

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, Alfredo Valentin 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 arresting Plaintiff on March 3, 2015 and charging/prosecuting him for criminal wiretapping ("Claims"); and

WHEREAS, Plaintiff filed a lawsuit against the City captioned as *Valentin v. City of Manchester et al.*, No. 1:15-cv-00235-PB (D.N.H. filed June 19, 2015) ("Litigation"); and

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

WHEREAS, Plaintiff and the City desire 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: The City will provide the following consideration: Within thirty (30) days after the receipt of a copy of this Agreement executed by Plaintiff, the City shall pay to Plaintiff the total sum of two hundred seventy-five thousand Dollars and No Cents (\$275,000), inclusive of all attorney's fees and costs. This payment will be mailed to Richard Lehmann, 835 Hanover Street, Suite 301, Manchester NH 03104.

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. No. 1:15-cv-00235-PB.

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 incident referenced in Plaintiff’s October 24, 2016 Second Amended Complaint (Docket No. 46), (ii) the allegations in the Litigation, and (iii) the Claims.

4. Non-Admission: This Agreement is a compromise of disputed claims. The Releasees deny any and all liability, wrongdoing, and culpability regarding the Claims and the allegations in the Litigation.

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) no party is the prevailing party in the Litigation; (b) Plaintiff is not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (c) Plaintiff waives any such claims of attorneys' fees, interest, and costs; (d) the consideration herein may or may not fully compensate Plaintiff for alleged losses; (e) court approval is not required for any provision of this Agreement; (f) Plaintiff has executed this Agreement with full knowledge of its legal significance; and (g) 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: 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.

12. Consultation With Counsel: This Agreement has been freely, knowingly, and voluntarily executed by Plaintiff 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, Plaintiff expressly submits 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: 9/28/2017



Alfredo Valentin

Exhibit A

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

ALFREDO VALENTIN,)	
)	
Plaintiff,)	
)	
v.)	Civil Case. No. 1:15-cv-00235-PB
)	
CITY OF MANCHESTER, et al.)	
)	
Defendants)	
)	

**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 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).

Dated: _____, 2017

Respectfully submitted,

ALFREDO VALENTIN,

CITY OF MANCHESTER, BRIAN
LEVEILLE, and CHRISTOPHER
SANDERS

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

By their attorney,

/s/ Gilles R. Bissonnette

Gilles R. Bissonnette (N.H. Bar. No. 265393)
American Civil Liberties Union of New
Hampshire
18 Low Avenue
Concord, NH 03301
Tel.: 603.224.5591
gilles@aclu-nh.org

/s/ Samantha D. Elliott

Samantha D. Elliott (N.H. Bar No. 17685)
Gallagher, Callahan & Gartrell, P.C.
214 North Main Street
Concord, NH 03301
Tel.: 603.228.1181
elliott@gcglaw.com

Richard J. Lehmann, (N.H. Bar No. 9339)
835 Hanover Street, Suite 301
Manchester, NH 03104
Tel. 603.731.5435
rick@nhlawyer.com