

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Desiree Collins,

Case No. 17-cv-5369 (JRT/BRT)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Desiree Collins and Defendant City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging, *inter alia*, that on September 23, 2017, Defendant violated Plaintiff's Fourth Amendment rights to be free from the use of excessive and unreasonable force. Plaintiff claims that Defendant is liable for her personal injuries and personal injury 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 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 Plaintiff, Desiree Collins, and Plaintiff's counsel at Gaskins, Bennett, Birrell, Schupp, LLP, for five hundred twenty thousand dollars (\$520,000.00) within a reasonable time following the City Council's approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment of valid liens and subrogation claims.

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 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 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 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 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.

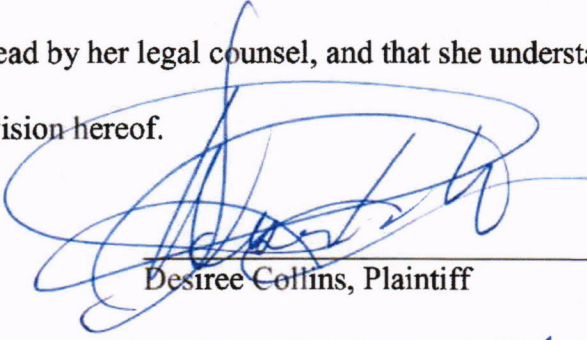
3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above entitled action.

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. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and Defendant. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.


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

Dated:



Desiree Collins, Plaintiff

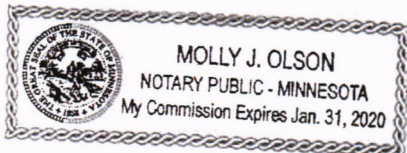
Subscribed and sworn to before me
on 9-27-2018



Notary Public

Tax ID Number

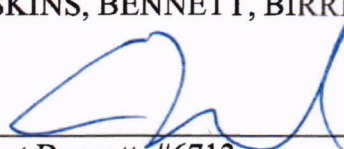
My Commission Expires 1-31-2020



Dated:

9/27/18

GASKINS, BENNETT, BIRRELL, SCHUPP,
LLP



Robert Bennett, #6713
Andrew J. Noel, #322118
Kathryn H. Bennett, #0392087
333 South Seventh Street, #3000
Minneapolis, MN 55402-2440
Telephone: (612) 333-9500

Attorneys for Plaintiff

Dated:

LYNDSEY M. OLSON
Saint Paul City Attorney

Cheri M. Sisk, #032999X
Assistant City Attorney
750 City Hall and Courthouse
15 West Kellogg Boulevard
St. Paul, MN 55102-1620
Telephone: (651) 266-8768

Attorneys for Defendant City of Saint Paul