

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Monique C. Cullars-Doty as Special
Administrator and Trustee for the Next of
Kin of Marcus Ryan Cullars Golden;
Ericka Cullars-Golden; and Pauline
Cullars,

Court File No. 21-CV-94-NEB/ECW

Plaintiffs,

**SETTLEMENT AGREEMENT
AND RELEASE**

v.

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff
Monique C. Cullars-Doty as Special Administrator and Trustee for the Next of Kin of
Marcus Ryan Cullars Golden and Defendant City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging, *inter alia*, that
Defendant is liable for injuries and damages caused by St. Paul Police Officers' violation
of Fourth Amendment rights to be free from unreasonable seizure and the use of
excessive and unreasonable force during the course of events on January 14, 2015;

WHEREAS, Defendant expressly denied Plaintiff's allegations and liability for
Plaintiff'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 Settlement 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:

Payment

1. The City of St. Paul will issue payment to Plaintiff, Monique C. Cullars-Doty as Special Administrator and Trustee for the Next of Kin of Marcus Ryan Cullars Golden, and Plaintiff's counsel, for one million three hundred thousand dollars (\$1,300,000.00) within a reasonable time following the City Council's approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff.

Written Statement

2. The Mayor of the City of Saint Paul, Melvin Carter, III, will issue a written statement to the media acknowledging the settlement of this lawsuit. The language of the statement will be reviewed and approved by counsel for the parties prior to its release.

Memorial Bench

3. The City of Saint Paul will work with Plaintiff in securing a location for a memorial bench with a plaque dedicated to the memory of Marcus Golden, within Saint Paul Como Park, lakeside, facing the lake. Plaintiff will submit the required application and funding to secure a memorial bench with a plaque dedicated to the memory of Marcus Golden within Saint Paul Como Park within six months of the signing of this agreement.

Community Council Involvement

4. Plaintiff will identify a member of the Marcus Golden family that is interested and eligible to serve on the Saint Paul Neighborhood Safety and Community Council within six months of the signing of this agreement. The Mayor of the City of Saint Paul, Melvin Carter, III, will recommend appointment of a member of the Marcus Golden family, to serve on the Neighborhood Safety and Community Council, to the extent the identified family member is interested and eligible to serve.

5. In consideration of the paragraphs 1-4 above, Plaintiff, 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 attorney's fees which Plaintiff has 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. Plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Plaintiff now has 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 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 Plaintiff releases all employees of the City of St. 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.

6. Plaintiff agrees to execute a stipulation to dismiss Officers Jeremy Doverspike, Daniel Peck, Jean Barber, Patrick Cheshier, Sheila Lambie, Jody Larsen, Benjamin Lego, Shawn Shanley, and Charles Sims with prejudice as Defendants in this action.

7. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.

8. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and Defendant. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

9. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her and by legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: _____

Monique C. Cullars-Doty as Trustee for the
next of kin of Marcus Golden, *Plaintiff*

O'CONNOR LAW FIRM

Dated: _____

s/
Kevin W. O'Connor, #6321315 (*pro hac vice*)
19 S. LaSalle, Suite 1400
Chicago, IL 60603
312-906-7609
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Attorneys for Plaintiffs approved as to form only

Dated: _____

s/
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Attorneys for Plaintiffs approved as to form only

LYNDSEY M. OLSON
City Attorney

Dated: _____

s/
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Saint Paul, MN 55102
651- 266-8756
megan.hafner@ci.stpaul.mn.us

Attorneys for Defendants approved as to form only

City Authorized Representative with the
approval of the City Council

Dated: _____

