

APR 11 2024

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

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WHEREAS, Adrienne Beloin (“Claimant”), acknowledges and agrees to the terms and conditions set forth in this Settlement Agreement and Release (“Release”); and

WHEREAS, the City of Manchester, NH (“Respondent”) is self-insured, to which NHRSA 507-B *et. seq.* applies for claims and actions against it; and

WHEREAS, Claimant was employed by the Respondent as Director of Housing Stability and having resigned her employment effective at 5:00pm on April 12, 2024; and

WHEREAS, Claimant and Respondent deny all liability, wrongdoing, and responsibility with regard to Claimant’s employment by Respondent; and

WHEREAS, the Parties desire to compromise, settle, buy complete peace from, and terminate any and all known and unknown disputes, claims, controversies, demands, actions, causes of action, and litigation as exist between them arising from or in any way related to Claimant’s employment and/or separation from employment with the Respondent and any damages, costs, expenses, and/or injuries that she sustained or may sustain as a result thereof, and in order to avoid the nuisance, time, and expense of litigation; and

NOW, THEREFORE, in consideration of the recitals stated above, which are hereby incorporated into this Agreement and made a part hereof, and in consideration of the promises, covenants, agreements, representations, and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

I. **Consideration.** In consideration of the release set forth below, upon receipt of a fully executed release, and provided this release has not been revoked within the parameters set forth in paragraph 7 below, the Respondent on behalf of itself and the Releasees (defined herein) agrees to pay to the Claimant named below the sum of **Fifty-seven thousand sixty-**

four dollars and thirty-five cents (\$57,064.35) on or before April 23, 2024, as outlined below:

A. Alleged Compensatory Damages. A check made payable to Adrienne Beloin in the amount **Twenty-five Thousand Dollars (\$25,000.00)**, as alleged non-wage compensatory damages, for which a 1099 Form will be issued to Adrienne Beloin; and

B. Wages. A check made payable to Adrienne Beloin in the amount of **Twenty-seven thousand sixty-four dollars and thirty-five cents (\$27,064.35)** less all lawful and appropriate income tax withholdings. The Respondent will report such payment minus applicable withholdings to the appropriate taxing authorities on an IRS Form; and

C. Attorneys' Fees and Costs. A check payable to "Backus, Meyer & Branch, LLP" in the amount of **Five thousand dollars (\$5,000.00)**, as attorneys' fees and costs, for which separate 1099 Forms will be issued to Adrienne Beloin and the law firm.

2. **General Release by Claimant.**

In consideration of the payment to be made as described in Paragraph 1 herein and the promises, covenants, agreements, and representations contained herein, Claimant, on behalf of herself, her heirs, representatives, and assigns, fully releases Respondents including but not limited to its predecessors, successors, parent and sister organizations, subsidiaries, divisions, departments, affiliated entities, and their current and former partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, board members, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities, (collectively referred to herein as "Released Parties") from all known and unknown claims, causes of action, suits, litigation, demands, and obligations of every kind, including claims for damages, wages, attorneys' fees and any other

form of relief available at law or in equity, which she has or may have by means of any matter, cause, or thing whatsoever from the beginning of time to the execution date of this Agreement.

Without limiting the generality of the foregoing, this release includes all matters arising out of or in connection with Claimant's employment and/or separation from employment from the City of Manchester from the beginning of time to the execution date of this Agreement, including but not limited to harassment, discrimination, wrongful termination, retaliation, failure to accommodate, defamation, breach of privacy, breach of implied contract, negligence, any rights or claims alleging failure to pay wages pursuant to New Hampshire RSA 275 et seq. and/or any federal wage statutes, intentional infliction of emotional distress, negligent infliction of emotional distress, violation of procedural and substantive due process rights, negligent supervision or retention, assault, battery, conspiracy, unfair labor practices, violation of New Hampshire RSA 354 A, et seq., N.H. R.S.A. 275-E (Whistleblowers Protection Act), the Family and Medical Leave Act of 1993, as amended, the Americans with Disabilities Act of 1990, as amended, the National Labor Relations Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Employee Retirement Income Security Act of 1974, as amended (except for any vested benefits under any tax qualified benefit plan), the Immigration Reform Control Act, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Fair Credit Reporting Act, the Fair Labor Standards Act, as amended, the Occupational Safety and Health Act, as amended, the Equal Pay Act, the Genetic Information Nondiscrimination Act of 2008, the Whistleblower's Protection Act, 42 U.S.C. §1983, New Hampshire Worker's Compensation laws, the Public Employee Freedom of Expression Law (R.S.A. § 98-E), assumpsit under R.S.A. §189, and any and all claims that may be asserted under state or federal statute or common law.

This shall be a full and final release of all claims known and unknown, foreseen and unforeseen, which have accrued to Claimant against Released Parties up to and including the date of her execution of this Agreement, regardless of the adequacy of the compensation or the extent or character of her injuries and/or damages, known or unknown, and is intended to buy peace from any such claims. Claimant expressly acknowledges and assumes all risk, chance, or hazard that any injuries and/or damages resulting from her employment and/or separation from employment with the City of Manchester, may become permanent, progressing, greater, or more extensive than is known, anticipated, or expected.

3. **Non-Admission.** This Release and settlement is a compromise of 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. Claimant, Respondent, and Releasees expressly deny any and all liability, wrongdoing, and culpability regarding the Claims and Litigation. The purpose of this Release is to “buy peace.”

4. **Responsibility and Indemnification with respect to Tax Treatment, if any.** The parties agree that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, each party will be responsible for their respective portion of all such taxes, penalties, or interest. Claimant further agrees that they 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 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.

6. **Resignation, no reinstatement, nor reapplication, no rehire.** Claimant acknowledges and agrees that she waives any right to reinstatement, waives any right to reapply for any position with the City of Manchester, and waives any right to be rehired by the City of Manchester. Claimant acknowledges and agrees that if she applies for employment with the City of Manchester, the City has no duty to and may refuse to consider her for re-hire pursuant to this Agreement and without liability.

7. **Age Discrimination in Employment Act Acknowledgment.** Adrienne Beloin knowingly, voluntarily, and specifically waives all rights under the federal Age Discrimination in Employment Act ("ADEA") as amended by the Older Workers Benefits Protection Act ("OWBPA") arising out of or in connection with her employment and/or separation from employment with the City of Manchester from the beginning of time to the date of her execution of this Agreement. The Parties acknowledge that this Agreement does not apply to any claim for events arising after the execution of this Agreement. Claimant acknowledges that she has read and understands this Agreement or has had the Agreement read to her by a person of her

choosing. Claimant further acknowledges that this Agreement provides her with consideration beyond that to which she may otherwise be entitled. In addition, Claimant acknowledges that this Agreement is not induced by any representation or promise made by any Party hereby released or their representatives other than the terms specifically recited in this document. This Agreement specifically advises, and Claimant specifically acknowledges, that she was provided with up to twenty-one (21) days to review the contents of this Agreement with an attorney prior to signing the Agreement. The Parties agree that this Agreement will not become effective or enforceable until the expiration of a period of seven (7) days following the execution of the Agreement by Claimant, during which period she may revoke her consent by delivering a letter to legal counsel: Dona Feeney, Esquire, 95 North State Street, Ste. #5, Concord, NH 03301, said letter to be delivered on or before midnight of the seventh day following its execution. If the Agreement is not revoked during this seven (7) day period, this Agreement shall be irrevocable, and the business day following the expiration of the revocation period shall be deemed the Effective Date of the Agreement.

8. **Public Record: N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI)**. Claimant acknowledges and agrees that this Release will be kept on file at the City clerk's office and made available for public inspection, as required by N.H. RSA 507:17 and N.H. RSA 91-A:4 (VI).

8. **Modification**. This Release 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/Release**. 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 Release which are not expressly set forth herein. Claimant acknowledges and agrees that no promise or inducement which was not expressed herein has been made to them, and that in executing this Release, they do not rely upon statements or representations by Respondents concerning liability or the nature and extent of any damages recoverable under Claimant's claims.

11. **Consultation with Counsel.** In executing this Release, Claimant acknowledges that they have been advised to, and have consulted with their counsel, and that they have executed this Release knowingly, voluntarily, and without undue influence or duress.

12. **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.

[signature page to follow]

IN WITNESS WHEREOF, Adrienne Beloin has executed this Agreement voluntarily and knowingly, under seal.

Dated: 4/11/2024



Adrienne Beloin

Then personally appeared the above-named _____, and acknowledged the foregoing to be her free act and deed before me.

Dated:

Print name: _____

Notary Public/Justice of the Peace

My Commission Expires: _____