

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other/Civil Discrimination

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Aine M. Bebeau,

Court File No. 62-CV-13-5291  
Judge Lezlie Ott Marek

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

City of St. Paul, Thomas E. Smith,  
Individually and in his capacity as Chief  
of Police for the City of St. Paul,  
Commander Eugene Polyak, Assistant  
Chief Ken Reed, and Assistant Chief  
Kathy Wuorinen,

Defendants.

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This Settlement Agreement and Release is made by and between the plaintiff Aine M. Bebeau and the defendants above-named.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that she was subjected to sexual harassment, hostile work environment, discrimination and retaliation during her employment with the St. Paul Police Department.

WHEREAS, the defendants expressly deny the plaintiff's allegations and liability for her 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 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 the plaintiff Aine M. Bebeau and her attorneys at Burns and Hansen, P.A. in the amount of \$60,000 (sixty thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to Martin C. Melang, Burns and Hansen, P.A., 8401 Wayzata Blvd., Suite 300, Minneapolis, MN 55426. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiff.

2. The plaintiff agrees that she will not apply for reinstatement for employment with the City of St. Paul. The plaintiff's medical leave status will remain as is subject to the medical leave provisions of the Police Federation Collective Bargaining Agreement (CBA). The City of St. Paul will not unilaterally alter her medical leave status unless required by law or the applicable CBA.

3. The parties agree that they will not go to the media to comment on this settlement; however, if the parties are approached by the media regarding this settlement, the parties agree to not negatively characterize this settlement or make any disparaging remarks regarding any of the parties in regard to this matter.

4. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the defendants

and 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 the 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. The plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiff now has or may have against the defendants or 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 the 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.

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

7. The plaintiff understands and acknowledges that the defendants do not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

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

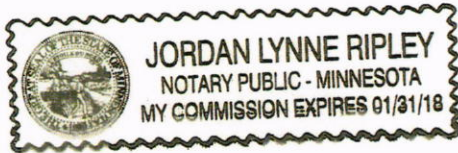
9. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: 7-1-2014

*Aine M. Bebeau*  
\_\_\_\_\_  
AINE M. BEBEAU, Plaintiff

Subscribed and sworn to before me  
On 7-1-2014

Notary Public  
Jordan L. Ripley  
*Jordan L. Ripley*  
Dated:  
① 7-1-2014



*Matthew*  
\_\_\_\_\_  
Attorneys for Plaintiff

\_\_\_\_\_  
Tax ID Number

Dated: 7/3/2014

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