

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Amy Krekelberg,

Case No. 13-CV-3562 (DWF/TNL)

Plaintiff,

vs.

**RELEASE FROM LIABILITY
AGREEMENT**

City of Anoka, et al.,

Defendants.

This Release from Liability Agreement is made by and between Plaintiff Amy Krekelberg ("Plaintiff") and Defendant City of Saint Paul.

WHEREAS, Plaintiff filed an Amended Complaint in this matter alleging that on February 18, 2010, September 27, 2010 and April 15, 2011, employees of Defendant City of Saint Paul, viewed Plaintiff's personal 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 City of Saint Paul is liable for her injuries and damages.

WHEREAS, Defendant City of Saint Paul 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 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. Defendant City of Saint Paul will deliver to Plaintiff Amy Krekelberg and Plaintiff's counsel at the Sapientia Law Group, a check totaling the amount of \$29,500.00 which represents a total obligation amount, including costs, attorney's fees and disbursements. The check will be mailed to the Sapientia Law Group, 120 South Sixth Street, Suite 100, Minneapolis, MN 55402. This check is in complete satisfaction for all damages, costs and attorney's fees.

2. Defendant City of Saint Paul further agrees to provide affidavit(s) to Plaintiff's counsel verifying that Officers Yang and Koncar have completed BCA/DVS online training concerning DVS database usage within the last 3 months, or alternatively, to provide such an Affidavit verifying that such training is completed within 3 months of this Agreement, after such has been completed.

3. In consideration of the above payment and non-monetary term, Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases Defendant City of Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of Defendant City of Saint Paul in their official and individual capacities, of any and all claims for damages, costs and attorney's 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 Defendant City of Saint Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of Defendant City of Saint 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 Defendant City of Saint Paul from any and all claims for damages, costs and attorney's fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

Defendant City of Saint Paul also agrees to mutually release any and all claims against Plaintiff as it relates to claims in this Action.

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

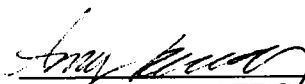
5. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on her and her personal representatives, heirs, successors and assigns.

6. Plaintiff understands and acknowledges that Defendant City of Saint Paul do not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.

7. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and Defendant City of Saint Paul.

There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

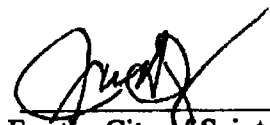
8. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her by legal counsel, and that she understands and fully agrees to each and every provision hereof.


AMY KREKELBERG
Tax ID Number: 474-04-9839

Subscribed and sworn to before me
on February 14, 2017.

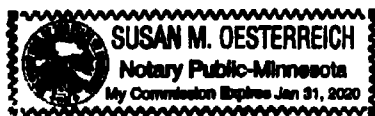

Notary Public




For the City of Saint Paul,
Its: Attorney

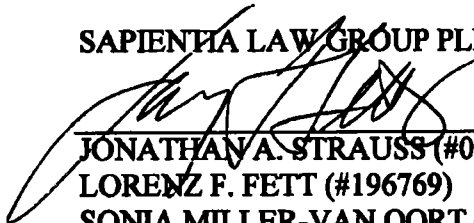
Subscribed and sworn to before me
on February 13, 2017.


Notary Public



Dated: 2/14, 2017

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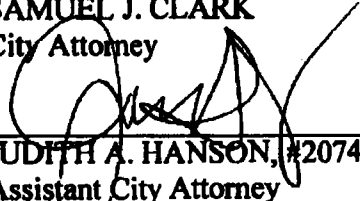
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Dated: 2-13, 2017

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