

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

CARRIE L. NOLET

Plaintiff

CIVIL CASE NO.  
1:15-cv-00188-JD

v.

NEW HAMPSHIRE DEPARTMENT OF SAFETY,  
DIVISION OF STATE POLICE

Defendant

**SETTLEMENT AGREEMENT**

1. The Parties, Carrie Nolet, Plaintiff, and Defendant, State of New Hampshire, Division of State Police, have agreed to resolve the above-caption matter in accordance with the following:
2. The Parties agree that this settlement is in no way intended to be an admission of liability or wrongdoing by either Party and is entered into by the Parties to buy peace.
3. The State of New Hampshire, will issue a check to Carrie Nolet in the amount of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) for fees and expenses she incurred in settlement of her claims under 42 U.S.C. §2000e et seq, Title VII of the Civil Rights Act of 1964.
4. The State of New Hampshire, Division of State Police will offer Carrie Nolet part-time, temporary employment in a Program Specialist III position, position number TMPPT3177, at Step 8, two days per month for the limited period of six months to work

with Division policies in the areas of training, recruitment, promotion, peer to peer, and women in leadership. Carrie Nolet may discontinue her employment in this position at any time, and Carrie Nolet acknowledges that her employment with the Division will be conditioned on her satisfactory performance of her duties as determined by the Director.

5. Carrie Nolet agrees to submit the State of New Hampshire employment application to the Division for the Program Specialist III position, position number TMPPT3177.

6. The State of New Hampshire will pay for the State's share as well as Carrie Nolet's share of the mediation costs already incurred in this matter, \$1440.00 per party totaling \$2880.00.

7. Carrie Nolet agrees to contemporaneously execute a release on behalf of herself and her heirs, executors, administrators and assigns, forever releasing and discharging THE STATE OF NEW HAMPSHIRE, DIVISION OF STATE POLICE and its past, present and future elected officials, agents, servants, and employees (the "Releasees") from all claims, demands, actions, suits, debts, causes of action and liabilities of every name and nature, whether known or unknown and which I may now have or have ever had, from the beginning of time to the date of this General Release, including but not limited to claims, demands, actions, suits, debts, causes of action and liabilities for bodily injury, death, diminished life expectancy, personal injury, conscious pain and suffering, emotional distress, loss of consortium, society, or familial relationship, loss of use, loss of enjoyment of life, loss of opportunity, loss of services, vicarious liability for the acts or omissions of any servants, employees, or actual or apparent agents, compensatory damages, punitive or exemplary damages or fines, or legal fees or costs.

8. The State of New Hampshire, Division of State Police hereby releases any and all potential claims against Carrie Nolet arising from her prior employment with the Division of State Police.

9. The Parties understand that this Settlement Agreement and the corresponding Release constitute public records that are subject to RSA 91-A, the State's Right-to-Know law.

10. Carrie Nolet agrees to indemnify the State of New Hampshire, Division of State Police from any and all claims or liens presently existing or arising in the future against the settlement herein, by any person, entity or corporation in connection with her prior employment with the Division of State Police.

11. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire.

12. I, Carrie Nolet, hereby acknowledge that I have carefully read this Settlement Agreement and the General Release, know and understand its contents, and have consulted with counsel of my choice or have had the opportunity to do so. I sign this Settlement Agreement and General Release voluntarily and freely, without duress and as my own free act. No promise or inducement that is not expressed in this General Release has been made to me.

13. I, Carrie Nolet, have not relied upon advice or representations of any of the State of New Hampshire or any representative thereof in executing this General Release.

09/28/16  
DATE

[Signature]  
Carrie Nolet

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On the 28<sup>th</sup> day of September 2016, before me, the undersigned, appeared Carrie L. Nolet, known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.

[Signature]

**CHERYL A. JANELLE** Notary Public/Justice of the Peace  
Justice of the Peace - New Hampshire My Commission  
Expires: My Commission Expires January 11, 2017

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On the \_\_\_\_\_ day of September 2016, before me, the undersigned, appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.

\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Robert Quinn  
Assistant Commissioner  
New Hampshire State Police

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Carrie Nolet

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On the \_\_\_\_\_ day of September 2016, before me, the undersigned, appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission

Expires: \_\_\_\_\_

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On the 26<sup>th</sup> day of September 2016, before me, the undersigned, appeared ROBERT L. QUINN, known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.

Cynthia Louise Barlow

Notary Public/Justice of the Peace  
**CYNTHIA LOUISE BARLOW**  
★ NOTARY PUBLIC - NEW HAMPSHIRE ★  
My Commission Expires February 6, 2018

My Commission Expires: February 6, 2018

9-26-16  
DATE

Robert Quinn  
Robert Quinn  
Assistant Commissioner  
New Hampshire State Police

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

CARRIE L. NOLET

Plaintiff

CIVIL CASE NO.  
1:15-cv-00188-JD

v.

NEW HAMPSHIRE DEPARTMENT OF SAFETY,  
DIVISION OF STATE POLICE

Defendant

**GENERAL RELEASE OF ALL CLAIMS**

1. Whereas, the Parties, Carrie Nolet, Plaintiff, and the State of New Hampshire, Division of State Police, Defendant, have agreed to resolve the above-caption matter in accordance with the contemporaneously executed settlement agreement, and in full and complete consideration of the payment by the State of New Hampshire, SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00) to Carrie Nolet in settlement of claims under 42 U.S.C. §2000e et seq, Title VII of the Civil Rights Act of 1964, I, CARRIE NOLET, (the "Releasor") on behalf of myself and my heirs, executors, administrators and assigns, hereby remises, releases and forever discharges THE STATE OF NEW HAMPSHIRE, DIVISION OF STATE POLICE and its past, present and future elected officials, agents, servants, and employees (the "Releasees") from all claims, demands, actions, suits, debts, causes of action and liabilities of every name and nature, whether known or unknown and which I may now have or have ever had, from the beginning of time to the date of this General Release, including but not limited to claims, demands,

actions, suits, debts, causes of action and liabilities for bodily injury, death, diminished life expectancy, personal injury, conscious pain and suffering, emotional distress, loss of consortium, society, or familial relationship, loss of use, loss of enjoyment of life, loss of opportunity, loss of services, vicarious liability for the acts or omissions of any servants, employees, or actual or apparent agents, compensatory damages, punitive or exemplary damages or fines, or legal fees or costs.

2. I understand and affirm that by executing this General Release, I am releasing and forever discharging the Releasees from all claims, demands, actions, suits, debts, causes of action and liabilities of every name and nature, whether known or unknown, including those that were raised or could have been raised against Releasees in this matter from the beginning of time to the executed date of this release.

3. I understand that this settlement is not intended to be an admission of liability or fault by the State of New Hampshire. I understand that this Release constitutes a public record that is subject to RSA 91-A, the State's Right-to-Know law.

4. I represent and warrant that (i) I am of legal age and have the sole right and exclusive authority to execute this General Release and (ii) I have not sold, assigned, transferred or otherwise conveyed any of the claims, demands, actions, suits, debts, causes of action or liabilities referred to in this General Release. The Releasor agrees to indemnify the Releasees from any and all claims or liens presently existing or arising in the future against the settlement by Releasees herein, by any person, entity or corporation, including but not limited to, any claims or liens of Medicaid, Medicare or others.

5. This general release shall be construed and interpreted in accordance with the laws of the State of New Hampshire.

6. I hereby acknowledge that I have carefully read this Settlement Agreement and General Release, know and understand its contents, and have consulted with counsel of my choice or have had the opportunity to do so. I sign this General Release voluntarily and freely, without duress and as my own free act. No promise or inducement that is not expressed in this General Release has been made to me.

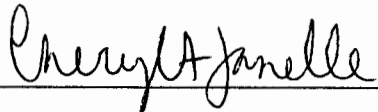
I have not relied upon advice or representations of any of the Releasees or any representative thereof in executing this General Release.

09/28/16  
DATE

  
Carrie Nolet

THE STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

On the 28<sup>th</sup> day of September 2016, before me, the undersigned, appeared Carrie L. Nolet, known to me (or satisfactorily proven) to be the person whose name appears above, and he subscribed his name to the foregoing instrument.



**CHERYL A. JANELLE** Notary Public/Justice of the Peace  
Justice of the Peace - New Hampshire  
My Commission Expires January 11, 2017

Expires: \_\_\_\_\_