

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Tou Lee Moua,

Civil File No.: 62-CV-15-5643

Judge John H. Guthmann

Plaintiff,

v.

**SETTLEMENT AGREEMENT
AND RELEASE**

Daniel C. Michener, and
The City of St. Paul

Defendants.

This Settlement Agreement and Release is made by and between the plaintiff Tou Lee Moua and the defendants Daniel C. Michener and the City of St. Paul.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that he was injured as a result of a motor vehicle accident with a St. Paul squad car on May 17, 2014, and that the accident was caused by the negligence of Officer Michener;

WHEREAS, the defendants 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 Tou Lee Moua and his attorneys at Cody Law Group in the amount of \$22,500 (twenty two thousand five hundred dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to the Cody Law Group, 359 Commerce Court, Vadnais Heights, MN 55127. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiff. However, this settlement does not include the property damage and storage claim owned by Nhia Kou Moua and/or Tou Lee Moua.

2. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the defendants and all of their past and present agents, officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys' fees which the 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. The plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiff now has or may have against the defendants, and all of their 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. This means that the plaintiff releases all employees of the City of St. Paul 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. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for medical bills, attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.

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

5. The plaintiff understands and acknowledges that the defendants do not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

6. The parties agree that this Settlement Agreement and Release and the Memorandum of Agreement executed at the time of the mediation constitute all of the agreements and understandings between the plaintiff and the defendants. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

7. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by his legal counsel, and that he understands and fully agrees to each and every provision hereof.

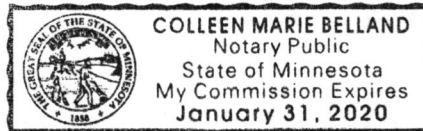
Dated: 05-02-16



Tou Lee Moua, Plaintiff

Subscribed and sworn to before me

On 5-2-16



Notary Public Colleen Belland

Dated:



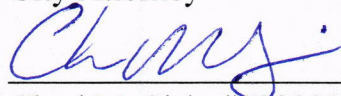
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