

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

<p>Jared Sande, individually and on behalf of all others similarly situated,</p> <p style="text-align:center">Plaintiff,</p> <p>v.</p> <p>Todd Axtell, Chief of Police, City of Saint Paul, in his official capacity only,</p> <p style="text-align:center">Defendant.</p>	<p style="text-align:right">File No. 17-cv-04386 (WMW/BRT)</p> <p style="text-align:center">SETTLEMENT AGREEMENT AND RELEASE</p>
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This Settlement Agreement and Release is entered into by and between Jared Sande and Andrew Henderson (hereinafter “Plaintiffs”), and the City of Saint Paul and is contingent upon the approval of the Saint Paul City Council.

WHEREAS, Plaintiffs filed a civil complaint in this matter alleging that the City of Saint Paul violated Plaintiffs’ constitutional rights by retaining and testing Plaintiffs’ firearms without conducting a hearing or a warrant.

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

WHEREAS, the parties to this agreement have conciliated the issues in dispute and desire now to settle all of the Plaintiffs’ 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 the City’s seizure, retention and testing of Plaintiffs’ firearms.

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, after receiving a fully-executed copy of this Settlement Agreement and Release, a Stipulation for Dismissal of Claims Against Defendant and approval by the Saint Paul City Council, the City of Saint Paul will deliver to Plaintiffs' attorney a check in the amount of \$22,000 in complete satisfaction for all damages, costs, and attorney's fees. The check will be payable to Jared Sande and Andrew Henderson c/o Capitol City Law Group, LLC Trust Account.

2. In consideration of the above payment, Plaintiffs, by execution of this Settlement Agreement and Release, hereby fully and completely release Todd Axtell and 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 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. Plaintiffs 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 Plaintiffs 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 the above-entitled action, are fully released, satisfied, discharged and settled. This means that Plaintiffs release Todd Axtell and 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 the above-entitled action.

3. In consideration of the above payment, the Parties further agree that they will not make any representations or characterizations regarding the other parties involved in this matter. This provision is limited to representations or characterizations related to the above-referenced litigation.

4. 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.

Jared Sande

Subscribed and sworn to before
me this ____ day of _____, 2019.

Notary Public

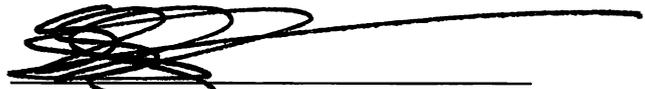
Andrew Henderson

Subscribed and sworn to before
me this ____ day of _____, 2019.

Notary Public

Dated: March 26, 2019

CAPITOL CITY LAW GROUP, LLC



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Dated: March _____, 2019

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