

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Douglas Duane Bahl and
Susan Kovacs-Bahl,

Court File No. 08-CV-5001 (DSD/JJG)

Plaintiffs,

vs.

County of Ramsey,
Ramsey County Sheriff's Department

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

and

City of St. Paul,

Defendants.

I. INTRODUCTION

This Settlement Agreement and Release ("Agreement") is made by and between Douglas Bahl ("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: *Douglas Duane Bahl and Susan Kovacs-Bahl v. County of Ramsey, Ramsey County Sheriff's Department and the City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No.: 08-cv-5001 (DSD/TNL) (the Federal Lawsuit) and *Douglas Duane Bahl, Susan Kovacs-Bahl, Dawn and Michael Moder, and Jerome Owens v. County of Ramsey, Ramsey County Sheriff's Department and the City of Saint Paul*, venued in Ramsey County District Court (the State Lawsuit). The State Lawsuit was served upon Defendants, but not filed with the Court upon prior agreement with all parties.

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) and a claim of negligence for violating Minn. Stat. § 611.32 based on incidents related to Mr. Bahl's arrest. Plaintiff alleged in his Lawsuits that he was not provided auxiliary aids necessary to ensure effective communication during his traffic stop and following his arrest on November 17, 2006. Among other things, Plaintiff alleged the City failed to provide an American Sign Language (ASL) interpreter for communications between himself and the investigator. He further alleges this

failure to provide him an interpreter caused him harm for which he seeks damages, attorneys' fees and corrective action.

WHEREAS, The Eighth Circuit United States Court of Appeals recently ruled on Plaintiff's appeal from the District Court's Order for Summary Judgment in the Federal Lawsuit. The Eighth Circuit reversed part of the Order for Summary Judgment and remanded the case to the District Court for further proceedings. It also affirmed portions of the Order for Summary Judgment.

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 Douglas Duane Bahl.
- B. "The City" means the City of St Paul.
- C. "The Parties" – means Plaintiff Douglas Duane Bahl and Defendant City of St. Paul.
- D. "Auxiliary aids and services" includes qualified interpreters 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. In addition, to be an “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 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.

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.

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

- G. **“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.
- H. **“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.
- I. **“Effective Communication”** – communication that is as effective as that provided for others who are not deaf or hard of hearing.
- J. **“The Lawsuits”** - means the Federal Lawsuit and the State Lawsuit identified in Section I of this Settlement Agreement.
- K. **“Effective Date of this Settlement Agreement”** – the date of the last signature on this Settlement Agreement.

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

The SPPD will 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 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. Actions to Ensure Effective Communication And Equal Access To And Benefit From Services For Deaf And Hard-Of-Hearing People

The SPPD will ensure that people who are deaf and hard of hearing will have effective communication — communication that is equally as effective as that provided for arrestees who are not deaf or hard of hearing—in order to have full and equal benefits from and enjoyment of the goods, services, facilities, privileges, advantages, and accommodations provided by the SPPD. In order to ensure effective communication with and for deaf and hard-of-hearing people, the SPPD will provide auxiliary aids and services without charge to deaf and hard-of-hearing people.

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 peoples, 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, 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. Deaf And Hard-Of-Hearing Coordinator

Within thirty (30) days of the effective date of this Settlement Agreement and Release, the SPPD will designate a management level employee as the SPPD Deaf and Hard-of-Hearing Coordinator (“the Coordinator”), as well as one or more designee(s) (“the Designee(s)”) who will provide overall coordination for ensuring effective communication with deaf and hard-of-hearing people and for the implementation of this Settlement Agreement and Release. The Coordinator or a Designee will be available at all times to be contacted.

The responsibilities of the Coordinator and designees include the following:

1. Make final determinations concerning auxiliary aids the SPPD will provide when an individual's expressed preference or request for an auxiliary aid is refused, and in such circumstances, prepare a written statement of the reasons for the determination.
2. Keep abreast of technological and/or other developments regarding effective communication for deaf and hard-of-hearing people.
3. Serve as a resource to SPPD staff regarding questions about how to interact with and serve deaf and hard-of-hearing people.
4. Serve as a resource for members of the public who have questions regarding SPPD procedures for interacting with deaf and hard-of-hearing people.

This list is not exhaustive, and may include other duties as necessary to coordinate the City's efforts to ensure effective communication.

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 staff that it is the policy of the SPPD to provide full and equal access to and benefit from the services of the Saint Paul Police Department to deaf and hard-of-hearing people. This notice will also notify SPPD staff of the names of the Coordinator and Designee(s) and information about how to contact them.

2. Notice to Community

Within thirty (30) days of the effective date of this Settlement Agreement and Release, the SPPD will include on any website it maintains the following statement:

The Saint Paul Police Department ensures that deaf and hard-of-hearing people have full and equal enjoyment of its services, privileges, facilities, advantages and accommodations, and it will

provide auxiliary aids and services to ensure effective communication with these individuals. Free sign language and oral interpreters, TTYs and other services are available to deaf and hard-of-hearing detainees. Ask us for help or contact the Deaf and-Hard-of-Hearing Coordinator for the Saint Paul Police Department.

E. Prohibition of Surcharges

All auxiliary aids and services required by this Settlement Agreement and Release, the ADA, Section 504 and/or the MHRA will be provided free of charge to the deaf or hard-of-hearing individual.

V. PROVIDING AUXILIARY AIDS

A. General

The SPPD shall provide auxiliary aids necessary to communicate effectively with a deaf or hard-of-hearing complainant, witness of a crime, victim of a crime, arrestee, or detainee promptly after learning such individual is deaf or hard of hearing. In making a determination about which auxiliary aid or service is appropriate, 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.

In circumstances when a deaf or hard-of-hearing person is in custody, the Coordinator or Designee shall make the final determination about the auxiliary aid the SSPD will provide a deaf or hard-of-hearing individual, when the determination is different from the individual's expressed preference. When the Coordinator or Designee makes such a determination, he/she will document the determination in writing as required by 28 C.F.R. §§ 35.160 and 35.164. The SPPD will notify the deaf or hard-of-hearing individual of the decision and which auxiliary aid or service the SPPD will provide.

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

“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.

C. Interpreter Requests

1. Non-Scheduled Custodial Events

When a deaf or hard-of-hearing person indicates the need for an interpreter or auxiliary aid, and/or where the SPPD has reason to believe that a person may be deaf or hard of hearing, the SPPD shall immediately decide whether to request a qualified interpreter or other requested auxiliary aid based on the primary consideration test.

If the SPPD decides to provide an ASL interpreter, the SPPD will promptly contact a qualified interpreter or IS Provider. If the deaf or hard-of-hearing person requests an interpreter but the SPPD does not think one is necessary to communicate effectively, SPPD staff will contact the Coordinator. The Coordinator will make the final decision whether to provide an interpreter or another auxiliary aid or service based on whether there is an equally effective means of communication as the one the deaf person requested and/or whether providing the requested auxiliary aid or service poses an undue financial or administrative burden to the City.

2. Scheduled Events

For scheduled events, the City will make a qualified sign language interpreter available at the time of the scheduled event. For the purposes of this Settlement Agreement and Release, “scheduled events” include, but are not limited to: meetings with complainants, interviews with detainees, interviews with witnesses, and other similar encounters.

If an interpreter fails to appear for a scheduled appointment, the City will take whatever additional actions are necessary to make a qualified sign language interpreter available to the deaf or hard-of-hearing individual, using the City’s guidelines for unscheduled events.

3. Response Time - Custodial Events

Following the apprehension or arrest of a person disabled in communication for an alleged violation of a criminal law, the SPPD shall immediately make necessary contacts to obtain an interpreter at the earliest possible time at the place of detention. The City may use a Video Remote Interpreter (VRI) service to fulfill this obligation. The City's goal is to normally provide an interpreter within one (1) hour following the request. It shall not be a violation of this Settlement Agreement and Release if an Interpreter is not provided within one (1) hour following the request when the reason for the delay is for circumstances outside the control of the SPPD. This goal is subject to force majeure events. Force majeure events are events outside the reasonable control of the SPPD, the IS Provider, or the interpreter called to respond, including but not limited to weather conditions and other "Acts of God," unanticipated illness or injury of the interpreter, and unanticipated transportation problems.

D. Restricted Use Of Certain Persons To Facilitate Communication

SPPD will not use a family member, case manager, advocate, or friend of a deaf or hard-of-hearing person to interpret or facilitate communication except in emergency situations. In such situations, the City will not use a family member, case manager, advocate, or friend of a deaf or hard-of-hearing person to interpret or facilitate communication without permission from both the deaf or hard-of-hearing person and the individual being asked to interpret.

E. Information To Be Communicated

Among other information, the SPPD will communicate to deaf and hard-of-hearing arrestees and detainees using a qualified sign language interpreter all information required by Minn. Stat. § 611.32.

VI. INFORMING OTHER PUBLIC ENTITIES

Following an arrest, when SPPD police officers are transporting a deaf or hard-of-hearing person to the Ramsey County Adult Detention Center or an equivalent facility, the officer shall, as soon as possible after leaving the scene of the arrest, inform the custodial facility and all other relevant entities of an arrestee's deafness and, if relevant, the need for a sign language interpreter or other auxiliary aid or service.

VII. 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 personnel as specified below.

B. Deaf And Hard-Of-Hearing Coordinator And Designees

Within ninety (90) days of the effective date of this Settlement Agreement and Release, the SPPD will train the Coordinator and all Designees concerning effective communication with deaf and hard-of-hearing people. This training will include, but not be limited to, training in the following areas:

- (a) The SPPD's policies concerning communication access for deaf or hard-of-hearing people, including specifically, policies concerning providing interpreters and other auxiliary aids and services;
- (b) The various degrees of hearing impairment, language skill, and cultural diversity in the deaf and hard-of-hearing community;
- (c) Identifying communication needs of persons who are deaf or hard of hearing;
- (d) Types of auxiliary aids and services available in the community;
- (e) The proper use and role of Qualified Sign Language Interpreters;
- (f) Making and receiving calls through the Video Relay Service, TTYs and the Minnesota Relay Service;
- (g) Resources for assisting deaf or hard-of-hearing people, including state and local resources;
- (h) The contents and obligations of this Settlement Agreement and Release, specifically including all duties of the Coordinator and designees.

The SPPD will also train all future Coordinators and Designees concerning the topics listed above.

C. Training Of SPPD Staff Who May Encounter Deaf And Hard-Of-Hearing People

By no later than December 31, 2013, the SPPD will complete training of all other SPPD staff – including but not limited to investigators and police officers – who may encounter deaf or hard-of-hearing people in the course of their work. The training will address the special communication needs of deaf or hard-of-hearing people and will include the following topics:

1. The requirements of this Settlement Agreement and Release;
2. The policies of the SPPD concerning communication access for deaf and hard-of-hearing individuals;
3. Best practices in communicating with deaf and hard-of-hearing individuals, including “on the street” encounters with deaf and hard-of-hearing individuals, when ASL interpreters are not available;
4. Identifying communication needs of persons who are deaf or hard of hearing;
5. Types of auxiliary aids and services available;
6. The proper use and role of qualified sign language interpreters;
7. The SPPD’s policies and procedures for contacting and obtaining qualified interpreters;
8. Directions for using Videophone (VP), video calls, Video relay services, the Minnesota Relay Service, TTY’s, TDD’s and other equipment facilitating communication with deaf and hard-of-hearing people;
9. System-wide resources for communicating effectively with deaf and hard-of-hearing people.

The SPPD will also provide this training for all new SPPD staff as part of initial training and orientation.

VIII. 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:

- Policies, procedure 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. D 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.)

B. Changes In Policies Practices And Protocol

The SPPD will notify the Plaintiff if it makes any changes in the policies, practices, and procedures it uses to implement and comply with the requirements of this Settlement Agreement and Release within seven (7) days of making the change. The obligation to notify the Plaintiff will remain in effect for a period of two (2) years following the effective date of this Settlement Agreement and Release.

IX. 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 November 2006, incident alleged in Case File No.: 08-cv-5001 and the State Court action served by Plaintiff against the City alleging the same, the City shall deliver to Plaintiff's counsel promptly after the effective date of

this Settlement Agreement and Release \$93,450.00 (Ninety-Three Thousand Four-Hundred and Fifty Dollar and No Cents). In this regard, Plaintiff has requested that two (2) checks be drawn, and the City agrees as a courtesy to Plaintiff to provide separate checks as follows:

1. To the order of Douglas Duane Bahl: \$20,000.00 (Twenty-Thousand Dollars and No Cents).

The City Shall issue IRS 1099-MISC forms to Douglas Duane Bahl, and Mr. Bahl shall be solely responsible for payment of any and all taxes due in connection with such payment.

2. To the order of Mid-Minnesota Legal Aid: \$73,450.00 (Seventy-Three-Thousand Four-Hundred and Fifty Dollars and No Cents) in settlement of Plaintiff's claims for statutory attorneys' fees and expenses.

The City Shall issue a Form 1099-MISC (not self-employed) to Mid-Minnesota Legal Aid for this payment and Mid-Minnesota Legal Aid shall be solely responsible for the payment of any and all taxes due in connection with such payment.

B. Release Of Claims

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff, by execution of this Settlement Agreement and Release as set forth herein, Plaintiff, on his behalf and on behalf of his representatives, assignees, heirs, executors, family members, beneficiaries, administrators, successors, assigns, and anyone acting, or claiming to act on his behalf or at his 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 will execute and deliver to the Defendant a Stipulation of Dismissal with Prejudice of the State Lawsuit and will take no further action to prosecute the State Lawsuit.

X. 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: Rick Macpherson
430 First Avenue North, Suite 300
Minneapolis, MN 55401

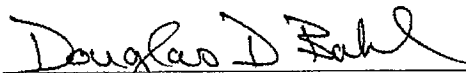
For the City:

Judith A. Hanson
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

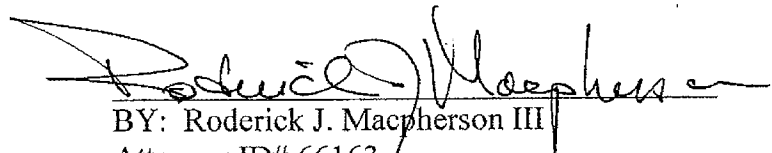
Dated: 4/20/2013



Douglas Duane Bahl, Plaintiff

Dated: 4/20/2013

MID-MINNESOTA LEGAL AID
MINNESOTA DISABILITY LAW CENTER



BY: Roderick J. Macpherson III
Attorney ID# 66163
430 First Avenue North, Suite 300
Minneapolis, MN 55401
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rjmachperhson@mylegalaid.org

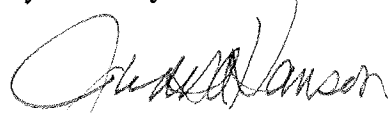
Attorney for Plaintiff

FOR DEFENDANT CITY OF ST. PAUL:

CITY OF ST. PAUL

Sara R. Grewing
City Attorney

Dated: 4-23-13



By: JUDITH A. HANSON, #207408
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15 West Kellogg Boulevard
St. Paul, MN 55102
(651) 266-8727

Attorneys for Defendant City of St. Paul