

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF WASHINGTON

TENTH JUDICIAL DISTRICT

Elisea Cervantes Anzures,

Court File No. 82-CV-15-4451

Plaintiff,

Judge Tad Jude

vs.

Michele Leann Ward, and the City of
St. Paul,

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Elisea Cervantes Anzures, Defendant Michele Leann Ward, and Defendant City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging, *inter alia*, that on August 14, 2009, Defendant Michele Leann Ward, drove in a negligent manner, causing a collision with the vehicle that Plaintiff was driving. Plaintiff claims that Defendant Ward is liable for her injuries and damages; and Defendant City of St. Paul is vicariously liable as the owner of the vehicle Defendant Ward was driving at the time of the accident.

WHEREAS, Defendants Ward and the City of St. Paul expressly denied Plaintiff's allegations and liability for Plaintiff's 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 a payment to Plaintiff, Elisea Cervantes Anzures, and Plaintiff's counsel, Thomas B. Schway, for a total of forty-five thousand dollars (\$45,000.00) within a reasonable time following the City Council's approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment or other resolution of valid liens and subrogation claims.

2. In consideration of the above payment Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases 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 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 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 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.

3. Defendant Ward through her insurer The Travelers Home and Marine Insurance Company will issue a payment to Plaintiff, Elisea Cervantes Anzures, and Plaintiff's counsel, Thomas B. Schway, for a total of fifty thousand dollars (\$50,000.00) upon execution of this Settlement Agreement by Plaintiff. This payment is in complete satisfaction for all damages, medical liens, costs, interest and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment or other resolution of valid liens and subrogation claims.

4. In consideration of the above payment Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases Michelle Ward, The Travelers Home and Marine Insurance Company, including their respective past, present, and future officers, directors, stockholders, attorneys, agents, principals, servants, representatives, employees, heirs, executors, administrators, predecessors and successors in interest, subsidiaries, affiliates, partners, privies, assigns, and insurers (including reinsurers) and all other persons (including entities) which are or might be claimed to be liable to such Plaintiff in connection with the August 14, 2009, accident, from any and all claims, demands, actions, causes of action, damages, injuries, liabilities, 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 Defendant Ward, 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.

5. Plaintiff further agrees further as consideration for the above payment to defend, indemnify, and hold Defendant City of St. Paul, Defendant Ward, and her insurer (Travelers Home and Marine) harmless from and against any and all claims, demands, actions causes of action, damages and costs (including attorneys' fees) arising out of or by reason of the August 14, 2009, accident, that have been or may hereafter be brought by or on behalf of such Plaintiff against any party other than Defendant City of St. Paul, Defendant Ward, and her insurer. It is further agreed and understood that Defendant City of St. Paul, Defendant Ward, and her insurer shall be released and discharged from any liability to any lienholder or subrogee (including, but not limited to any medical lien or interest held by any entity providing health insurance benefits to Plaintiff), that may have any interest in amounts recovered by such claims with respect to the above occurrence, and any such lien or claim of subrogation will be satisfied fully by Plaintiff herein as part of this settlement. Plaintiff represents that she is not receiving Medicare benefits and that in the event Medicare makes any claim for reimbursement arising out of this accident, she will defend, indemnify, and hold harmless Defendant City of St. Paul, Defendant Ward, and her insurer for any claim for reimbursement, double damages, penalties, fines,

and attorneys' fees relating to a governmental entity asserting such claims under this statute or any related federal or state laws.

6. In consideration of the payments made pursuant to paragraphs 1 and 3 above, Plaintiff releases and forever discharges the City of St. Paul, its principals, agents and representatives, and Michele Leann Ward and her insurer The Travelers Home and Marine Insurance Company, for any and all further liability for payment of No-Fault benefits as provided on behalf of Plaintiff, due or allegedly due on account of the automobile accident of August 14, 2009. For purposes of this Release, the term "No-Fault" benefits includes, without limitation, any and all claims for medical expense benefits, income loss benefits, replacement services loss benefits, survivors economic loss and survivors replacement services loss, disability and income loss benefits, all as those terms are described in Sections 65B.44 and 65B.45 of the Minnesota Statutes.

7. Also in consideration of the payments made pursuant to paragraphs 1 and 3 above, Plaintiff releases and forever discharges the City of St. Paul, its principals, agents and representatives, for any and all further liability for payment of damages due or allegedly due to Plaintiff now or in the future pursuant to Minn. Stat. 168, or common-law agency legal principles, on account of the automobile accident of August 14, 2009. Plaintiff further agrees to defend and indemnify the City of St. Paul from all claims made by third-parties or insurance companies now known or unknown, alleged against the City of St. Paul in relation to the automobile accident of August 14, 2009.

8. Furthermore, in consideration of the payment made on behalf of Michele Leann Ward to Plaintiff in paragraph 3 above, the City of St. Paul by adoption of the

resolution attached hereto as Exhibit "A", the City, agrees to waive all claims for contribution or indemnity it now has and any future claims it may have, that could be alleged against Michele Leanne Ward or her insurer The Travelers Home and Marine Insurance Company, as they relate to the automobile accident of August 14, 2009.


9. In consideration of the payment made by Defendant City of St. Paul to Plaintiff, Defendant Michelle Leann Ward agrees to waive and dismiss all claims for contribution or indemnity that she has that could be alleged against Defendant City of St. Paul as they relate to the automobile accident of August 14, 2009.

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

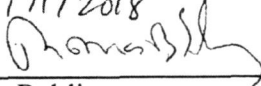
11. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff, Defendant Ward, her insurer, and Defendant City of St. Paul. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

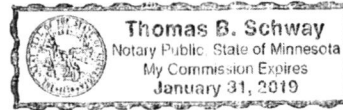
12. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her by legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: 4-11-18


Elisea Cervantes Anzures, Plaintiff

Subscribed and sworn to before me
on 4/11/2018

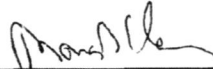

Notary Public



My Commission Expires 11/31/19

Dated: 4/11/2018

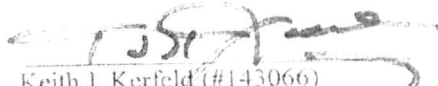
LAW OFFICE OF THOMAS B. SCHWAY


Thomas Schway (#130850)
6230 10th Street, Suite 410
Oakdale, MN 55120
Telephone: (651) 731-6243
Attorney for Plaintiff

41-1617400
Tax ID Number

TEWKSBURY & KERFELD, P.A.

Dated: 4/23/18

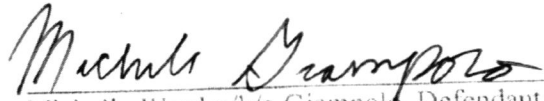


Keith J. Kerfeld (#143066)
Kathleen K. Curtis (#0388279)
88 South Tenth Street, Suite #300
Minneapolis, MN 55403
Telephone: (612) 334-3399

Francis J. Rondoni (#121903)
CHESTNUT CAMBRONNE PA
17 Washington Avenue North, Suite 300
Minneapolis, MN 55401
Telephone: (612) 339-7300

*Attorneys for Defendant Michele Ward n/k/a
Giampolo*

Dated: 4/27/18



Michelle Ward n/k/a Giampolo, Defendant

Dated: _____

LYNDSEY OLSON
Saint Paul City Attorney

K. Meghan Kisch (#0337547)
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102-1620
Telephone: (651) 266-8775

Attorneys for Defendant City of Saint Paul