

**SETTLEMENT AGREEMENT & GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT & GENERAL RELEASE ("Agreement") is entered into on April 16, 2013 by and between Eddie Edwards ("Edwards") and The State of New Hampshire through The New Hampshire State Liquor Commission (the "State").

WHEREAS, Edwards has been employed by the State of New Hampshire, Liquor Commission, from May 12, 1995, through the present in a variety of positions, and from June 1, 2005, through the present as Chief of Licensing and Enforcement;

WHEREAS, in December 2009, Edwards filed a charge of discrimination with the New Hampshire Commission on Human Rights and the United States Equal Employment Opportunity Commission (the "Charge"), in which he made certain claims against the Liquor Commission asserting violations of Title VII of the Federal Civil Rights Act and of New Hampshire RSA Ch. 354-A, all of which the Liquor Commission denies;

WHEREAS, Edwards has alleged that he has other potential claims relating to employment terms and conditions that he not yet filed; and

WHEREAS, the parties desire to compromise any and all disputes, claims, complaints, grievances, charges, actions, petitions and demands that Edwards has raised or could have raised as of the date of this Agreement, including, without limitation, any and all claims arising out of or any way related to Edwards's employment with the State (collectively, the "Dispute").

NOW THEREFORE, based upon the mutual benefits to be derived by the parties from the performance of this Agreement, Edwards and the State hereby agree as follows:

1. **██████████ Employment & Related Matters.**

a.

██████████ Leave. ██████████

██████████ April 3, 2013, Edwards

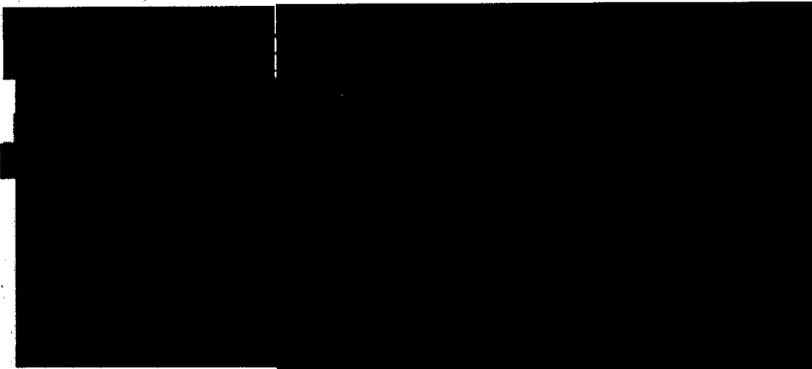
██████████ on ██████████

██████████ leave ██████████

b.

██████████ Edwards's employment with the Liquor Commission shall end ██████████ from State service effective June 30, 2013.

c.



d.



e. Reference. The Liquor Commission will provide Edwards with a letter of reference in the form attached as Exhibit A:

f. Reemployment. Edwards agrees that he will not be eligible for re-employment with the State of New Hampshire Liquor Commission, and expressly covenants, warrants, and promises not to seek re-employment or to initiate any claim, demand or suit based upon any failure or refusal by the Liquor Commission to re-employ Edwards.

g. Return of Property of the Liquor Commission and/or State of New Hampshire. On or before the Effective date, Edwards shall return to the Liquor Commission any and all property, materials, documents, and any and all copies of property, materials, documents belonging to the Liquor Commission and/or the State of New Hampshire. The property, materials and documents referred to herein includes, but is not limited to: vehicles; weapons; keys to buildings, vehicles, and storage areas; identification badges and access cards; tools and equipment; computer equipment, including but not limited to, personal computers, laptops, tablets, smartphones, handheld devices, storage media, printers, scanners, and fax machines; computer software and/or data; usernames and passwords; credit cards and debit cards; documents, whether in hard copy or electronic; books and manuals. Edwards further agrees that, should he discover any other property, materials, documents belonging to the Liquor Commission and/or the State of New Hampshire in his possession after the Effective Date, he shall immediately return such property, materials, and/or documents to the Liquor Commission.

2. **Settlement Payment & Taxes**

a. **Settlement Payment.** Subject to Edwards's compliance with the provisions of this Agreement, including, without limitation, the Release included in Paragraph 5, the State agrees to pay to Edwards One Hundred Sixty Thousand Dollars (\$160,000.00) within twenty (20) days after the withdrawal of the Charge with prejudice as referenced in Paragraph 3 below. This sum shall be paid as follows:

- i. Thirty Thousand Dollars (\$30,000) payable to Edwards through a regular payroll payment, subject to the usual withholdings and deductions, and reportable on Edwards's W2;
- ii. Ninety-Five Thousand Dollars (\$95,000) payable to Edwards, reportable on a 1099Misc; and
- iii. Thirty-Five Thousand Dollars (\$35,000) payable to Edward's counsel, reportable on a 1099Misc.

In addition, Edwards shall continue to receive his regular wages through June 30, 2013, in regular payroll installments and subject to the usual withholdings and deductions.

b. **Taxes & Indemnification.** Edwards hereby agrees that he is solely responsible for the employee portion of any and all tax obligations which may arise as a consequence of this settlement. The State makes no representations regarding Edwards's tax liability, nor waives or relieves Edwards of any obligation to satisfy his tax obligations thereon. Edwards agrees to indemnify and hold the State harmless from any liability, penalty, interest, attorneys' fees or other damages stemming from his failure to pay such required taxes relating to the above payments.

3. **Withdrawal of Charge.** Upon the Effective Date of this Agreement, counsel for Edwards shall forthwith take such steps as are necessary to withdraw the Charge with prejudice.

4. **No Liability or Wrongdoing.** The parties agree and acknowledge that the consideration given or paid with respect to this Agreement is in compromise of disputed claims and prior to any adjudication of the Dispute, and that this Agreement is entered into solely to buy peace and avoid further litigation. Nothing contained in this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, constitutes or will be construed to constitute an

admission of liability or wrongdoing by any of the parties, and any such liability or wrongdoing is hereby expressly denied by each of the parties.

5. **General Release of All Claims.**

- a. In exchange for the consideration described in Paragraph 2, the mutual commitments, undertakings and agreements stated in this Agreement, the receipt of which Edwards hereby acknowledges as good, valuable and adequate consideration, Edwards, individually and on behalf of his representatives, agents, estate, heirs, successors and assigns, absolutely and unconditionally hereby forever releases, remises, discharges, indemnifies and holds harmless the State of New Hampshire, all of its subdivisions, including, but not limited to, the Liquor Commission, the Attorney General's Office, the Department of Administrative Services, the Governor's Office, and all of their current, former and future officials, employees, and agents, both in their individual and official capacities, from **any and all claims whatsoever**, including, without limitation, actions or causes of action, suits, complaints, obligations, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, including: (i) any and all claims arising out of or in connection with Edwards's employment with the State through the Liquor Commission; (ii) any and all claims arising out of or in connection with any relationship between Edwards and the State; (iii) any and all claims based on any federal, state or local law, constitution, or regulation regarding employment, employment benefits, securities, or employment discrimination and/or retaliation including, without limitation, those laws or regulations concerning discrimination on the basis of race, color, creed, religion, age, sex, sexual harassment, sexual orientation, marital status, pregnancy or familial status, physical or mental disability or handicap, genetic information, unfavorable military discharge, national origin, ancestry, veteran status or any military service or application for military service, including those claims falling under the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers Benefit Protection Act of 1990; the Family and Medical Leave Act; the Equal Pay Act; the Fair Labor Standards Act; any New Hampshire law against discrimination, any New Hampshire occupational and health laws, equal pay laws or "Whistleblower Protection" provisions; local laws and city ordinances; any provision of any other law whatsoever, common or statutory, including but not limited to any law of the United States, New Hampshire or any other state or government entity; (iv) any

contract, whether oral or written, express or implied; any tort; or common law; and (v) any and all claims, including but not limited to defamation, infliction of emotional distress, interference with contractual relations, invasion of privacy and any other claims for loss, damage or injury under common or statutory law, based upon any actions taken or not taken, circumstances, consequences, or conduct, occurring prior to the Effective Date of this Agreement.

b. The foregoing release is intended by the parties to be all encompassing and to act as a full and total release of any and all claims, whether specifically enumerated herein or not, that Edwards may have or had up to the Effective Date of this Agreement. Edwards acknowledges and agrees that the release set forth above is a general release and is intended to be as broad as the law allows. Edwards expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which Edwards does not know or suspect to exist.

c. Further, Edwards represents that, other than the Charge, he has not initiated or filed, and agrees that he will not file, any complaints, lawsuits, reportings or claims with any federal, state or local court or agency, or state or local commission, or sought any grievance against State of New Hampshire, any of its subdivisions, including, but not limited to, the Liquor Commission, the Attorney General's Office, the Department of Administrative Services, or the Governor's Office, or any of their current or former officials, employees, or agents, either in their individual or official capacities, related in any way to Edwards's employment with the State through the Liquor Commission. Nothing herein shall be construed to prohibit Edwards from participating in any investigation or proceeding before any state or federal agency to the extent permitted by law or making any reports as required by law. Further, this Agreement is not intended as a waiver of any rights or claims or reports which Edwards is expressly prohibited by law from waiving.

6. **Confidentiality.** To the extent permissible by law, both parties agree that they will not negatively publicize this Agreement, or any of its terms to the news media or to any other third party, and that, if asked about the Dispute, they will only respond that he had a claim against the State of New Hampshire, which has been resolved.

7. **No Receipt of Medicaid/Medicare.** Edwards represents that no portion of the Settlement Payment is meant to cover past medical expenses and that he has not received any Medicare or Medicaid funds relating to any medical issue related to this dispute. Edwards agrees to indemnify and

hold the Liquor Commission and the State of New Hampshire harmless from any liability, penalty, interest, attorneys' fees or other damages relating to any payments owed to CMS.

8. **Attorneys' Fees and Costs.** Each party shall bear his/its own attorneys' fees, costs and/or other expenses to date and/or incurred in the negotiation, preparation, execution and any enforcement of this Agreement.
9. **Attorney Review and Time to Consider Agreement.** Edwards has been provided with a reasonable time to consider this Agreement, not less than 21 days. Edwards understands and acknowledges that: (i) he has been advised to consult with his attorney before executing this Agreement, and, in fact, received and relied upon the advice of his attorney in entering into this Agreement; and (ii) his decision to sign this Agreement is voluntary and made with full knowledge of the terms of this Agreement. Further, Edwards acknowledges that his execution of this Agreement is not based on any representations made to him outside of this Agreement by the State or the Liquor Commission.
10. **Revocation Period and Effective Date.** Edwards may revoke his acceptance and cancel this Agreement within seven (7) days after he has executed it by delivering timely written notice of such revocation to the Liquor Commission's legal counsel as follows:

McLane, Graf, Raulerson & Middleton, P.A.  
Attn: Adam M. Hamel  
900 Elm Street  
Manchester, NH 03105  
adam.hamel@mclane.com

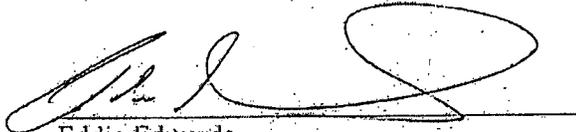
This Agreement shall not become effective or enforceable until the revocation period has expired without Edwards's exercise of his right to revoke (the "Effective Date").

11. **Other Terms.**
  - a. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and any and all prior written or verbal agreements are hereby rendered null, void, and of no further force and effect.
  - b. This Agreement may not be altered, amended or modified except by a written instrument signed by the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, administrators, predecessors, successors, and assigns.

- c. In the event that a court of competent jurisdiction finds that any portion of this Agreement is invalid, the other provisions shall remain in full force and effect.
- d. The consideration recited herein is the full, complete and entire consideration for this Agreement, and no other inducement has been offered or is to be given by any party to another, other than as recited herein.
- e. This Agreement shall be interpreted, enforced and governed pursuant to the laws of the State of New Hampshire.
- f. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, without production of the others.

The parties, intending to be legally bound, have voluntarily executed this Agreement as of the dates below.

Dated: 04/16/13

  
Eddie Edwards

The Liquor Commission

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized  
The Liquor Commission

Approved for form, substance, and execution.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Anne M. Edwards,  
Associate Attorney General

April 2, 2013

RE: LETTER OF REFERENCE FOR MR. EDDIE EDWARDS

To Whom It May Concern:

Eddie Edwards has been employed by the New Hampshire State Liquor Commission since May of 1995. In June of 2005, Mr. Edwards was promoted to the position of Chief for the Bureau of Enforcement and Licensing, a position he held until his retirement in June of 2013.

Mr. Edwards led the Division to successfully work with New Hampshire Law Enforcement to institute campaigns against driving while intoxicated, underage drinking, and for responsible consumption of alcohol.

In 2009, Chief Edwards was named as one of New Hampshire Union Leader's newspaper prestigious "40 under Forty" list. In 2011, the Liquor Commission's Bureau of Enforcement became the first New Hampshire statewide agency to become nationally accredited. In 2012, Chief Edwards received the "Spirit of America" award in recognition of his civic service to the community.

For over 22 years, Chief Edwards has served the state of New Hampshire law enforcement community in various positions. As he proceeds to the next phase of his professional career, we wish him the best as he moves forward from state service.

Sincerely,

The New Hampshire State Liquor Commission



**U.S. Equal Employment Opportunity Commission  
Boston Area Office**

John F. Kennedy Fed Bldg  
Government Ctr, Room 475  
Boston, MA 02203  
(617) 565-4805  
TTY (617) 565-3204  
FAX (617) 565-3196

Eddie Edwards  
230 Landing Road  
Hampton, NH 03842

Re: Eddie Edwards vs. NH LIQUOR COMMISSION  
EEOC No: 16D-2010-00070

Dear Edwards:

In view of the agreement reached between you and NH LIQUOR COMMISSION, the Equal Employment Opportunity Commission (EEOC) will take no further action on this charge.

The EEOC will discontinue processing the above noted charge. This action does not reflect any judgment by the EEOC as to the merit of the charge or the terms of the settlement. Furthermore, the EEOC does not waive its right to process any other charge, including a charge filed by a Commissioner of the EEOC, or to institute a directed Age Discrimination in Employment Act (ADEA) or directed Equal Pay Act (EPA) investigation of the respondent.

On Behalf of the Commission:

*Kenneth An*

JUL 25 2013

Date

\_\_\_\_\_  
Feng K. An  
Acting Director