

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

Andrew J. Bowles,

Court File No. _____

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Andrew Bowles and the Defendant City of Saint Paul.

WHEREAS, Plaintiff served upon the City of Saint Paul a civil complaint in this matter alleging that he was injured on March 8, 2011, as a result of a motor vehicle accident involving a marked Saint Paul Police Department patrol vehicle.

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 these matters; and

WHEREAS, the parties to this Settlement Agreement and Release have successfully conciliated all issues of dispute in the above entitled matters.

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

1. The City of Saint Paul will issue payment to Plaintiff Andrew Bowles and his attorney, James Schneider, in the amount of \$15,000 (Fifteen Thousand Dollars)

within a reasonable time following this agreement. The City of Saint Paul will provide this amount by issuing one check to Plaintiff's attorney, James Schneider, 155 South Lake Street, Forest Lake, Minnesota 55025. This payment is in complete satisfaction for all damages, medical liens, costs and attorney's fees in this matter for the Plaintiff.

2. In consideration of the above payment, Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the City of Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of Saint Paul in their official and individual capacities, of any and all claims for damages, costs and attorney's 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 Saint Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of Saint 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 Saint Paul from any and all claims for damages, costs and attorney's 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. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on him and his personal representatives, heirs, successors, and assigns.

4. Plaintiff understands and acknowledges that the City of Saint Paul does not admit any wrongdoing, improper action or liability for or in relation to Plaintiff's claims.

5. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and the City of Saint Paul. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

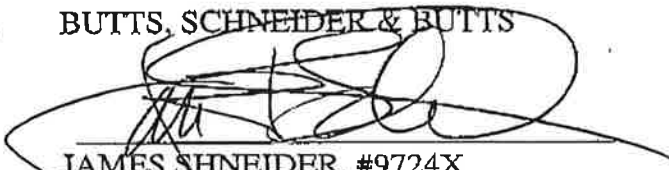
6. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read and explained to him by legal counsel, and that he understands and fully agrees to each and every provision hereof.

Dated: 3/10/14, 2014.


ANDREW BOWLES, Plaintiff

Dated: 3/10/14, 2014.

BUTTS, SCHNEIDER & BUTTS


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Dated: 3-10-, 2014.

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