

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Keith Dawson,

Case No. 12-CV-96 (JRT/SER)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of Saint Paul,

Defendants.

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

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Keith Dawson v. Brian Wanschura, individually and in his official capacity as a St. Paul Police Officer, and Christopher McGuire, individually and in his official capacity as a St. Paul Police Officer*, and later captioned *Keith Dawson v. City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No. 12-CV-96 (JRT/SER).

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 \$45,000 to Keith Dawson and his attorney Eric Hageman in full, final and complete settlement of all claims to date arising out the incident on August 29, 2009, which have been or could have been asserted in this suit, 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, Plaintiff does hereby release, discharge and acquit the City of Saint Paul, its officers, agents and employees, including but not limited to Officer Brian Wanschura and Officer Christopher McGuire of and from all manner of actions, suits, claims or damages, whether known or unknown, that Plaintiff, 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 Plaintiff that he claimed or could have claimed in this lawsuit arising from the incident on August 29, 2009.

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 Dawson'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: 7-18, 2012.



KEITH DAWSON, Plaintiff

Dated: July 18, 2012.

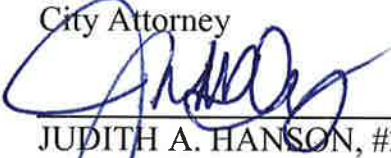
PITZKEROLSEN, P.A.



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Dated: July 23, 2012.

SARA R. GREWING
City Attorney



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