

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

A. **WHEREAS**, Thomas Hurd of Middleton, NH (“Claimant”), acknowledges and agrees to the terms and conditions set forth in this Settlement Agreement and Release of all claims (“Release”);

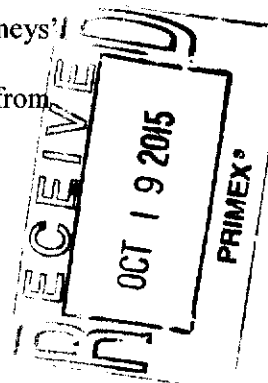
B. **WHEREAS**, Town of Farmington, NH (“Respondent”) is a member of the New Hampshire Public Risk Management Exchange (“Primex”), and Primex is a public entity risk pool organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA 5-B;

C. **WHEREAS**, Claimant asserts a claim of liability against Respondent concerning the alleged use of excessive force against him on or about March 28, 2014, when a Farmington NH police officer responded to an incident involving Respondent (“Claim”);

D. **WHEREAS**, Respondent denies all liability, wrongdoing, and responsibility for the Claim;

E. **WHEREAS**, pursuant to N.H. RSA 5-B, Primex investigated, evaluated, managed, and defended the Claim; and

F. **WHEREAS**, Claimant, after an opportunity to consult with independent counsel, and being desirous of resolving the Claim and all claims against 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, including but not limited to:

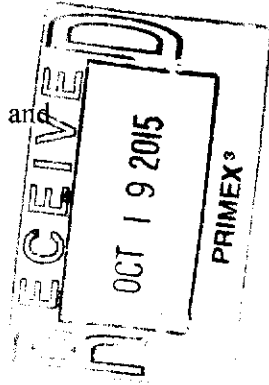
1. all State and Federal civil rights laws, rules, and regulations;
2. all State and Federal tort and contract claims;
3. all State and Federal common law rights;
4. all State and Federal claims for attorney's fees and costs;
5. all State and Federal claims for exemplary, enhanced, and punitive damages; and
6. any and all other State and Federal claims which he ever had, now has, or which his heirs, beneficiaries, administrators, or executors, can, shall, or may have against Releasees (as "Releasees" is defined below) for, or by reason of, any matter, cause or thing whatsoever, including but not limited to past, present, and future bodily injuries, personal injuries, pain and suffering, mental anguish, economic damages, property damages, psychological and/or emotional distress, loss of consortium, attorneys' fees, costs, expenses, or interest, on account of any matters allegedly arising out of, or in any way associated with (1) an alleged excess force incident on or about March 28, 2014; (2) the Claim; and (3) any and all claims that were, or could have been, asserted against Respondent by Claimant.

The claims and liabilities set forth in Paragraph F are hereinafter collectively referred to as "Claims".

G. WHEREAS, the nature, terms, and conditions of this Release constitute information which is privileged and confidential information pertaining to Primex's claim analysis and claim management under N.H. RSA 5-B:7.

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,



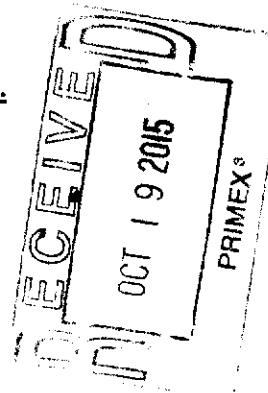
independent contractors, officers, officials, directors, attorneys, insurers, indemnitors, successors, and assigns, in their individual, business, and official capacities, as well as any other person and/or entity to the extent that such other person and/or entity could be deemed liable, by, through or under them (collectively referred to as "Releasees"), from 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, or in any way associated with (1) an alleged incident on March 28, 2014; and (2) the Claims.

2. **Non-Admission.** This Release and settlement is a compromise of the disputed Claims. This Release and settlement is not to be construed, considered, or understood by Claimant, Respondent, Releasees, any news agencies, the general public, or any other person or entity, as an admission of liability, wrongdoing, or culpability on the part of Respondent, or any other person or entity. Respondent and Releasees expressly deny any and all liability, wrongdoing, and culpability.

3. **Consideration.** Primex will provide the following consideration to Claimant on behalf of Respondent within thirty (30) days of the date Claimant has executed this Release:

Primex will forward the sum of Twenty Four Thousand Two Hundred Fifty Dollars (\$24,250) payable to "*Thomas Hurd and Burns, Bryant, Cox, Rockefeller, and Durkin, P.A.*" With respect to the payment, a W9 will be completed by *Burns, Bryant, Cox, Rockefeller, and Durkin, P.A.*

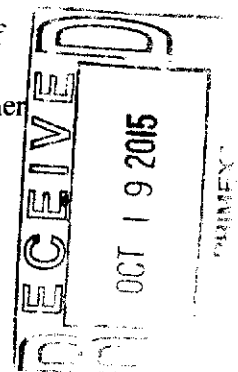
4. **Responsibility and Indemnification with respect to Tax Treatment, if any.** Claimant acknowledges and agrees that should the consideration set forth above, or any part



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 she 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.

5. **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 alleged March 28, 2014 incident or 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 alleged March 28, 2014 incident or Claims, then Claimant agrees to indemnify, defend, and hold harmless the Releasees from any such claim.

6. **Waiver/Purpose/Representations.** Claimant represents that (a) no party is a prevailing party ; (b) he is not entitled to request or be awarded attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation; (c) he waives 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



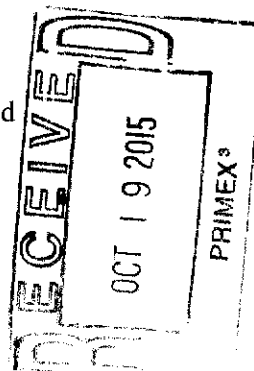
herein may or may not fully compensate Claimant for alleged losses; (f) court approval is not required for any provision of this Release; (g) Claimant has executed this Release with full knowledge of its legal significance; and (h) Claimant has done so to end the Claims.

7. **Confidentiality.** Claimant acknowledges and agrees that this Release may be kept on file at the municipal clerk's office and made available for public inspection, if required by N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI). Except as set forth above, Claimant acknowledges and agrees that this Release and its terms and conditions are otherwise confidential pursuant N.H. RSA 5-B:7. Claimant agrees not to publicly disclose, publish, or otherwise distribute, directly or indirectly, any information concerning this Release, the Claims, or the settlement of the Claims, to any person or entity in the general public, except (1) as required by law; and (2) for specific professional investment planning and tax advice. If any person or entity makes inquiry of Claimant concerning this Release, the Claim, or the settlement of the Claims, Claimant will refer all such inquiries to Scott M. Fogg, Esquire, of Dover, NH; Claimant may respond to any such inquiries with the following, "I have no comment" or "The matter has been resolved."

8. **Consultation with Counsel.** In executing this Release, Claimant acknowledges that he has been advised to, and has 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 expressly submits to the jurisdiction of New Hampshire.

10. **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.

10/15/15
Dated

Thomas Hurd
Thomas Hurd

STATE OF NEW HAMPSHIRE
COUNTY OF

Signed and sworn to (or affirmed) before me on this 15th day of October, 2015, by Thomas Hurd, whose identity was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The following identification documents: _____
(driver's license, passport, other).

Monique White
Notary Public/~~Justice of the Peace~~
MONIQUE WHITE, Notary Public
My Commission Expires: My Commission Expires July 16, 2019

