

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Deontrae Morehead,

Case No. 15-cv-3859 (WMW/KMM)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of St. Paul, Anthony Spencer,
Richard Beard, Steven Jaworski, and
Joseph Dick,

Defendants.

Deontrae Morehead, being of lawful age, for the sole consideration of ten thousand dollars and no cents (\$10,000.00), to the undersigned in hand paid, receipt of which is hereby acknowledged, does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the City of St. Paul, St. Paul Police Department Officers Anthony Spencer, Richard Beard, Steven Jaworski and Joseph Dick and their employees, agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, attorney's fees, claims and compensation whatsoever which the undersigned now has or which he may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damages and the consequences thereof resulting or to result from the incident which occurred on August 14, 2015, at or near 1069 Ross

Avenue, City of St. Paul, County of Ramsey, State of Minnesota as detailed in Plaintiff's Complaint.

It is understood and agreed that this settlement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the parties hereby released and that said releasees deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned hereby declares and represents that the injuries sustained by him are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this release it is understood and agreed that the undersigned relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefore and is made without reliance upon any statement or representation by the parties hereby released or their representatives.

It is further agreed that counsel for Defendants will provide a Settlement Agreement and Release within seven days of the settlement reached at the September 13, 2016 settlement conference. Counsel for the parties agree that the Stipulation of Dismissal with Prejudice shall not be filed with the Court until Plaintiff receives the settlement check. The parties agree that the City shall provide a settlement check to Plaintiff's counsel within 60 days of the September 13, 2016 settlement which includes the time frame for approval of the settlement by the St. Paul City Council.

It is further agreed that the City will issue two checks relating to the settlement, one to Plaintiff and the other to Plaintiff's counsel.

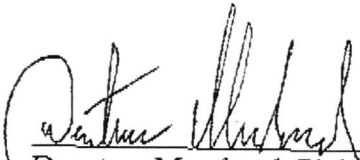
The undersigned declares and represents that no promise, inducement or agreement not expressed herein has been made to him, that this Settlement Agreement and Release contains the entire agreement between the parties hereto and that the terms of the Settlement Agreement and Release are contractual and not a mere recital.

The undersigned agrees to amend his Complaint by Stipulation to dismiss Defendant Officers Anthony Spencer, Richard Beard, Steven Jaworski and Joseph Dick with prejudice and to substitute as sole Defendant the City of St. Paul.

The parties agree that a signature made on a faxed or electronically mailed copy of this release or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

The undersigned has read the foregoing release and understands it.

Dated: 10-3-2016


Deontrae Morehead, Plaintiff