

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Deshun Michael Carter,

Case No. 10-CV-3081 (DSD/SER)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of Saint Paul,

Defendant.

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

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Deshun Michael Carter v. Adam L. Bailey, individually and in his official capacity as a St. Paul Police Officer, and Thomas M. Weinzettel, individually and in his official capacity as a St. Paul Police Officer*, and later captioned *Deshun Michael Carter v. City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No. 10-CV-3081 (DSD/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 \$86,500 to Deshun Carter and his attorney Ashwin Madia in full, final and complete settlement of all claims to date arising out the incident on September 26, 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 Adam Bailey and Officer Tom Weinzettel 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 September 26, 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 Carter'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.

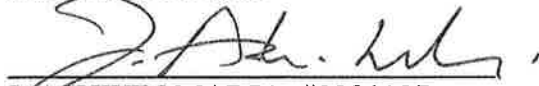
5. The terms of this Settlement Agreement and Release are contractual in nature and not a mere recital. The parties agree there are no other written or oral agreements or understandings that modify the terms set forth in this Settlement Agreement and Release.

Dated: 4-20-12, 2012.


DESHUN MICHAEL CARTER, Plaintiff

Dated: 7.22, 2012.

MADIA LAW LLC


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Dated: 4.20, 2012.

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