

SHAHEEN & GORDON, P.A.

A T T O R N E Y S A T L A W

Offices in
Dover, Concord and Manchester

Francis G. Murphy
Attorney at Law

October 18, 2011

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

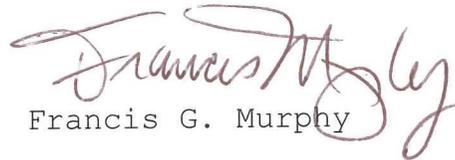
**Re: Appeal of Jeffrey Cote
(Termination from employment from The Adjutant General's
Department)**

Dear Ms. Steele:

Please be advised that the parties have settled this matter.
The Appellant hereby withdraws his appeal.

Should you have any questions, please do not hesitate to contact
my office.

Cordially,


Francis G. Murphy

FGM/kam
Enclosure
cc: Jeffrey Cote
Atty Glenn Perlow

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

This Settlement Agreement, Waiver and Release (the "Release") is made and entered into by Jeffrey Cote (hereinafter "Cote") and the New Hampshire Adjutant General's Department (the "State"). In order to amicably resolve the claims brought by Cote to the New Hampshire Personnel Appeals Board (PAB), Docket No. 2011-T-014 and the New Hampshire Human Rights Commission (HRC)/Equal Employment Opportunity Commission, Docket Nos. ED 0140-11/16D-2011-00146 (collectively the "Actions"), Cote and the State agree as follows:

1. General Release: In consideration of the resumption of employment, described in Section 3 herein, and the mutual promises, covenants, agreements, and representation contained herein, Cote, on behalf of himself, his representatives, heirs and assigns, fully releases the State, its officers, administrators, agents, and employees, from all claims, causes of action, suits and demands, including claims for damages, wages, attorney's fees, and any other form of relief available at law or in equity, which Cote has or may have arising out of his past employment with the State, up to the execution of this Agreement, including, but not limited to, any rights or claims alleging violation of the Americans with Disabilities Act, New Hampshire RSA Chapter 354-A, New Hampshire personnel rules, and any claims of constructive discharge, wrongful termination, intentional or negligent infliction of emotional distress, defamation or breach of contract.
2. Notice of Settlement/Withdrawal of Suit: Cote will immediately upon execution of this Agreement formally withdraw the Actions, with prejudice.

3. Consideration: Cote will be immediately reinstated to his position as a Security Officer II, retroactively effective April 18, 2011, with a notation in his personnel file of a leave of absence without pay from April 18, 2011 to June 30, 2011, and will receive back pay from July 1, 2011 to the date he resumes active service (said back pay to be provided as soon as possible). Notwithstanding the leave of absence period referenced herein, Cote's service with the State will be deemed to have been continuous. Cote expressly acknowledges that he is not entitled to any further financial payment(s) or reimbursement from the State beyond the amount set forth within this paragraph, with the exception of any and all benefits due him, or that will become due to him, consistent with the terms of this Paragraph.
4. Continued Employment: Cote's continued employment with the State is contingent upon his obtaining, within 90 days of the date he resumes active employment, a favorable NAIC Security Clearance. Cote will immediately complete a Form SF85, and provide a personal resume and fingerprint card to initiate the security clearance process. Cote's continued employment is also contingent upon his re-qualifying with his weapon(s) and successfully passing the physical fitness standard applicable to him as of the effective date of reinstatement, in light of Paragraph 3 herein.
5. Non-Disparagement: The parties agree that neither shall disparage the other, either verbally or in writing, with regard to the subject matter of this Agreement.
6. No Admission: The parties agree that any consideration given or paid with respect to this Agreement is in compromise of disputed claims and that the giving or payment of consideration in exchange for the general release of claims is not,

and is not to be construed as an admission of liability or wrongdoing on the part of either party.

7. Voluntary Waiver: Cote hereby acknowledges that he has read and understands the terms of this Agreement and that he signs it voluntarily and without coercion. Cote acknowledges that he has had the opportunity to review these terms with his attorney.

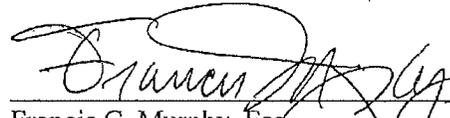
8. Integration Clause, Amendment, Governing Law: This Agreement contains the entire understanding between the parties. There are no other representations, agreements or understandings, oral or written, between and among the parties relating to the subject matter of this Agreement. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the date of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the jurisdiction of the federal and state courts located in New Hampshire. If any provision of this Agreement is held to be unenforceable, such provision shall be considered separate, distinct, and severable from the other remaining provisions of this Agreement, and shall not affect the validity or enforceability of such other remaining provision; and in all other aspects, this Agreement shall remain in full force and effect. If any provision of this Agreement is held to be unenforceable as written but may be made to be enforceable by limitation thereof, then such provision shall be enforceable to the

maximum extent permitted by applicable law. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

Date: Sept 19, 2011


Jeffrey Cote

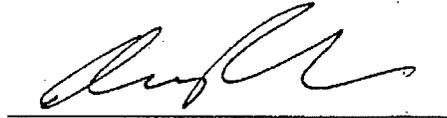
Date: Sept. 19, 2011


Francis G. Murphy, Esq.
Attorney for Jeffrey Cote

Date: 21 SEP 11


William N. Reddel, III, Major General
The Adjutant General

Date: 9/21/11


Glenn A. Perlow, Esq.,
Senior Assistant Attorney General