

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Christie E. Jones,

Case No. 14-cv-2980 (DWF/FLN)

Plaintiff,

**SETTLEMENT AGREEMENT  
AND RELEASE**

vs.

City of Saint Paul,

Defendant.

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This Settlement Agreement and Release is made by and between Plaintiff Christie Jones and the City of Saint Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging, *inter alia*, that on October 9, 2013, Saint Paul Police Officers violated Plaintiff's constitutional rights and Plaintiff claims that the City is liable for her injuries and damages;

WHEREAS, the City expressly denies Plaintiff's allegations and that it is liable for Plaintiff's 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 and disputes 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 Plaintiff, Christie E. Jones, and Plaintiff's counsel at The Law Office of Zorislav R. Leyderman, for the total sum of twenty-three thousand five hundred dollars (\$23,500) within a reasonable time following the City Council's approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment of valid liens and subrogation claims and will indemnify the City of Saint Paul from any such obligation.

2. In consideration of the above payment Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the City of Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of Saint Paul 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 of Saint Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of Saint 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 Plaintiff releases all employees of the City of Saint 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 attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above entitled action.

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

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 by her legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
CHRISTIE E. JONES  
Plaintiff

Subscribed and sworn to before  
me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

Dated: \_\_\_\_\_, 2017

THE LAW OFFICE OF  
ZORISLAV R. LEYDERMAN

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ZORISLAV R. LEYDERMAN, #0391286  
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*Attorney for Plaintiff*

Dated: \_\_\_\_\_, 2017

SAMUEL J. CLARK  
City Attorney

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*Attorneys for Defendant*