

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Harold Shirley,

Case No. 10-CV-2124 (DWF/FLN)

Plaintiff,

**SETTLEMENT AGREEMENT  
AND RELEASE**

vs.

City of St. Paul,

Defendant.

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This Settlement Agreement and Release is made by and between Plaintiff Harold Shirley and Defendant City of St. Paul.

WHEREAS, Shirley filed a civil complaint in this matter alleging that on January 21, 2010, St. Paul Officer Michael McGinn violated his civil rights to be free from unreasonable seizures and the use of excessive and unreasonable force, in violation of the Fourth Amendment, while Shirley was outside of St. Joseph's Hospital in St. Paul. Shirley claims that the City of St. Paul is liable for his injuries and damages;

WHEREAS, the City of St. Paul expressly denied Shirley's allegations and liability for Shirley'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 Agreement and Release have successfully conciliated all issues of dispute 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 deliver to Plaintiff Harold Shirley and Plaintiff's counsel Andrew T. Jackola, two drafts: one draft in the amount of \$6,100 made payable to Harold Shirley and the other draft in the amount of \$3,900 made payable to Andrew T. Jackola, together totaling \$10,000.00, which will be mailed to Andrew T. Jackola, PLC, 600 Inwood Ave. North, Suite 260, Oakdale, MN 55128. These drafts are in complete satisfaction for all damages, medical liens, costs and attorneys fees.

2. In consideration of the above payment Shirley, by execution of this Settlement Agreement and Release, hereby fully and completely releases the City of St. Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of St. Paul in their official and individual capacities, of any and all claims for damages, costs and attorneys fees which Shirley 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. Shirley agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Shirley now has or may have against the City of St. Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of St. 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 Shirley releases all employees of the City of St. 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 medical bills, attorneys' fees and

costs which could have been brought in relation to the set of facts presented in the above entitled action.

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

5. Shirley understands and acknowledges that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Shirley's alleged damages.

6. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Shirley and the City of St. Paul. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

7. Shirley, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by his by legal counsel, and that he understands and fully agrees to each and every provision hereof.

Dated: 10/20/11

*Harold Shirley*  
Harold Shirley, Plaintiff

Subscribed and sworn to before me  
On Oct, 2011.

355-58-9385  
Tax ID Number

s/  
Notary Public



My Commission Expires:  
3/30/13

*Christine Ehrhart*

Dated: October 20, 2011

ANDREW T. JACKOLA, PLC

s/ 

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10/20/11

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