

## GENERAL RELEASE AND SETTLEMENT AGREEMENT

**WHEREAS**, Neil Pineda-Landaverde of Manchester, New Hampshire (hereinafter, “Plaintiff”) alleges that the City of Manchester, New Hampshire, the Manchester Police Department, and employees of the Manchester Police Department (hereinafter collectively referred to as “the City”) violated Plaintiff’s constitutional rights by seizing his phone without a warrant on October 17, 2019 (“Claims”); and

**WHEREAS**, Plaintiff filed a lawsuit against the City captioned as *Pineda-Landaverde v. City of Manchester, et al.*, No. 1:20-cv-00319-LM in the United States District Court for the District of New Hampshire (“Litigation”); and

**WHEREAS**, the City disputes the Claims and allegations; and

**WHEREAS**, the parties have agreed to settle the Claims and allegations in the Litigation to avoid the time and expense of future litigation;

**THEREFORE**, the parties agree as follows:

1. Consideration: Mr. Pineda-Landaverde agrees to accept, and the City agrees to make, payment to him within thirty (30) days after the provision of a copy of this Release and Settlement Agreement (“Agreement”) as well as all other required documentation executed by Plaintiff in the total sum of Twenty Thousand Dollars and No Cents (\$20,000), inclusive of all attorney’s fees and costs, to Lehmann Major List, PLLC (6 Garvins Falls Road, Concord, NH 03301) as counsel for Neil Pineda-Landaverde. Mr. Pineda-Landaverde, the American Civil Liberties Union of New Hampshire, and Lehmann Major List, PLLC will complete and provide separate W-9 forms and the payment will be made subject to Form 1099s to both.

2. End of Litigation: The parties agree to end the Litigation. Accordingly, no later than three (3) days after receipt of payment, the parties will file a Stipulation for Voluntary

Dismissal With Prejudice under Federal Rule of Civil procedure 41(a)(1)(A)(ii) with the United States District Court for the District of New Hampshire, Docket No. 1:20-cv-00319. The form of the Stipulation of Dismissal to be filed is attached as Exhibit A.

3. General Release of All Claims by Plaintiff: Upon receipt of and in exchange for this valuable consideration received, Plaintiff—including his heirs, successors, assigns, and counsel—hereby fully remises, releases, and discharges the City and all its respective agents, representatives, employers, employees, servants, volunteers, independent contractors, police personnel, 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 allegations in the Litigation, and (ii) the Claims.

4. Compromise of Disputed Claims: Plaintiff acknowledges that this Agreement is a compromise of disputed claims.

5. 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 the Releasees concerning liability or the nature and extent of any damages recoverable under Plaintiff’s claims.

6. Waiver/Purpose/Representations: Plaintiff acknowledges, agrees, and represents that (a) Plaintiff, as consideration for this Agreement, releases any claims of attorneys' fees, interest, or costs under any Federal, State, or administrative law or regulation arising out of the allegations in the Litigation and the Claims; (b) the consideration Plaintiff has accepted herein may or may not fully compensate him for alleged losses; (c) court approval is not required for any provision of this Agreement; (d) Plaintiff has executed this Agreement with full knowledge of its legal significance; and (e) Plaintiff has done so to resolve all Claims.

7. 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 Litigation.

8. Responsibility and Indemnification with Respect to Related Bills and Liens, if any: Plaintiff 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 Plaintiff, 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 Plaintiff by such third party, as a result of the Claims, then Plaintiff agrees to indemnify,

defend, and hold harmless the Releasees for any such claims.

9. 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.

10. 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.

11. Severability: The parties 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.

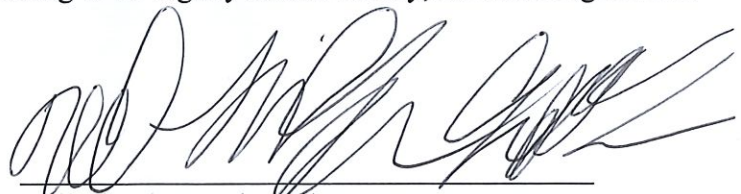
12. Consultation With Counsel: This Agreement has been freely, knowingly, and voluntarily executed by all parties after consultation with legal counsel.

13. 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.

14. 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, the parties expressly submit to the jurisdiction of New Hampshire.

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

Date: 9/1/21

  
Neil Pineda-Landaverde

# Exhibit A

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

**NEIL PINEDA-LANDAVERDE**

**Plaintiff,**

**v.**

**CITY OF MANCHESTER, MATTHEW  
BARTER, JAMES PITTMAN, and  
CONNOR MEFFORD**

**Defendants.**

**Case No.: 1:20-cv-00319-LM**

**STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE PURSUANT TO  
F.R.C.P. 41(a)(1)(A)(ii)**

IT IS HEREBY STIPULATED AND AGREED by and between the parties that all Plaintiff's claims against all defendants are voluntarily dismissed with prejudice and without costs pursuant to the Federal Rules of Civil Procedure 41(a)(1)(A)(ii).

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

Dated: August \_\_\_, 2021

Respectfully submitted,

NEIL PINEDA-LANDAVERDE,

CITY OF MANCHESTER,

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

By its attorney,

/s/ Gilles R. Bissonnette

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