

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Michael Fleming,

Case No. 17-cv-4725 (JRT/KMM)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

Officers John Doe 1-5 and the City of
St. Paul,

Defendants.

This Settlement Agreement and Release is made by and between Plaintiff Michael Fleming and Defendant City of St. Paul.

WHEREAS, Plaintiff filed a civil complaint in this matter alleging, *inter alia*, that on October 13, 2011, Defendants violated Plaintiff's Fourth Amendment rights to be free from the use of excessive and unreasonable force. Plaintiff claims that Defendants are liable for his injuries and damages;

WHEREAS, Defendant 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 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 Plaintiff's counsel Paul Applebaum, Applebaum Law Firm, for two hundred and eighty thousand dollars (\$280,000.00) within a reasonable time following the City Council's formal approval of this agreement. This payment is in complete satisfaction for all damages, medical liens, costs and attorneys' fees in this matter for Plaintiff. Plaintiff will be responsible for payment of valid liens and subrogation claims.

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, Officers John Doe 1-5, 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 him and his personal representatives, heirs, successors and assigns.

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

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

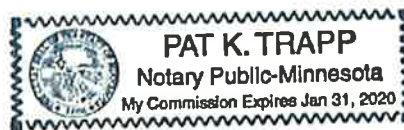
Dated:


Michael Fleming, Plaintiff

Subscribed and sworn to before me

On 11-19-19

Notary Public



My Commission Expires 1-31-2020

Dated:

11/20/17

By:



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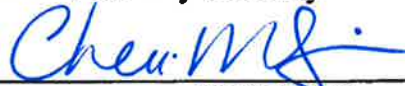
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Dated: 11/20/17

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