

Sheila T. Lambie

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
& RELEASE**

City of Saint Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Sheila T. Lambie and Defendant City of Saint Paul (the City).

WHEREAS, Plaintiff filed a claim in this matter seeking from the City \$25,000 for Underinsured Motorist Insurance (UIM) benefits arising out of an accident on May 19th, 2010 whereby Plaintiff was injured when she 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 twenty-five thousand dollars (\$25,000.00) in complete satisfaction for all claims, costs and attorneys fees. This check will be made payable

to Sheila T. Lambie and the Law Offices of James F. Dunn, PA and mailed to James F. Dunn, 860 Blue Gentian Road, 180 Grand Oak Office Center 1, 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 receipt of the payment stated in 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 her and her 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

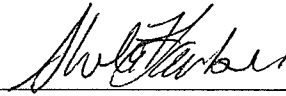
agreements and understandings between Plaintiff and the City. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

6. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read and explained to her by legal counsel, and that she 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 coverage.

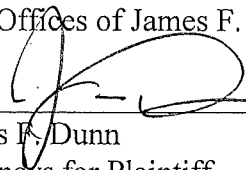
8. The parties also agree that, with exception of its waiver of its UIM subrogation, this Settlement Agreement and Release does not prohibit the City from any restitution or recoveries that it may be entitled to through the court of law against other third parties.

Dated: 1/10/13



Sheila T. Lambie, Plaintiff

Dated: 1/14/13

By: 

Law Offices of James F. Dunn, PA
James F. Dunn
Attorneys for Plaintiff
860 Blue Gentian Road
180 Grand Oak Office Center 1
Eagan, MN 55121