

## RELEASE OF ALL CLAIMS

I, Mack Blackie, for myself, my heirs, personal representatives and assigns (hereinafter collectively referred to as "Releasor"), in consideration of the sum of five hundred and fifty thousand dollars (\$550,000.00) (the "Settlement Amount") to be paid by the City of Woonsocket through its insurance provider, the Rhode Island Interlocal Risk Management Trust, which shall be paid and allocated in two separate checks as follows: 1) a check for compensatory damages made payable to "Mack Blackie" in the amount of \$465,425.33; and 2) a check for attorneys' fees and costs made payable to "Sinapi Law Associates, Ltd." in the amount of \$84,574.67, do hereby remise, release and forever discharge Timothy Hammond, individually and in his official capacity as a police officer in the City of Woonsocket Police Department and the City of Woonsocket by and through its Treasurer, Sue-Ellen Beals, The Rhode Island Interlocal Risk Management Trust, and all of the above affiliates, officers, former and current employees, agents, successors and or assigns (hereinafter collectively referred to as "Releasees") from the following, which are hereinafter collectively referred to as the "Released Claims": all claims, actions, causes of actions, grievances, arbitrations, suits, proceedings, debts, controversies, agreements, attorneys' fees, judgments and demands whosoever, in law or equity, which Releasor ever had, now has, or shall have as of the date of this Release of All Claims, on account of all personal injury, disability, property damages, loss or damages of any kind sustained or that may hereafter be sustained, in consequence of incidences and injuries that occurred during and thereafter the approximate date of August 22, 2022 in or about Woonsocket, Rhode Island, and in consequence of any and all actions which are the subject of the pending action in the United States District Court for the District of Rhode Island, entitled "*Mack Blackie v. Timothy Hammond, individually and in his official capacity as a police officer in the City of Woonsocket Police Department and the City of Woonsocket by and through its Treasurer, Sue-Ellen Beals, C.A. No. 1:24-cv-00423 (the "Action")*". This release includes all claims made by the Plaintiff/Releasor within the Action. This Release of Claims is contingent upon Releasor, by and through his legal counsel, receiving the Settlement Amount within thirty (30) calendar days of the date of Releasor's execution of this Release.

Releasor agrees to dismiss the Action with prejudice within ten (10) calendar days after the Settlement Amount has been delivered to Releasor's legal counsel by filing a Stipulation of Dismissal with Prejudice in the form attached hereto as Exhibit A.

To procure payment of the said sum, Releasor acknowledges and declares: that I am more than 18 years of age; that no representation about the nature and extent of said injuries, disabilities or damages made by any physician, attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties released, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and recovery therefrom uncertain and indefinite, so that consequences not now anticipated may result from the said incident.

The Releasor acknowledges that he understands that if he has received any benefits, at any time, known or unknown, from Medicare, Medicaid, Medicare Advantage Plan (MAP), or Part D plan, for any injuries or conditions related to the claimed injury in this settlement, Releasor must contact Centers for Medicare and Medicaid Services (CMS) and the Rhode Island Executive Office of Health and Human Services (EOHHS), MAP, and/or Part D plan to resolve any lien or claim that may exist against the proceeds of this settlement. The Releasor acknowledges that any and all known liens or potential liens involving CMS, Medicare, Medicaid, MAP, Part D plan, EOHHS, the Internal Revenue Service, child support enforcement, or other agencies of federal, state or local governments have been revealed to the Releasees and Releasor agrees to indemnify and hold harmless Releasees against any and all such liens; provided that the Releasor is first given notice and an opportunity to settle or defend against any claim, lien, or other matter giving rise to a purported obligation to indemnify hereunder.

In agreeing to this Release of All Claims, considerable attention has been made to Releasor's entitlement to Social Security disability benefits pursuant to 42 U.S.C. § 423, the receipt of Medicare or Medicaid benefits under 42 U.S.C. § 1395y, and benefits received from a MAP or Part D plan, as well as the entitlement of CMS and/or EOHHS to subrogation and intervention, pursuant to 42 U.S.C. § 1395y(b)(2), and/or R.I. Gen. Laws § 40-8-15 as well as the potential of a private right of action for the recovery of any payments pursuant to 42 U.S.C. § 1395y(b)(3)(A) to recover any overpayment made by Medicare, Medicaid, MAP, or Part D plan. It is not the intent of this Release of All Claims to shift to Medicare, Medicaid, MAP or Part D plan the responsibility for payment of medical expenses for the treatment of injury related conditions. Instead, this Release of All Claims is intended to provide Releasor a lump sum which will foreclose the Releasees' responsibility for future payments of all injury related medical expenses. In further consideration for the payment of the Settlement Amount, Releasor herein agrees to waive, and not to assign to any person, corporation or legal entity, any private right of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) against Releasees.

Releasor affirms that he is not Medicare eligible and does not have any expectation of becoming a Medicare beneficiary, for any reason, within the date of this settlement. Releasor acknowledges that he has been advised and is aware that should he become a Medicare beneficiary within the date of this settlement, CMS (Medicare) may require the claimant to expend up to the entire Settlement Amount on Medicare-covered expenses related to any claimed injury in this settlement before Medicare will provide coverage for the injury. Releasor voluntarily accepts this risk and waives any claims against the Releasees should Medicare take such action including, but not limited to a Private Cause of Action against the Releasees under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC § 1395y(b)(3)(A).

Releasor further agrees to defend, indemnify, and hold harmless Releasees from any *bona fide* claim, demand, or action made by any party against Releasees relating to or arising out of any injuries or damages alleged to have been sustained as a result of this incident, whether by liens, subrogation, assignment, or otherwise; claims for payments of any costs for medical services provided to Releasor in relation to this incident; claims or actions by treating physicians for

payment for services rendered; claims for attorney's liens, statutory liens, Medicare, Medicaid, Social Security, or any governmental assistance program, liens, or assignments, including, but not limited to, claims or demands to recover or recoup Medicare benefits or loss of Medicare benefits, or for any recovery sought by Medicare, including past, present, and future conditional payments provided that the Releasor is first given notice and an opportunity to settle or defend against any claim, lien, or other matter giving rise to a purported obligation to indemnify hereunder.

It is expressly agreed and understood that no obligation of Releasor to indemnify hereunder shall apply to any claims for payment of any costs for medical services provided to Releasor in relation to this incident while in the custody of the Releasing Parties, if any.

The Parties, on their behalf and on behalf of the Releasing Parties, expressly acknowledge that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is their intention to completely, fully, finally and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts.

Releasor acknowledges and understands that the parties hereby released admit no liability of any sort by reason of said incident and that said payments and settlements in compromise are made to terminate further controversy respecting all claims for damages heretofore asserted or that may be asserted by Releasor because of said incident.

This Release of All Claims contains the entire agreement and the parties hereto, the terms of which are contractual and not a mere recital.

The Releasor further states that he has read the foregoing, that he knows the contents thereof and that he signs the same as his free act and deed.

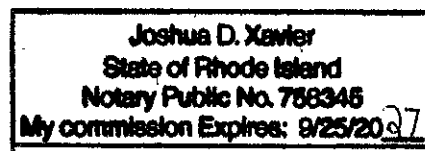
Mack Blackie  
Mack Blackie

STATE OF RHODE ISLAND  
COUNTY OF Providence

On this 22nd day of July, 2025, before me personally appeared to me, known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public: Joshua Xavier

My commission expires: September 25, 2027



**EXHIBIT A**  
**UNITED STATES DISTRICT COURT**  
**FOR THE DISTRICT OF RHODE ISLAND**

MACK BLACKIE  
*Plaintiff,*

v.

TIMOTHY HAMMOND, alias, individually  
and in his official capacity as a police officer  
in the City of Woonsocket Police  
Department; and THE CITY OF  
WOONSOCKET, by and through its  
Treasurer, Sue-Ellen Beals, alias  
*Defendants*

C.A. No.: 1:24-cv-00423-MRD-AEM

**STIPULATION OF DISMISSAL WITH PREJUDICE**

It is hereby agreed by and between the parties pursuant to Fed. R. Civ. P.41(a)(1)(A)(ii),  
by their undersigned counsel, that the following shall enter:

1. The Complaint is hereby dismissed with prejudice against the Defendants; each party to  
bear his or their own costs.
2. The Court finds that the sharing of the tribunal-approved award with the American Civil  
Liberties Union Foundation of Rhode Island is consistent with this Court's decision in *Inmates of  
the RI Training School v. Martinez*, 465 F.Supp.2d 131 (D.R.I. 2006), and Rhode Island R.P.C.  
5.4(a)(4).

/s/ \_\_\_\_\_  
Attorneys for Plaintiff

/s/ \_\_\_\_\_  
Attorneys for Defendants

ENTER: \_\_\_\_\_  
United States District Court Judge