

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Carl Green, et. al.

Case No. 0:14-cv-04856-SRN-LIB

*Plaintiffs,*

**MEDIATED SETTLEMENT  
AGREEMENT**

v.

Gordon Ramsay, et al.,

*Defendants.*

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**MEDIATED SETTLEMENT AGREEMENT**

This Mediated Settlement Agreement (“Agreement”) is entered into by and between the following parties (collectively the “Parties”): Plaintiff Carl Green and Carl Green as Assignee of Wessman Estate, LLC, d/b/a the Twins Bar (501 E. 4<sup>th</sup> St., Duluth, Minnesota, 55805) (“plaintiff”); Defendants City of Duluth (“the city”), Duluth Mayor Don Ness, Duluth Police Chief Gordon Ramsay, Deputy Police Chief Mike Tusken, Duluth Police Lieutenant Eric Rish, Duluth city employee Ruthanne Grace, and Duluth City Councilmember Sharla Gardner (“city defendants”); Defendant Allen Butler, Jr., d/b/a Butler Security; and all of the above-named parties’ agents, employees, officers, directors, trustees, attorneys, assigns, corporate affiliates, partners, owners, successors-in-interest, predecessors-in-interest and anyone claiming under or through them.

**RECITALS**

**WHEREAS**, the Parties<sup>1</sup> are engaged in litigation venued in the United States District Court for the District of Minnesota, *Carl Green, et al. v. Gordon Ramsay, et al.*, Court File No. 14-cv-4856 (SRN/LIB) (“the Litigation”); and

**WHEREAS**, on November 24, 2015, the Parties engaged in mediation of the claims involved in the Litigation with the assistance of United States Magistrate Judge Leo I. Brisbois pursuant to the Court’s September 29, 2015 Settlement Conference Order (Docket No. 67); and

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<sup>1</sup> Original defendant AAA Ventures, Inc., d/b/a Applied Professional Services (“AAA”), was previously dismissed as a party to this Litigation pursuant to the Court’s September 24, 2015 Order Adopting Report & Recommendation (Docket No. 66), and thus did not participate in this Settlement Conference or Agreement.

**WHEREAS**, at the conclusion of the Settlement Conference, the Parties mutually agreed to settle all claims that were made or could have been made in this Litigation pursuant to the Terms placed on the record at the conclusion of the conference, said Terms being further set forth below;

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings set forth below, the above-named Parties agree to settle this Litigation, including all claims that were made or could have been made therein, as follows:

### **TERMS OF THE AGREEMENT**

A. In consideration for the promises set forth in this Agreement, the Parties, for themselves and on behalf of their agents, employees, officers, directors, trustees, attorneys, assigns, corporate affiliates, partners, owners, successors-in-interest, predecessors-in-interest and anyone claiming under or through them, do hereby mutually release, acquit and forever discharge each other, and their agents, employees, officers, directors, trustees, attorneys, assigns, corporate affiliates, partners, owners, successors-in-interest, predecessors-in-interest, and each of them, of and from any and all claims, demands, sums of money, actions, rights, causes of action, obligations and liabilities of any kind or nature whatsoever, now known or unknown, which the Parties may have had or claimed to have had, now have or claim to have in this Litigation, or hereafter may have or assert to have, arising out of or relating in any way to plaintiff's previous control or operation of the Twins Bar.

B. The Parties do not, by entering into this Agreement, admit to any wrongdoing or liability, and expressly deny any and all allegations of wrongdoing.

C. The Parties agree to execute and be bound by the terms of a Stipulation for Dismissal with Prejudice of this Litigation, a true, correct and unsigned copy of which is attached hereto as **Exhibit A**, which may be filed with the Court by any party upon final execution of this Agreement.

D. The city agrees to deem its prior July 21, 2014 revocation, pursuant to Duluth City Council Resolution 14-0382, of the on-sale intoxicating liquor license in the possession of Wessman Estate, LLC, governing the premises at 501 E. 4<sup>th</sup> Street, Duluth, Minnesota, 55805 (Twins Bar), as a voluntary surrender by Wessman Estate, LLC, of the liquor license back to the administration of the city. The city further agrees to make best efforts to complete redefinition of the previous license revocation through Council action on or before January 24, 2016 (60 days from conclusion of the Parties' Settlement Conference).

E. In consideration for the mutual promises set forth in this Agreement, the city agrees to write off and release plaintiff from amounts due and owing to the city for (a) unpaid food and beverage taxes arising out of, and related to, plaintiff's previous control and operation of the Twins Bar, including but not limited to arrears presently estimated in the amount of \$850.76; and (b) unpaid charges for excessive use of police services under Duluth City Code Ch. 40, Art. III, related to calls for police service to the Twins Bar while under plaintiff's control, including but not limited to charges presently estimated in the amount of \$500.00. In turn, plaintiff agrees to waive and release any and all future claims or applications to the city for a refund of any food and beverage taxes estimated in excess of actual sales or revenues received during plaintiff's control and operation of the Twins Bar. This mutual release is limited solely to city food-and-beverage tax or police service debts or liabilities arising out of, and related to, plaintiff's previous ownership, operation and control of the Twins Bar at 501 E. 4<sup>th</sup> Street, Duluth, Minnesota, 55805, and does not waive or release any other obligations, debts or liabilities of plaintiff Carl Green, Wessman Estate, LLC, or any of their successors or predecessors-in-interest or other corporate affiliates or partners.

F. The Parties agree that each shall bear their own respective costs and fees incurred in connection with this Litigation and the negotiation and execution of this Agreement.

G. The Parties represent that they have had the opportunity to thoroughly discuss all aspects of this Agreement with their respective attorneys, and that they fully understand all of the provisions of the Agreement and are voluntarily entering into this Agreement.

H. This Agreement sets forth the entire agreement between the Parties and supersedes any prior agreements between the Parties pertaining to the subject matter of this Agreement.

I. The Parties agree that this document may be signed and returned via facsimile or email, and that a photocopy, facsimile copy, scanned copy, or email copy shall be deemed an original and may be relied upon and enforced by the Parties. This Mediated Settlement Agreement may also be executed in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

**ACCEPTED AND AGREED BY:**

**Carl Green and Carl Green as Assignee of Wessman Estate, LLC**

\_\_\_\_\_ Date: \_\_\_\_\_  
Carl Green

Approved by Counsel:

\_\_\_\_\_ Date: \_\_\_\_\_  
Daniel J. Cragg  
Eckland & Blando

**Alan Butler, Jr. d/b/a Butler Security**

\_\_\_\_\_  
Alan Butler

Date: \_\_\_\_\_

Approved by Counsel:

\_\_\_\_\_  
Brian R. McCarthy  
McCarthy & Barnes Law Firm

**City of Duluth and all City Defendants**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved by Counsel:

\_\_\_\_\_  
Nathan N. LaCoursiere  
Assistant City Attorney  
City of Duluth

Date: \_\_\_\_\_