

CCFN060720

**FULL SETTLEMENT AND FINAL RELEASE
OF ALL CLAIMS UNDER §62.67 STATS**

Robert Garcia, in consideration of Twenty Five Thousand Dollars and No Cents (\$25,000.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby forever release and discharge the City of Milwaukee (hereafter referred to as the released party) from any and all claims and causes of action arising under §62.67 Stats, in any way arising out of or related to, an incident which occurred on or about August 9, 2001, at or near 2842 N 35th Street, City and County of Milwaukee, Wisconsin.

This Release by Robert Garcia is also made for and binding upon my heirs, successors and assigns. By this agreement any liability of insurers, predecessors, successors, officers, directors, agents and/or employees of the released party are also released and discharged. Further, any other persons or entities who are or might be liable, even though their identity or involvement in the incident may not be presently known, are fully released and discharged. **Provided, however, Robert Garcia is reserving all claims against his personal automobile insurer, Allstate Insurance Company, for additional uninsured motorist coverage. Robert Garcia is also reserving his right to pursue Worker's Compensation benefits stemming from the above date of injury.**

This Release fully extinguishes all claims and causes of action, against the released party under §62.67 Stats. including but not limited to those for: uninsured motorist benefits; compensatory damages; loss of society, companionship and consortium; punitive damages; costs and fees; attorneys' fees; and statutory damage awards. This Release also fully extinguishes any claims or causes of action under the Wisconsin Uniform Marital Property Act. In making this Release, all rights to bring any other claims against the released party, are fully extinguished.

Robert Garcia further agree to indemnify the released party against any claims which may be made by or on behalf of any child living or to be born for any claims or causes of action including those for loss of care, companionship, protection, services or benefits.

It is understood that the money paid for this unqualified Release is received not only as a full satisfaction for all known and unknown injuries and damages, but also is received for future injuries and damages. The extent of any future injuries and damages is unknown, but it is understood that it may result in a condition substantially different than it is today.

It is understood and agreed that this settlement is a full compromise of a disputed claim, and this settlement, or the payment of money, is not to be construed as an admission of liability by the released party. It is recognized that the released party denies that it is liable for the claimed injuries and damages.

I agree that this release and settlement is not to be construed as a waiver by or an estoppel of the City of Milwaukee to prosecute a subrogation claim against the uninsured motorist, for any property damage to the City of Milwaukee vehicle and for the amount of the payment made to me.

With full knowledge and understanding of the contents of this Release, I voluntarily enter into this settlement and do so without having relied on any statement or representation by the released party, its representatives, or anyone retained by them.

Robert Garcia represents that no portion of this claim has been assigned to anyone else and that no other person or entity has any legal right to pursue this claim or share in the proceeds of the settlement. In making this representation Robert Garcia agrees to indemnify the released party for any money they may have to pay to any other person or entity asserting any claim arising out of or related to any injuries or damages sustained in this incident, including any claims based upon subrogation, derivation or assignment. Also, I will indemnify the released party for all expenses, including attorneys fees, incurred in defending such claims.

I understand that in making this Release I will have no right to make a claim against the released party for more money even if I later become dissatisfied with this settlement for any reason whatsoever.

The statements in this Full Settlement and Final Release are contractual terms, and are not mere recitals. Any questions concerning this Release shall be determined and governed by the terms of this Release and the law of the State of Wisconsin.

I have read this Release, which consists of three pages, and understand that it is a full and complete compromise and full settlement of all claims against the City of Milwaukee.

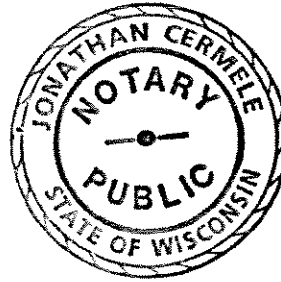
Dated this 15 day of November, 2006.



Robert Garcia

Subscribed and sworn to before me
this 15th day of November, 2006.

NOTARY PUBLIC - State of Wisconsin
My Commission: 12/31/2005



As attorney for Robert Garcia, I have reviewed the terms of this settlement. I consent to this settlement as required by Wisconsin Statute Sec. 757.38.

Dated this 15th day of November 2006.

Jonathon Cermele
Attorney for Robert Garcia