

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

Luis Daniel Garcia,

COURT FILE NO. 15-cv-3214  
(SRN/HB)

Plaintiff,

vs.

Blayne Lehner, in his individual  
capacity as an officer of the  
City of Minneapolis, and the City of  
Minneapolis,

STIPULATION OF DISMISSAL  
WITH PREJUDICE OF CLAIMS  
AGAINST THE CITY OF  
MINNEAPOLIS

Defendants.

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Plaintiff and Defendant City of Minneapolis, by and through their undersigned counsel, stipulate that the Court may dismiss all claims against the City of Minneapolis with prejudice and without costs to either party. Attached as Exhibit A is the executed Settlement Agreement and Release between Plaintiff and the City of Minneapolis.

Dated: 6/21/16

PRITZKER OLSEN, P.A.

s/ Eric Hageman

Eric Hageman  
Lindsay Lien Rinholen  
45 South Seventh Street,  
Plaza VII, Suite 2950  
Minneapolis, MN 55402  
**ATTORNEYS FOR PLAINTIFF**

Dated: 7/19/16

SUSAN L. SEGAL  
City Attorney  
By

s/ Sarah McLaren  
SARAH C.S. MCLAREN (#345878)  
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**Attorneys for Defendant City of  
Minneapolis**

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

Luis Daniel Garcia,

COURT FILE NO. 15-cv-3214  
(SRN/HB)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

Blayne Lehner, in his individual  
capacity as an officer of the  
City of Minneapolis, and the City of  
Minneapolis,

Defendants.

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WHEREAS, Luis Daniel Garcia ("Plaintiff"), has instituted legal proceedings against Blayne Lehner ("Lehner") and the City of Minneapolis in United States District Court, Court File No. 15-cv-3214 (SRN/HB) ("the Litigation");

WHEREAS, Lehner has requested defense and indemnification by the City of Minneapolis in the Litigation;

WHEREAS, the City of Minneapolis has denied Lehner's request;

WHEREAS, Lehner has filed a certiorari appeal to the Minnesota Court of Appeals, Appellate Court No. A16-0608, appealing the City of Minneapolis's denial of defense and indemnification in the Litigation;

WHEREAS, with the advice and approval of counsel, Plaintiff has offered to compromise all of his claims against the City of Minneapolis in the Litigation in exchange for a sum of money and other good and lawful considerations;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows between the Plaintiff and the City of Minneapolis (“Settling Parties”):

1. Release of all claims against the City of Minneapolis. Plaintiff for himself, his heirs, successors and assigns, does hereby release, acquit and forever discharge the City of Minneapolis and its current, former and future officers, directors, employees, agents, predecessors, successors and assigns, with the exception of Blayne Lehner, to the fullest extent permitted by law, from and against any and all claims, actions, demands, causes of actions, obligations, rights or damages of any nature, including claims for vicarious liability and claims for attorneys’ fees, which he has ever had, may now have, or which may hereafter arise, whether known or unknown, on account of, or in any way arising out of the incident described in the Complaint in the Litigation. This expressly includes Plaintiff’s rights, if any, to appeal from dismissal of any of his claims against the City of Minneapolis in this Litigation. Plaintiff agrees to defend and indemnify and/or hold the City of Minneapolis harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation.

2. Cause of action against Blayne Lehner preserved. Nothing in this Settlement Agreement and Release (“Agreement”) shall be interpreted to operate to release Plaintiff’s claim against Lehner for excessive force, described in Count I of the Complaint in the

Litigation. Such claim expressly survives the release of Plaintiff's claims against the City of Minneapolis. However, any claim by the Plaintiff for vicarious liability against the City of Minneapolis based on the conduct of Lehner is hereby released pursuant to Paragraph 1 of this Agreement.

3. Plaintiff to indemnify the City of Minneapolis. Plaintiff agrees to indemnify the City of Minneapolis and hold it harmless from any claims for contribution and/or indemnity made by Lehner arising out of any settlement, verdict, or other judgment entered against Lehner in the Litigation.

4. Pierringer release intended. This Agreement is intended to comport with *Pierringer v. Hoyer*, 21 Wis. 182, 124 N.W.2d 106 (1963) and *Frey v. Snelgrove*, 269 N.W.2d 918 (Minn. 1978). To the extent a court does not find that this Agreement comports with *Pierringer* and *Frey*, Plaintiff nonetheless agrees to release the City of Minneapolis from all claims, for direct or vicarious liability, that were or could have been brought in this Litigation. Plaintiff further agrees to indemnify the City of Minneapolis and hold it harmless from any claims for contribution and/or indemnity made by Lehner arising out of any settlement, verdict, or other judgment entered against Lehner in the Litigation. It is understood and agreed that the purpose, intent and legal effect of this Agreement is to extinguish the entire liability of the City of Minneapolis to Plaintiff, if any, arising out of the incident described in the Complaint in the Litigation, and to bar forever any recovery by way of contribution, indemnity or otherwise against the City of Minneapolis by Plaintiff regarding the incident described in the Complaint in the Litigation.

5. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the City of Minneapolis agrees to pay the sum of \$360,000.00 to Plaintiff and his attorneys.

6. Tax consequences. Plaintiff asserts that this Agreement entails payment for damages arising out of physical injuries. Plaintiff understands and acknowledges that the City of Minneapolis makes no representations as to any tax consequences of this Agreement and fully acknowledges that no tax advice or research has been provided by the City of Minneapolis. Plaintiff agrees that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiff and further agrees to defend and indemnify and/or hold the City of Minneapolis from any failure by Plaintiff to pay any applicable taxes or assessments related to or arising from this Agreement.

7. Full satisfaction. Plaintiff understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the claims against the City of Minneapolis in the Litigation, including any and all claims for attorneys' fees, and that payment of the above amount in settlement of the Litigation is in no way or manner to be construed as an admission on the part of the City of Minneapolis or any party benefited by this Agreement of the validity of Plaintiff's claims or of the liability of the City of Minneapolis, which validity and liability the City of Minneapolis expressly denies.

8. Stipulation of Dismissal. Following execution of this Agreement and exchange of the consideration described herein, the Settling Parties agree to execute and file a Stipulation of Dismissal with prejudice of all claims against the City of Minneapolis in this Litigation and execute any documents required by the City necessary to effectuate

the settlement and issuance of a settlement check. This Agreement shall be attached as Exhibit A to such Stipulation of Dismissal.

9. Warranty of capacity to execute Agreement. Plaintiff represents and warrants that no other person or entity has, or has had any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein; that Plaintiff has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that Plaintiff has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations or causes of action referred to in this Agreement.

10. Complete Agreement. This Agreement contains and sets forth all of the terms agreed upon by the Settling Parties regarding Plaintiff's claims including damages, costs, and any and all attorneys' fees against the City of Minneapolis.

11. Voluntary Agreement. Plaintiff acknowledges and agrees that he has read and thoroughly discussed all aspects of this Agreement with his attorneys, that he understands its provisions, and that he signs and agrees to its terms voluntarily and without coercion.

12. No construction against the drafter. The Settling Parties agree that the drafting of this Agreement involved both Settling Parties' attorneys and that this Agreement shall not be construed against either party as the drafter.

13. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, including PDF, fax, or electronic counterparts, each of which will be deemed an original, but all of which together will constitute one Agreement.

14. Choice of law. The Settling Parties agree that Minnesota state law shall govern the terms, interpretation and enforcement of this Settlement Agreement.

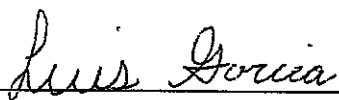
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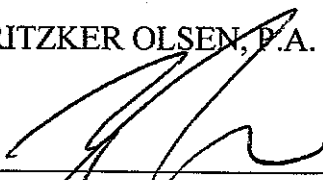
**SETTLEMENT AGREEMENT AND RELEASE**  
***Luis Daniel Garcia v. Blayne Lehner and the City of Minneapolis***  
United States District Court File 15-cv-3214 (SRN/HB)

IN WITNESS WHEREOF, the Plaintiff and the City of Minneapolis have executed  
this Agreement as of the date set forth below.


Dated: 6/20/16

  
\_\_\_\_\_  
Luis Daniel Garcia

Dated: 6-21-16

PRITZKER OLSEN, P.A.  
  
\_\_\_\_\_  
Eric Hageman  
Lindsay Lien Rinholen  
45 South Seventh Street,  
Plaza VII, Suite 2950  
Minneapolis, MN 55402

Dated: 6-29-16

SUSAN L. SEGAL  
City Attorney  
By  
  
\_\_\_\_\_  
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