

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Barbara Garn,

Case No. 14-CV-4196 (PAM/SER)

Plaintiff,

vs.

**RELEASE FROM LIABILITY
AGREEMENT**

City of Brooklyn Park, et al.,

Defendants.

This Release from Liability Agreement is made by and between Plaintiff Barbara Garn (“Plaintiff”) and Defendant City of Saint Paul.

WHEREAS, Plaintiff filed a civil Complaint in this matter alleging that on March 21, 2011, and April 3, 2011, employees of Defendant City of Saint Paul, viewed Plaintiff’s personal driver’s license information, in violation of the Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. § 2721, *et seq.* Plaintiff claims that Defendant City of Saint Paul is liable for her injuries and damages.

WHEREAS, Defendant City of Saint Paul 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 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:

1. Defendant City of Saint Paul will deliver to Plaintiff Barbara Garn and Plaintiff's counsel at Sapiaentia Law Group PLLC, a check totaling the amount of Fifteen Thousand Dollars and no cents (\$15,000.00) which represents a total obligation amount, including costs, attorney's fees and disbursements. Payment shall be made to the Sapiaentia Law Group PLLC Trust Account, ID# 27-5229368. The check will be mailed to Sapiaentia Law Group PLLC, 120 South Sixth Street, Suite 100, Minneapolis, Minnesota 55402. This check is in complete satisfaction for all damages, costs and attorney's fees.

2. In consideration of the above payment Plaintiff, by execution of this Release from Liability Agreement, hereby fully and completely releases Defendant City of Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of Defendant City of Saint 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 Release from Liability Agreement all such claims, differences, demands, rights, and causes of action, which Plaintiff now has or may have against Defendant City of Saint Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of Defendant 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 Plaintiff releases all employees of Defendant 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. Nothing in this Agreement releases Defendant City of Saint Paul or its employees from any future conduct made after the execution of this Agreement.

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

4. The parties agree that the terms of this Release from Liability Agreement are binding on her and her personal representatives, heirs, successors and assigns.

5. Plaintiff understands and acknowledges that Defendant City of Saint Paul do not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.

6. The parties agree that this Release from Liability Agreement constitutes all of the agreements and understandings between Plaintiff and Defendant City of Saint Paul. There are no other written or oral agreements or understandings which modify the terms set forth in this Release from Liability Agreement.

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

8. It is intended by all parties to this Agreement that the Release shall be mutual, in that Defendant City of Saint Paul and its employees shall release Plaintiff from any and all claims they may have, known or unknown, against Plaintiff, to the same extent as set forth above; and that Defendant City of Saint Paul and its employees make the same covenants, warrants, declarations, and agreements as regards the release of any claims against Plaintiff that exist or may exist prior to execution of this Agreement.



BARBARA GARN
Tax ID Number: _____

Subscribed and sworn to before me

on Oct 21, 2015.



Notary Public



Dated: October 21, 2015

SAPIENTIA LAW GROUP PLLC



JONATHAN A. STRAUSS, #0279602

Attorney for Plaintiff Barbara Garn

120 South Sixth Street, Suite 100

Minneapolis, MN 55402

Telephone: (612) 756-7110

Fax: (612) 756-7101

Email: jons@sapientialaw.com

Dated: _____, 2015

SAMUEL J. CLARK

City Attorney

JUDITH A. HANSON, #207408

Assistant City Attorney

Attorneys for Defendant City of Saint Paul

750 City Hall and Court House

15 West Kellogg Boulevard

Saint Paul, MN 55102

Telephone: (651) 266-8727

Fax: (651) 266-8787

Email: judy.hanson@ci.stpaul.mn.us