



The Baudin Law Group
PO BOX 1678
CRYSTAL LAKE IL 600391678

December 14, 2016

INSURED: DAVID GAGNON
DATE OF LOSS: June 28, 2011
CLAIM NUMBER: 0245281968 SKO

PHONE NUMBER: 888-237-4154
FAX NUMBER: 866-655-9671
OFFICE HOURS: Mon - Fri 8:00 am - 6:30 pm,
Sat 8:00 am - 4:30 pm

YOUR CLIENT: PAUL DULBERG

Dear The Baudin Law Group,

I am pleased that we have been able to settle this claim in an amicable manner. You will find enclosed the release agreement for your client's signature.

Please return a signed original of the enclosed release to my attention.

If a lawsuit had been filed, please forward a properly executed request for dismissal with prejudice directly to the attorney representing our insured.

Please call me at the number below and refer to our claim number if you wish to discuss any aspect of this case, including this letter.

Sincerely,

KAREN O NEIL

KAREN O NEIL
888-237-4154 Ext. 9726754
Allstate Property and Casualty Insurance Company

RELEASE OF ALL CLAIMS

CLAIM # 0245281968

This Indenture Witnesseth that, in consideration of the sum of Three Hundred Thousand dollars (\$300,000.00), receipt whereof is hereby acknowledged, for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge David and Pam Gagnon and Allstate Insurance Company and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act or occurrence up to the present time and particularly on account of all personal injury, disability, property damages, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of an accident that occurred on or about the 28th day of June, 2011, at or near ~~39010 90TH PLACE, GENOA CITY, WI~~ 1016 W. Elder in McHenry, IL. _____

INITIAL HERE

INITIAL HERE

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representations about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby release, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties release, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

I hereby agree that, as a further consideration and inducement for this compromise settlement, that it shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

I further understand that as I admit no liability of any sort by reason of said accident and that said payments and settlements in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representatives might hereafter assert because of said accident.

I further understand that as I may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the accident to each person or organization, release and discharge of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled by the release.

The undersigned expressly covenants and warrants that all Medicare, Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital,

health care provider, medical provider, medical supplier, Medicare or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

(CAUTION-READ BEFORE SIGNING)

SIGNED AND SEALED THIS _____ **DAY OF** _____, _____

Signature (Seal)

Name printed (Seal)

Witnessed by:

STATE OF }
COUNTY OF }

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the persons _____ who executed the foregoing instrument, and acknowledged that they _____ executed the same as their _____ free act and deed.

My commission expires _____

Notary Public