

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Isabel Garcia, on behalf of herself and as
general guardian for J. Refugio Garcia,

Court File No.:09-83 JNE/TNL

Plaintiffs,

v.

City of St. Paul; Officer Kathleen Brown,
badge #___, personally, and in her
capacity as a St. Paul Police officer;
Officers Jane Doe, John Doe, Jane Roe,
and Richard Roe, unknown and unnamed
St. Paul Police officers, personally, and
in their capacities as St. Paul Police officers;
and John M. Harrington, Chief of Police,
personally and in his official capacity,

**SETTLEMENT AGREEMENT
AND RELEASE**

Defendants.

This settlement agreement and release is entered into by and between Isabel Garcia, on behalf of herself, and as general guardian for J. Refugio Garcia, (hereinafter "Plaintiffs"), and the City of St. Paul and is contingent upon the final approval of the St. Paul City Council and Defendant City of Saint Paul, Minnesota.

WHEREAS Plaintiffs filed a civil complaint in this matter alleging that St. Paul Police Officers and Defendant City of St. Paul violated J. Refugio Garcia's constitutional rights during the course of his arrest on or about December 31, 2006.

WHEREAS the City of St. Paul and its officers deny the allegations and assert its actions and the actions of all its officers 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 St. Paul and its police officers to obtain a full, final and complete settlement, compromise and release of all claims made by the Plaintiffs arising out of J. Refugio Garcia's encounter with St. Paul Police Officers on or about December 31, 2006.

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

1. Within a reasonable time after receipt of a fully-executed copy of this Settlement Agreement and Release from Plaintiffs and their counsel, and after final approval of this Settlement Agreement and Release by the City of St. Paul and the St. Paul City Council, Plaintiffs shall deliver the executed Stipulation for Dismissal of Claims Against the City attached hereto, and the City of St. Paul will simultaneously deliver to Plaintiffs' attorneys a check in the amount of \$11,500 (Eleven Thousand Five Hundred and no/100ths Dollars) in complete satisfaction of all of Plaintiffs' claims for all damages, costs and attorney's fees. The check will be payable to "Isabel Garcia for herself and as general guardian for J. Refugio Garcia, and their attorneys, Albert Goins and Rick Petry."

2. In consideration of the delivery and receipt of the above payment, and upon the final approval of the City of St. Paul and the St. Paul City Council, the Plaintiffs, by

execution of this Settlement Agreement and Release, hereby fully and completely release 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, personal and individual capacities, of any and all claims for damages, costs and attorneys 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 final approval of the City of St. Paul and the St. Paul City Council, the execution of this Settlement Agreement and Release and delivery and receipt of the payment, all such claims, differences, demands, rights, and causes of action, which 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, and successors in interest of the City of St. Paul, in their official, personal 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 subject to discharge of the contingencies set forth hereinabove, the Plaintiffs fully release the City of St. Paul and 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.

3. 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: 10-19-2011

Isabel Garcia
Isabel Garcia, individually on her own behalf, and as the general guardian for J. Refugio Garcia.

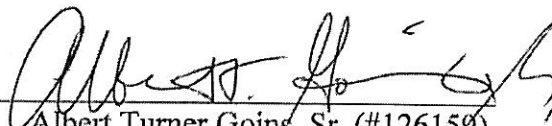
Subscribed and sworn to before me this 19th day of October, 2011.

Carol W Ogden
Notary Public



GOINS LAW OFFICES, LTD.

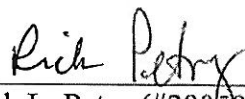
Dated: October 19, 2011

By: 
Albert Turner Goins, Sr. (#126159)
301 Fourth Avenue South
378 Grain Exchange Building
Minneapolis, MN 55415-1413
(612) 339-3848

and

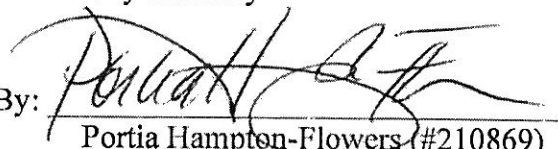
MANSFIELD, TANICK & COHEN, P.A.

Dated: October 19, 2011

By: 
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*Attorneys for Plaintiffs Isabel Garcia, on
her own behalf, and as general guardian
for J. Refugio Garcia.*

SARA GREWING
City Attorney

Dated: October 24, 2011

By: 
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Attorneys for Defendants