

EXHIBIT A

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Cheshire Superior Court
33 Winter Street, Suite 2
Keene NH 03431

Telephone: 1-855-212-1234
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

SUMMONS IN A CIVIL ACTION

Case Name: **Jared Goodell v Howie Carr Show Enterprises, LLC**
Case Number: **213-2018-CV-00139**

Date Complaint Filed: August 29, 2018

A Complaint has been filed against Howie Carr Show Enterprises, LLC in this Court. A copy of the Complaint is attached.

The Court ORDERS that ON OR BEFORE:

October 27, 2018	Jared Goodell shall have this Summons and the attached Complaint served upon Howie Carr Show Enterprises, LLC by in hand or by leaving a copy at his/her abode, or by such other service as is allowed by law.
November 17, 2018	Jared Goodell shall file the return(s) of service with this Court. Failure to do so may result in this action being dismissed without further notice.
30 days after Defendant is served	Howie Carr Show Enterprises, LLC must file an Appearance and Answer or other responsive pleading form with this Court. A copy of the Appearance and Answer or other responsive pleading must be sent to the party/parties listed below.

Notice to Howie Carr Show Enterprises, LLC: If you do not comply with these requirements you will be considered in default and the Court may issue orders that affect you without your input.

Send copies to:

Joseph Scott Hoppock, ESQ

Law Offices of Joseph S Hoppock PLLC 16 Church St Ste 3A
Keene NH 03431

BY ORDER OF THE COURT

September 12, 2018

Catherine J. Ruffle
Clerk of Court

(555)

STATE OF NEW HAMPSHIRE

CHESHIRE, SS.

SUPERIOR COURT

DOCKET NUMBER: UNKNOWN

JARED GOODELL
14 SKYVIEW CIRCLE
KEENE, NH 03431

V.

HOWIE CARR SHOW ENTERPRISES, LLC
77 BENVENUE STREET
WELLESLEY, MA 02482

VERIFIED COMPLAINT
(With Jury Trial Demand)

035071811629PM0300

NOW COMES Jared Goodell (Goodell) who complains against Howie Carr Show Enterprises, LLC (HCSE), as follows:

I. Nature of the Action

1. Goodell and HCSE executed a certain Agreement, dated March 16, 2018 which Goodell claims HCSE breached; this is an action for the liquidated damages provided by that Agreement, plus damages for breach of a non-disparagement clause in the Agreement (the non-disparagement clause is not subject to the liquidated damages clause).

II. The Parties

2. Jared Goodell is a resident of Keene, New Hampshire; he resides at 14 Skyview Circle, Keene, New Hampshire, 03431.

3. HCSE is a Massachusetts Limited Liability Company not registered to do business in New Hampshire; the Defendant's Massachusetts resident agent is Howie Carr, 77 Benvenue Street, Wellesley, Massachusetts, 02482.

III. Jurisdiction and Venue

4. The Superior Court has subject matter jurisdiction by virtue of RSA 491:7. Venue is proper in Cheshire County because Petitioner Goodell, resides in Keene, New Hampshire.

5. Personal jurisdiction over Defendant HCSE is grounded upon RSA 510:4, II, and is specific. The fourteen (14) direct email contacts described below from HCSE to Plaintiff, which form a substantial factual basis for Plaintiff's claims, are directly related and specific to Plaintiff's breach of contract action. *See, Metcalf v. Lawson*, 148 NH 35; 802 A.2d 1221 (2002) (acts demonstrating knowing and repeated transmission of electronic data over the internet supports personal jurisdiction in the jurisdiction where the data was sent); *Zippo Mfg. Co. v. Zippo Dot Com, Inc.*, 952 F. Supp. 1119 (W.D. PA. 1997); and *Asahi Metal Industry, Co., v. Superior Court of California*, 480 U.S. 102 (1987).

IV. Background

6. Goodell and HCSE executed a Settlement and Release Agreement (The Agreement) on March 16, 2018 that provides, in relevant part, that:

A. "HCSE agrees that Howie Carr, Kathy Carr or any of their family members will not communicate with Mr. Goodell or any of his family members...." Agreement, ¶4(d).

7. The Agreement further provides, in relevant part, that:

“Each party agrees that if it/he breaches Paragraph 4 of this Agreement, it/he shall pay \$50,000.00 to the other party as its exclusive remedy for such a breach (the “Liquidated Damages”)” ...

“The parties intend that the Liquidated Damages constitute compensation for breach of Paragraph 4...are not a penalty, and are a reasonable estimate of anticipated or actual harm that might arise from such a breach.” Agreement, ¶5.

8. With respect to non-disparagement, the Agreement provides that:

(3) (b): HCSE agrees that Howie Carr and Kathy Carr will not say or do anything that could be harmful to the business interest or professional interests or the good will of Mr. Goodell as to his personal or professional reputation.

9. Since March 16, 2018, Howie Carr, sent Goodell at least fourteen (14) emails to his personal email address in Keene, New Hampshire, in breach of ¶4(d) of the Agreement from an HCSE email server.

10. In addition, HCSE made a claim to its insurance company that it suffered a loss “as a result of your [i.e., Goodell’s] dishonesty.” This is a breach of Section 3(b) of the Agreement directed by Howie Carr and/or Kathy Carr (collectively the “Carrs”). The Carrs denigrated Goodell by providing false information without supporting evidence accusing Goodell of “dishonesty” when they made a claim of loss in or around June 2018. (The claim to its insurance carrier was previously waived by the parties). This breach can also be construed as a communication by the Carrs to Goodell in violation of ¶4(d) of the Agreement (in addition to it being a violation of ¶3(b) because

they (the Carrs) knew or should have known that its carrier would contact (i.e., communicate) with Goodell on the subject of their false claim.

11. Last, HCSE admits that it attempted to access Goodell's personal electronic account with Uber (a peer to peer ride sharing and transportation networking company).

12. HCSE asserted that it tried "to access the company account [Uber] of your client [Goodell] set up while working for HCSE." While admitting the hack of Goodell's Uber account, HCSE falsified its basis for doing so. Goodell set up his Uber account long before he was employed by HCSE. HCSE's hack of Goodell's Uber account constitutes a "communication" in breach of ¶4(d).

COUNT ONE
(Breach of Contract)

13. All prior paragraphs are incorporated herein.

14. The parties lawfully contracted for the release and settlement of claims arising between them that arose during Goodell's term of employment with HCSE.

15. HCSE, Howie Carr (in his capacity as agent and employee of HCSE) or Kathy Carr (in her capacity as agent and employee of HCSE) breached the Agreement by:

- a. Contacting Goodell, directly through his personal email in New Hampshire, in contravention of ¶4 of the Agreement;

- b. Contacting Goodell via the false insurance claim that Howie Carr or Kathy Carr made on behalf of HCSE to its insurer accusing Goodell of "dishonesty;"
- c. Contacting Goodell by deliberately attempting to hack his Uber account, knowing the hack would be discovered by Goodell.

16. The breaches identified at ¶15 a. and c., are subject to the Agreement's Liquidated Damages clause, resulting in liquidated damages to Goodell in the minimum amount of \$800,000.00.

17. In addition, Goodell is damaged by the false insurance claim report, as he believes it was motivated by the ill-will, hostility and malice by Kathy and/or Howie Carr, in contravention of ¶3(b) of the Agreement, all to Goodell's additional damage, as he says, is within the jurisdiction of this Court and entitles Goodell to enhanced compensatory damages.

18. **A TRIAL BY JURY IS DEMANDED.**

Respectively submitted,

JARED GOODELL

Dated: August 29, 2018

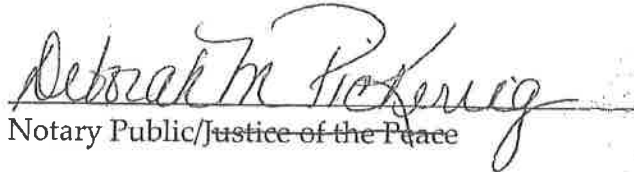


Jared Goodell

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE

Signed and sworn to before me, the undersigned, on this 29th day of August, 2018, by Jared Goodell, a person known to me or whose identity has been sufficiently established.

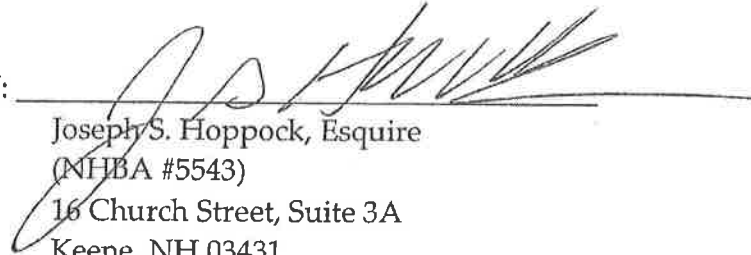
DEBORAH M. PICKERING
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
June 10, 2020


Notary Public/Justice of the Peace

and

By and Through his Attorneys,
Law Offices of Joseph S. Hoppock, PLLC

Dated: August 29th, 2018

BY: 
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(NHBA #5543)
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