

STATE OF VERMONT
SUPERIOR COURT
CIVIL DIVISION

GREGORY BOMBARD,

Plaintiff,

v.

JAY RIGGEN, Vermont State Police
Trooper, and STATE OF VERMONT,

Defendants.

Washington Unit
Docket No. 21-CV-176

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is entered into by and between Gregory Bombard (“Plaintiff”), on the one hand, and Jay Riggen, a Vermont State Police Sergeant, in his individual capacity, and the State of Vermont (“Defendants”), on the other hand.

DEFINITIONS

As used in this Agreement:

“Defendants” includes the State of Vermont, any and all of the State of Vermont’s past, present, and future departments, administrators, employees, agents, insurers, reinsurers, claims adjusters, and attorneys; and Jay Riggen, himself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Jay Riggen.

“Plaintiff” includes Gregory Bombard, himself, heirs, assigns, executors, administrators, agents, attorneys, representatives, and all other persons or entities claiming through Gregory Bombard.

“FIRE” is the Foundation for Individual Rights and Expression, a nonprofit organization and counsel for Mr. Bombard.

“ACLU” is the ACLU Foundation of Vermont, a nonprofit organization and counsel for Mr. Bombard.

RECITALS

WHEREAS, Plaintiff filed a lawsuit against Defendants in Vermont Superior Court captioned *Gregory Bombard v. Jay Rikken, Vermont State Police Trooper, and State of Vermont*, Case No. 21-CV-176 (the “Lawsuit”);

WHEREAS, Plaintiff alleged in the Lawsuit that Defendants violated his rights, under the First and Fourth Amendments to the United States Constitution, Articles 11 and 13 of the Vermont Constitution, and the tort of false arrest, by unlawfully stopping his vehicle twice and then arresting him, towing his vehicle, jailing him, and citing him, all in retaliation for protected speech;

WHEREAS, after the filing of the Lawsuit, Vermont State Police issued Plaintiff a citation on December 25, 2023, that was subsequently dropped (the “Christmas Day Citation”), which Plaintiff believes further violated his constitutional rights and could be the basis of additional claims.

WHEREAS, Plaintiff and Defendants wish to resolve all disputes and claims raised in the Lawsuit and any potential claims that could be raised concerning the Christmas Day Citation;

WHEREAS, Defendants do not admit the allegations in the Lawsuit or any liability arising from those allegations or from the Christmas Day Citation and Defendant State of Vermont makes the Payment referenced herein in compromise of disputed claims;

WHEREAS, Plaintiff covenants that he has not assigned, transferred, or subrogated any portion of any claim that he has asserted or could have asserted in the Lawsuit or concerning the Christmas Day Citation; and

WHEREAS, for and in consideration of the promises set forth herein, the adequacy and sufficiency of which are hereby acknowledged, Plaintiff and Defendants now compromise and settle the Lawsuit and any potential claims based on the Christmas Day Citation under the terms providing in this Agreement. The foregoing recitals are a substantive part of this Agreement.

I. CONSIDERATION AND RELEASE OF CLAIMS

(A) **Damages, Attorneys’ Fees, and Costs:** For and in consideration of Plaintiff’s promises and obligations under this Agreement, the State of Vermont agrees to pay the gross sum of \$175,000.00 (one-hundred seventy-five thousand dollars and zero cents) (the “Payment”) by check payable to the ACLU Foundation of Vermont IOLTA in trust for Gregory Bombard. Of the Payment, \$100,000.00 (one-hundred thousand dollars and zero cents) is to be paid to Gregory Bombard and

\$75,000.00 (seventy-five thousand dollars and zero cents) is to be paid to the ACLU and FIRE. Upon execution of this Agreement, Plaintiff and ACLU will promptly provide Defendant State of Vermont IRS Forms W-9 or other suitable written communication providing their tax identification numbers. The Payment shall be made in accordance with Section III(A) of this Agreement.

(B) **Dismissal of the Lawsuit:** For and in consideration of the parties promises and obligations under this Agreement, Plaintiff agrees to dismiss with prejudice all claims asserted in the Lawsuit or that could have been asserted in the Lawsuit in accordance with the process set forth in this Agreement.

(C) **Release by Plaintiff:** For and in consideration of the parties' promises and obligations under this Agreement, Plaintiff hereby releases and forever discharges any and all Claims against the Defendants arising out of or relating to the Lawsuit or the Christmas Day Citation, both past and present, occurring on or before the Effective Date of this Agreement, known and unknown, foreseen and unforeseen. For purposes of the Releases herein, "Claims" means any debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, losses, expenses (including attorneys' fees and costs incurred), rights under any and all federal and state laws, and any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity. This Release does not bar action necessary to enforce the terms of this Agreement.

(D) **Release by Defendants:** For and in consideration of the parties promises and obligations under this Agreement, Defendants hereby release and forever discharge any and all Claims against Plaintiff arising out of or relating to the Lawsuit or the Christmas Day Citation, both past and present, occurring on or before the Effective Date of this Agreement, known and unknown, foreseen and unforeseen. For purposes of the Releases herein, "Claims" means any debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, losses, expenses (including attorneys' fees and costs incurred), rights under any and all federal and state laws, and any and all claims, demands, and liabilities whatsoever of every name and nature, both in law and in equity. This provision does not bar action necessary to enforce the terms of this Agreement.

II. COOPERATION OF THE PARTIES

(A) Plaintiff and Defendants agree to cooperate fully, to execute any documents necessary to effectuate this Agreement, and to take such additional actions that reasonably may be necessary or appropriate to give force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms. Each party shall bear his, her, or its own attorneys' fees, costs, and expenses arising from the negotiation, preparation, and implementation of this Agreement, other than

any fees or costs necessary to enforce this Agreement as identified in Section VI(A) and those attorneys' fees and costs identified in Section I(A).

(B) Plaintiff and Defendants represent and certify that they each have full authority to sign this Agreement, and that no further approvals or consents by any other persons or entities are necessary for Plaintiff and Defendants to enter this Agreement and fulfill the conditions herein.

III. EFFECTIVE DATE OF AGREEMENT AND TIME FOR PAYMENT

This Agreement shall be effective after it is signed by all parties ("Effective Date").

(A) Within ten (10) business days of the Effective Date, Defendants or their agent or insurer shall mail, via overnight Federal Express with tracking information provided to Plaintiffs' counsel by email to lernst@acluvt.org, the Payment check described in this Agreement to Lia Ernst at an address to be provided.

(B) Within ten (10) business days after the receipt of the Payment check, Plaintiff shall file the agreed-upon Stipulation of Voluntary Dismissal, attached as Exhibit A, in the action.

IV. NO PENDING LITIGATION

Plaintiff represents and confirms that, as of the date of his execution of this Agreement, other than the Lawsuit, he has not filed or otherwise initiated any lawsuit, complaint, charge, appeal, or other proceeding against any of the Defendants in any local, state, or federal court or with any other governmental agency based upon events occurring prior to the date of this Agreement. To the extent permitted by law, Plaintiff expressly waives any right to damages awarded by any governmental agency or court relating to any claims that are released by this Agreement.

V. TREATMENT FOR PURPOSES OF TAXATION

Gregory Bombard agrees and understands that Defendants have made no representations or guarantees regarding the proper tax treatment of the Payment set forth in this Agreement. Gregory Bombard assumes full and sole responsibility to any federal, state, or local taxing authority for any tax consequences, including interest, penalties, damages, or expenses, regarding income or other taxes arising out of the Payment. Gregory Bombard agrees and understands that the treatment of payments under this Agreement by governmental taxing authorities has no bearing on the validity of this Agreement.

VI. MISCELLANEOUS

(A) Any dispute related to the meaning or enforcement of this Agreement shall be brought in Vermont Superior Court. Vermont law shall govern the validity and interpretation of this Agreement insofar as federal law does not control. If any action at law or in equity is necessary by Plaintiff to enforce this Agreement, Plaintiff shall be entitled to reasonable attorneys' fees and costs necessary to bring such action.

(B) This Agreement contains the entire understanding between Plaintiff and Defendants. This Agreement supersedes any prior written or oral agreements. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Plaintiff, on the one hand, and an authorized agent for Defendants, on the other. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any party hereto that are not embodied in this Agreement, and no party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth.

(C) All the terms, provisions, conditions, covenants, warranties, recitals, and statements of intention in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by Plaintiff and Defendants.

(D) If any single paragraph or clause of this Agreement should be found unenforceable, invalid, or illegal, it shall be severed, and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.

(E) Nothing in this Agreement prohibits either party from complying with any state or federal law.

(F) Any headings or subheadings used herein are for reference purposes only and do not affect the substantive provisions of the Agreement.

(G) The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

(H) A copy of this Agreement may be executed in duplicate originals. Any required signatures or acknowledgements communicated by facsimile transmission or PDF (portable document format) are as effective as the originals thereof.

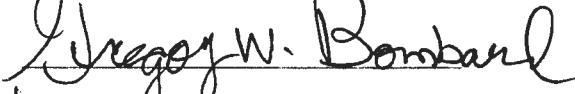
(I) Plaintiff hereby represents and certifies that he has entered into this Agreement knowingly and voluntarily. Plaintiff certifies that he (i) has carefully read all of this Agreement and understand its provisions; (ii) has been advised to consult with an attorney of his choice before signing this Agreement and in fact has had an

opportunity to consult with legal counsel; (iii) has not been influenced to sign this Agreement by any statement or representation by Defendants or their attorneys that is not contained in this written Agreement; and (iv) has been given a reasonable amount of time to review this Agreement and to decide whether to sign it.

(J) Defendants hereby represent and certify that they have entered into this Agreement knowingly and voluntarily. Defendants certify that they (i) have carefully read all of this Agreement and understand its provisions; (ii) have been advised to consult with an attorney of their choice before signing this Agreement and in fact have had an opportunity to consult with legal counsel; (iii) have not been influenced to sign this Agreement by any statement or representation by Plaintiff or his attorneys that is not contained in this written Agreement; and (iv) have been given a reasonable amount of time to review this Agreement and to decide whether to sign it.

ACCEPTED and AGREED TO on the date stated below:

GREGORY BOMBARD


6-12-2024

Date:

STATE OF VERMONT


By _____

SOV ORM

Its:

6/7/24
Date:

SERGEANT JAY RIGGEN



06/07/2024
Date: