

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into by and between Kongmeng Kue and Tia Kue (hereinafter "Claimants"); and the City of Saint Paul and is contingent upon the approval of the Saint Paul City Council.

WHEREAS, Claimants initiated a civil claim against the City of Saint Paul alleging that Saint Paul Police Officers violated Claimant Kongmeng Kue's constitutional rights during the course of his encounter with Saint Paul Police on May 3, 2012.

WHEREAS, the City of Saint Paul denies the allegations and asserts that all of the officers' actions were lawful.

WHEREAS, the parties to this agreement have conciliated the issues in dispute and desire now to settle all of the Claimants' allegations and claims against the City of Saint Paul and its police officers to obtain a full, final and complete settlement and compromise of all claims arising out of Claimant Kongmeng Kue's encounter with Saint Paul Police Officers on May 3, 2012.

NOW THEREFORE, in consideration of the mutual promises set forth herein and contingent upon the approval of the Saint Paul City Council, the parties agree as follows:

1. Within a reasonable time subsequent to receiving a fully-executed copy of this Settlement Agreement and Release the City of Saint Paul will deliver to Claimants' attorney payments totaling \$65,000 in complete satisfaction for all damages, costs and attorney's fees. The payments shall consist of a check in the amount of \$32,000 payable to Kongmeng Kue and Tia Kue, a check in the amount of \$13,275 payable to Optum Subrogation Services and a check in the amount of \$19,725 payable to Best & Flanagan, LLP.

2. In consideration of the above payments, Claimants, by execution of this Settlement Agreement and Release, hereby fully and completely release the City of Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of Saint Paul in their official and individual capacities, of any and all claims for damages, costs and attorney's fees which Claimants 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 this matter. Claimants agree that upon the approval of the Saint Paul City Council and execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Claimants now have or may have against the City of Saint Paul and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of Saint 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 this matter, are fully released, satisfied, discharged and settled. This means that Claimants release the City of Saint Paul and all employees of the City of Saint Paul from any and all claims for damages, costs and attorney's fees, known or unknown, that were or could have been brought in relation to the set of facts presented in this matter.

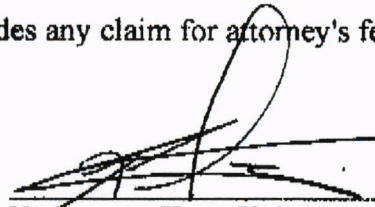
3. Claimant Kongmeng Kue certifies that he is not a Medicare recipient and that there are no Medicare liens related to the May 3, 2012 incident or resulting injuries. Claimants agree, however, that the proceeds of this settlement will go toward any future Medicare liens related to this incident.

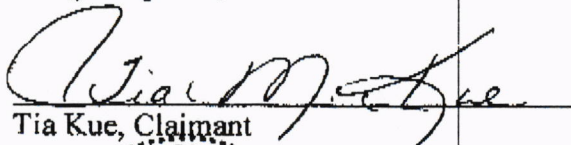
4. In consideration of the above payment, Claimants further agree that Claimants, their agents, their attorneys and other persons speaking or working on Claimants' behalf will

not make any representations or characterizations to the media regarding the officers involved in this matter.

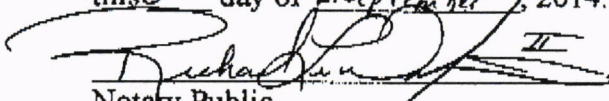
5. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for attorney's fees and costs pursuant to 42 U.S.C. § 1988.

Dated: September 5, 2014


Kongmeng Kue, Claimant

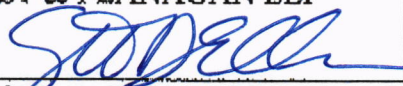

Tia Kue, Claimant

Subscribed and sworn to before me
this 5th day of September, 2014.

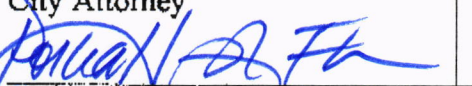

Notary Public



Dated: September 8th, 2014

BEST & FLANAGAN LLP

SCOTT D. ELLER (#26451)
225 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Telephone: (612) 339-7121
Attorney for Claimants

Dated: September 12, 2014

SARA R. GREWING
City Attorney

Portia Hampton-Flowers (#210869)
Deputy City Attorney
750 City Hall and Court House
15 West Kellogg Boulevard
St. Paul, MN 55102
Telephone: (651) 266-8774
Attorneys for City of Saint Paul