

**UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA**

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Loyd Maeberry,

Case No. 09-CV-1216 (JNE/JJG)

Plaintiff,

**SETTLEMENT AGREEMENT  
AND RELEASE**

vs.

City of St. Paul,

Defendant.

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This Settlement Agreement and Release is made by and between Plaintiff Loyd Maeberry and Defendant City of St. Paul.

WHEREAS, Maeberry filed a civil complaint in this matter alleging that on October 3, 2006, St. Paul Officers were called to his home at 1651 East Seventh Street in St. Paul regarding a disturbance and once on scene, Maeberry asserted that the officers violated his civil rights to be free from unreasonable seizures and the use of excessive and unreasonable force, in violation of the Fourth Amendment. Maeberry also alleged that the officers failed to protect him from the force that was used. Maeberry claimed that the City of St. Paul is liable for his injuries and damages;

WHEREAS, the City of St. Paul expressly denied Maeberry's allegations and liability for Maeberry'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;

WHEREAS, Maeberry claimed and continues to claim that he was physically injured by officers, and claims that the evidence supports his excessive force and failure to protect claims.

Maeberry understands that although the defendants deny any wrongdoing, that the settlement is for physical damage to his body, to make him whole, otherwise known as personal injury damages;

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. Within 7 days of the City of St. Paul authorizing the settlement, the City will make available for pick up to Plaintiff Loyd Maeberry and Plaintiff's counsel Jill Clark, LLC, two bank drafts totaling the amount of \$57,500: 1) \$32,500, made out to Loyd Maeberry for Maeberry's personal injury damages; and 2) \$25,000 made out to Jill Clark, LLC for Section 1988 attorneys fees. These drafts are in complete satisfaction for all damages, medical liens, costs and attorneys fees.

2. In consideration of the above payment Maeberry, 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 attorneys fees which Maeberry 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. Maeberry agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Maeberry 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 Maeberry 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.

3. 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.

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

5. Maeberry understands and acknowledges that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Maeberry's alleged damages.

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

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

Dated:

*Loyd Macberry*  
Loyd Macberry, Plaintiff

Subscribed and sworn to before me

On *9/2*, 2011.

*[Signature]*  
Notary Public

471-72-3242

Tax ID Number

My Commission Expires

Dated:

JILL CLARK, P.A.

*[Signature]*

Jill Clark (#196988)

2005 Aquila Avenue North

Minneapolis, MN 55427

(763) 417-9102

27-4689894

Tax ID Number

*Attorney for Plaintiff*

Dated: *9/26/2011*

SARA R. GREWING

City Attorney

*[Signature]*

Cheri M. Sisk, (#32999X)

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*Attorneys for Defendant*

