

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Carver Isabell,

Case No. 13-CV-3385 (SRN/SER)

Plaintiff,

vs.

City of St. Paul,

Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

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

WHEREAS, the plaintiff filed a civil complaint in this matter alleging that he was subjected to a hostile work environment, racial discrimination and retaliation during his employment with the City of St. Paul;

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 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. The City of St. Paul will issue payment to the plaintiff Carver Isabell and his attorney Jennie M. Brown, Esq. in the amount of \$43,000 (forty-three thousand dollars) within a reasonable time following the City Council's approval of this agreement, but no later than July 16, 2014. The payment will be mailed to Jennie M. Brown, 17905 Cascade Drive, Eden Prairie, MN 55347. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for the plaintiff.

2. The parties agree that they will not go to the media to comment on this settlement; however, if the parties are approached by the media regarding this settlement, the parties agree to not negatively characterize this settlement or make any disparaging remarks regarding any of the parties in regard to this matter.

3. In consideration of the above payment, the plaintiff, by execution of this Settlement Agreement and Release, hereby 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. The plaintiff agrees that upon execution of this Settlement Agreement and Release 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.

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, attorneys' fees and costs which could have been brought in relation to the set of facts presented in the above-entitled action.


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: 6/26/2014

  
CARVER ISABELL, Plaintiff

Subscribed and sworn to before me

On June 26, 2014



Notary Public Jennie M. Brown

Dated: June 26, 2014

  
Jennie M. Brown (#166637)  
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Attorney for Plaintiff

TAX ID: 240 - 68 - 7543

Dated: 6/27/14

SARA R. GREWING  
City Attorney

A handwritten signature in blue ink, appearing to read "Cheri M. Sisk", is written over a horizontal line.

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*Attorneys for Defendants*