

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

A. WHEREAS, Bashar Awawdeh and Natalie I. Hernandez of Dudley, Massachusetts (“**Claimants**”), acknowledge and agree to the terms and conditions in this Settlement Agreement and Release (“**Release**”);

B. WHEREAS, Town of Exeter, and all its past and present agents, representatives, employers, employees, servants, volunteers, independent contractors, officers, police officers, officials, directors, attorneys, insurers, indemnitors, successors, and assigns, in their individual, business, and official capacities, as well as any other person and/or entity to the extent that such other person and/or entity could be deemed liable, by, through or under them (collectively referred to as “**Respondent**”), is a member of Primex (“**Primex**”);

C. WHEREAS, Claimants and Respondent are collectively referred to herein as “Parties.”

D. WHEREAS, Primex is organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA 5-B; and

E. WHEREAS, Claimants made allegations against Respondent in litigation titled *Awawdeh v. Town of Exeter*, No. 1:18-cv-00852-LM (filed Sept. 25, 2018), all of which are and have been denied and disputed by Respondent (“**Disputed Litigation Allegations**” and/or “**Claims**”); and

F. WHEREAS, pursuant to N.H. RSA 5-B, Primex has investigated and evaluated the Disputed Litigation Allegations; and

G. WHEREAS, Primex decided, based on its own internal business decision-making analysis, to resolve the Disputed Litigation Allegations to avoid further legal expense to Primex; and

H. WHEREAS, Claimants, after an opportunity to consult with their counsel, and being desirous of resolving all claims against Primex and Respondent, knowingly and voluntarily agree to remise, release, discharge, and waive any and all claims, actions, causes of action, suits, administrative charges, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, verdicts, demands, rights, loss of consortium, damages, losses, attorneys' fees, loss of services, costs, expenses, compensation, liabilities and obligations whatsoever, from the beginning of time to the date of this Release, in law or in equity, at common law or under any statute, regulation or law, whether State or Federal, arising out of the Disputed Litigation Allegations and Claims, including but not limited to:

- a. all State and Federal tort and contract claims;
- b. all State and Federal common law rights;
- c. all State and Federal claims for attorney's fees and costs;
- d. all State and Federal claims for exemplary, enhanced, and punitive damages; and
- e. any and all other State and Federal claims.

NOW THEREFORE, in consideration of the terms and conditions contained herein, Claimants acknowledge and agree to the following:

1. General Release of All Claims. Claimants, for their executors, administrators, beneficiaries, or assigns, hereby fully remise, release, and discharge Respondent, Primex and all their past and present agents, representatives, employers, employees, servants, volunteers, independent contractors, officers, police officers, officials, directors, attorneys, insurers, indemnitors, successors, and assigns, in their individual, business, and official capacities, as well as any other person and/or entity to the extent that such other person and/or entity could be deemed liable, by, through or under them (collectively referred to as "**Releasees**"), from any and all Claims (as previously defined in this Release) whatsoever, in law or in equity, which they ever had, now have, or which they can, shall, or may have against Releasees, from the

beginning of time to the date of this Release for, or by reason of, any matter, cause, or thing whatsoever, arising out of the Disputed Litigation Allegations.

2. Non-Admission. This Release and settlement of the Disputed Litigation Allegations is a compromise of disputed claims. Respondent and Releasees expressly deny any and all liability, wrongdoing, and culpability regarding the Claims and Disputed Litigation Allegations.

3. Consideration. Primex will pay \$39,175.00, which includes compensatory damages and attorneys' fees, based on its own business decision, and will make it payable to Claimants' counsel, subject to 1099s, within ten (10) days of the date Claimants have executed this Release.

4. End of Litigation: The parties agree to end the litigation in which the Disputed Litigation Allegations have been brought by Claimant. Accordingly, no later than three (3) days after receipt of payment, Claimant will file a Notice for Voluntary Dismissal With Prejudice under Federal Rule of Civil procedure 41(a)(1)(A)(i) with the United States District Court for the District of New Hampshire, No. 1:18-cv-00852-LM. The form of the Notice of Dismissal to be filed is attached as Exhibit A.

5. Responsibility and Indemnification with respect to Tax Treatment, if any. Claimants acknowledge and agree that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, Claimants shall be solely responsible for all such taxes, penalties, or interest. Further, Claimants will indemnify, defend, and hold Releasees harmless from any claims by any taxing authority against Releasees concerning such taxes, penalties, or interest. Claimants further agree that they will not assert, file or make any claims against Releasees for any such taxes, penalties, or interest they may be compelled to pay

in connection with any disputes with the Internal Revenue Service or other taxing authority.

6. Responsibility and Indemnification with Respect to Related Bills and Liens, if any. Claimants acknowledge and agree to be responsible for any and all related outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to Claimants, if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicaid, Medicare, unemployment compensation, worker's compensation, or any other services or payments made or received, as a result of the Claims. In the event that any such third party asserts any claim against any of the Releasees for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to Claimants by such third party, as a result of the Claims, then Claimants agree to indemnify, defend, and hold harmless the Releasees for any such claims.

7. Waiver/Purpose/Representations. Claimants represent that (a) no party is a prevailing party regarding the Disputed Litigation Allegations; (b) they are not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (c) they waive any such claims of attorneys' fees, interest, and costs; (d) the purpose of this Release is to "*buy peace*" from further dispute and controversy between and among Claimants and Releasees; (e) the consideration herein may or may not fully compensate Claimants for their alleged losses; (f) court approval is not required for any provision of this Release; (g) Claimants have executed this Release with full knowledge of its legal significance; and (h) Claimants have done so to end all Claims and the Disputed Litigation Allegations.

8. Consultation with Counsel. In executing this Release, Claimants acknowledge

that they have been advised to, and have consulted with counsel, and that they have executed this Release knowingly, voluntarily, and without undue influence or duress.

9. Governing Law. This Release shall be enforced in accordance with the laws of the State of New Hampshire. In the event of litigation regarding this Release, Claimants shall expressly submit to the jurisdiction of New Hampshire.

10. Authorizations: The parties have taken all actions and obtained authorizations and consent and approval as are conditions precedent to their authority to enter into this Release, and thus warrant that they are fully authorized to act in accordance with this Release.

11. Severability. Claimants agree that if any provision of this document is deemed invalid or unenforceable, any such provision shall be divisible, and shall not affect in any way the remainder of this document, which shall remain in full force and effect.

06/12/19  
Dated

بشار عواد  
Bashar Awawdeh

06/12/19  
Dated

Natalie I. Hernandez

PRIMEX

6/13/19  
Dated

Mike Ricker, PRIMEX  
Mike Ricker, General Counsel  
Duly Authorized

# **Exhibit A**

**UNITED STATES DISTRICT COURT  
for the  
DISTRICT OF NEW HAMPSHIRE**

**BASHAR AWAWDEH**

**Plaintiff,**

**v.**

**TOWN OF EXETER,**

**Defendant.**

**Case No.: 1:18-cv-00852-LM**

**NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE PURSUANT TO  
F.R.C.P. 41(a)(1)(A)(i) AS TO DEFENDANT TOWN OF EXETER**

Plaintiff hereby provides notice to this Court that Plaintiff's claims against Defendant Town of Exeter are voluntarily dismissed with prejudice pursuant to the Federal Rules of Civil Procedure 41(a)(1)(A)(i).

The parties request that the Clerk of Court now close this case.

Dated: June\_\_, 2019

Respectfully submitted,

BASHAR AWAWEH,

By and through his attorneys with the  
American Civil Liberties Union of New  
Hampshire,

/s/ Gilles R. Bissonnette

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