

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Cosetta R. Morris,

Case No. 09-CV-1060 9 (ADM/AJB)

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

City of St. Paul,

Defendant.

This Settlement Agreement and Release is made by and between Plaintiff Cosetta Morris and the City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging that on March 15, 2009, Plaintiff was engaged in a domestic dispute with her partner, Michelle Williams. Ms. Williams called 911 and St. Paul Officers Megan Munson and Adam Bailey arrived on the scene. Plaintiff asserted that Defendant violated Plaintiff's civil rights to be free from unreasonable seizures and the use of excessive and unreasonable force, in violation of the Fourth Amendment. She claims that the City of St. Paul is liable for her injuries and damages;

WHEREAS, the City of St. Paul expressly denied Plaintiff's allegations and liability for Plaintiff's alleged damages.

WHEREAS, the parties wish to settle and resolve all outstanding disputes and claims between them to avoid the uncertainties and costs associated with continued litigation of this matter; and

WHEREAS, the parties to this 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. The City of St. Paul will deliver to Plaintiff, Cosetta Morris, and Plaintiff's counsel at Gaskins, Bennett, Birrell, Schupp, L.L.P., drafts totaling the amount of \$270,000, \$135,000 for Plaintiff's damages and \$135,000 for Section 1988 attorneys fees, which will be mailed to Gaskins, Bennett, Birrell, Schupp, L.L.P., 333 South Seventh Street, Suite 2900, Minneapolis, Minnesota 55402. These drafts are in complete satisfaction for all damages, costs and attorneys fees.

2. In consideration of the above payment Plaintiff, by execution of this Settlement Agreement and Release, hereby fully and completely releases the City of St. Paul, and all of the 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 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. Plaintiff agrees that upon execution of this Settlement Agreement and Release all such claims, differences, demands, rights, and causes of action, which Plaintiff now has or may have against the City of St. Paul, and all of the 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 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.

3. The parties to this Settlement Agreement and Release hereby stipulate that the payment of the sum specified above includes any claim for attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above entitled action.

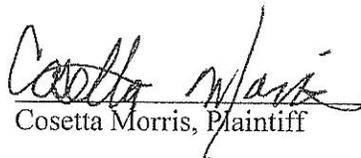
4. Plaintiff agrees that the terms of this Settlement Agreement and Release are binding on her and her personal representatives, heirs, successors and assigns.

5. Plaintiff understands and acknowledges that the City of St. Paul does not admit any wrongdoing, improper action or liability for any of Plaintiff's alleged damages.

6. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between Plaintiff and the City of St. Paul. There are no other written or oral agreements or understandings which modify the terms set forth in this Settlement Agreement and Release.

7. Plaintiff, by execution hereof, acknowledges that this Settlement Agreement and Release has been read by her by legal counsel, and that she understands and fully agrees to each and every provision hereof.

Dated: February 14, 2011.



Cosetta Morris, Plaintiff

Subscribed and sworn to before me
on February 14, 2011.

361-666-8183

Tax ID Number

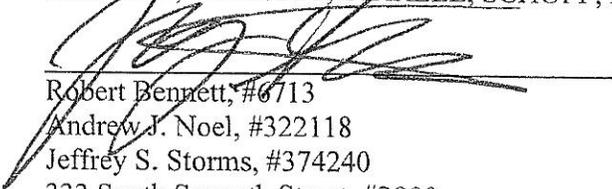


Notary Public



Dated: February 14, 2011

GASKINS, BENNETT, BIRRELL, SCHUPP, LLP



Robert Bennett, #6713

Andrew J. Noel, #322118

Jeffrey S. Storms, #374240

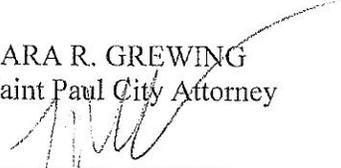
333 South Seventh Street, #2900

Minneapolis, MN 55402-2440

Telephone: (612) 333-9500

Attorneys for Plaintiff

Dated: February 17 2011



SARA R. GREWING

Saint Paul City Attorney

Louise Toscano Seeba, #292047

Cheri M. Sisk, #032999X

Assistant City Attorneys

750 City Hall and Courthouse

15 West Kellogg Boulevard

St. Paul, MN 55102-1620

Telephone: (651) 266-8772

Attorneys for Defendant