

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF DAKOTA

FIRST JUDICIAL DISTRICT

Terri Ann Fox-Fitzgerald,
as parent and nature guardian of
Mitchell Fitzgerald, a minor,

Case No. 19HA-CV-10-4551

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

Isaac D. Rinehart and City of St. Paul,

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Terri Ann Fox-Fitzgerald on behalf of her son, Mitchell Fitzgerald, and Defendants the City of St. Paul and Officer Isaac Rinehart.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging that on March 15, 2009, Mitchell Fitzgerald was bitten by St. Paul K9 Sarik and sustained permanent injuries. Plaintiff claims that the City of St. Paul and Officer Rinehart are liable for Mitchell's injuries and damages;

WHEREAS, the City of St. Paul is strictly liable for the damages caused to Mitchell by Sarik;

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 deliver to Plaintiff Terri Fox-Fitzgerald and Plaintiff's counsel at Sieben, Grose, Von Holtum & Carey, Ltd., within a reasonable time following City Council approval of this settlement, a draft totaling the amount of \$43,500.00, which will be mailed to Sieben, Grose, Von Holtum & Carey, Ltd., 800 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55402. This draft is in complete satisfaction for all damages, costs and attorneys fees.

2. 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 Officer Isaac Rinehart, and all of their 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 Officer Isaac Rinehart, and all of their 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.

3. 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.

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

5. Plaintiff understands and acknowledges that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages outside of what the City of St. Paul was required to compensate Plaintiff pursuant to Minn. Stat. §347.22.

6. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and the City of St. Paul and Officer Isaac Rinehart. 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 read by her by legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated:

Subscribed and sworn to before me on.

Elizabeth Marquardt
Notary Public

1-31-15
My Commission Expires

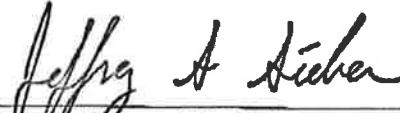


Terri Ann Fox-Fitzgerald
Terri Ann Fox-Fitzgerald, Plaintiff

41-0989228
Tax ID Number

Dated: 5-23-11

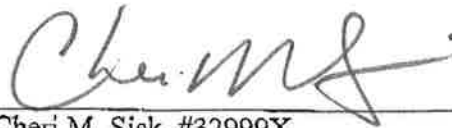
Sieben, Grose, Von Holtum & Carey, Ltd.



Jeffrey A. Sieben, #314110
800 Marquette Avenue, #900
Minneapolis, MN 55402-2858
Telephone: (612) 333-4500
Attorneys for Plaintiff

Dated: 5/23/11

SARA R. GREWING
Saint Paul City Attorney



Cheri M. Sisk, #32999X
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102-1620
Telephone: (651) 266-8768
Attorneys for Defendants