

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

DAVID HACKBART,

Plaintiff,

No. 07-cv-157

vs.

Judge David S. Cercone

THE CITY OF PITTSBURGH, and
SGT. BRIAN ELLEDGE,

Defendants.

GENERAL RELEASE AND SETTLEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT FOR AND IN CONSIDERATION OF the total sum of Fifty Thousand Dollars (\$50,000.00) paid by the City of Pittsburgh (hereinafter the "City"), the receipt of which is hereby acknowledged, I, DAVID HACKBART, by this General Release do on behalf of myself individually, my heirs, executors, administrators, and assigns, (hereinafter "Releasor"), hereby completely release and forever discharge the City, as well as any and all agents, servants or employees of the City and any related, affiliated, or subsidiary entities of the City, and their successors, heirs, executors, administrators, and assigns, insurers, excess insurers and other persons, firms, corporations or other entities, from any and all past, present or future liability, claims, causes of action, damages, costs, record and/or docket costs or filing fees, expenses, obligations or demands of any kind whatsoever, in law or in equity, whether based on a tort, or other theory of recovery, which I ever had against the City, now have, or which I may have in the future or which my successors, assigns, or other interested persons can or may have, arising or which may arise as a result of or

in any way connected with the incident which is the subject of the action filed at Civil Action 07-cv-157, in the United States District Court for Western Pennsylvania, and the consequences thereof, known or unknown, foreseen or unforeseen, or particularly by reason of alleged injuries and any other condition or deficiency as referred to or set forth in any medical report or other document or writing now on file, or produced during the pendency of the action filed in the District Court, together with any and all other claims or damages that arise from or are in any manner related, either by origin or aggravation, to the incident of April 10, 2006, in the City of Pittsburgh, Allegheny County, Pennsylvania, said incident being more fully described in the pleadings and other discovery conducted in the case filed at Civil Action 07-cv-157 and captioned David Hackbart, Plaintiff, vs. The City of Pittsburgh and Sgt. Brian Elledge, Defendants, in the United States District Court for Western Pennsylvania.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED that this General Release and Settlement Agreement shall be a full, binding and complete settlement between the parties. The consideration set forth above is accepted in full and complete satisfaction and discharge of any and all such claims, rights, damages, demands, causes of action or liabilities of any nature whatsoever, including any claims for bodily injury, reimbursement of record and/or docket costs, all claims for surgery, medical care or treatment, past or future, lost time or inability to work, past or future, and any loss, impairment or diminution of income or earning capacity, past or future, resulting from such injuries, or from any and all medical treatments, including hospitalization as an in or outpatient, any doctors' bills, therapy or any other form of medical treatment or services,

and any other rights including, but not limited to, any claims for actual damages, punitive damages, aggravation, inconvenience and attorneys' fees.

The Releasor will further indemnify and forever save harmless the City from all losses and damages because of any and all further claims, demands or actions which may be made by any other defendant, or others, including medical subrogation lien holders, on account of or in any manner resulting from said losses and damages.

IT IS FURTHER ACKNOWLEDGED, AGREED AND UNDERSTOOD that the General Release and Settlement Agreement set forth herein is a general Release and the Releasor expressly waives and assumes the risk of any and all claims or damages which exist as of this date, but of which the undersigned does not know or suspect to exist, which later may develop or be discovered including, but not limited to, future medical treatment of any nature, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect the decision to enter into this General Release and Settlement Agreement.

THE RELEASOR FURTHER AGREES that acceptance of this payment of Fifty Thousand Dollars (\$50,000.00), is a complete compromise of matters involving disputed issues of law and fact and the undersigned assumes the risk that the facts or law may be otherwise than as believed.

IT IS FURTHER UNDERSTOOD AND AGREED that the acceptance of this sum is in full accord and satisfaction of a disputed claim and the payment of this sum is not to be construed as an admission of liability on the part of the City, and liability is hereby expressly denied. Further, this settlement is contingent upon approval by City Council.

IT IS FURTHER UNDERSTOOD AND AGREED that under state law the City may not pay a claim to any person who owes taxes or is otherwise indebted to the City. If there are any municipal claims outstanding against the Releasor, you will be notified. If there are no outstanding claims, the Controller of the City will process the payment described above.

THE RELEASOR FULLY UNDERSTANDS the terms of this General Release and Settlement Agreement and there is no written or oral understanding or agreement directly or indirectly connected with this General Release and Settlement Agreement that is not incorporated herein.

Concurrently with the execution of this General Release and Settlement Agreement, IT IS AGREED that counsel for the Releasor shall file an executed Praecipe to Settle and Discontinue the case filed at Civil Action 07-cv-157 in the United States District Court for the Western District of Pennsylvania. IT IS AGREED AND UNDERSTOOD that the Praecipe shall indicate and provide for the dismissal with prejudice of all claims which were or could have been asserted in connection with the above-noted Civil Action. By the execution of this General Release and Settlement Agreement, the Releasor authorizes his counsel to execute this dismissal on his behalf and thereby authorizes his counsel to file the Praecipe with the Court to be entered as a matter of record.

This Agreement shall be construed that wherever applicable, the use of the singular number shall include the plural number and the masculine gender shall be construed to include the feminine or neuter gender.

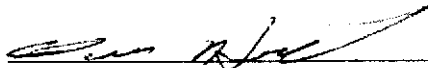
In entering into this General Release and Settlement Agreement, the Releasor represents that he has relied upon the advice of counsel, who is his attorney of choice, and that the terms of this General Release and Settlement Agreement have been completely read and explained by counsel and that those terms are fully understood and voluntarily accepted for the purpose of making a full and final compromise and settlement of my said claim.

As further consideration for the resolution of this lawsuit, defendant, City of Pittsburgh, agrees to adopt a procedure whereby supervising officers review citations for summary offenses written by officers or personnel in the field on a regular basis. The Chief of Police will issue such an order, and/or will provide evidence that such an order has been issued or given, within thirty (30) days of receipt of the Release in this matter.

As further consideration for the resolution of this lawsuit, defendant, City of Pittsburgh, agrees to provide additional training to all officers on the Constitutional rights of an individual to use profane language and gestures. The training will be in the form of a legal update provided to all officers, outlining the relationship between profane language/gestures, the First Amendment, and the Pennsylvania Disorderly Conduct Statute. In addition to the item being provided in the legal update to all officers, it will further be read, at role call, to all officers by their supervisors at one occasion within thirty (30) days of the receipt of the Release in this matter. Further, a legal update will be incorporated into the training materials for all incoming members of the Pittsburgh Police Academy.

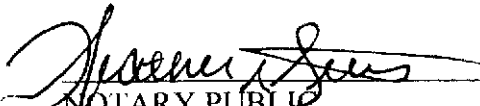
I HAVE READ THE ABOVE, UNDERSTAND THE SAME AND AGREE TO BE LEGALLY BOUND BY ALL THE TERMS OF THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17th day of November, 2009.



David Hackbart

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17 DAY OF November, 2009.



NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather R. Street, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 17, 2013
Member, Pennsylvania Association of Notaries

Michael E. Kennedy, Assistant City Solicitor
City of Pittsburgh
Department of Law
313 City-County Building
Pittsburgh, PA 15219
412-255-2002