



The State Employees' Association of New Hampshire, Inc.

Service Employees International Union, Local 1984

CTW, CLC

January 25, 2011

Ms. Mary Ann Steele
Executive Secretary
NH PERSONNEL APPEALS BOARD
State House Annex, 25 Capitol Street
Concord, NH 03301

RE: Appeal of Randal Fritz
DOCKET #: 2006-D-007 and 2007-T-018

Dear Ms. Steele:

On behalf of my client, Randal Fritz, I hereby withdraw, with prejudice, the above-captioned termination appeal (#2007-T-018); as well as the above-captioned suspension appeal (#2006-D-007).

Thank you for your attention to this matter.

Sincerely,

Michael C. Reynolds
General Counsel

MCR/ba

cc: Randal Fritz
Nancy Smith, Esq.

DOP JAN 26 11 AM 10:00

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

WHEREAS, Mr. Randal Fritz ("Fritz") was employed by the New Hampshire Commission for Human Rights ("NH-CHR");

WHEREAS, Fritz is the plaintiff in an action against Kenneth C. Brown ("Brown") and Katharine A. Daly ("Daly") in the United States District Court for the District of New Hampshire (Docket No. 1:06-cv-469-pb) (hereinafter the "litigation"),

WHEREAS, although not a party named in the litigation, the NH-CHR has at all times been represented by the New Hampshire Attorney General's Office, and the NH-CHR agrees to be bound by this Agreement;

WHEREAS, although not a party named in the litigation, the State of New Hampshire has at all times been represented by the New Hampshire Attorney General's Office, and the State of New Hampshire agrees to be bound by this Agreement;

WHEREAS, hereinafter Fritz, Brown, Daly, the NH-CHR, and the State of New Hampshire shall be referred to as the "Parties";

WHEREAS, the Parties desire to terminate any and all litigation as exists, as well as all unknown disputes, claims, controversies, demands, litigation, actions, and causes of action of any sort and kind as exists between them arising from or in any way related to Fritz's employment and / or separation from employment with the NH-CHR, and any damages, costs, expenses, fees, and / or injuries that the Parties sustained or may sustain as a result thereof;

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

Consideration.

- (a) The Parties shall enter a stipulation of dismissal of the above entitled United States District Court Complaint, Docket No. 1:06-cv-469-pb, pursuant to Federal Rules of Civil Procedure 41(a)(1)(ii), which incorporates this Agreement;
- (b) The Parties shall enter a stipulation of dismissal of Fritz's complaint pursuant to these same terms at the New Hampshire Personnel Appeals Board in Dockets Numbered 2006-D-007 and 2007-T-018.
- (c) Fritz shall tender within twenty (20) days of the filing of the Stipulation of Dismissal in federal court, and the other Parties shall accept and enter upon receipt thereof, a resignation from Fritz stating: "*As of December 1, 2006, for personal reasons, I resign my position as Investigator.*" The Parties shall change Mr. Fritz's status from "terminated" to "resigned." The other Parties shall refer to Fritz as "*resigned for personal reasons*" to any person or entity outside of state government that makes an inquiry as to Fritz's employment status.

Mutual Release. Fritz, on behalf of himself, his heirs, representatives, and assigns and Brown and Daly on behalf of themselves, their heirs, representatives, assigns, and agents, the NH-CHR on behalf of itself, its commissioners, employees, representatives and agents, and the State of New Hampshire on behalf of itself and any of its governing bodies and its officers, employees, representatives, and agents, fully release the other from all known and unknown claims whether civil, criminal, or in equity, causes of action, suits, litigation, demands, and obligations of every kind, including claims for damages, wages, attorney fees, and any other form of relief available at law or in equity, which either has or may have by means of any matter, cause or thing whatsoever from the beginning of time to the date of this Agreement.

Other Releases-Authorizations. All releases for medical records, tax records, and employment records signed by Fritz and provided to the other Parties are revoked. Further submission to any person or entity of any release-authorization for Fritz's records shall be deemed a breach of this Agreement.

Costs and Fees. The Parties to the litigation (USDC DNH 1:06-cv-0469-pb) and the Parties to the prior litigation (USDC DNH 1:06-cv-0191-pb), and all other

administrative actions, will bear their own costs, expenses, and attorney fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein.

No Admission. The Parties agree that any consideration given or paid with respect to this Agreement is in compromise of disputed claims and is not, and will not be construed as, an admission of liability or wrongdoing on the part of any Party as to each and every claim and / or defense which has been or which may have been asserted against the other Party.

Consultation with Counsel. In executing this Agreement, the Parties acknowledge that they have been advised to and have consulted with counsel, and that they have executed this Agreement knowingly, voluntarily, and without undue influence and duress. The Parties expressly consent to each express term of this Agreement.

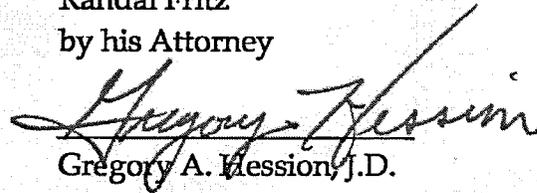
Integration Clause and Amendment. This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the Parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, between and among the Parties relating to the subject matter of this Agreement, other than those expressly contained herein. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto after the date of this Agreement.

Severability. If any portion of this Agreement is void or deemed unenforceable for any reason, the remaining portions shall survive and remain in effect, with any necessary modification to become a part hereof and treated as though contained in this original Agreement.

Construction. The Parties acknowledge that they each had an equal opportunity to control the language in this Agreement and that this Agreement was mutually drafted. The Parties agree that this Agreement shall not be presumptively construed against any Party.

IN WITNESS WHEREOF, the Parties have duly authorized and caused this Agreement to be executed as follows:

Randal Fritz
by his Attorney



Gregory A. Messin, J.D.
172 Thompson Street
Springfield, MA 01109
(413) 746-3333
Mass. BBO No. 564457

Dated: 12-31-10

Kenneth C. Brown, and
Katharine A. Daly, and
NH-CHR, and the
State of New Hampshire

by their Attorney



Nancy J. Smith, Esq.
Senior Assistant Attorney General
Office of the Attorney General
Civil Bureau
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3650

Dated: 12/23/2010

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

Randal Fritz
as an individual,
Plaintiff

v.

Civil Action No. 1:06-cv-0469-PB

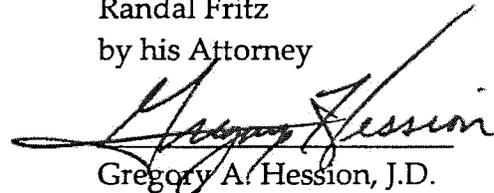
**Kenneth Brown and
Katharine Daly**
as individuals,
Defendants

STIPULATION OF DISMISSAL

NOW COME the Parties in the above-entitled matter, and by and through their attorneys stipulate that this action is dismissed with prejudice, pursuant to Fed.R.Civ.P. 41(a)(1)(ii). This Stipulation of Dismissal is expressly contingent and conditioned upon the Parties' obligations to each other as expressed in the terms of the Parties' contemporaneously executed *Settlement Agreement and Mutual Release*. The parties shall bear their own respective costs and attorneys' fees.

The Court shall retain jurisdiction, however, to enforce, as appropriate, the terms of the Parties contemporaneously executed *Settlement Agreement and Mutual Release*.

Randal Fritz
by his Attorney

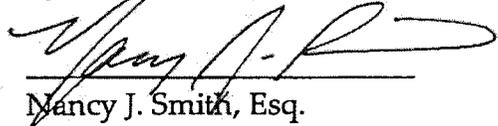


Gregory A. Hession, J.D.
172 Thompson Street
Springfield, MA 01109
(413) 746-3333
Mass. BBO No. 564457

Dated: 12-31-10

Kenneth C. Brown, and
Katharine A. Daly, and
NH-CHR, and the
State of New Hampshire

by their Attorney

A handwritten signature in black ink, appearing to read "Nancy J. Smith", is written over a horizontal line.

Nancy J. Smith, Esq.
Senior Assist. Attorney General
Office of the Attorney General
Civil Bureau
33 Capitol Street
Concord, NH 03301-6397
(603) 271-3650

Dated: 12/23/2010