

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Frankie Edward Adams,

Case No. 13-CV-1776 (PAM/JJK)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

Sergeant Steve Anderson, and Officers
Soren Mahowald, John Pyka, Abraham
Cyr and Craig Rhode, in their individual
and official capacities as police officers
for the City of Saint Paul, and the City of
St. Paul,

Defendants.

This Settlement Agreement and Release is entered into by and between Frankie Edward Adams (“Adams”) and the City of Saint Paul (“Defendant”).

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Frankie Edward Adams v. Sergeant Steve Anderson, Officer Craig Rhode, Officer John Pyka, Officer Soren Mahowald, Officer Abe Cyr, individually and in their official capacity as City of Saint Paul Police Officers and the City of Saint Paul*, and later captioned *Frankie Edward Adams v. City of Saint Paul*, venued in United States District Court, District of Minnesota, Case No. 13-CV-1776 (PAM/JJK).

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 \$12,500.00 to Frankie Edward Adams and his attorney Andrew Irlbeck in full, final and complete settlement of all claims to date arising out of the incident on January 6, 2010, 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, Adams does hereby release, discharge, and acquit the City of Saint Paul, its officers, agents and employees, including but not limited to Sergeant Steve Anderson, Officer Craig Rhode, Officer John Pyka, Officer Soren Mahowald, and Officer Abe Cyr, 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 Adams, 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 Adams that he claimed or could have claimed in this lawsuit arising from the incident on January 6, 2010. Adams further agrees that neither him nor his agents, his attorneys and other persons speaking or working on his behalf, will initiate contact with the media or otherwise to make any representations or characterizations regarding the officers involved in this matter.

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 Adams' 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: 4-6-15, 2015


FRANKIE EDWARD ADAMS
Plaintiff

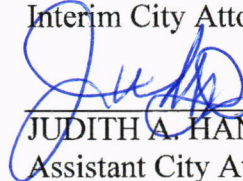
Dated: April 6, 2015

APPLEBAUM LAW FIRM


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Dated: April 10, 2015

LAURA PIETAN
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