

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

\_\_\_\_\_  
Trahern Jeen Crews,

Case No. \_\_\_\_\_

Judge \_\_\_\_\_

Plaintiff

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

Dailen Edward Allen Walker  
and City of Saint Paul,

Defendant.  
\_\_\_\_\_

This Settlement Agreement and Release is made by and between Plaintiff Trahern Jeen Crews and Defendants City of St. Paul and Dailen Edward Allen Walker.

WHEREAS, Plaintiff served a civil complaint in this matter alleging that Defendants are liable for injuries and damages alleged to have been sustained by Plaintiff in an automobile accident which occurred on August 1, 2017, at or near Maryland Avenue and Arundel Street in the City of Saint Paul, County of Ramsey, State of Minnesota as alleged in Plaintiff's Complaint;

WHEREAS Plaintiff has asserted a cause of action against Defendants for No-Fault benefits under Minnesota Statute § 65B.44;

WHEREAS Plaintiff has asserted a tort liability cause of action against Defendants for bodily injury arising out of the accident;

WHEREAS, Defendants expressly deny the Plaintiff's allegations and liability for his alleged injuries;

WHEREAS Regions Hospital has asserted a hospital lien, dated August 3, 2017, in the amount of Fifteen Thousand Four Hundred Ninety-one and 56/100ths Dollars (\$15,491.56) and filed the lien on August 10, 2017 in Ramsey County for hospital care furnished to Trahern Crews as a result of the automobile accident; and

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.

NOW, THEREFORE, in consideration of the mutual promises established herein, the parties agree as follows:

1. The City of St. Paul will issue the following payments:
  - a. a check in the amount of Fifteen Thousand Four Hundred Ninety-one and 56/100ths Dollars (15,491.56) payable to Regions Hospital; and
  - b. a check in the amount of Forty-six Thousand Five Hundred Eight and 44/100ths Dollars (\$46,508.44) payable to Trahern J. Crews and his attorney Michael Fay, Fay & Associates, LLC.
  - c. Both payments will be issued within a reasonable time following the City Council's approval of this Agreement.

2. In consideration of the payments made pursuant to paragraph 1 above, Plaintiff releases and forever discharges the City of St. Paul, its principals, agents and representatives, and Dailen Walker from 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 1, 2017. 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.

Plaintiff understands that a portion of said payment represents compensation for claims for disability, wage and/or income loss benefits and medical expense benefits, accrued as of the present date, and that a portion of such payments represents payment for any claims for such benefits, unpaid, or which may arise in the future. It is Plaintiff's specific intent to release the City of St. Paul, its principals, agents and representatives, from any and all claims that Plaintiff has for such benefits past, present and future.

3. In further consideration of the payments made pursuant to paragraph 1 above, Plaintiff releases, acquits and forever discharges Defendants City of Saint Paul and Dailen Walker and their agents, 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, attorneys' fees and compensation whatsoever which Plaintiff 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 damage and the consequences thereof resulting from the automobile accident which occurred on or about August 1, 2017.

4. Plaintiff hereby declares and represents that the injuries sustained 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 Plaintiff relies wholly upon his

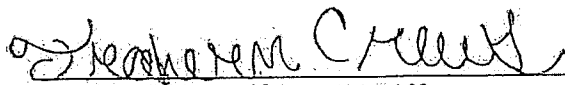
judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives.

5. 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 admission of liability on the part of the parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

6. Plaintiff agrees that he will be responsible for obtaining a complete discharge of any and all existing or potential medical liens filed in regard to injuries he received as a result of the August 1, 2017 accident and further agrees that he will satisfy from the proceeds of this settlement all liens that have been made or may be made in the future. Plaintiff is not aware of any liens, other than the Regions' Hospital lien described above. However, in the event there are any other medical liens, Plaintiff agrees to defend and hold the City of St. Paul and Dailen Walker harmless from the same.

7. Plaintiff 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.

Dated: 2/8/18

  
Trahem Jeen Crews, Plaintiff

Dated: 2/8/18

FAY & ASSOCATES, LLC

  
\_\_\_\_\_

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612-333-6900

*Attorneys for Plaintiff*

LYNDSEY OLSON  
City Attorney

Dated: \_\_\_\_\_

*By* \_\_\_\_\_

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