

**MEDIATED SETTLEMENT TERM SHEET
CONTINGENT UPON APPROVAL BY THE ST. PAUL CITY COUNCIL**

This Mediated Settlement Term Sheet is entered into by and between Hope Hoffman (Plaintiff) and the City of St. Paul (the City).

The parties desire to resolve their disputes between each other and wish to document, through this Term Sheet, the contingent mediated settlement that they reached on June 8, 2021. The parties specifically acknowledge that a more formal settlement agreement will be executed between them.

The terms agreed to at mediation, which was completed on May 12 and June 8, 2021, are as follows:

1. Mutual release of all claims;
2. After the approval of the terms of this Term Sheet by the St. Paul City Council, the parties will execute a formal settlement in connection with this matter;
3. Upon execution of a formal release and settlement agreement and expiration of the applicable rescission period(s), Plaintiff will receive the total sum of \$76,000, paid in separate checks as follows:
 - a. \$22,765, less applicable withholdings, paid to Plaintiff as and for claimed wage loss damages (with W2 issued);
 - b. \$22,765 paid to Plaintiff as and for claimed emotional distress damages (with a 1099 (Misc. Box 3) issued to Plaintiff); and
 - c. \$30,470 paid to Plaintiff's counsel, Culberth & Lienemann, LLP (with 1099s issued in accordance with applicable tax law).
4. The City will pay all mediator's fees incurred in this matter.
5. The formal release document will contain the standard release terms, including but not limited to a full and complete release of all claims, a 15-day rescission, nonadmission of liability by the City and representations that Plaintiff is able to execute the agreement and receive the compensation (i.e., no bankruptcy filing after the incidents giving rise to these allegations began to occur). Plaintiff understands that by signing this document she is fully releasing any and all claims she has against the City or any its employees, principals or agents.
6. Plaintiff will indemnify the City from any and all actions against it by any taxing authorities as a result of the tax characterization and treatment described herein and as will be outlined in the formal settlement agreement.
7. Plaintiff represents she is not entitled to and has not received any Medicare benefits in connection with this matter and further agrees she will indemnify the City from any and all liens against it by Medicare and from any other claimed medical/health care expenses and related liens.
8. Plaintiff acknowledges that this settlement resolves her claimed right to attorneys' fees and costs in connection with this matter.
9. Plaintiff agrees she will not reapply to the City at any time in the future.
10. In the event the parties have a dispute about the contents of the formal settlement agreement, the parties will bring that dispute back to the mediator for final resolution. That resolution will be made by the mediator either based on the discussions we have had during the mediation or the spirit of the discussions we have had during the mediation. The additional mediation fees will be paid by the party the mediator determines to be the least reasonable in resolving any language disputes.

11. Upon receipt of the payments set forth herein, Plaintiff shall dismiss with prejudice his/her lawsuit, Hoffman v. City of St. Paul, as well as any other charge of discrimination or other legal complaint Plaintiff has filed with any federal, state, or other governmental body or agency against the City, and hereby agrees and covenants not to commence any kind of legal proceeding asserting any released claim or claims against the City or any other entity or person released pursuant to the formal settlement agreement.

AGREED TO PENDING APPROVAL BY THE ST. PAUL CITY COUNCIL

Dated: 6/8/21


Hope Hoffman

CITY OF ST. PAUL

By _____

Its _____