

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Stephen Wolfe,

Case No. 13-CV-686 (DSD/SER)

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

Officers Robert Lokhorst, William  
Everett, and John Does 1-5, in the  
individual and official capacities, and  
the City of St. Paul,

Defendants.

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Plaintiff Stephen Wolfe being of lawful age, for the sole consideration of forty five thousand dollars and no cents (\$45,000.00), does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges Officer Robert Lokhorst, Officer William Everett, 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 October 9, 2011, 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 releases 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.

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 October 9, 2011, 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.

The undersigned and his counsel agree not to comment on the settlement to the media. If the undersigned and his counsel are approached by the media or other third


parties, the undersigned and his counsel agree to state that the case has been resolved to the mutual satisfaction of the undersigned and his counsel and to respond to further inquiries by saying "no comment."

The undersigned agrees to amend his Complaint by stipulation to dismiss Defendants Officers Robert Lockhorst and William Everett with prejudice and to substitute as sole Defendant the City of St. Paul.

The undersigned has read the foregoing Release and understands it.

Dated:

4/2/2014

  
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Stephen Wolfe, Plaintiff