

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Markeeta Johnson-Blakney and
Jill Mollner,

Civil File No. 23-cv-609-DWF-DLM

Plaintiffs,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul; Officer John Corcoran,
Officer Melissa Joly, Officer Marshall Titus
and Officer John Doe, all in their individual
and official capacities,

Defendants.

Plaintiff Markeeta Johnson-Blakney, being of lawful age, for the sole consideration of \$380,000 (\$350,000 representing a claim for damages and \$30,000 representing costs and attorneys fees to date), does hereby and for her heirs, executors, administrators, successors and assigns, releases, acquit and forever discharge John Corcoran, Melissa Joly, Marshall Titus, and John Doe, the St. Paul Police Department, the City of St. Paul, and their respective agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any all claims, actions, causes of action, demands, rights, damages, costs, loss of services, attorney's fees, expenses and compensation whatsoever which the undersigned now has or which she may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily, mental, psychological and/or personal injuries and property damages and the consequences thereof resulting or to result from the incident

which occurred on March 15, 2017, as referenced in Plaintiffs' Complaint. This agreement is subject only to approval by the St. Paul City Council and approval by the Mayor, or if vetoed, a successful override. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released and that said releasees deny liability therefore.

The undersigned hereby declares and represents that the injuries sustained by her 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 the undersigned relies wholly upon the undersigned's 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.

The undersigned further declares and represents that no promise, inducement or agreement not expressed herein has been made to her and that this Release contains the entire agreement between the parties hereto and that the terms of this Release are contractual and not a mere recital.

The undersigned agrees that she will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries she received as a result of the incident and further agrees that she will satisfy from the proceeds of said settlement all liens that have been made or may be made in the future regarding said incident.

The undersigned agrees to the dismissal of her Complaint by stipulation to dismiss John Corcoran, Officer Melissa Joly, Officer Marshall Titus, and Officer John Doe and the City of Saint Paul with prejudice.

Plaintiff agrees to provide Defendant's counsel with any required documentation including W-9 forms and Medicare/Medicaid disclosure forms, if any, required to issue payment.

The undersigned has read the foregoing Release, has been provided with the opportunity to discuss it and receive advice regarding it from her counsel, and understands it.

Dated: 12 / 18 / 2023



Plaintiff