

Craig Johnson, Sr.

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
& RELEASE**

City of Saint Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Craig Johnson, Sr. and Defendant City of Saint Paul (the City).

WHEREAS, Plaintiff filed two claims in this matter seeking from the City \$25,000 for Underinsured Motorist Insurance (UIM) benefits and \$20,000 for No Fault Benefits for replacement loss services arising out of an accident on April 26, 2011, whereby Plaintiff was injured when he was struck by a motor vehicle while working for the City;

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 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. Within a reasonable time subsequent to receiving a fully-executed copy of this Settlement Agreement and Release, and upon official approval of the Saint Paul City Council, the City will deliver to Plaintiff's attorney a check in the amount of forty-five thousand dollars (\$45,000.00) in complete satisfaction for all claims, costs and attorneys fees. This includes any and all fees associated with Plaintiff attorney's filing with the American Arbitration Association – whose fees

will be the full and complete responsibility of Plaintiff or his attorney. This check will be made payable to Craig Johnson, Sr. and Bennerotte & Associates, PA. and mailed to John D. Scott, Bennerotte & Associates, PA, 3340 Sherman Court, Suite 100, Eagan, MN 55121.

2. In consideration of the above payment, Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the City, and all of their past and present agents, officers and employees, predecessors, and successors in interest of the City in their official and individual capacities, of any and all claims for damages, costs and attorneys 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, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City 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 from any and all claims for damages, costs and attorneys 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 does not admit any wrongdoing, improper action or liability for or in relation to Plaintiff's claims.

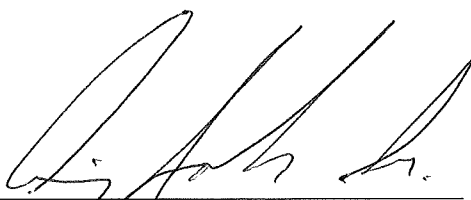
5. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and the City. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

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.

7. The parties agree that this Settlement Agreement and Release do not affect any benefits that Plaintiff may legally be entitled to continue to receive under the City's workers compensation program, health insurance program or any other benefit related program. This Agreement only resolves those benefits under Underinsured Motorist and No-Fault.

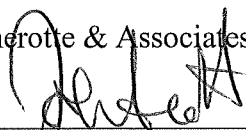
8. The parties also agree that this Settlement Agreement and Release does not prohibit the City from any restitution or recoveries that it may be entitled to through the court of law against other third parties.

Dated: 4/3/12



Craig Johnson, Sr., Plaintiff

Dated: 4-4-12

By: 

Bennerotte & Associates, PA
John Scott 0270635
Attorneys for Plaintiff
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