

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Delmer V. Fladwood and
Roxanne Fladwood,

Court File No. 62-CV-14-7654

Plaintiffs,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between the plaintiffs
Delmer and Roxanne Fladwood and the defendant City of St. Paul.

WHEREAS, the plaintiffs filed a civil complaint in this matter alleging that the
defendant is liable for the injuries sustained by Mr. Fladwood on January 4, 2013, when
the City's forestry crew took down a large Elm tree near the intersection of Randolph and
Victoria in St. Paul and a log from the tree struck him;

WHEREAS, the defendant expressly denies the plaintiffs' allegations and liability
for their 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 plaintiffs Delmer and Roxanne Fladwood and their attorney, PritzkerOlsen, P.A. for \$250,000 (two hundred and fifty thousand dollars) within a reasonable time following the City Council's approval of this agreement and an additional \$250,000 (two hundred and fifty thousand dollars) by January 31, 2017. These two payments totaling \$500,000 are in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiffs.

2. In consideration of the above payment, the plaintiffs, by execution of this Settlement Agreement and Release, hereby fully and completely release the City of St. Paul, and all of its 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 plaintiffs have 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 plaintiffs agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiffs now have or may have against the City of St. Paul, and all of its 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 plaintiffs release all employees of the City of St. Paul from any and all claims for damages, medical liens, costs and attorney's fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

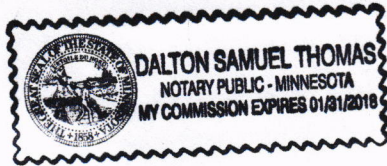
3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for medical bills, attorney's fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.

4. The plaintiffs agree that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

5. The plaintiffs understand and acknowledge that the defendant does not admit any wrongdoing, improper action or liability for any of the plaintiffs' alleged damages.


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

7. The plaintiffs, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by their legal counsel, and that they understand and fully agree to each provision hereof.

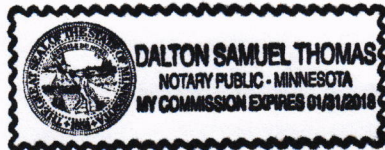


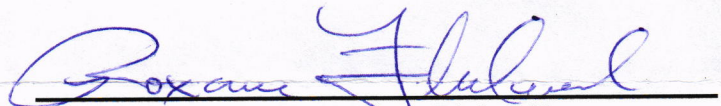
Dated: 09/27/2016

Subscribed and sworn to before me
On September 27, 2016


DELMER V. FLADWOOD, Plaintiff

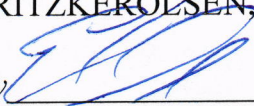

Notary Public




ROXANNE FLADWOOD, Plaintiff

Dated: 09/27/2016

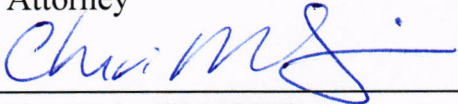
PRITZKEROLSEN, P.A.

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