

SETTLEMENT AGREEMENT AND GENERAL RELEASE

AND NOW, the undersigned, in settlement of their dispute as described herein, hereby mutually covenant and agree as follows:

WHEREAS, Joshua Albert of Manchester, New Hampshire (hereinafter, "Plaintiff") alleges that the City of Manchester/Manchester Police Department, New Hampshire (hereinafter, "Defendant") violated Plaintiff's constitutional rights by arresting Plaintiff on June 19, 2015 and charging him under RSA 644:4(I)(f) ("Claims"), and

WHEREAS, Plaintiff has threatened to file civil litigation against Defendant in New Hampshire concerning the Claims ("Threatened Litigation"); and

WHEREAS, Defendant disputes the Claims and allegations and denies any liability; and

WHEREAS, Plaintiff and Defendant desire to settle the Claims and allegations in the Threatened Litigation to avoid the time and expense of future litigation;

THEREFORE, the parties agree as follows:

1. Consideration: Defendant will provide the following consideration:

A. No later than fourteen (14) days after the execution of this Agreement, Defendant's Police Department will send a written directive to its officers (with a copy to be sent to Plaintiff's counsel) stating as follows:

RSA 644:4(I)(f) (Harassment): This section of the Harassment statute defines as harassment when a person, "with the purpose to annoy or alarm another, having been previously notified that the recipient does not desire further communication, communicates with such person, when the communication is not for a lawful purpose or constitutionally protected." This section has been declared unconstitutional and is unenforceable. See State v. Pierce, 152 N.H. 790 (2005). This section should not be relied upon by officers.

B. Within thirty (30) days after the receipt of a copy of this Agreement

executed by Plaintiff, the Defendant shall pay to Plaintiff the total sum of seventeen thousand five hundred Dollars and No Cents (\$17,500.00), inclusive of all attorney's fees and costs, as follows: (i) \$13,500 to Joshua Albert; (ii) \$3,500 to the American Civil Liberties Union of New Hampshire; and (iii) \$500 to the Law Offices of Martin & Hipple, P.L.L.C. These payments will be mailed to the Law Offices of Martin & Hipple, P.L.L.C, 22 Bridge Street, Suite 3, Concord, New Hampshire 03301.

2. General Release of All Claims by Plaintiff: In exchange for valuable consideration received, Plaintiff—including his heirs, successors, and assigns—hereby fully remises, releases, and discharges Defendant and all its respective agents, representatives, employers, employees, servants, volunteers, independent contractors, 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 whatsoever, in law or in equity, which he ever had, now has, or which he can, shall, or may have against Releasees, from the beginning of time to the date of this Agreement, for any matter, cause, or thing arising out of (i) the Threatened Litigation, and (ii) the Claims.

3. Non-Admission: This Agreement is a compromise of disputed claims. Defendant denies any and all liability, wrongdoing, and culpability regarding the Claims and the Threatened Litigation.

4. Voluntariness of Release: Plaintiff acknowledges that, in exchange for this release, he has received money and other things of value. Plaintiff has had the opportunity to be represented by counsel through the negotiations concerning this Agreement. Plaintiff was given a reasonable period of time within which to consider the Agreement and has accepted its terms.

Plaintiff acknowledges and agrees that no promise or inducement which was not expressed herein has been made to him, and that in executing this Agreement, he does not rely upon statements or representations by Defendant concerning liability or the nature and extent of any damages recoverable under Plaintiff's claims.

5. Waiver/Purpose/Representations: Plaintiff acknowledges, agrees, and represents that (a) Plaintiff is not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (b) Plaintiff waives any such claims of attorneys' fees, interest, and costs; (c) the consideration herein may or may not fully compensate Plaintiff for alleged losses; (d) court approval is not required for any provision of this Agreement; (e) Plaintiff has executed this Agreement with full knowledge of its legal significance; and (f) Plaintiff has done so to resolve all Claims.

6. Responsibility With Respect to Related Taxes: Plaintiff acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, Plaintiff and/or his counsel shall be solely responsible for all such taxes, penalties, or interest. Plaintiff further agrees that he 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 arising out of the Claims and Threatened Litigation.

7. Modification: This Agreement may not be amended or supplemented, and no waiver of, or consent to, or departures from provisions hereof shall be effective unless set forth in a writing signed by all parties.

8. Complete Agreement: It is further agreed and expressly understood that there are no other understandings or agreements, verbal or otherwise, in relation to any matter pertaining

to this Agreement which are not expressly set forth herein.

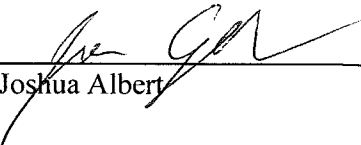
9. Consultation With Counsel: This Agreement has been freely, knowingly, and voluntarily executed by Plaintiff and Defendant after consultation with legal counsel.

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

11. Governing Law: This Agreement shall be enforced in accordance with the laws of the State of New Hampshire. In the event of litigation regarding this Agreement, Plaintiff and Defendant expressly submit to the jurisdiction of New Hampshire.

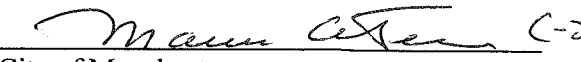
IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has set his hand and signature below.

Date: 4/28/16



Joshua Albert

Date: 5/24/16



City of Manchester
Duly Authorized