

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Gerald R. Hutchinson,

Case No. 13-cv-137 (DWF/SER)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT
AND RELEASE**

City of Saint Paul,

Defendants.

This Settlement Agreement and Release is made by and between the Plaintiff Gerald Hutchinson and the Defendant City of Saint Paul.

WHEREAS, the Plaintiff filed a civil complaint in this matter alleging that on March 28, 2007, Saint Paul Police Officers violated his constitutional rights by using excessive force when they apprehended and arrested the Plaintiff.

WHEREAS, the City of Saint Paul 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 Saint Paul will issue payment to Gerald Hutchinson and his attorney, Paul Applebaum, in the amount of \$45,000 (forty-five thousand dollars) within a reasonable time following the City Council's approval of this agreement. The payment will be mailed to Andrew Irlbeck, Lawyer, First National Bank Building, 332 Minnesota Street, Suite W-1610, Saint Paul, Minnesota 55101. This payment is in complete satisfaction for all damages, medical liens, costs and attorney's 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 Plaintiff is approached by the media regarding this settlement, the Plaintiff agrees to not negatively characterize this settlement or make any disparaging remarks regarding the City of Saint Paul and its officers 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 Saint Paul, and all of the past and present agents, officers and employees, predecessors, and successors in interest of the City of Saint Paul in their official and individual capacities, of any and all claims for damages, costs and attorney's 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 Saint Paul, and all of the past and present agents, officers, and employees, predecessors, and successors, and successors in interest of the City of Saint

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 Saint Paul from any and all claims for damages, costs and attorney's 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, attorney's 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.

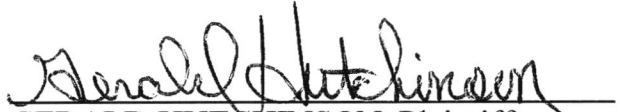
6. The Plaintiff understands and acknowledges that the City of Saint Paul does not admit any wrongdoing, improper action or liability for any of the plaintiff's alleged damages.

7. The parties agree that this Settlement Agreement and Release constitutes all of the agreements and understandings between the Plaintiff and the City of Saint Paul. 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.

10-16-2014

Dated:


GERALD HUTCHINSON, Plaintiff



Subscribed and sworn to before me
on October 16, 2014

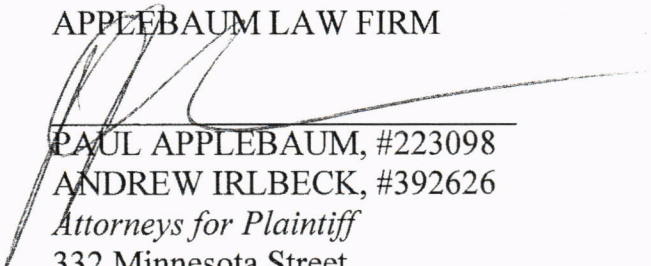
Notary Public





Dated: 10-16-14

APPLEBAUM LAW FIRM



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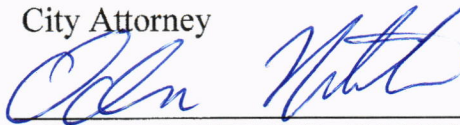
Email: *Paul@applebaumlawfirm.com*

Andrew.irlbeck.esq@gmail.com

Dated: 10-17-14

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