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REPLY TO MINNESOTA

FACSIMILE TRANSMITTAL SHEET

TO:

Chefi M. Sisk / City Atty.

FROM:

Kadeja Watkins

DATE:

7/8/15

FAX NUMBER:

651-266-8181

TOTAL NO. OF PAGES INCLUDING COVER:

RE: JAMES CANNON

6

%U% URGENT %R% FOR REVIEW %C% PLEASE COMMENT %A% PLEASE REPLY %I% INFORMATIONAL

NOTES/COMMENTS:

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Case Type: Civil

James Cannon,

Court File No.

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul and John Doe,

Defendants.

This Settlement Agreement and Release is made by and between the plaintiff James Cannon and the defendants City of St. Paul and John Doe.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that his Fourth Amendment rights were violated, among other claims, when he was stopped by St. Paul Police on September 5-6, 2014;

WHEREAS, the defendants expressly deny the plaintiff's allegations and liability for his 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:

1. The City of St. Paul will issue payment to the plaintiff James Cannon and his attorney at Walker Law Offices, P.A. in the amount of \$50,000 (fifty thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to William Walker, Walker Law Offices, P.A., 1300 Lagoon Avenue S., Ste. 240, Minneapolis, Minnesota 55408. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiff.
2. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the defendant, the City of St. Paul, and all of its 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 attorneys' fees which the 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.
3. The plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which the plaintiff now has or may have against the defendants 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 the plaintiff releases all employees of the City of St. Paul from any and all claims for damages, costs and attorneys' fees, known or unknown, that were or could have been brought in relation to the set of facts presented in the above-entitled action.

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

5. The plaintiff agrees that the terms of this Settlement Agreement and Release are binding on him and his personal representatives, heirs, successors and assigns.

6. The plaintiff understands and acknowledges that the defendants do not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

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

8. The plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by his legal counsel, and that he understands and fully agrees to each and every provision hereof.

Dated: 7-8-15

James Cannon
JAMES CANNON, Plaintiff

Subscribed and sworn to before me

On


M.D.
Wanda Wain
My Comm Exp

Notary Public

1/31/14

Dated:

WALKER LAW OFFICES, P.A.


~~41-199-7693~~

WILLIAM L. WALKER, ESQ. (#300883)*Attorneys for Plaintiff*

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Dated:

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City Attorney

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