

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Catrina Hooper

Plaintiff,

Civil File No. 17-3442 (PJS/DTS)

vs.

City of St. Paul,

Defendant.

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL
CLAIMS AGAINST THE
CITY OF SAINT PAUL**

I. INTRODUCTION

This Settlement Agreement and Release (“Agreement”) is made by and between Katrina Hooper (“the Plaintiff”), and the City of St. Paul (“the City”). This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuits entitled: *Catrina Hooper v City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No.: Civil 17-3442 (the Federal Lawsuit) and *Catrina Hooper v. City of Saint Paul*, venued in Ramsey County District Court, Case No.: 62-CV-19-7980 (the State Lawsuit).

WHEREAS, Plaintiff commenced two lawsuits against the City alleging violations of the American with Disabilities Act (ADA), Section 504 of the Federal Rehabilitation Act (RA), and the Minnesota Human Rights Act (MHRA), violation of the settlement Agreement between Douglas Bahl and City of St. Paul signed by the City on April 23, 2013 (“the Bahl Agreement”) and a claim of negligence for violating Minn. Stat. § 611.32. Plaintiff alleged in her Lawsuits that she was not provided auxiliary aids necessary to ensure effective communication when she scheduled a meeting to file a domestic violence report in September and October, 2014. Among other things, Plaintiff alleged the City failed to allow her to file a domestic violence report using a certified interpreter. She alleges this failure to provide her a certified interpreter caused her harm for which she seeks damages, attorneys’ fees and injunctive relief.

WHEREAS, the City expressly denied Plaintiff’s allegations and denies 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 Federal and State Lawsuits.

NOW THEREFORE, in consideration of the mutual promises set forth herein the parties agree as follows:

II. DEFINITIONS

- A. **“The Plaintiff”** means Catrina Hooper.
- B. **“The City”** means the City of St Paul.
- C. **“The Parties”** – means Plaintiff Catrina Hooper and Defendant City of St. Paul.
- D. **“Auxiliary aids and services”** includes interpreters, as defined in this agreement, on-site or through video remote interpreting (VRI) services; note takers; real-time computer-aided transcription services, written materials; exchange of written notes; telephone handset amplifiers, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunication devices; videotext displays, accessible electronic and information technology; or other effective methods of making aurally-delivered materials available to individuals who are deaf or hard of hearing, as well as other devices and/or technologies that may be developed or introduced for the purpose of ensuring effective communication with and for deaf people, such as video relay services, video communication devices, and text or internet communication devices (such as pagers and text message devices).
- E. **“Interpreter”** – a person, who is able to interpret competently, accurately, and impartially, both receptively and expressively, using such specialized terminology necessary for effective communication to a deaf or hard-of-hearing person and includes, but is not limited to the definition of “certified interpreter” in Section II.F of this agreement.

The definition of “interpreter” includes certified deaf interpreters (CDIs). A CDI is a deaf or hard-of-hearing individual certified by the Registry of Interpreters for the Deaf (RID) who works with a hearing interpreter to facilitate communication with an individual whose communication method is so unique as to exceed the comprehension of a hearing interpreter. Individuals who may require a CDI include those with limited language acquisition, those who use a foreign sign language, and/or those who rely on “home” signs to communicate.

The definition of “interpreter” further includes interpreters qualified to interpret accurately and effectively for individuals who are deafblind.

F. “Certified interpreter” In addition, to be a “certified interpreter,” a person must have one of the following minimum certification qualifications (or their equivalents), which are current and up to date:

1. A valid Certificate of Interpretation (CI) **and** Certificate of Transliteration (CT) from the Registry of Interpreters for the Deaf (RID); or
2. A Comprehensive Skills Certificate (CSC) from RID; or
3. A valid Level 4 or 5 Certificate from the National Association for the Deaf (NAD); or
4. Advanced or Master level NAD-RID National Interpreter Certification (NIC) from the National Council on Interpreting.

The Parties agree that future certifications that are the equivalent of these NAD or RID certifications will be considered valid minimum certification, so long as those certifications are kept current.

G. “SPPD” means the Saint Paul Police Department.

H. “SPPD Staff” – includes all employees of the St. Paul Police Department who may encounter – whether in person or through telephone calls – a member of the public who is deaf or hard of hearing, as well as SPPD staff who supervise those who may encounter such individuals.

I. “IS Providers” – agencies or companies offering services of qualified sign language interpreters. All IS Providers with which the SPPD has a service contract must agree to provide only qualified sign language

interpreters, as defined in this Settlement Agreement, to the SPPD, and must agree to provide certified interpreters when requested for scheduled events.

- J. **“Effective Communication”** – communication that is as effective as that provided for others who are not deaf or hard of hearing.
- K. **“The Lawsuits”** - means the Federal Lawsuit and the State Lawsuit identified in Section I of this Settlement Agreement.
- L. **“Effective Date of this Settlement Agreement”** – the date the Mayor of the City signs the resolution approving this Settlement Agreement.

III. **POLICY REGARDING COMMUNICATION WITH DEAF AND HARD-OF-HEARING PEOPLE**

The SPPD will continue to provide full and equal access to and benefit from services of the Saint Paul Police Department to deaf and hard-of-hearing people. The SPPD will provide qualified sign language interpreters including certified interpreters when required by this agreement) or other appropriate auxiliary aids to ensure effective communication to all deaf and hard-of-hearing people arrested or detained by the SPPD or who request services from the SPPD, including but not limited to, witnesses, complainants, victims, and the family members and companions of people seeking SPPD services who are deaf or hard of hearing. The City will not fail or refuse to provide any service or program because a person makes a request for an ASL interpreter or other auxiliary aids or services.

IV. **GENERAL POLICY**

A. **Non-Discrimination Based on Disability**

The SPPD will ensure that deaf and hard-of-hearing people have full and equal enjoyment of the services, privileges, facilities, advantages and accommodations it provides through the SPPD and that it will provide auxiliary aids and services to ensure effective communication, as required by this Settlement Agreement and Release, the ADA, the Rehabilitation Act, the MHRA and Minn. Stat. § 611.32.

B. SPPD Will Give Primary Consideration to Requests For Auxiliary Aids

In making a determination about which auxiliary aid or service it will provide for effective communication with people who are deaf or hard of hearing, the SPPD will give primary consideration to the deaf or hard-of-hearing person's request. "Primary consideration" means that the SPPD will normally honor the individual's request unless the SPPD has an equally effective alternative or if the chosen auxiliary aid or service would result in a fundamental alteration of its services, programs, or activities, or would be an undue financial or administrative burden.

The SPPD agrees that the deaf or hard-of-hearing person is normally in the best position to determine when an interpreter or other auxiliary aid is necessary for effective communication, and what kind of auxiliary aid is most appropriate to communicate effectively. The SPPD will normally provide a qualified sign language interpreter to deaf or hard-of-hearing people, unless the deaf or hard-of-hearing person requests a different auxiliary aid, or the SPPD determines in writing that there is an equally effective means of communication and that the individual's request poses an undue financial or administrative burden. This determination will be made promptly. When an SPPD staff person has reason to believe that person may be deaf or hard of hearing, s/he must inquire whether the individual needs a qualified interpreter or other auxiliary aid to communicate effectively and which auxiliary aid the deaf or hard-of-hearing person prefers.

C. Amend Current Policy

Within 30 days of the effective date of this Agreement, the City will adopt, publish and implement a new version of SPPD Policy 409.01 (Persons Disabled in Communications) to explicitly state SPPD will use and provide only certified interpreters for scheduled interviews and meetings with people who are deaf (as set forth in Section V of this Agreement).

D. Posting Notices of Policies

1. Notice to Staff

Within thirty (30) days of the effective date of this Settlement Agreement and Release, the SPPD will notify SPPD officers and staff that it is the policy of the SPPD to provide certified interpreters

for scheduled meetings and interviews with people who are deaf. The Notice will inform SPPD officers and staff how to obtain certified interpreters. This notice will also tell SPPD staff the names of the Coordinator and Designee(s) and information about how to contact them. This notice may be communicated to the SPPD officers and staff by email if the SPPD so desires.

V. PROVIDING INTERPRETERS AND OTHER AUXILIARY AIDS

A. Using Certified Interpreters for Scheduled Events

For scheduled events, the City will use only certified sign language interpreters (as defined in this agreement) to interpret communications with people who are deaf or hard of hearing. For the purposes of this Settlement Agreement and Release, "scheduled events" means any event or encounter between SPPD officers and staff and people who are deaf or hard of hearing that is scheduled, requested or arranged in advance of the meeting. Scheduled events may include, but are not necessarily limited to: scheduled meetings with complainants, scheduled meetings to take crime reports and domestic violence reports, scheduled interviews with detainees, scheduled interviews with witnesses, and other similar scheduled events and encounters. Scheduled events do not include encounters on the street between SPPD officers or staff and people who are deaf or hard of hearing, responses to calls for assistance or 911 calls.

B. Staff Interpreters Must Be Qualified Interpreters.

If the SPPD chooses to satisfy its obligation to provide sign language interpreters under this Settlement Agreement and Release by hiring qualified staff interpreters, those interpreters must meet the definition of "certified interpreter" as detailed in this Settlement Agreement and Release. The SPPD may assign other duties to staff interpreters, but the staff interpreters' performance of those other duties will not excuse the SPPD's requirements under this Settlement Agreement and Release.

The City agrees it will not use Chad Koch to interpret for Scheduled Interviews or Meetings with People who are deaf or hard of hearing, unless and until he becomes a certified interpreter as defined by this agreement.

VI. TRAINING

A. General

The SPPD shall give notice of and provide training concerning its new policies regarding deaf and hard-of-hearing people to all SPPD Supervisors and Managers, and to its Deaf and Hard of Hearing Coordinator. The training of the Deaf and Hard of Hearing Coordinator will be presented in person. The training of other Supervisors and Managers may be presented in person or through a recorded video, with the SPPD confirming in writing that the recipient of the training has viewed the training. The SPPD will provide this training to all current Supervisors, Managers and the Deaf and Hard of Hearing Coordinator within 60 days of the effective date of this Agreement. The SPPD will also include training concerning the requirements of this Agreement- in the training and orientation it gives to all new employees, and all individuals being assigned into the role of Deaf and Hard of Hearing Coordinator for four (4) years following the effective date of this Settlement Agreement.

VII. MONITORING COMPLIANCE

A. Documentation

The SPPD shall provide to Plaintiff's counsel all documentation necessary to assess compliance with this Settlement Agreement and Release, including, but not limited to documentation to confirm that the training of the Coordinator and SPPD staff required by this Settlement Agreement and Release has occurred. This documentation shall include:

- Notice of the identity of the current Deaf and Hard of Hearing Coordinator
- A copy of the Amended SPPD Policy 409.01 (Persons Disabled in Communications), as required by Section IV.C of this Agreement.
- A copy of all procedures and other documents implementing the requirements of this Settlement Agreement and Release. (To be provided within ninety (90) days of the effective date of this Settlement Agreement and Release.)
- Notices required by Section IV of this Settlement Agreement and Release. (To be provided within thirty (30) days of the effective date this Settlement Agreement and Release

- Documentation concerning training required by this Settlement Agreement and Release, including copies of training materials and documentation of attendance. (To be provided within thirty (30) days of the completion of the training.)

VIII. AGREEMENT REGARDING SETTLEMENT OF CLAIMS AND RELEASES

A. Settlement of Claims

In settlement of all Plaintiff's claims against the City in any way related to the Hooper incident alleged in the Federal and State Court Complaints, including, but not limited claims for statutory attorneys fees, the City shall deliver to Plaintiff's counsel within ten (10) days after the effective date of this Settlement Agreement and Release \$95,000.00 (Ninety-Five Thousand Dollars and No Cents). In this regard, Plaintiff has requested that one check be drawn, made out jointly to Catrina Hooper and Mid-Minnesota Legal Aid.

B. Release of Claims

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by execution of this Settlement Agreement and Release as set forth herein, Plaintiff, on her behalf and on behalf of her representatives, assignees, heirs, executors, family members, beneficiaries, administrators, successors, assigns, and anyone acting, or claiming to act on her behalf or at her direction, hereby releases and forever discharges the City of St. Paul and the St. Paul Police Department and their past and present council members or commissioners, employees, agents, officials, and their representatives, successors and assigns from any and all claims, demands, actions, and causes of action, damages, attorneys' fees, costs, expenses, compensation and liabilities known and unknown, asserted and unasserted, direct and indirect, and of any kind, whatsoever, upon any theory, statute, law, regulation or other authority nature, or description whatsoever, that he ever had or now has against the City arising out of the facts underlying the Lawsuits and set forth in this Settlement Agreement and Release.

C. Dismissal of Lawsuits

1. **The Federal Lawsuit:** The Plaintiff agrees to take all steps necessary for the prompt dismissal with prejudice of the Federal

Lawsuit, including executing and filing a Stipulation of Dismissal with Prejudice.

2. **The State Lawsuit:** The Plaintiff agrees to take all steps necessary for the prompt dismissal with prejudice of the State Lawsuit, including executing and filing a Stipulation of Dismissal with Prejudice.

IX. MISCELLANEOUS PROVISIONS

A. Non-Admission

By signing this Settlement Agreement and Release, the City does not admit that its current policies or practices violate the Americans with Disabilities Act, the Minnesota Human Rights Act, or any other applicable federal or state law. This Settlement Agreement and Release shall not be construed as an admission of liability by the City.

B. Entire Agreement

This Settlement Agreement and Release constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof, including any claim of fraudulent inducement or misrepresentation. In executing this Settlement Agreement and Release, the parties acknowledge their intent that any prior agreements or understandings, whether oral or written, merge into this Settlement Agreement and Release.

C. Binding

This Settlement Agreement and Release is final and binding on the Parties including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs, and legal representatives thereof. Each Party has a duty to so inform any such successor in interest.

D. Non-Waiver

Failure by the Plaintiff to seek enforcement of this Settlement Agreement and Release pursuant to its terms with respect to any instance or provision will not be construed as a waiver to such enforcement with regard to other instances or provisions.

E. Severability

In the event that a court determines that any provision of this Settlement Agreement and Release is unenforceable, such provision will be severed from this Settlement Agreement and Release and all other provisions will remain valid and enforceable, provided however that if the severance of any such provision materially alters the rights or obligations of the Parties hereunder, the Parties will, through reasonable, good faith negotiations, agree upon such other amendments to this Settlement Agreement and Release as may be necessary to restore the Parties as closely as possible to the relative rights and obligations initially intended by them hereunder.

F. Benefit of Counsel

The parties acknowledge that each has been represented by counsel of his/her own choosing, that each understands the terms of this Settlement Agreement and Release, and each is voluntarily entering into this Settlement Agreement and Release to fully, finally, and forever resolve all matters and disputes between them that relate in any way to the November 2006 incident.

G. Notices

Any notice required under this Settlement Agreement and Release will be provided to the following persons at the following addresses:

For the Plaintiff:

Mid-Minnesota Legal Aid
Minnesota Disability Law Center
Attn: Barnett Rosenfield
111 North 5th St., Suite 100
Minneapolis, MN 55403

For the City:

Anthony Edwards
Assistant City Attorney
City of St. Paul
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102

With the intent to be bound to the terms of this Settlement Agreement and Release, the parties now execute it on and as of the dates indicated below:

FOR THE PLAINTIFF


Dated: 2/5/20



Catrina Hooper, Plaintiff

MID-MINNESOTA LEGAL AID
MINNESOTA DISABILITY LAW CENTER

Dated: 2/5/20



By: Barnett Rosenfield
Attorney ID# 6212854
111 North 5th St., Suite 100
Minneapolis, MN 55403 (612) 746-3758
(Telephone and Fax)
brosenfield@mylegalaid.org

Attorney for Plaintiff

FOR DEFENDANT CITY OF ST. PAUL:

SIGNER FOR CITY

CITY OF ST. PAUL

Lyndsey M. Olson
City Attorney

Dated: _____

By: ANTHONY G. EDWARDS, #342555
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102
(651) 266-8758
anthony.edwards@ci.stpaul.mn.us

Attorneys for Defendant City of St. Paul