

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Frank Brown,

Case No. 17-CV-3771 (ADM/BRT)

Plaintiff,

vs.

City of St. Paul,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made by and between the plaintiff Frank Brown and the defendant City of St. Paul.

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that the actions of St. Paul police officers during his arrest on March 4, 2014, violated his right to be free from excessive force under the Fourth Amendment and violated the Americans with Disabilities Act and Rehabilitation Act;

WHEREAS, the defendant expressly denies 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 related to this incident 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. Upon formal approval of the St. Paul City Council, the City of St. Paul will issue payment to the plaintiff Frank Brown and his attorneys Jeff Storms and Andrew Irlbeck for \$20,000.00 (twenty thousand dollars). This payment is in complete satisfaction of all damages, medical liens, costs and attorney's 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 dismisses his claims against the City of St. Paul and fully and completely releases 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 related to his March 4, 2014 arrest and seizure. Plaintiff expressly reserves all his claims related to this action as against the Ramsey County Defendants.

3. The plaintiff agrees that upon execution of this Settlement Agreement and Release, and payment as described above, all such claims, differences, demands, rights, and causes of action, which the plaintiff now has or may have against the City of St. Paul, and all of its 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. Plaintiff expressly reserves all his claims related to this action as against the Ramsey County Defendants.

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, medical liens, attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action. Any medical liens, including Medicare liens, will be the responsibility of the plaintiff.

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 defendant does 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 defendant. 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:

09/24/16


Frank Brown, Plaintiff

Dated: 9/25/18

NEWMARK STORMS LAW OFFICE

/s/


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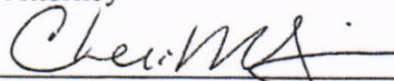
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Dated: 9/21/18

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