

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Civil Rights

Clifton McWright,

Court File No. 62-CV-13-3056

(Judge Leary)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul,

Defendant.

This Settlement Agreement and Release is entered into by and between Clifton McWright ("McWright") and the City of Saint Paul ("Defendant").

This Settlement Agreement and Release sets forth the terms that conclude and dispose of the lawsuit entitled *Clifton McWright v. David Quast and the City of Saint Paul*, venued in Minnesota District Court, County of Ramsey, Case No. 62-CV-13-3056.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

a. The City of Saint Paul shall pay the sum of \$42,087.00 to Clifton McWright and his attorney Joshua R. Williams in full, final and complete settlement of all claims to date arising out of the incident on March 31, 2012, 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. City of Saint Paul will issue one check payable to McWright for \$7,500 and issue him a Form 1099 reflecting this amount at the appropriate time. City of Saint Paul will issue one check payable to Law Office of Joshua R.

Williams for \$34,587 for litigation costs and attorney fees. City of Saint Paul will issue a Form 1099 to Law Office of Joshua R. Williams reflecting this amount at the appropriate time.

b. 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 David Quast 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 March 31, 2012. Plaintiff further agrees that neither him nor his agents, his attorneys and other persons speaking or working on his behalf, will make any representations or characterizations regarding the officers involved in this matter to the media or otherwise.

c. 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 McWright's Complaint, but without costs or disbursements awarded to any party by the Court. Defendant agrees to not file any stipulations for dismissal with prejudice until Joshua R. Williams confirms receipt of the consideration detailed in Paragraph (a).

d. 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.

e. 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: May 21, 2014

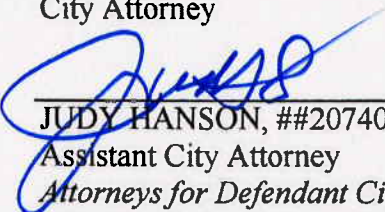
s/Clifton McWright
CLIFTON MCWRIGHT, Plaintiff

Dated: May 21, 2014


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Dated: May 21, 2014

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