

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

A. WHEREAS, Bethany Scaer of Nashua, New Hampshire (“**Claimant**”), the Kearsarge Regional School Board (“**KRSB**”), Kearsarge Regional School District (SAU #65), and KRSB Chair Alison V. Mastin (“**Respondents**”) acknowledge and agree to the terms and conditions set forth in this Settlement Agreement and Release (“**Agreement**”); and

B. WHEREAS, Claimant asserted claims against Respondents that are pending in the case entitled *Bethany R. Scaer v. Alison V. Mastin, et al.*, USDC-NH Docket No. 25-cv-00183-JL-TSM (“**Litigation**”), including but not limited to claims that the Respondents had improperly adopted and enforced a “no derogatory comments” policy, which barred public commenters from speaking “derogatorily about anyone or anything,” during the public comment portion of Board meetings; and

C. WHEREAS, at KRSB’s August 29, 2024 meeting, KRSB enforced its “no derogatory comments” policy against Claimant after Claimant pointed at a student present, commented on the student’s physique, and called that student a “tall boy”—which KRSB’s Chair deemed to be improper and in violation of the “no derogatory comments” policy; and

D. WHEREAS, Respondents deny liability or wrongdoing; and

E. WHEREAS, the Parties have reached a resolution of the claims in manner that satisfies each of them;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Parties acknowledge and agree to the following:

1. **Agreement regarding Board Policies.** Respondents agree that any policy or practice prohibiting public commentators from speaking derogatorily at Board meetings will be repealed effective upon the execution of this Agreement. During the public comment period of future Board meetings, Respondents agree that they will not discriminate against speakers on the basis of viewpoint, selectively enforce policies against speakers on the basis of viewpoint, or prohibit

comments simply because those comments are deemed derogatory, demeaning, or otherwise offensive. Nothing in this Agreement shall be construed to affect KRSB's ability to otherwise enforce Policy BEDH in a reasonable and viewpoint neutral manner or its ability in the future to adopt additional policies or practices that may have the impact of limiting public input, subject to any applicable First Amendment restrictions.

2. **General Release of All Claims by Claimant.** Claimant, for herself and her respective executors, administrators, beneficiaries, or assigns, hereby fully remise, release, and discharge Respondents, Primex, and all their agents, representatives, employees, board members, 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 ("**Releasees**"), from any and all **Claims**, as defined hereafter, whatsoever, in law or in equity, which she ever had, now has, or which she can, shall, or may have against the Releasees, asserted in the Litigation or arising from the same conduct, transaction, or occurrence that is the subject of the Litigation. These releases do not extend to claims, causes of action, demands, liabilities, expenses and damages that arise out of any breach of this Agreement.

3. "**Claims**" is defined to include all 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 Agreement, in law or in equity, at common law or under any statute, regulation or law, whether State or Federal, including but not limited to:

- a. all State and Federal employment and civil rights laws, rules, and regulations;
- b. all State and Federal tort and contract claims;

- c. all State and Federal common law rights;
- d. all State and Federal claims for attorney's fees and costs; and
- e. any and all other State and Federal claims which she ever had, now has, or which her heirs, beneficiaries, administrators, or executors, can, shall, or may have against the Respondents 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) the Litigation; or (2) any and all claims arising from the same conduct, transaction, or occurrence that is the subject of the Litigation.

4. **Consideration.** Consideration will be provided to Claimant as follows:

- A. Claimant's Counsel will provide Respondents' counsel with a signed W-9 form from their firms and Claimant tax identification numbers;
- B. Primex will pay on behalf of Respondents the sum of Seventeen dollars and Ninety-One cents (\$17.91) to Bethany Scaer; and
- C. Primex will pay Claimant's Counsel reasonable Attorneys' Fees in an amount of thirty-three thousand dollars (\$33,000).

5. **Payments.** Payments will be made as follows:

- A. Primex shall issue a payment made payable to "Bethany Scaer," in the sum of \$17.91 (Seventeen Dollars and Ninety-One Cents) via check delivered to:

Nathan Ristuccia
INSTITUTE FOR FREE SPEECH
1150 Connecticut Avenue, N.W., Suite 801
Washington, DC 20036

- B. Primex shall issue a payment made payable to "INSTITUTE FOR FREE SPEECH," in the sum of thirty-three thousand dollars (\$33,000) via check delivered to:

Nathan Ristuccia
INSTITUTE FOR FREE SPEECH
1150 Connecticut Avenue, N.W., Suite 801
Washington, DC 20036

- C. Respondents agree that payments described herein shall be issued within fifteen (15) days of the Effective Date of this Agreement.

6. **Waiver/Purpose/Representations.** Claimant acknowledges, agrees, and represents the

following:

(a) Claimant authorizes her counsel to take all necessary steps to dismiss the Litigation. Within seven (7) calendar days of all checks clearing, Claimant's Counsel will file with the U.S. District Court for the District of New Hampshire a Stipulation of Dismissal of all claims against Respondents in the Litigation;

(b) Claimant agrees not to seek attorneys' fees, interest or costs under any Federal, State, or administrative law or regulation except as provided in this Agreement;

(c) the purpose of this Release is to "buy peace" from further dispute and controversy between and among Claimant and Respondents concerning this Litigation;

(d) the consideration herein may or may not fully compensate Claimant for her alleged losses;

(e) court approval is not required for any provision of this Release; and

(f) Claimant has executed this Release with full knowledge of its legal significance.

7. **Non-Admission.** This Release and settlement of the Litigation is a compromise of disputed claims. This Release and settlement of the Litigation is not an admission of liability, wrongdoing, or culpability on the part of Respondents, or any other person or entity. Respondents expressly deny any and all liability, wrongdoing, and culpability regarding the Claims and Litigation.

8. **Consultation with Counsel.** In executing this Release, Claimant acknowledges that she has been advised to, and has, consulted with counsel, and that she 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 without regard to principles of conflicts of law. Claimant and Respondents agree that New Hampshire courts shall have exclusive jurisdiction over all disputes and controversies arising out of this Settlement Agreement, and any claim for relief and other legal proceeding to interpret or enforce the respective rights of the Parties must be filed in New Hampshire state court or the U.S. District Court for the District of New Hampshire.

10. **Entirety of Contract.** This Agreement, consisting of eight (8) pages represents the entire and integrated Agreement between the Claimant and Respondents and supersedes all prior

negotiations, representations, and agreements, whether written or oral.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have set their hands and signatures below.

9/5/2025
Dated

Bethany R. Scaer
Bethany R. Scaer

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

Signed and sworn to (or affirmed) before me on this 5th day of September 2025, by **Bethany R. Scaer**, 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 oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
a. The following identification documents
b. driver's license
c. passport
d. other _____



[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 05/04/2027

Dated September 9, 2025

Alison Mastin
Kearsarge Regional School Board
By its duly authorized Representative:

Alison Mastin

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed and sworn to (or affirmed) before me on this 9th day of September 2025, by **Kearsarge Regional School Board**, 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 oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
a. The following identification documents
b. driver's license
c. passport
d. other _____

Doreen M. Salera
Notary Public/Justice of the Peace
My Commission Expires: _____

DOREEN M. SALERA
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 27, 2026

September 9, 2025
Dated

Alison Mastin
Kearsarge Regional School District
(SAU #65)
By its duly authorized Representative:

Alison Mast

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed and sworn to (or affirmed) before me on this 9th day of September 2025, by **Kearsarge Regional School District (SAU #65)**, 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 oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
a. The following identification documents
b. driver's license
c. passport
d. other _____

Doreen M. Salera

Notary Public/Justice of the Peace

My Commission Expires: 10/27/26

DOREEN M. SALERA
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 27, 2026

9/9/25
Dated

Alison Mastin
Alison Mastin

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

Signed and sworn to (or affirmed) before me on this 9 day of September 2025, by **Alison Mastin**, 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 oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
a. The following identification documents
b. driver's license
c. passport
d. other _____

Doreen M. Salera
Notary Public/Justice of the Peace
My Commission Expires: _____

DOREEN M. SALERA
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 27, 2026