

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Patrick Hedican IV,

Case Number: 11-CV-2240 (MJD/JJG)

Plaintiff,

**SETTLEMENT AGREEMENT
AND RELEASE**

vs.

St. Paul Police Department and Officer
Michael Helgoe,

Defendants.

The undersigned, being of lawful age, for the sole consideration of twenty thousand dollars and no cents (\$20,000.00) 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 Officer Michael Helgoe, Officer Andrew Heroux, the St. Paul Police Department, the City of St. Paul and their 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 services, attorney's fees, expenses 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 March 12, 2007 as referenced in Plaintiff's Complaint.

It is understood and agreed that this settlement is the compromise of a doubtful and 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 of the parties hereby released or their representatives or by any physician employed by them.

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

The undersigned agrees that he will be responsible for obtaining a complete discharge of any and all existing or potential liens filed in regard to injuries he received as a result of the March 12, 2007 incident and further agrees that he will satisfy from the proceeds of said settlement all liens that have been made or may be made in the future regarding said incident.

That the undersigned agrees to amend his Complaint by stipulation to substitute the City of St. Paul as Defendant in place of Defendants Michael Helgoe and St. Paul Police Department.

The undersigned has read the foregoing Release and understands it.

Signed, sealed and delivered this ³~~NOV~~ day of November 2012.

Dated: 11/3/2012



Patrick Hedican, IV, Plaintiff