

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Anne Marie Rasmusson,

Case No. 12-CV-632 (SRN/JSM)

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

v.

City of Bloomington, et al.

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Anne Marie Rasmusson and Defendant City of St. Paul.

WHEREAS, Ms. Rasmusson filed a civil complaint in this matter alleging that since 2005, approximately 61 St. Paul law enforcement officers inappropriately accessed and used her private data in the Driver and Vehicle Services (DVS) database and the City of St. Paul is liable for her injuries and damages;

WHEREAS, the City of St. Paul expressly denies Ms. Rasmusson's allegations and liability for Ms. Rasmusson'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 issue payment to Sapiaientia Law Group, PLLC in the amount of \$385,000 (three-hundred and eighty-five thousand dollars) within a reasonable time following the City Council's approval. The payment will be mailed to Sapiaientia Law Group, PLLC at 12 South Sixth Street, Suite 1242, Minneapolis, MN 55402. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys fees in this matter.

2. The City of St. Paul will also remove Ms. Rasmusson's name, picture, address and any other of her personal information from the City's and/or St. Paul Police Department's internal directory, intranet and website.

3. In consideration of the above payment, Ms. Rasmusson, 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 Ms. Rasmusson 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. Ms. Rasmusson agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Ms. Rasmusson 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 Ms. Rasmusson 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. In consideration for dismissal of the above-entitled action, the City of St. Paul and all of its past and present agents, officers and employees, predecessors, and successors in interest by execution of this Settlement Agreement and Release, hereby fully and completely releases Anne Marie Rasmusson, of any and all claims for damages, costs and attorneys' fees which the City of St. Paul 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. The City of St. Paul agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which 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 now has or may have against Ms. Rasmusson, 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 the City of St. Paul and all its employee releases Ms. Rasmusson 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.

5. 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.

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

7. Ms. Rasmusson understands and acknowledges that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Ms. Rasmusson alleged damages.

8. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Ms. Rasmusson 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.

9. Ms. Rasmusson, 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.

Dated: 10/4/12

s/ Anne Marie Rasmusson
Anne Marie Rasmusson, Plaintiff

Subscribed and sworn to before me
On October 4, 2012.

s/ Catherine A. Haugen
Notary Public

My Commission Expires Jan. 31, 2015

Dated: 10/4/12

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