

UNITED STATES DISTRICT COURT
for THE DISTRICT OF MINNESOTA

**LARRY ARMAN, CAMILLE
ARMAN, and L. A. and L. A.**, by and
through their parents and natural
guardians Larry Arman and Camille
Arman,

Plaintiffs,

vs.

**ST. PAUL POLICE DEPARTMENT
OFFICER JASON BRUBAKER, and
ST. PAUL POLICE DEPARTMENT
OFFICER SALIM OMARI,**

Defendants.

**Court File No. 20-CV-00677-NEB-
DTS**

**SETTLEMENT AGREEMENT
AND RELEASE**

This Settlement Agreement and Release is made by and between the Plaintiffs, Larry Arman; Camille Arman; and Defendants Jason Brubaker and Salim Omari (hereinafter Defendants).

Plaintiffs served a civil complaint in this matter alleging Defendants are liable for injuries and damages sustained by Plaintiffs in an incident occurring on or about July 9, 2014 at 71 Maryland Avenue in the City of Saint Paul, County of Ramsey, State of Minnesota, as alleged in Plaintiff's Complaint. Defendants expressly deny the Plaintiffs' allegations and liability for their alleged injuries.

The parties wish to settle and resolve all outstanding disputes and claims between them to avoid the uncertainties and costs associated with continued

litigation. In consideration of the mutual promises established in this agreement and release, the parties agree to the following terms:

1. The City of Saint Paul will issue payment to the Plaintiffs, Larry Arman; Camille Arman; and their attorney Elliott Nickell at Nickell Law Firm, PLLC, in the amount of seventy thousand dollars (\$70,000) for personal injury. This payment will be issued within a reasonable time following the Saint Paul City Council's approval of this agreement. Payment will be mailed to Nickell Law Firm, PLLC; 400 South 4th Street; Minneapolis, MN 554015. This payment is in complete satisfaction for all damages, medical liens, costs and any attorney's fees in this matter for the Plaintiffs and represents a settlement for personal injury.

2. In consideration of the payments made under paragraph 1 above, Plaintiffs release, acquit and forever discharge Defendants Jason Brubaker and Salim Omari, in their individual and official capacities, and their agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorney's fees, and compensation whatsoever, which Plaintiffs had, now have or which they may accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen, injuries and damages and the consequences thereof resulting from the incident alleged in their Complaint, which occurred on or about July 9, 2014.

3. Plaintiffs declare and represent that the injuries sustained are or may be permanent and progressive and that recovery is uncertain and indefinite. Plaintiffs represent that in making this release it is understood and agreed that Plaintiffs rely wholly upon their judgment, belief, and knowledge of the nature, extent, effect, and duration of said injuries and liability therefore and is made without reliance upon any statement or representation of the Defendants hereby released or their representatives.

4. The Plaintiffs understand and acknowledge that the Defendants do not admit any wrongdoing, improper action, or liability for any of the Plaintiffs' alleged damages. Plaintiffs agree that they will be responsible for obtaining a complete discharge of any and all existing or potential medical liens filed in regard to injuries they received as a result of the July 9, 2014 incident and further agree that they will satisfy from the proceeds of this settlement all liens that have been made or may be made in the future. Plaintiffs agree to defend and hold the Defendants harmless from the same.

5. Plaintiffs further declare and represent that no promise, inducement, or agreement not expressed in this document has been made to them and that this release contains the entire agreement between the parties and that the terms of this release are contractual and not a mere recital.

6. Plaintiffs will sign along with their attorney a dismissal with prejudice within 7 days of City Council approval for this settlement agreement for the Minor children

L.A. and L.A. and represent as their legal guardians that the children were not harmed and do not have a recollection of these events.

7. By executing this agreement, the Plaintiffs acknowledge that this Settlement Agreement and Release has been read by their legal counsel, and that they understand and fully agree to each and every provision within this document.

Dated: April 5th,
2021.

Larry Arman
Larry Arman
Plaintiff

Dated: April 5th,
2021

Camille Arman
Camille Arman
Plaintiff

Dated: 4/5/2021,
2021.

NICKELL LAW FIRM, PLLC

/s/ Elliott Nickell

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Attorney for Plaintiffs.

Dated: _____,
2021.

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*Attorneys for Defendants Salim Omari and Jason
Brubaker.*