STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF RAMSEY | SECOND JUDICIAL DISTRICT
Case Type: Personal Injury

Terence Curry,

Plaintiff,

vs.

David Jotblad and the City of Saint Paul,

Defendants.

Court File No. 62-CV-14-7802
(Judge Awsumb)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between Terence Curry ("Plaintiff"), and the City of St. Paul ("City").

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that he sustained personal injuries during an automobile accident occurring on February 11, 2013, involving a vehicle driven by a City employee.

WHEREAS, the City expressly deny the plaintiff's allegations and liability for his alleged damages;

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 this matter; and

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

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

1. The City of St. Paul will issue payment to the plaintiff Terence Curry, and his attorney Thomas Laughlin, in the amount of $13,850.00 (thirteen thousand eight hundred and fifty dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to Thomas J. Laughlin, Laughlin Law Office, 600 Inwood Ave. N., Suite 235, Oakdale, MN 55128. This payment contingent on the City Council's approval and is in complete satisfaction for all damages, liens, costs and attorneys' fees in this matter for Plaintiff.

2. 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 above named defendants, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of St. 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.

3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above satisfies in full and includes any claim for medical bills, attorneys' fees, costs, lost wages and liens, which were brought or could have been brought against the above named defendants, in relation to the set of facts presented in the above-entitled action.

4. Plaintiff further agrees that he will be responsible for obtaining a complete discharge of any and all liens filed or to be filed in regard to the events described in Plaintiff's Complaint, and further agrees that he will satisfy from the proceeds of this settlement, all attorney liens, medical liens or other type of claims or liens that have been made or may be made in the future regarding said accident.

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

6. In making this Settlement Agreement and Release, it is understood and agreed that Plaintiff, hereby relies wholly upon his own judgment, belief and knowledge as to the nature, extent, effect and duration of his damages and the liability therefor, and that he makes this Settlement Agreement and Release without reliance upon any statement or representation of the parties hereby released or their representatives.

7. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on him and his personal representatives, heirs, successors and assigns.

8. Plaintiff understands and acknowledges that the above named defendants do not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.

9. Plaintiff, by execution hereof, acknowledges that he has read this Settlement Agreement and Release and reviewed it with his legal counsel, and that he understands and fully agrees to each and every provision hereof.

Dated:
August ___, 2015

_____
Terence Curry, Plaintiff

Subscribed and sworn to before me
On_____ .

Notary Public

Dated:
August ___, 2015

/s/ Thomas J. Laughlin
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Dated:
August ___, 2015

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