

RAS 6055

50-390-CIVP, et al - Joint Exhibit 34 - Rec'd 4/23/02

SENT BY: KNOXVILLE

: 3-24-94 : 1:49PM : FAGNER-MYERS-S ER-

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MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding and Agreement entered into this ^{April} 5th day of ~~March~~, 1994, by and between Gary L. Fiser and the Tennessee Valley Authority (TVA) is for the purpose of setting forth in full the terms and conditions of the agreement for the settlement of all complaints and/or claims of whatever nature that Mr. Fiser may have as of the date of this agreement against TVA in any court of law and/or before any administrative tribunal or agency of the Federal Government or TVA. Mr. Fiser agrees to cooperate to have all legal or administrative actions against TVA, which he initiated, dismissed with prejudice. The consideration granted by TVA herein is for the sole purpose of settlement of all of Mr. Fiser's complaints and/or claims against TVA and shall not be deemed an admission of wrongdoing or liability on the part of TVA.

Nothing in this agreement shall be construed to prohibit Mr. Fiser from reporting any suspected instance of illegal activity of any nature, any nuclear safety concern, any workplace safety concern, or any public safety concern to the United States Nuclear Regulatory Commission, the United States Department of Labor (DOL), or any other Federal or State governmental agency, and shall not be construed to prohibit Mr. Fiser from participating in any way in any state or Federal administrative, judicial, or legislative proceeding or investigation with respect to any claims and matters not resolved and terminated by this Memorandum of Understanding and Agreement.

Template = SECY-028

Exhibit 1

SECY-02 *[Handwritten initials]*

CLEAR REGULATORY COMMISSION

Docket No. 50-390 Official Ex. No. Joint 34

In the matter of TVA

Staff Joint IDENTIFIED _____

Applicant Joint RECEIVED

Intervenor _____ REJECTED _____

Other _____ WITHDRAWN _____

DATE: 4/23/02 Witness _____

Clerk BHM

OFFICE OF THE SECRETARY
RULEMAKING AND
ADJUDICATIONS STAFF

2003 MAR -4 PM 3:16

DOCKETED
USNRC



The terms and conditions of this settlement agreement are as follows:

1. TVA will select Mr. Fiser for the position of Program Manager, Technical Support, PG-8, in Chattanooga. Mr. Fiser's salary will be \$76,027.68 retroactive to October 4, 1993.

2. TVA will pay Mr. a lump-sum payment in the gross amount of \$8,000 in reimbursement of expenses incurred by Mr. Fiser in pursuing non-TVA employment and business opportunities. This amount shall not be subject to withholding for federal or state taxes or in any way considered as compensation to Mr. Fiser. In the event that federal or state taxes are due on such payment, Mr. Fiser agrees to pay such taxes, together with interest and penalties thereon. The check will be made out to Mr. Fiser and mailed to Mr. Van Beka.

3. TVA will restore 148 hours of annual leave to Mr. Fiser's account.

4. TVA will pay Mr. Fiser \$3,500 in full and final settlement of all claims for attorney's fees and costs incurred in connection with all complaints and claims of whatever nature filed by Mr. Fiser in any court of law or before any administrative tribunal or agency of the Federal Government or TVA. The check will be made out to Mr. Fiser and mailed to Mr. Van Beka.

5. Mr. Fiser releases TVA, the TVA Board of Directors, and TVA's officers, agents, and employees from any and all actions, claims, demands, damages, and liabilities of every kind, at law

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or in equity, of whatever nature that he may have as of the date of this agreement in any court of law, before any administrative tribunal or agency of the Federal Government or TVA. Mr. Fiser and Mr. Van Beka agree to execute the appropriate papers to effectuate the dismissal with prejudice of all pending proceedings against TVA within five working days of the execution of this agreement by the parties.

6. This agreement is contingent upon its approval by DOL and the dismissal of Mr. Fiser's pending DOL case.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

Tennessee Valley Authority

Gary L. Fiser
Gary L. Fiser

BY Mark O. Medford
Mark O. Medford
Vice President, Technical Support

Charles W. Van Beka
Charles W. Van Beka, Esq.
Attorney for Gary L. Fiser

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Handwritten signature/initials