

## **SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT and RELEASE ("Agreement") is made and entered into by and between Plaintiff City of Saint Paul ("the City") and Defendants Werner Enterprises, Inc. and John Doe (collectively "Werner").

WHEREAS, the City has alleged that an employee of Werner caused damage to public property maintained by the City on May 19, 2015 that subsequently required repairs by the City;

WHEREAS, on or about February 25, 2016, the City filed a civil action against Defendant Werner Enterprises, Inc. and John Doe ("Werner") in the Ramsey County District Court in the State of Minnesota;

WHEREAS, on or about March 15, 2015, Werner removed the State civil action to the United States District Court, District of Minnesota;

WHEREAS, the City and Werner have engaged in settlement discussions, which have fostered a mutually agreed settlement and final resolution to the City's claims;

WHEREAS, the Parties desire to fully, finally, and forever memorialize, settle, compromise, and discharge all disputes and claims that have been brought in this Action or that reasonably arise out of the facts alleged in this Action.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties enter into this Settlement and Release as follows:

1. Werner agrees to pay to the City the sum of Seventy Thousand Dollars (\$70,000.00) in full and final settlement of all claims arising out of or related to the occurrences and transactions alleged in the Complaint.

2. The City agrees to release and forever discharge any claim or action of any kind against Werner and any of its subsidiaries, parents, predecessors, successors, assigns, and any officers, directors, employees, representatives, and agents, arising out of the occurrences and transactions alleged in the Complaint, including without limitation any claim or demand for attorneys' fees, expenses, and costs, regardless of whether based upon tort, contract, or statute. The City further covenants and expressly agrees to refrain forever from instituting any other action or making any other demand or claim of any kind against Werner any of its subsidiaries, parents, predecessors, successors, assigns, and any officers, directors, employees, representatives, and agents, as a result of the occurrences and transactions alleged in the Complaint.

3. After receipt of the payment described in Paragraph 1 of this Agreement, the parties agree to file a Stipulation of Dismissal with Prejudice with the United States District Court for the District of Minnesota, requesting that the Court dismiss with prejudice the claims made against Werner by the City

4. Following execution of this Agreement by the parties, the Agreement shall be submitted for approval by the St. Paul Regional Water Services Board. This Agreement is contingent upon approval by that Board.

5. It is expressly understood and agreed that this Agreement shall not be construed as an admission of liability, fault, or wrongdoing by any of the parties, and that

it is not admissible for any purpose in any subsequent proceedings (except proceedings to enforce the terms of this Agreement).

6. The parties acknowledge and agree that they have fully read and understood this Agreement and that it is final and binding upon them, their officers, directors, employees, representatives, predecessors, successors, assigns, heirs, legal representatives, regardless of the adequacy of the consideration and regardless of the extent of damages claimed by any party.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute a single instrument.

8. This Agreement constitutes the entire agreement of the Parties concerning the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, negotiations, and representations by either Party.

Date: \_\_\_\_\_

**CITY OF SAINT PAUL**

By \_\_\_\_\_

Date: \_\_\_\_\_

**WERNER ENTERPRISES, INC.**

By \_\_\_\_\_