

SETTLEMENT AGREEMENT AND RELEASE

Plaintiff James Warren being of lawful age, for the sole consideration of twenty thousand dollars and no cents (\$20,000.00), does hereby and for his heirs, administrators, executors, successors and assigns releases, acquits and forever discharges the City of St. Paul and its employees, agents, departments, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatever which the undersigned now has or which he may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damages and the consequences thereof resulting or to result from the accident which occurred on or about August 30, 2012, in the vicinity of Johnson Parkway and Margaret Street in the City of St. Paul, County of Ramsey, State of Minnesota. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the City of St. Paul and that the City denies liability therefore and intends merely to avoid litigation and buy its peace.

The undersigned hereby declares and represents that the injuries sustained by him are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefore and is made without

reliance upon any statement or representation of the City of St. Paul or its representatives. The undersigned further declares and represents that no promise, inducement or agreement not expressed herein has been made to him and that this release contains the entire agreement between the parties hereto and that the terms of this release are contractual and not a mere recital.

Plaintiff agrees that he will obtain a complete discharge of any and all liens filed or to be filed in the future in regard to injuries he received in the August 30, 2012 accident, including but not limited to liens of Blue Cross/Blue Shield and/or ERISA. Plaintiff further agrees that he will satisfy from the proceeds said settlement all liens that have been made including those referenced above or may be made in the future regarding said accident. In this regard, Plaintiff will provide the City with documentation demonstrating that the existing lien or liens have in fact have been satisfied.

The parties to this Agreement agree that Plaintiff by signing this release does not waive his ongoing rights to uninsured motorist benefits, underinsured motorist benefits and/or PIP/No-Fault benefits relating to the accident which is the subject of this lawsuit.

Dated:

8-29-2016


James Warren, Plaintiff