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Not a Partnership or
Professional Corporation

Employees of the Liberty
Mutual Group

*Also Admitted in Wisconsin
†Also Admitted in Nebraska

January 26, 2010

Philip Liniewicz
8226-26th Street North
Lake Elmo, MN 55042

RE: Philip Liniewicz v. Scott Langer
Our File: 617736743015
Court File: 62-CV-09-11731

Dear Mr. Liniewicz:

This letter will confirm the settlement in the above-referenced matter which has been settled for the amount of \$2,575. We have enclosed the Release and Settlement of Claims along with the Stipulation of Dismissal with Prejudice and Order. I ask that you please review these documents, sign and notarize these documents and return them to us. Once I have received the signed and notarized Release and Settlement of Claims and Stipulation of Dismissal with Prejudice and Order, I will issue you your check.

You can have the following documents notarized either at a bank or at my office from 8:30 a.m. to 4:30 p.m. Thank you for your cooperation and, if you have any questions, please feel free to contact the undersigned.

Very truly yours,

LAW OFFICES OF STILP, ROBINSON & GROVE

Emily Uhl
Emily B. Uhl

EBU/mrn

Enclosures

*Signed
& Notarized
Copies
Mailed
2/6/10*

RELEASE AND SETTLEMENT OF ALL CLAIMS

Philip Liniewicz v. Scott Langer

Our File No.: 617736743015

Ramsey County District Court File No. 62-CV-09-11731

FOR THE SOLE CONSIDERATION of a total of \$2,575.00, Philip Liniewicz, on behalf of himself, and any derivative claimants, heirs, executors, administrators, personal representatives, successors, and assigns and any derivative claimants (hereinafter collectively the Undersigned), does hereby fully and forever release, acquit, and discharge Scott Langer, his insurer Liberty Mutual Group, their related companies and their successors in interest, and their respective heirs, executors, administrators, personal representatives, officers, directors, subsidiaries, employees, agents, predecessors, successors and assigns, and all other persons, firms, and corporations (hereinafter collectively the Released Parties) from any and all actions, claims, costs, losses, attorney's fees, damages, expenses, compensation, causes of action, liens and demands of any kind, in law or equity, that the Undersigned now has, or hereafter may have, past, present and future, on account of, or in any way arising out of all known or unknown injuries to person or property, losses and/or damages of whatever nature, including, but not limited to consequential damages, in any way arising out of the retaining wall and fence located between 255 Colborne Street and 263 Colborne Street, in the City of St. Paul, County of Ramsey, State of Minnesota. This release includes all claims alleged or which could have been alleged in the matter of Philip Liniewicz v. Scott Langer, Ramsey County Court File Number 62-CV-09-11731 (hereinafter said incident).

As and for the consideration aforesaid, the Undersigned hereby further stipulates and agrees that it shall hold harmless, defend, and indemnify the Released Parties from and against all actions, claims, liens, attorney's liens, subrogation claims, indemnification claims, demands and settlements whatsoever which now or at any time hereafter may be made or instituted against any or all of the

Released Parties, including but not limited to any cross claims and third party claims arising out of the above incident.

It is further understood and agreed that this Release and Settlement is a compromise of a doubtful and disputed claim and that this payment and consideration given is not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

The Undersigned warrants and represents to the Released Parties that the Undersigned neither made nor suffered to be made any assignment or transfer of any right, claim, demand or cause of action released herein and that the Undersigned has full power and authority to execute this Release.

The Undersigned hereby authorized its attorney to sign any documents necessary to effectuate the purpose of this Release, including but not limited to a dismissal with prejudice and without costs to any party of the above referenced lawsuit.

This Release is contractual and not a mere recital.

As part of the consideration for this Release, the Undersigned hereby declares that it has read and fully understands the terms of this full Release, that it has had an opportunity to consult with an attorney of its own choosing regarding this Release, that the amount stated herein is the sole consideration of this Release, regardless of the adequacy of the above consideration, and that it voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims arising out of said incident. The Undersigned further states it signs this Release of its own free will and intends to be legally bound thereby.

Dated: _____

Law Offices of Stilp, Robinson & Grove

Emily B. Uhl, #0389103
Attorneys for Defendant
701 Xenia Avenue South
Suite 220
Golden Valley, MN 55416
(763) 546-8444

ORDER

The above-entitled action, having been fully and finally compromised and settled, pursuant to the foregoing Stipulation.

IT IS HEREBY ORDERED that the above-entitled action be, and hereby is dismissed on the merits with prejudice and without costs to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Dated: _____

Judge of District Court

State of Minnesota
Ramsey County

District Court
Second Judicial District

Court File Number: **62-CV-09-11731**

Case Type: Conciliation Appeal

Notice of Entry of Judgment

PHILIP LINIEWICZ
8226 26TH ST N
LAKE ELMO MN 55042

In Re: Philip Liniewicz vs Scott Langer


Pursuant to: Order of Judge Van De North signed & filed 02/17/10.

You are notified that judgment was entered on February 19, 2010.

Dated: February 19, 2010

cc :Emily Brooke Uhl

Lynae K. E. Olson
Court Administrator

By: 
Deputy Court Administrator
Ramsey County District Court
15 West Kellogg Boulevard Room 600
St Paul MN 55102



62-CV-09-11731



NOENJUDG

SECOND JUDICIAL DISTRICT
COUNTY OF RAMSEY
JAMES H. MONTGOMERY

COUNTY OF RAMSEY
JAMES H. MONTGOMERY

IN SENATE

January 10, 1900

REPORT

OF THE

COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899

AND

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899

AND

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 10, 1899

FILED
Court Administrator

FEB 17 2010

DISTRICT COURT

6
STATE OF MINNESOTA

COUNTY OF RAMSEY

By jf Deputy

SECOND JUDICIAL DISTRICT

Case Type: CONCILIATION APPEAL

Philip Liniewicz,

Court File No. 62-CV-09-11731

Judge John B. VanDeNorth, Jr.

Plaintiff,

vs.

**STIPULATION OF DISMISSAL
WITH PREJUDICE AND ORDER**

Scott Langer,

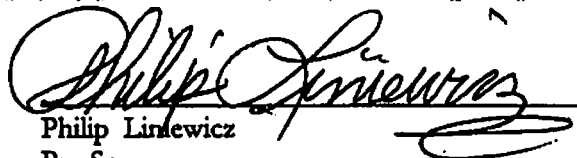
Defendant.

The above-entitled action having been fully compromised and settled,

IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto, through Defendant's counsel, that said action may be and hereby is dismissed on the merits with prejudice and without costs and disbursements to any party, and that any party hereto may forthwith and without notice to any other party, apply to the Court pursuant to this Stipulation for an Order directing that judgment of dismissal with prejudice be entered accordingly.

IT IS FURTHER STIPULATED AND AGREED, that the Clerk of said Court, upon the filing of this Stipulation, is hereby authorized and directed to dismiss said action of record.

Dated: February 5, 2010



Philip Liniewicz
Pro Se
8226-26th Street North
Lake Elmo, MN 55042

Dated: February 8, 2010

Law Offices of Stilp, Robinson & Grove

Emily Uhl
Emily B. Uhl, #0389103
Attorneys for Defendant
701 Xenia Avenue South
Suite 220
Golden Valley, MN 55416
(763) 546-8444

ORDER

The above-entitled action, having been fully and finally compromised and settled, pursuant to the foregoing Stipulation.

IT IS HEREBY ORDERED that the above-entitled action be, and hereby is dismissed on the merits with prejudice and without costs to any party.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

Dated: 2-17-10 John P. ...
Judge of District Court

(5)

JUDGMENT

The foregoing shall constitute the judgment of the Court.

Entered: 2/19/10

Court Administrator
By Anna Uhl
Deputy Clerk

M E M O

DATE: November 9, 2009
TO: Emily Uhl, Atty.
FROM: Philip Liniewicz
RE: Scott Langer – Distr.Court File #62-CV-09-11731

Mr. Langer's property consists of all of lot #34 and S 5FT OF #35 which is, Lot #35, the property belonging to 259 Colborne, our property. This 5 ft was transferred to 263 Colborne St. on January 8, 1974 for construction, according to the Abstract of Title. I assume that the owner's of Mr. Langer's property installed a retaining wall using that additional 5 ft. The retaining wall in question is collapsing and causing our fence to become damaged. If we remove our fence, Mr Langer's retaining wall will continue to collapse onto our property. As of this date, the only thing holding the fence up are the pine trees on our lot. The collapsing retaining wall is protruding on our property and breaking the basket weave sections of the fence. The posts are not broken but the retaining wall is pushing the fence over but the trees are holding it from completely falling down.

We have had NO problem with our fence until Mr. Langer brought large heavy containers on his property in I believe 2008 and has subsequently had various containers over the last two years causing more damage each time. The retaining wall and fencing had been satisfactory since 1974 (over 30 years) until Mr. Langer chose to place those large containers on his driveway which is only about 10-11 feet wide

State of Minnesota
RAMSEY COUNTY

Conciliation Court
SECOND JUDICIAL DISTRICT
CASE No. 62co092698

Plaintiff #1

NAME AND ADDRESS
Philip Liniewicz
826 26th St North
Lake Elmo MN 55042

Plaintiff #2

NAME AND ADDRESS

Vs.

Vs.

Defendant #1

NAME AND ADDRESS
Scott Langer
263 Colborne St
St Paul MN 55102

Defendant #2

NAME AND ADDRESS

Appearances: Plaintiff Defendant Neither Party Contested Default

Upon evidence received, IT IS HEREBY ORDERED:

Plaintiff is entitled to judgment against Defendant for the sum of \$2,500.00, plus fees of \$75.00, for a total of \$2,575.00.

ORDER FOR JUDGMENT ON CLAIM AND COUNTER CLAIM

judgment shall be entered in favor of _____ (without damages).

plaintiff's claim is dismissed with prejudice.

_____ shall immediately return _____ to the _____, and that the Sheriff of the county in which the property is located is authorized and directed to effect repossession of such property according to M.S. § 491A.01 subd.5, and turn it over to _____.

Other / Memo _____

Dated: October 12, 2009 Referee: Faricy

JUDGMENT

JUDGMENT is hereby declared and entered as stated in the Court's Order for Judgment set forth above, and the judgment shall become finally effective on the date specified in the notice of judgment set forth below.

Dated: October 13, 2009 Court Administrator/Deputy: skw

THE PARTIES ARE HEREBY notified that Judgment has been entered as indicated above, but the Judgment is stayed by law until:

November 5, 2009 (to allow time for an appeal/removal if desired).
DATE

NOTICE OF JUDGMENT

THE PARTIES ARE FURTHER NOTIFIED that if the cause is removed to district court and the removing party does not prevail as provided in Rule 524 of the Minnesota General Rules of Practice for the District Courts, the opposing party will be awarded \$50 as costs.

Dated: _____ Court Administrator/Deputy: _____

TRANSCRIPT OF JUDGMENT

I certify that the above is a correct transcript of the Judgment entered by this Court.

Dated: _____ Court Administrator/Deputy: _____

Distribution: Original for file Copy for Plaintiff Copy for Defendant

THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

PHYSICAL CHEMISTRY

PHYSICAL CHEMISTRY

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4. If you wish to have the cost of collection added to your judgment after an unsuccessful attempt to collect, you will need to file a notarized affidavit stating the costs and requesting those costs to be added to your judgment. Please attach a copy of your receipt from the sheriff to your affidavit.
5. If the debtor pays the judgment in full, it is your obligation to provide the debtor with a Satisfaction of Judgment (MSA 548.15). This form can be obtained from this office or at any legal stationery store. It is then the responsibility of either party to file the Satisfaction of Judgment with the court to clear the record and pay the \$5.00 filing fee. After this has been done, the judgment will then be satisfied against all parties.

If the judgment is for property damage sustained in an auto accident with an uninsured driver, you may wish to ask the Commissioner of Public Safety to suspend the driving privilege of the driver. Conciliation court staff can help you do this 30 days after your judgment becomes final. (M.S. 171.82)

HOW DO I APPEAL THE JUDGMENT?

- Any party who was not present at the trial, and who has good reason for not having been present, may apply to the Court not later than the date indicated on the "Notice of Judgment" to get the judgment vacated and to reopen the case for another trial. If the Court grants another trial, the judge may require payment of costs to the other party, absolute or conditional, not to exceed \$50.00.
- Any party who appeared and is dissatisfied with the judgment of conciliation court may appeal to District Court for a completely new trial. The completed Demand for Removal, an Affidavit of Good Faith, and an Affidavit of Service and the correct filing fee must be filed in the office of the Clerk of Conciliation Court by the close of business on the final date as stated on the judgment notice. Forms are available from conciliation court. The fees are \$250 for a trial by Court (Judge) or \$325 for a trial by a Jury of six (6) persons.

WHAT HAPPENS UPON AN APPEAL?

- If the matter is appealed to the district court, a completely new court trial will take place before a judge/or judge and jury. Attorneys may represent all parties. You should not rely on anything that was said or that happened at the conciliation court trial. Again, you should be prepared to present your case, have your witnesses ready to testify, and have all your other evidence available.
- If the removing party wins in District Court, they may be reimbursed costs and disbursements from the opposing party as though the action had been started in District Court. If the removing party does not win, the court shall award the opposing party an additional \$50.00 as costs plus any disbursements.
- The removing party wins in District Court if:
 - 1) The removing party is awarded at least \$500.00 or 50% of the amount or value of property that the removing party asked to be awarded in District Court, whichever is less, when the removing party lost in Conciliation Court.
 - 2) The opposing party does not recover any amount or property from the removing party in District Court when the opposing party recovered some amount of some property in Conciliation Court.
 - 3) The removing party is awarded an amount or value of property in District Court that goes over the amount or value of property that the removing party was awarded in Conciliation Court by at least \$500.00 or 50%, whichever is less.
 - 4) The amount or value of property that the opposing party was awarded from the removing party in District Court is reduced from the amount of value of property that the opposing party was awarded in Conciliation Court by at least \$500.00 or 50%, whichever is less.

In addition, when a Conciliation Court case has been appealed/removed to the District Court, you must comply with the District Court Rules of Civil Procedure. **THIS OFFICE IS NOT ALLOWED TO GIVE LEGAL ADVICE OR GIVE LEGAL OPINIONS ON LEGAL ISSUES. IF YOU DO NOT UNDERSTAND THE APPELLATE PROCESS OR HAVE QUESTIONS ABOUT THIS INFORMATION, PLEASE CONSULT WITH AN ATTORNEY. CORPORATIONS APPEARING IN DISTRICT COURT;**

The Minnesota Supreme Court has determined that a licensed attorney must represent a corporation when appearing in district court regardless of the fact that the action originated in conciliation court. (Nicollet Restoration, Inc v. Turnham, 486 N.W.2d 753 (Minn. 1992))

The fees are \$320 for a trial by Court (Judge) or \$420 for a trial by a Jury of six (6) persons; \$40 fee for an Affidavit of Identification; \$55 fee for Writs.

The information contained in this insert is not intended as legal advice but as a general guide to you to explain the legal process. If you do not understand any of these procedures, consult an attorney. This office can not give legal advice.

HOW DO YOU PAY A JUDGMENT?

- Payment may be made directly to the party that wins the case (prevailing party) or payment may be made through the Conciliation Court. If payment is made through the court make the check payable to Court Administrator. Payments are deposited and we will then issue a check to the appropriate party 30 days later.
- If the prevailing party is paid directly, obtain a statement of payment from the party (Satisfaction of Judgment) and file this with the Court. The Satisfaction of Judgment form is available at the Conciliation Court office.
- If the Court is not properly notified of payment, you will have an unsatisfied judgment on your record and your credit rating may be affected.

HOW DO YOU COLLECT A JUDGMENT?

Although a case was decided in your favor, it is not always easy to collect a judgment. You cannot collect assets that a person or business does not have. The collection process will be worthwhile only if you can locate collectable assets. Judgments are enforceable for 10 years.

Conciliation court is not a collection agency and cannot assist you in locating assets. You can, however, try to collect the judgment yourself if it has not been paid by the date indicated on the judgment notice, and if an appeal has not been filed. Here are a few tips on how you can locate the debtor and/or their assets.

- The county libraries have directories that may list the debtor's home address and place of employment. This information is important to your collection process.
- You may be able to locate the debtor's bank by looking at any cancelled checks that you might have written to the debtor.
- You can find out whether the debtor has a motor vehicle registered under his/her name by contacting the Minnesota Motor Vehicles Records Division 651-296-6911. This may give you the name of the lender that the debtor is doing business with.

When your judgment is final and the debtor has not paid you or the court, you may begin the collection process by following these steps:

1. Go to the courthouse or request by mail, an Affidavit of Identification, for the purpose of transcribing your judgment to District Court. Upon completion of the Affidavit, submit it to the Conciliation Court with the filing fee [REDACTED]. The check should be made payable to the "Court Administrator". Your judgment will then be transcribed to district court. This creates a lien against real estate owned by the debtor in this county.
2. Order a Writ of Execution [REDACTED] if you know where the debtor banks or where the debtor works. If you do not know either of these you are not ready for an Execution. The Execution must be issued to the county where the bank or employer is located. The court administrator's office will mail the Execution to you and you are to take it to the Sheriff of that county for service. The sheriff will charge a fee. These fees are added on to your judgment amount.
3. If you do not know where the debtor works or banks, you may file a Request for Order for Disclosure. There is a filing fee of \$5.00 per name. You must wait 30 days after completing step 1. This office will then issue an Order for Disclosure and mail it to the debtor along with a Financial Disclosure Form. The debtor is allowed sixteen (16) days to complete this form and forward it to you. It is your responsibility to supply the court with a current address for the debtor.

If a completed Financial Disclosure Form is received from the debtor, you can then decide what options are available for collection.

If no answer is received, you can complete an Affidavit in Support of an Order to Show Cause, and schedule a court hearing before a judge. When the hearing is scheduled, this office will then issue papers entitled Order to Show Cause. It is your responsibility to have the debtor served with the order. This order is to be served by the sheriff or any party who has no financial interest in the judgment. It must be served on the debtor personally. It cannot be left at his/her residence with anyone else.

The Order to Show Cause requires the debtor as well as the creditor to appear at the court hearing. At the hearing, the debtor will be instructed to complete the Financial Disclosure Form or give the judge a valid reason for not doing so. If the debtor fails to appear at this hearing, the judge may issue an order for Writ of Attachment. This is a warrant for the arrest of the individual for civil contempt of court. If you choose to have this Writ issued, there is a [REDACTED] fee required. The sheriff will also charge a fee for service of the Writ of Attachment. When the Writ of Attachment is issued, you will be required to furnish a physical description of the debtor.

RELEASE AND SETTLEMENT OF ALL CLAIMS

Philip Liniewicz v. Scott Langer

Our File No.: 617736743015

Ramsey County District Court File No. 62-CV-09-11731

FOR THE SOLE CONSIDERATION of a total of \$2,575.00, Philip Liniewicz, on behalf of himself, and any derivative claimants, heirs, executors, administrators, personal representatives, successors, and assigns and any derivative claimants (hereinafter collectively the Undersigned), does hereby fully and forever release, acquit, and discharge Scott Langer, his insurer Liberty Mutual Group, their related companies and their successors in interest, and their respective heirs, executors, administrators, personal representatives, officers, directors, subsidiaries, employees, agents, predecessors, successors and assigns, and all other persons, firms, and corporations (hereinafter collectively the Released Parties) from any and all actions, claims, costs, losses, attorney's fees, damages, expenses, compensation, causes of action, liens and demands of any kind, in law or equity, that the Undersigned now has, or hereafter may have, past, present and future, on account of, or in any way arising out of all known or unknown injuries to person or property, losses and/or damages of whatever nature, including, but not limited to consequential damages, in any way arising out of the retaining wall and fence located between 255 Colborne Street and 263 Colborne Street, in the City of St. Paul, County of Ramsey, State of Minnesota. This release includes all claims alleged or which could have been alleged in the matter of Philip Liniewicz v. Scott Langer, Ramsey County Court File Number 62-CV-09-11731 (hereinafter said incident).

As and for the consideration aforesaid, the Undersigned hereby further stipulates and agrees that it shall hold harmless, defend, and indemnify the Released Parties from and against all actions, claims, liens, attorney's liens, subrogation claims, indemnification claims, demands and settlements whatsoever which now or at any time hereafter may be made or instituted against any or all of the

Released Parties, including but not limited to any cross claims and third party claims arising out of the above incident.

It is further understood and agreed that this Release and Settlement is a compromise of a doubtful and disputed claim and that this payment and consideration given is not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

The Undersigned warrants and represents to the Released Parties that the Undersigned neither made nor suffered to be made any assignment or transfer of any right, claim, demand or cause of action released herein and that the Undersigned has full power and authority to execute this Release.

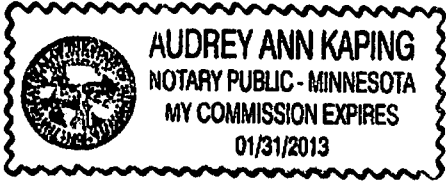
The Undersigned hereby authorized its attorney to sign any documents necessary to effectuate the purpose of this Release, including but not limited to a dismissal with prejudice and without costs to any party of the above referenced lawsuit.

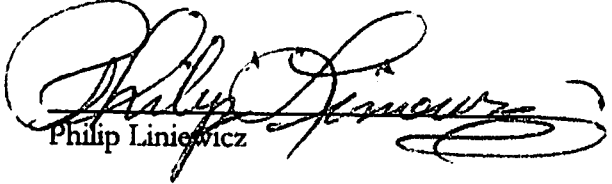
This Release is contractual and not a mere recital.

As part of the consideration for this Release, the Undersigned hereby declares that it has read and fully understands the terms of this full Release, that it has had an opportunity to consult with an attorney of its own choosing regarding this Release, that the amount stated herein is the sole consideration of this Release, regardless of the adequacy of the above consideration, and that it voluntarily accepts said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims arising out of said incident. The Undersigned further states it signs this Release of its own free will and intends to be legally bound thereby.

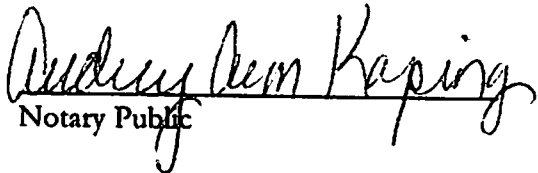
**YOU ARE MAKING A FINAL TOTAL SETTLEMENT.
THIS IS A RELEASE: READ BEFORE SIGNING.**

Witness my hand and seal this 5 day of Feb., 2010.




Philip Liniewicz

Subscribed and sworn to before
me this 5 day of Feb, 2010.


Notary Public

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: CONCILIATION APPEAL

Philip Liniewicz,

Court File No. 62-CV-09-11731

Judge John B. VanDeNorth, Jr.

Plaintiff,

vs.

**STIPULATION OF DISMISSAL
WITH PREJUDICE AND ORDER**

Scott Langer,

Defendant.

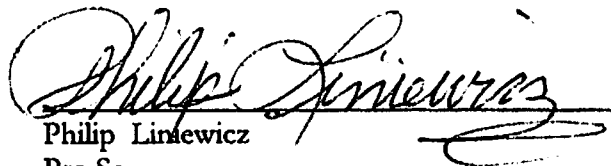
The above-entitled action having been fully compromised and settled,

IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto, through Defendant's counsel, that said action may be and hereby is dismissed on the merits with prejudice and without costs and disbursements to any party, and that any party hereto may forthwith and without notice to any other party, apply to the Court pursuant to this Stipulation for an Order directing that judgment of dismissal with prejudice be entered accordingly.

IT IS FURTHER STIPULATED AND AGREED, that the Clerk of said Court, upon the filing of this Stipulation, is hereby authorized and directed to dismiss said action of record.

Dated:

February 5, 2010



Philip Liniewicz

Pro Se

8226-26th Street North

Lake Elmo, MN 55042