

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

A. WHEREAS, Willy Fernando Godoy-Ramirez of Madison, Tennessee (“**Claimant**”), acknowledges and agrees to the terms and conditions in this Settlement Agreement and Release (“**Release**”);

B. WHEREAS, Town of Merrimack, 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, Claimant 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;

E. WHEREAS, Claimant made allegations against Respondent in litigation titled *Godoy-Ramirez v. Town of Merrimack*, No. 1:19-cv-01236-JD (filed Dec. 16, 2019), all of which are and have been denied and disputed by Respondent (“**Disputed Litigation Allegations**” and/or “**Claims**”);

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

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, Claimant, after an opportunity to consult with his counsel, and being desirous of resolving all claims against Primex and Respondent, knowingly and voluntarily agrees 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, Claimant acknowledges and agrees to the following:

1. General Release of All Claims. Claimant, for his executors, administrators, beneficiaries, or assigns, hereby fully remises, releases, and discharges 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 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 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 \$60,000, which includes compensatory damages and attorneys' fees, based on its own business decision, subject to 1099s, within ten (10) days of the date Claimant has 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. 1:19-cv-01236-JD. 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. Claimant acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, Claimant shall be solely responsible for all such taxes, penalties, or interest. Further, Claimant will indemnify, defend, and hold Releasees harmless from any claims by any taxing authority against Releasees concerning such taxes, penalties, or interest. Claimant 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.

6. Responsibility and Indemnification with Respect to Related Bills and Liens, if any. Claimant acknowledges and agrees 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 Claimant, 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 Claimant by such third party, as a result of the Claims, then Claimant agrees to indemnify, defend, and hold harmless the Releasees for any such claims.

7. Waiver/Purpose/Representations. Claimant represents 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 Claimant and Releasees; (e) the consideration herein may or may not fully compensate Claimant for his alleged losses; (f) court approval is not required for any provision of this Release; (g) Claimant has executed this Release with full knowledge of its legal significance; and (h) Claimant has done so to end all Claims and the Disputed Litigation Allegations.

8. Consultation with Counsel. In executing this Release, Claimant acknowledges that he has been advised to, and have consulted with counsel, and that he has 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, Claimant 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. Claimant agrees 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.

Dated

Willy Fernando Godoy-Ramirez

PRIMEX

3/12/20

Dated

*Mike Ricker, General Counsel,
Primex*

Mike Ricker, General Counsel
Duly Authorized

17/03/20

Dated



Willy Fernando Godoy-Ramirez

PRIMEX

Dated

Mike Ricker, General Counsel
Duly Authorized

Exhibit A

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

WILLY FERNANDO GODOY-RAMIREZ

Plaintiff,

v.

TOWN OF MERRIMACK

Defendant.

Case No.: 1:19-cv-01236-JD

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

Plaintiff hereby provides notice to this Court that Plaintiff's claims against Defendant Town of Merrimack 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: March __, 2020

Respectfully submitted,

WILLY FERNANDO GODOY-RAMIREZ,

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

/s/ Gilles R. Bissonnette

Gilles R. Bissonnette (N.H. Bar. No. 265393)

Henry R. Klementowicz (N.H. Bar No. 21177)

SangYeob Kim (N.H. Bar No. 266657)

AMERICAN CIVIL LIBERTIES UNION OF NEW HAMPSHIRE

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