

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Christopher Lollie,

Case No. 14-CV-4784 (SRN/HB)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

Officers Michael Johnson, Bruce Schmidt, and Lori Hayne, both individually and in their official capacities as police officers for the City of St. Paul, and the City of St. Paul,

Defendants.

This Settlement Agreement and Release is entered into by and between Christopher Lollie (“Lollie”) and the City of Saint Paul (“Defendant”).

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Christopher Lollie v. Officers Michael Johnson, Bruce Schmidt and Lori Hayne, individually and in their official capacity as City of Saint Paul Police Officers and the City of Saint Paul*, and later captioned *Christopher Lollie v. City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No. 14-CV-4784 (SRN/HB).

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

1. The City of Saint Paul shall pay the sum of \$100,000.00 to Christopher Lollie and his attorney Andrew Irlbeck in full, final and complete settlement of all claims to date arising out of the incident on January 31, 2014, which have been or could have

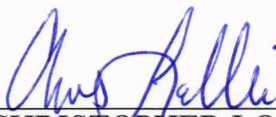
been asserted in this lawsuit, including any costs, disbursements and attorney's fees available under 42 U.S.C. § 1988.

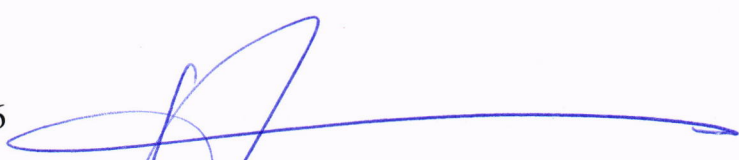
2. In consideration of the payment referenced in paragraph 1 above, Lollie does hereby release, discharge, and acquit the City of Saint Paul, its officers, agents and employees, including but not limited to Officers Michael Johnson, Bruce Schmidt and Lori Hayne, in their individual and official capacity as City of Saint Paul Police Officers, of and from all manner of actions, suits, claims or damages, whether known or unknown, that Lollie, his heirs, successors and assigns ever had, have or ever can have to claim to have against Defendant regarding any damage, loss or injury sustained by Lollie that he claimed or could have claimed in this lawsuit arising from the incident on January 31, 2014. All parties further agree that neither they nor their agents, their attorneys and other persons speaking or working on their behalf, will initiate contact with the media or otherwise to make any representations or characterizations regarding the parties involved in this case.

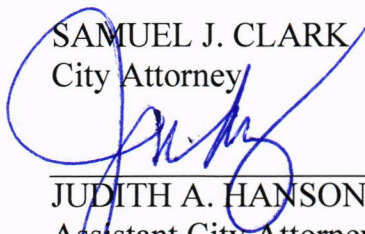
3. In consideration of the promises made herein pursuant to the Settlement Agreement and Release the parties hereto agree to immediately stipulate to the dismissal with prejudice of Lollie's Complaint, but without costs or disbursements awarded to any party by the Court.

4. Defendant asserts that this is a compromise of a disputed claim and that any promises or payments made pursuant to this Settlement Agreement and Release are not to be construed as an admission of liability on the part of any person or party.

5. The terms of this Settlement Agreement and Release are contractual in nature and not a mere recital. The parties agree there are no other written or oral agreements or understandings that modify the terms set forth in this Settlement Agreement and Release.

Dated: 2/12, 2016 
CHRISTOPHER LOLLIE
Plaintiff

Dated: 2/12, 2016 
ANDREW IRLBECK, #392626
PAUL APPLEBAUM #223098
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Dated: 2/12, 2016 
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