

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Alix Kendall,

Case No. 14-cv-0247 (DSD/SER)

Plaintiff,

vs.

City of St. Paul, et al.

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendants.

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

WHEREAS, Plaintiff filed a civil complaint in this matter alleging that on April 20, 2010, April 8, 2011, and September 28, 2011, employees of Defendant City of St. Paul viewed Plaintiff's driver's license information in violation of the Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. § 2721, et seq. Plaintiff claims that Defendant is liable for her injuries and damages;

WHEREAS, Defendant expressly denied Plaintiff's allegations and liability for Plaintiff'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 Settlement 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 issue payment to Plaintiff Alix Kendall and her counsel at the Sapientia Law Group in the amount of thirty-three thousand dollars and no cents (\$33,000.00). This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment of valid liens and subrogation claims if any.

2. Defendant further agrees to provide an affidavit to Plaintiff's counsel verifying that Officer Mark Nelson completed MyBCA/DVS online training by February 28, 2018.

3. In consideration of the above payment Plaintiff, 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 Plaintiff 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. Plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Plaintiff 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 Plaintiff 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.

4. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above entitled action.

5. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on her and her personal representatives, heirs, successors and assigns.

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

7. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been reviewed by her legal counsel and that she understands and fully agrees to each and every provision in this document.

Dated: 12-14-17

Alix Kendall
Alix Kendall, Plaintiff

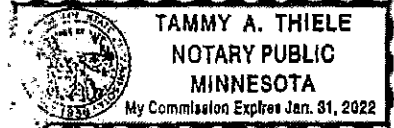


Tax ID Number

Subscribed and sworn to before me
On:

[Signature]
Notary Public

My Commission Expires 1/31/22



Dated:

SAPIENTIA LAW GROUP PLLC

[Signature]

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