

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) is entered into by and between Lisa Veith (“Veith” or “Plaintiff”) and the City of St. Paul. (“Defendant” or the “City of St. Paul”) (together, the “Parties”).

RECITALS

- A. **WHEREAS**, Plaintiff has alleged various claims against the City of St. Paul, arising from the period of her employment with the City of St. Paul (the “Claims”).
- B. **WHEREAS**, Plaintiff commenced a lawsuit against Defendant captioned *Lisa Lynn Veith v. City of Saint Paul*, 62-CV-5468 , that is currently pending in Ramsey County (the “Lawsuit”)
- C. **WHEREAS**, the City of St. Paul denies the allegations made by Plaintiff and further denies all liability for the Claims alleged in the Lawsuit
- D. **WHEREAS**, the Parties desire to compromise and settle completely all disputes between them upon the terms and in the manner herein provided to avoid the uncertainty, expense and burden of this matter.
- E. **WHEREAS**, each Party’s willingness to settle is conditioned upon the mutual willingness to enter into and execute this Agreement, fully resolving any and all pending and potential claims one may have against the other.
- F. **NOW, THEREFORE**, In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

TERMS

1. **Definition.** Throughout this Agreement, the term “City of St. Paul” shall encompass the following:
 - (a) The City of St. Paul and any division, department, affiliated or related entity, predecessors, successors and assigns of any of the foregoing; and
 - (b) Any current or former officer, director, manager, supervisor, agent, employee, insurer, reinsurer or employee benefit or welfare program or plan (including administrators, trustees, fiduciaries, and insurers/re-insurers of such program or plan) of an entity referenced in or encompassed by Subparagraph 1(a).
2. **Settlement Payment.** In exchange for a dismissal of the Lawsuit, all claims, a release, and other terms of this settlement, the City of St. Paul shall pay Plaintiff the sum of one hundred sixty five thousand dollars (\$165,000.00) (the “Settlement Payment”).

The City of St. Paul shall pay the Settlement Payment in three checks as follows:

- a) One check in the amount of \$6,043.65, less applicable withholdings, made out to Lisa Veith and reported on a form W2;
- b) One check in the amount of \$92,956.35, made out to Lisa Veith and reported on a form 1099, Box 3, for alleged non-wage related emotional distress damages; and
- b) One check in the amount of \$66,000.00, made out to Fabian May & Anderson, PLLP, for attorney's fees.

This Settlement Payment reflects consideration provided to Plaintiff by the City of St. Paul over and above anything of value to which Plaintiff is already entitled.

3. **Timing for Payment/City Council Approval.** This Agreement is subject to the approval of the St Paul City Council and shall not be effective unless and until the City Council approves this Agreement. If the City Council approves this Agreement, the City of St. Paul shall provide the consideration identified in Paragraph 2 following such approval, and within 15 business days after the expiration of the rescission period as outlined in Paragraph 19, if, and only if, all of the following are true: (1) Plaintiff and her counsel provide the City of St. Paul with an executed version of this Agreement; (2) Plaintiff does not rescind this Agreement pursuant to Paragraph 18; and (3) Plaintiff and her counsel provide the appropriate tax forms that will enable City of St. Paul to issue the above-referenced checks.

4. **Tax Indemnification.** Plaintiff is and shall be responsible for federal, state, and local taxes that may be owed by virtue of the receipt of the Settlement Payment provided under this Agreement, other than the amount of withholdings the City of Saint Paul will make consistent with Plaintiff's W-4 for the payment outlined in Paragraph 1(a). Plaintiff agrees to indemnify and forever hold the City of St. Paul harmless against loss from any and all claims, demands, and actions in law or in equity, by any federal, state, or local taxing authority with respect to the allocations and payments made to Plaintiff as set forth in this Agreement, including, but not limited to, claims, demands, or actions by any federal, state or local taxing authority involving the payment or withholding of federal taxes, state taxes, local taxes, or Social Security payments, including interest or penalties.

5. **Medicare.** Plaintiff warrants that she is not a beneficiary of Medicare, Medicaid, or similar government programs, and hereby agrees to defend, indemnify, and hold harmless the City of St. Paul and the City of St. Paul's insurers from any and all claims, demands, or causes of action made by any person, firm, corporation, or agency in connection with any medical or other lien.

6. **Dismissal with Prejudice.** Upon execution of this Agreement, Plaintiff agrees to promptly draft and file a Stipulation of Dismissal, dismissing her claims in this Lawsuit with prejudice. There shall be no award of any costs, disbursements, or attorney's fees awarded to either party as part of the dismissal.

7. **Mediation.** The City of St. Paul agrees to pay for all the mediation fees associated with the mediation conducted by Mary Pawlenty beginning on September 10, 2024 and concluding on November 1, 2024.

8. **Release.** In exchange for the consideration set forth in this Settlement Agreement, the validity of which is hereby acknowledged, and upon the full payment by the City of St. Paul to Plaintiff:

(a) Plaintiff and her successors, heirs, and agents, do hereby release and forever discharge the City of St. Paul from all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, or any causes of action of any nature, known or unknown, now or in the future, which she may have in any way relating to Plaintiff's employment, or any issues that were raised or could have been raised in the Lawsuit.

(b) The Claims released by Plaintiff under this Agreement specifically include, but are not limited to, the following:

- (i) Any and all claims relating to Plaintiff's hiring, terms and conditions of employment, termination, compensation, and benefits of any kind that Plaintiff did receive or could have received in connection with her work for the City of St. Paul;
- (ii) Any and all claims relating to any conduct or statements by the City of St. Paul;
- (iii) And all claims relating to any alleged physical injuries or physical conduct;
- (iv) Any and all claims for violation of any federal, state or local Constitutions, laws, statutes, ordinances, policies, rules or regulations;
- (v) Any and all claims for violation of any of the following statutes:

The Minnesota Human Rights Act, Minn. Stat. Chap. 363A; Any provision of Minn. Stat. Chapter 181: Employment, including the Minnesota Whistleblower Act; The Minnesota Government Data Practices Act, Minn. Stat. Chap. 13; The Veterans Preference Act, Minn. Stat. §197.46; Any act that provides workers' compensation benefits, including Workers Compensation Act, Minn. Stat. Chap. 176; Retaliation claims under Minn. Stat. §176.82; The Public Employment Labor Relations Act, Minn. Stat. §§179A.01 - .30; The Occupational Safety and Health Act, 29 U.S.C. §651, et seq.; The Minnesota Occupational Safety and Health Act, Minn. Stat. §182.65, et seq.; The Civil Rights Act, 42 U.S.C. §§1981 – 1988; The Fair Labor and Standards Act, 29 U.S.C. §201, et seq. The Fair Labor and Standards Act, Minn. Stat. §§177.21 – 177.35; The Age Discrimination in Employment Act, 29 U.S.C. §621, et seq., including, without limitation, the Older Workers Benefit Protection Act, 29 U.S.C. §623; The Americans with Disabilities Act, 42 U.S.C. §12101, et seq.; The Rehabilitation Act of 1973,

29 U.S.C. §701, et seq.; The Family and Medical Leave Act, 29 U.S.C. §2601, et seq.; The Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; Title VII of Civil Rights Act, 42 U.S.C. § 2000e, et seq.; The National Labor Relations Act, 29 U.S.C. §151, et seq. The Equal Pay Act, 29 U.S.C., §206(d); The Immigration and Reform Control Act, 8 U.S.C. §§1324a – 1324b; The Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq.; any other federal statute that provides protections of any kind to employees; any amendments to any of the laws referenced in this subparagraph;

- (vi) Any and all claims under any other federal, state, city or local human rights, civil rights, wage-hour, wage-payment, pension, employee benefits, veteran's preference rights, labor, or other statutes, laws, rules, regulations, guidelines, constitutions, ordinances, public policy, and any and all common law or non-statutory claims, whether based in law or equity, and whether based upon tort or contract law.

Plaintiff understands and agrees that she is releasing the City of St. Paul from any and all claims by which she is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Plaintiff or on her behalf. This Agreement shall not operate to waive or bar any claim or right that by express or unequivocal terms of law may not under any circumstances be waived or barred. Plaintiff further represents that she is not a party to a pending personal bankruptcy and has not assigned to any person or entity anything Plaintiff is releasing under this Agreement.

9. **No Admission of Liability.** This Agreement is a compromise of disputed potential or existing claims. Neither the willingness to enter into this Agreement, nor any terms hereof, shall be regarded or construed to be an admission of liability or an admission of merit regarding any actual or potential claims or allegations made by or against either Party.

10. **Full and Final Agreement.** This Settlement is intended to be final and binding. The Parties warrant and represent that no promises, inducements, representations or warranties, oral or written, which are not expressly set forth in this Settlement, have been, or will be claimed to have been relied upon in entering into this Agreement.

11. **Amendment to this Settlement Agreement.** This Settlement Agreement may not be modified or amended except in a writing signed by all Parties.

12. **Governing Law and Severability.** This Settlement Agreement and the rights and duties of the Parties under it will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of law rules or principles. If any provision of this Settlement Agreement is held to be unenforceable, such provision will be considered separate, distinct, and severable from the other remaining provisions, and will not affect the validity or enforceability of such other remaining provisions, and that, in all other respects, this Settlement Agreement will remain in full force and effect. If any provision of this Settlement Agreement is held to be unenforceable as written but may be made to be enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

13. **Jurisdiction.** Any action regarding this Agreement or otherwise brought against the City of St. Paul by Plaintiff, her agents, assigns, Plaintiff's administrators, or executors, or by her attorneys, shall be brought in a court of competent jurisdiction in Minnesota. By signing this Agreement, Plaintiff expressly consents to personal jurisdiction in Minnesota.

14. **No Presumption.** This Settlement Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Settlement Agreement.

15. **Successors and Assigns.** This Agreement will be binding upon the Parties' successors, assigns, heirs, executors, administrators, and other legal representatives.

16. **Complete Agreement.** This Agreement sets forth the complete agreement between the Parties relating to the subjects herein. The Parties acknowledge and agree that, in executing this Agreement, they do not rely and have not relied upon any representations or statements not set forth herein made by any other Party with regard to the subject matter, basis, or effect of this Agreement or otherwise.

17. **Knowledge, Understanding, and Consideration Period.** The Parties acknowledges that neither they nor their agents have engaged in any conduct in violation of this Agreement and will not do so in the future. Plaintiff further acknowledges that she:

- (a) Has been, and is hereby, advised to consult with an attorney prior to executing this Agreement and has done so;
- (b) Received a copy of this Agreement and has been given 21 calendar days to decide whether to sign this Agreement and Release. Should Plaintiff decide to sign this Agreement before that deadline, Plaintiff acknowledges that she does so voluntarily and with advice of counsel;
- (c) Has availed herself of all opportunities Plaintiff deems necessary to make a voluntary, knowing, and fully informed decision; and
- (d) Is fully aware of her rights, and has carefully read and fully understands all provisions of this Agreement before signing.

18. **Rescission Period.** Plaintiff shall have a period of fifteen (15) calendar days to rescind the Agreement after signing the Agreement. Any rescission shall be in writing and addressed/delivered to:

Ellen Brinkman
Gordon Rees Scully Mansukhani
80 S. Eighth Street, Suite 3850
Minneapolis, MN 55402

Any rescission must be hand delivered to this address, or sent by certified mail, return receipt requested by no later than fifteen (15) calendar days after Plaintiff signed this Agreement, for the rescission to be effective. This Agreement shall not become effective, therefore, and none of the

payments set forth in this Agreement shall become due, until Plaintiff has executed the Agreement and the fifteen-day revocation period has expired without revocation being exercised.

19. **Counterparts.** This Settlement Agreement may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. **Electronic Signatures.** Signatures sent by PDF via e-mail or via DocuSign may be used in place of original signatures on this Agreement. The Parties intend to be bound by the signatures on each PDF or DocuSign document, are aware that the other Parties will rely on the PDF or DocuSign signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement on the form of signature.


IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by a duly authorized representative and delivered as of the date executed.

Dated: 11/04/24



Lisa Veith

Dated: 11/25/2024



THE CITY OF ST. PAUL
By: Jaime Rae Tincher
Its: Deputy Mayor







Veith_City of St. Paul - Settlement Agreement FINAL(92893649.4)

Final Audit Report

2024-11-04

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