

Settlement Agreement and Release of All Claims

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into by Plaintiff Delores Franco (“Franco” or “Plaintiff”) and Defendants, City of Saint Paul and Todd Rasset (Defendants). Collectively, Plaintiff and Defendants are referred to as “the Parties” hereafter.

BACKGROUND

WHEREAS, Delores Franco served a Summons and Complaint commencing a civil action upon the Defendants on or about June 29, 2020 entitled “Delores Franco v. Todd Frances Rasset and City of St. Paul” (herein after “the Litigation”) (Attached hereto as Exhibit A) arising out of a motor vehicle accident that occurred on or about October 4, 2018, as alleged in the Complaint and claimed in the Litigation. The case was served upon Defendants, but not been filed with the Ramsey County District Court, Second Judicial District.

WHEREAS, the Parties and their counsel, after discussion, negotiation and agreement, reached a satisfactory resolution of any and all disputes and claims existing between them.

WHEREAS, the Parties desire to settle, fully and finally, any and all differences between them in any way related to the Litigation.

WHEREAS, the Parties now desire to dismiss with prejudice any and all claims by Plaintiff against Defendants.

AGREEMENT

THEREFORE, in consideration of the foregoing, and the terms and conditions contained in this Agreement, Plaintiff further agree as follows:

1. **Release:** Plaintiff, for good and valuable consideration to be paid by the Defendants in an amount set forth in Paragraph 3 herein, the receipt and sufficiency of which is hereby acknowledged: does hereby forever release and fully discharge any and all claims, demands, causes of actions, suits of any kind and nature, known or unknown, that now exist or may hereafter accrue, which were asserted by could have been asserted against Defendants, their employees, agents, representatives, successors, assigns, insurers, for any and all damages (including compensatory damages, interest, attorneys’ fees, costs, punitive damages or any other damages, whether known or unknown, anticipated or unanticipated, expected or unexpected) arising out of the incident that occurred on or about October 4, 2018, as alleged in the Complaint and claimed in the Litigation.
2. **City Council Approval:** Within a reasonable time after receiving a fully executed copy of this Settlement Agreement, the City of St. Paul will seek St. Paul City Council approval of the settlement terms outlined in this Agreement. The Plaintiff agrees and understands that this settlement is pending City Council Approval. If the City Council does not approve of the settlement terms outlined in this Agreement, the Agreement is null and void and Plaintiff is not entitled to settlement proceeds.

3. **Payment:** Within a reasonable time following City Council approval, Defendant will pay to Plaintiff, and Plaintiff will accept the sum of \$30,000 (thirty thousand) in full and final settlement of all claims. Payment will be made as follows:
4. **Subrogation Claims or Liens:** Plaintiff is responsible for satisfying any outstanding subrogation claims or liens, including, but not limited to Medicare and Allstate.
5. **Stipulation of Dismissal:** Within ten business days of receipt of the settlement proceeds, Plaintiff will execute a Stipulation of Dismissal with Prejudice of all claims.
6. **No Admission:** Nothing herein shall be construed as an admission of liability by any of the Defendants for any of the claims asserted against them in the Litigation, as each party continues to deny the same.
7. **No Reliance on Representations:** Except specifically set forth herein, the Plaintiff does not rely and has not relied upon any representation or statement made by another Party or other Party's agents, representatives or attorney's, with regarding to the subject matter, basis or effect of this Agreement.
8. **Binding Effect:** This Agreement shall be binding upon Plaintiff (following approval by City Council), her heirs, administrators, representatives, executors, agents and assigns.
9. **Execution of Necessary Documents:** The Plaintiff agrees to immediately execute all documents necessary to fulfill the intent and requirement of this Agreement.
10. **Applicable Law:** This Agreement shall be interpreted, enforced and governed under the laws of the State of Minnesota.
11. **Entire Agreement:** This Agreement sets forth the entire agreement between the Parties.
12. **Knowing and Voluntary Execution:** The undersigned further states that she has carefully read the foregoing Agreement and knows the contents thereof, and signs the same as her own free act.
13. **Medicare Reimbursement:** Plaintiff understands that Medicare Secondary Payer Act (42 U.S.C. §1395y (b)) ("Act") applies to any personal injury and/or wrongful death settlement involving a Medicare beneficiary and requires that Medicare be reimbursed for any of its conditional payments made on behalf of the Medicare beneficiary. As part of the Act, Plaintiff has an obligation to verify her status as a Medicare beneficiary and resolve conditional payments made on her behalf by Medicare, if any.
14. **Medicare:** Plaintiff is/was Medicare eligible, consequently there is a Medicare reimbursement right or an obligation to report the settlement amount to Medicare. The

parties expressly agree that payment of settlement proceeds is not conditioned upon Plaintiff providing proof that all Medicare reimbursement claims and obligations have been satisfied. Rather, Defendants agree to forward the settlement proceeds to Plaintiff's attorney once the executed Release and Medicare Form have been provided by Plaintiff's counsel. Because Plaintiff is/was Medicare eligible, Plaintiff's attorney shall hold sufficient settlement proceeds in a client trust account or similar account to be used to reimburse Medicare. Once Plaintiff's counsel has received a waiver, final demand or no conditional payment letter from CMS, and Plaintiff's counsel has paid the Medicare recovery claim, if any, Plaintiff's counsel shall provide to Defendants a copy of the waiver, final demand, or no conditional payment letter and proof of payment of said amount. Proof of payment pursuant to terms of this Agreement means a copy of a draft payable to Medicare or its recipient entity with an amount matching that of the final demand. Plaintiff's counsel may redact the bank name, routing number, account number and signature from the check.

15. **Medical Indemnity and Defense:** As part of this settlement, Plaintiff agrees to indemnify, defend, and hold Defendants harmless against and from any and all Medicare or other health-related or medical expense-related claims, actions, judgments or settlements asserted by any entity arising from the personal injuries that are the subject of this settlement and/or Agreement.

READ BEFORE SIGNING!

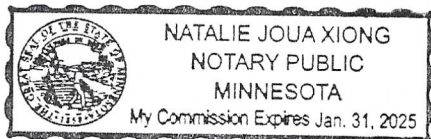


Plaintiff, Delores Franco

Subscribed and sworn to before me
this 24th day of June, 2021



Notary Public



MOUA LAW OFFICE PA



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