

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Personal Injury

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Israel Viernes Orozco,

Court File No. 62-CV-14-6566

Plaintiff,

vs.

**SETTLEMENT AGREEMENT  
AND RELEASE**

Mellissa Cavalier and City of St. Paul,

Defendants.

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Plaintiff, Israel Viernes Orozco, for the sole consideration of one hundred forty thousand dollars and no cents (\$140,000.00), does hereby release and forever discharge Defendants Mellissa Cavalier, the City of Saint Paul and their employees, heirs, administrators, executors, successors and assigns from any claims, demands, damages, actions and causes of action of whatever kind or nature which he now has or may have or may hereafter have arising out of, or in consequence of, or on account of any damages, losses or injuries to persons or property or both, whether known or unknown, whether developed or undeveloped, apparent and/or latent, anticipated and/or unanticipated resulting or to result from an accident which occurred on or about October 8, 2013, at or near the intersection of Minnehaha Avenue and Arcade Street in the City of Saint Paul, County of Ramsey, State of Minnesota.

It is understood and agreed that this settlement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the

part of the parties herein released, and that Defendants deny liability and intend merely to avoid litigation and buy their peace.

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

Plaintiff agrees the terms of this Settlement Agreement and Release are binding on him and his personal representatives, heirs, successors, and assigns, and further agrees that all attorney liens, medical bills, subrogation claims, hospital liens, Medicare and Medicaid liens or any other liens, including third party providers or health insurance companies, held by any other party claiming a right to reimbursement in regard to the events described in Plaintiff's Complaint, have been paid, will be paid, or will be fully assumed by Plaintiff.

Plaintiff agrees to fully and completely indemnify, save and hold harmless Defendants their employees, heirs, administrators, executors, successors and assigns and all other persons and organizations for any claims for attorney liens, medical bills, subrogation claims, hospital liens, Medicare and Medicaid liens or any other liens, including third party providers or health insurance companies, held by any other party claiming a right to reimbursement in regard to the events described in Plaintiff's Complaint.

Plaintiff acknowledges that final approval of the agreement expressed herein shall be made by the Saint Paul City Council.

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

Dated: 05-27-2015, 2015

ISRAEL VIERNES OROZCO  
Israel Viernes Orozco, Plaintiff

Dated: 05/27, 2015

ROBICHAUD, ANDERSON &  
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