

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Daniela Hobbs and
Larelle Steward,

Case No. 11-CV-3409 (PJS/JSM)

Plaintiffs,

**SETTLEMENT AGREEMENT
AND RELEASE**

v.

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiffs Daniela Hobbs and Larelle Steward and Defendant City of St. Paul.

WHEREAS, the plaintiffs filed a civil complaint in this matter alleging that on October 28, 2010, St. Paul police executed a warrant at their home, located at 641 Snelling Ave. N., Apt. 1, in St. Paul, and violated their constitutional rights by using excessive force;

WHEREAS, the City of St. Paul expressly denies the plaintiffs' allegations and liability for Ms. Hobbs' and Mr. Steward'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 Daniela Hobbs, Larelle Steward and Robert M. Gardner, Attorney, in the amount of \$400,000 (four-hundred thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to Gardner Law Office, Southcross Commons, 3000 County Road 42 West, Suite 310, Burnsville, MN 55337-4827. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys fees in this matter for each plaintiff.

2. The parties agree that they will not go to the media to comment on this settlement; however, if the plaintiffs are approached by the media regarding this settlement, the plaintiffs agree to not negatively characterize this settlement or make any disparaging remarks regarding the City of St. Paul and its officers in regard to this matter.

3. The plaintiffs represent that they do not have any past, present or future Medicare payments or involvement in their treatment related to this matter. Any medical liens that exist in relation to this matter shall be addressed by the plaintiffs.

4. In consideration of the above payment, Ms. Hobbs and Mr. Steward, 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 the plaintiffs have 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 plaintiffs agree that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiffs now have or may have against 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, 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. Hobbs and Mr. Steward release 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. Ms. Hobbs and Mr. Steward agree that the terms of this Settlement Agreement and Release are binding on them and their personal representatives, heirs, successors and assigns.

7. Ms. Hobbs and Mr. Steward understand and acknowledge that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of the plaintiffs' alleged damages.

8. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Ms. Hobbs, Mr. Steward 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. Hobbs and Mr. Steward, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by their by legal counsel, and that they understand and fully agree to each and every provision hereof.

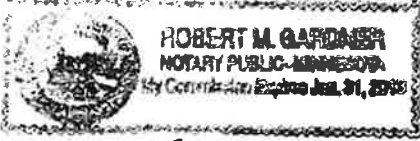
Dated: October 25, 2012

Daniela Hobbs
Daniela Hobbs, Plaintiff

Subscribed and sworn to before me
on October 25, 2012.

Robert M. Gardner

Notary Public



468-86-8857

Tax ID Number

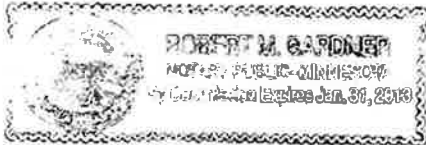
Dated: October 25, 2012

Larelle Steward
Larelle Steward, Plaintiff

Subscribed and sworn to before me
on October 25, 2012.

Robert M. Gardner

Notary Public



477-02-0582

Tax ID Number

Dated: October 25, 2012

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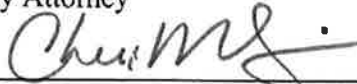
Tax ID Number

Attorneys for Plaintiff

Dated: 10/25/2012

SARA R. GREWING

City Attorney

s/ 

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