of all of the claims made or could have been made in the Litigation.

NOW THEREFORE, in consideration of the promises and the mutual covenants and provisions of this Agreement, the parties agree as follows:

1. In exchange for this Agreement and in full and final settlement, compromise and release of all of Jefferson’s claims, the City agrees to take the actions described in this Agreement, including the payment of sums of money. Jefferson hereby accepts these actions and payments in full settlement of all of her claims as set forth herein. The parties agree that the City is under no

separate obligation to make such payments to her and that the payments are offered to Jefferson solely and exclusively in settlement of any claim made or could have been made in the Litigation against the Released Parties.

2. Provided Jefferson signs this Agreement and her attorneys provide a completed W-9, the following payments shall be made and shall be delivered to Ahlberg Law, PLLC, within 14 business days after this Agreement is executed by Plaintiff, City Council approval, and the rescission period has expired:

- a. In the amount of \$7,000.00, minus applicable state, federal and FICA withholding, made payable to Christine Jefferson. A W-2 tax form will be issued to Jefferson with regard to this payment.
- b. In the amount of \$20,000.00, paid to Jefferson as and for claimed emotional distress damages (with a 1099 (Misc. Box 3) issued to Jefferson); and
- b. In the amount of \$18,000.00 for attorneys' fees and costs, made payable to Ahlberg Law, PLLC. (1099 tax forms will be issued to Jefferson and to her attorneys with regard to this payment.)

Jefferson agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to her by the City. Jefferson agrees that she will be responsible for and indemnify the Defendant for any and all State and federal tax liabilities and/or penalties, if any, regarding the payments described above.

3. Jefferson acknowledges and agrees that the payment of sums and other terms herein constitute full and adequate consideration for this Agreement.

4. The City will pay all mediator's fees incurred in this matter.

5. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the Released Parties.

6. The parties understand that the release of information by the Defendant about this matter is governed by Minn. Stat. § 13.01, et seq. (Minnesota Government Data Practices Act”) and Minn. Stat. § 15.17, et seq. (“Official Records Act”).

7. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Jefferson, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges Released Parties from each and every legal claim or demand of any kind that Jefferson ever had or might now have, whether or not any such claim is known to her. This release specifically includes, without limitation, all claims arising out of or relating to Jefferson’s employment with the City and all claims Jefferson raised or could have raised in the Litigation.

8. Jefferson fully understands that this is a full, final and complete release of all claims she now has whether latent, patent, disclosed or undisclosed, asserted or unasserted, known or unknown, foreseeable or unforeseeable against the Released Parties, including, but not limited to, all claims for discrimination, unfair employment practice, harassment, retaliation, reprisal, compensation, wage and bonus claims of any kind, all claims under Title VII of the Civil Rights Act of 1964, as amended, Minnesota Statute Sec. 363A.08, the Family and Medical Leave Act, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, the Federal Rehabilitation Act, the Minnesota Human Rights Act, and any other local, state or federal laws, rules, regulations, ordinances or executive orders relating to illegal discrimination in the workplace. Jefferson also understands that she is releasing all claims as described above, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all claims for penalties, all claims for attorneys’ fees, costs and disbursements incurred by Jefferson or any of

her attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for liquidated damages, all claims for fraud or misrepresentation, all claims that Jefferson was defamed, or that her civil or constitutional rights have been violated, or that she has been treated unfairly during her employment, her separation from employment, or her applications for employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

9. Jefferson agrees to waive her right to any monetary recovery should the EEOC, MDHR or any state or local agency pursue any claims on Jefferson's behalf. Further, to the extent applicable, Jefferson agrees to seek withdrawal of any charges or complaints filed with the Minnesota Department of Human Rights and the Equal Employment Opportunity Commission to the fullest extent permitted by law. Jefferson agrees that all of her allegations are set forth in any prior charges, complaints or correspondence that have been provided to the City and its attorneys.

10. This Agreement does not waive or release any rights or claims of any kind that Jefferson may have which arise out of acts occurring after she signs this Agreement.

11. Jefferson understands that the Minnesota Human Rights Act permits her to rescind claims under that Act within 15 days of executing this agreement. Jefferson understands that, in order to be effective, rescission must be in writing and delivered to: St. Paul Assistant City Attorney, Anissa M. Mediger at St. Paul City Hall, St. Paul City Attorney's Office, 15 W Kellogg Boulevard, St. Paul, MN 55102 within the 15-day period. If mailed, the rescission or revocation must be postmarked within the 15-day period, addressed as set forth in the preceding sentence and sent by Certified Mail, Return Receipt Requested. If delivered by hand, it must be given to

Assistant City Attorney, Anissa M. Mediger within the 15-day period. Should Jefferson choose to rescind this Agreement, all terms hereof shall be cancelled, and Jefferson will not receive the settlement payment.

12. Jefferson is represented by counsel and acknowledges and agrees that she has been advised by the City that she has the right to consult with an attorney prior to entering into this Agreement.

13. Jefferson understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment, if necessary, concerning Jefferson's claims referred to herein against the Released Parties and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Jefferson against the Released Parties, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning Jefferson's employment with the City.

14. Jefferson further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement, and she further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

15. This Agreement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or Jefferson's eligibility or entitlement to Medicare or

Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

16. Jefferson warrants that she is not a Medicare beneficiary as of the date of this Agreement. Because Jefferson is not a Medicare recipient as of the date of this release, no conditional payments have been made by Medicare. Further, Jefferson shall indemnify, defend and hold harmless the City and any and all insurers (including non-Medicare-related) from any and all claims, liens, Medicare conditional payments and rights to payment, known or unknown. If any governmental entity, or anyone acting on behalf of any governmental entity, seeks damages including multiple damages from the City and/or any and all insurers relating to payment by such governmental entity, or anyone acting on behalf of such governmental entity, relating to Jefferson's alleged injuries or claims, Jefferson will defend and indemnify the City and any and all insurers from any and all such damages, claims, liens, Medicare conditional payments and rights to payment, including any attorneys' fees sought by such entities.

17. The parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

18. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

20. Jefferson agrees that she has read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

Dated: 03 / 02 / 2022 _____



Christine Jefferson, Plaintiff

Dated: 03 / 02 / 2022 _____



RYAN AHLBERG # 0386520
Union Plaza Building, Suite 300
333 Washington Avenue North
Minneapolis, MN 55401
Attorneys for Plaintiff

Dated: _____

LYNDSEY M. OLSON
City Attorney

ANISSA M. MEDIGER #0290439
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
Saint Paul, MN 55102
Telephone: (651) 266-8728

Attorneys for Defendant City of St. Paul

TITLE	Jefferson STP Settlement Agreement
FILE NAME	[http][SRQNBPVW0E...greement] (3).pdf
DOCUMENT ID	354a6dc32b069ea61960cd5d02f4dced8bb24f10
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

Document History



SENT

03 / 02 / 2022

18:44:21 UTC

Sent for signature to Christine Jefferson
 (chrissyjmn@gmail.com) from rahlberg@ahlberglaw.com
 IP: 72.193.245.203



VIEWED

03 / 02 / 2022

19:05:24 UTC

Viewed by Christine Jefferson (chrissyjmn@gmail.com)
 IP: 24.118.57.134



SIGNED

03 / 02 / 2022

19:08:52 UTC

Signed by Christine Jefferson (chrissyjmn@gmail.com)
 IP: 24.118.57.134



COMPLETED

03 / 02 / 2022

19:08:52 UTC

The document has been completed.