

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Medical Malpractice

Ahmed Ali

Court File No. 62-CV-23-1845

Judge Stephen L. Smith

Plaintiff,

v.

Jeremy Coy; David Alfred; Ulicer
Sanchez; Vang Touhu; City of
St. Paul

Defendants.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter, the “Agreement”) is made and entered into by Plaintiff Ahmed Ali (“Plaintiff”) and Defendants City of St. Paul (“the City”), Jeremy Coy, Ulicer Sanchez and Touhu Vang (“Defendants”) collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, Plaintiff filed a Summons and Complaint commencing a civil action in Ramsey County District Court entitled “Ahmed Ali v. Jeremy Coy; David Alfred; Ulicer Sanchez; Vang Touhu; City of St. Paul,” Case No. 62-CV-23-1845 (hereinafter, “the Litigation”);

WHEREAS, Plaintiff’s Complaint alleged causes of action for medical malpractice, race and national origin discrimination, and respondeat superior/vicarious liability arising out of Emergency Medical Services (“EMS”) provided by Defendants to Plaintiff which occurred on or about November 2, 2022, at Plaintiff’s apartment located at 777 Berry Street, Apartment 430A, St. Paul, Minnesota, 55114;

WHEREAS, the Defendants served Answers to Plaintiff's Complaint and denied that Defendants jointly and separately engaged in any wrongdoing or that they may be liable on any grounds;

WHEREAS, the Parties and their counsel, after discussion and agreement, have reached a satisfactory resolution of any and all disputes and claims existing between them, whose material terms are set forth herein;

WHEREAS, the Parties desire to settle, fully and finally, any and all differences between them in any way related to the Litigation;

WHEREAS, the Parties understand that this settlement is subject to and pending the approval of the Saint Paul City Council;

WHEREAS, Plaintiff has represented and warranted that he is the full, complete and sole owner of the claims being released herein and that he has not sold, transferred, assigned, pledged, hypothecated or otherwise encumbered any of such claims or any part thereof; and

WHEREAS, the Parties now desire to dismiss with prejudice any and all claims by or against any and all of the Parties.

AGREEMENT

THEREFORE, in consideration of the foregoing, and the mutual covenants and conditions contained in this Agreement, the Parties further agree as follows:

Release: Plaintiff Ahmed Ali, being of lawful age, for the sole consideration of Two Hundred Ninety-Five Thousand and 00/100 dollars (\$295,000 US), does hereby release and forever discharge Jeremy Coy, Ulicer Sanchez, Vang Touhu and the City of St. Paul, their employees, agents, representatives, principals, administrators, assigns, insurers and all other persons, firms, corporations, associations or partnerships, of and from any

and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorneys' fees and compensation whatsoever which Plaintiff now has or which he may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries and property damage and the consequences thereof resulting from any interactions between Plaintiff and Defendants which occurred on or about November 2, 2022, at Plaintiff's apartment located at 777 Berry Street, Apartment 430A, St. Paul, Minnesota, 55114.

Plaintiff hereby declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that Plaintiff relies wholly upon his judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the parties hereby released or their representatives. Plaintiff acknowledges that Plaintiff is not being guaranteed any particular tax treatment of the payment and Plaintiff acknowledges that he has not received any tax advice from Defendants or their attorneys.

Plaintiff also waives the right to money damages or other legal or equitable relief awarded by any governmental agency related to any such claim. Nothing contained herein, however, shall be construed to prohibit Plaintiff from filing an administrative charge with the Equal Employment Opportunity Commission (EEOC), or other governmental agency, or from participating in an investigation by a government agency. The waiver contained herein includes release of his right to file a court action or to seek individual remedies or damages in any agency-filed action, and his waiver and release of these rights shall apply

with full force and effect to any proceeding arising from or relating to such an administrative charge, and he agrees this Agreement completely satisfies his claims in connection with the charge, and he is not entitled to any other individual monetary relief of any kind.

Settlement of Disputed Claims: It is understood and agreed that this settlement is the compromise of a disputed claim and that the payment made is not to be construed as admission of liability on the part of the Parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

Indemnity and Defense: Plaintiff understands that Medicare Secondary Payer Act (42 U.S.C. §1395y (b)) (“Act”) applies to any personal injury and/or wrongful death settlement involving a Medicare beneficiary and requires that Medicare be reimbursed for any of its conditional payments made on behalf of the Medicare beneficiary. As part of the Act, Plaintiff has an obligation to verify his status as a Medicare beneficiary and resolve conditional payments made on his behalf by Medicare, if any.

Plaintiff is/was Medicare eligible, consequently there is a Medicare reimbursement right or an obligation to report the settlement amount to Medicare. The parties expressly agree that payment of settlement proceeds is not conditioned upon Plaintiff providing proof that all Medicare reimbursement claims and obligations have been satisfied. Rather, Defendant City of St. Paul agrees to forward the settlement proceeds to Plaintiff’s attorney once the executed Release and Medicare Form have been provided by Plaintiff’s counsel.

Plaintiff agrees to indemnify, defend, and hold the Defendants harmless against and from any and all Medicare or other health-related or medical expense-related claims,

actions, judgments or settlements, subrogation claims, or liens, asserted by any entity arising from the personal injuries that are the subject of this settlement Release. Plaintiff agrees that he will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries he suffered as a result of the November 2, 2022 incident and further agrees that he will satisfy from the proceeds of this settlement all liens that have been made or may be made in the future and will hold in trust funds sufficient to satisfy all liens until proof of satisfaction is received.

Payment: Within a reasonable time after the full execution of this Settlement Agreement and Mutual Release, and approval by the Saint Paul City Council, Defendant City will pay to Plaintiff, and Plaintiff will accept, the sum of Two Hundred Ninety-Five Thousand and 00/100 Dollars (\$295,000 US), in full settlement of all claims. Plaintiff's counsel will provide all necessary information and documentation, including Tax ID number, for the City to effect this payment.

Costs and Disbursements: Each party is responsible for their own costs and disbursements incurred in relation to the Litigation.

Binding Nature: This Release shall be binding upon Plaintiff his heirs, administrators, representatives, executors, agents and assigns.

Governed by the Laws of Minnesota: This Release shall be interpreted, enforced and governed under the laws of the State of Minnesota.

Stipulation of Dismissal: Within five business days of Defendant City's tender of payment to Plaintiff as provided for in this agreement, the Parties hereto shall direct their respective counsel to execute and file a Stipulation of Dismissal with Prejudice regarding

the Parties' claims in the Litigation, which shall provide that each party shall bear its own costs, disbursements and attorney's fees.

Modification: The Settlement and this Release Agreement may be amended and modified only by a written agreement signed by all Parties hereto specifically acknowledging and approving of the modification.

No Reliance on Representations: Except as specifically set forth herein, the Parties do not rely and have not relied upon any representation or statement made by another Party or other Party's agents, representatives or attorneys, with regard to the subject matter, basis or effect of this Agreement.

Binding Effect: This Agreement shall be binding upon the Parties, their employees, agents, heirs, administrators, representatives, executors, successors, and assigns, and shall inure to benefit of the Parties and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.

Construction: The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. As used in this Agreement, the singular or plural shall be deemed to include the other whenever the context so indicated or requires.

Execution of Necessary Documents: The Parties agree to immediately execute all documents necessary to fulfill the intent and requirements of this Agreement.

Severability: If any provision of this Agreement is for any reason declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.

Entire Agreement: This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, oral, written or otherwise, or between the Parties pertaining to the subject matter hereof.

Counterparts: The Parties agree that this Agreement may be executed in counterparts, which shall together constitute one and the same instrument.

Knowing and Voluntary Execution: The undersigned further state that they have carefully read the foregoing Agreement and know the contents thereof, and sign the same as their own free act.

Legal Consultation: The parties attest that they consulted with counsel before reaching this Agreement and they were not forced or coerced into the Agreement.

CAUTION – READ THIS AGREEMENT CAREFULLY

Plaintiff further states that he has carefully read the foregoing Release, and that the terms of this Release are contractual and not a mere recital. Through his signature, Plaintiff represents that he knows and understands the terms and effects of this Release, has fully discussed the terms and effect of this document with his attorneys, and has signed the Release as his free and considered act.

Pursuant to Minn. Stat. § 358.116 I declare under penalty of perjury that everything I have stated in this document is true and correct.

Dated _____

Plaintiff Ahmed Ali

AS TO FORM

MADIA LAW LLC

Dated _____

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