

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Andrew G. Befort and Anthony V. Befort,

Case No. 16-CV-1733 (RHK/TNL)

Plaintiffs,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul, and Officer Brian
Wanschura, Officer Daniel K. King,
Officer Keith Grundhauser, Officer Shawn
A. Longen, Officer Len M. Wall, and
Sergeant Shawn L. Campbell

Defendants.

This Settlement Agreement and Release is entered into by and between Andrew G. Befort and Anthony V. Befort, ("Plaintiffs") and the City of Saint Paul ("Defendant").

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Andrew G. Befort and Anthony V. Befort v. City of St. Paul, and Officer Brian Wanschura, Officer Daniel K. King, Officer Keith Grundhauser, Officer Shawn A. Longen, Officer Len M. Wall, and Sergeant Shawn L. Campbell* and later captioned *Andrew G. Befort and Anthony V. Befort v. City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No. 14-CV-1733 (RHK/TNL).

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 \$10,000.00 to Plaintiffs and their attorney Zorislav Leyderman in full, final and complete settlement of all claims to

date arising out of the incident on April 2, 2011 which have been or could have been asserted in this lawsuit, 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, Plaintiffs do hereby release, discharge, and acquit the City of Saint Paul, its officers, agents and employees, including but not limited to Officer Brian Wanschura, Officer Daniel K. King, Officer Keith Grundhauser, Officer Shawn A. Longen, Officer Len M. Wall, and Sergeant Shawn L. Campbell, in their individual and official capacity as City of Saint Paul Police Officers, of and from all manner of actions, suits, claims or damages, whether known or unknown, that Plaintiffs, their 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 Plaintiffs that they claimed or could have claimed in this lawsuit arising from the incident on April 2, 2011.

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 Plaintiffs' 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: 4.6., 2017



ANDREW G. BEFORT
Plaintiff

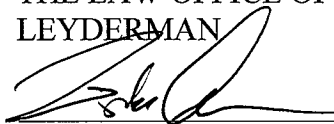
Dated: 4.6, 2017



ANTHONY V. BEFORT
Plaintiff

Dated: 4/19/, 2017

THE LAW OFFICE OF ZORISLAV R.
LEYDERMAN



ZORISLAV LEYDERMAN, #0391286
Attorney for Plaintiffs

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Dated: _____, 2017

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