

CONFIDENTIAL AGREEMENT AND RELEASE

Agreement made this 20th day of June, 2012, by and between Office of the Illinois State Treasurer ("Treasurer"), and Georgiann Callaway, [REDACTED] ("Callaway").

WHEREAS, Callaway has been employed by Treasurer since February 1, 2011, and

WHEREAS, a dispute has arisen between the parties regarding Callaway's employment with Treasurer; and

WHEREAS, Callaway would like to resign her employment but desires a month of continued salary with benefits in order to seek other employment; and

WHEREAS, Treasurer desires that Callaway resign her employment; and

WHEREAS, both parties desire to settle such rights and claims as each shall now have or shall hereafter have against the other.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Recitals. The recitals of this Settlement Agreement and Release ("Agreement") are incorporated in and made a part of the operational portion of the Agreement by this reference.
2. Consideration. Treasurer agrees that it shall allow Callaway to continue her employment on the following terms:
 - a. Callaway will remain on the payroll through July 31, 2012 with all the usual and customary state employee benefits.
 - b. Callaway will be available for consultation from her home and will cooperate with any requests for assistance at the discretion of the Treasurer or one of his designees, for the period of June 20, 2012 through July 31, 2012.
 - c. After July 31, 2012, Callaway will receive a payout for all unexpended benefit time as designated by Treasurer office policy and as allowed by law.
3. In exchange for Treasurer's consideration, Callaway agrees to enter into and comply with this Settlement Agreement and Release.

4. Mutual Release.

a. Callaway does hereby forever release, acquit, and discharge Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, employees, agents, insurers, attorneys, and advisors ("Parties Released") from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities (including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship formerly existing between Treasurer and Callaway and/or termination of that relationship, including, but not limited to:

- (1) Any claim, action, cause of action, or liability arising under Title VII of the *Civil Rights Act of 1964*, as amended, the *Age Discrimination in Employment Act of 1967*, as amended, the *Employee Retirement Income Security Act of 1973*, as amended, the *Rehabilitation Act of 1973*, as amended, the *Americans With Disabilities Act of 1990*, as amended, the *Illinois Human Rights Act*, and/or any other federal, state, or municipal employment discrimination statutes, regulations, or ordinances (including, but not limited to, those for claims based upon age, sex, attainment of benefit plan rights, race, religion, national origin, handicap, disability, retaliation, or veteran status).
- (2) Any claim, action, cause of action, or liability arising under any other federal, state, or local statute, law, ordinance, or regulation.
- (3) Any other claim, action, cause of action, or liability whatsoever, including, but not limited to, claims based upon breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, negligence, and/or any other common law, statutory, or other claim arising out of or relating to Callaway's employment and/or termination of employment with Treasurer and all other claims arising under common law.

b. Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, employees, agents, insurers, attorneys, and advisors do hereby forever release and discharge Callaway from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities (including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship.

5. Covenant Not to Sue. The parties agree that they shall not file, either directly or indirectly, or contact or notify any agency, court, or tribunal by lawsuit or complaint against the

other or any Parties Released based upon any claims, as described herein, or any other alleged violation as described above. Additionally, the parties will not authorize any party, governmental or otherwise, to institute any claim for damages via administrative or legal proceeding against the other or any Parties Released. The parties waive the right to monetary damages or other legal or equitable relief awarded by any governmental agency related to such claim.

6. Neutral Reference. Treasurer agrees that it shall provide a neutral reference that will be limited to confirming the dates of Callaway's employment, her rate of pay, and the position of employment held by him.

7. Non-Disparagement. Callaway agrees that she shall refrain from disparaging, characterizing negatively or derisively, or casting aspersions upon Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, or employees. Treasurer, its directors, and officers shall refrain from disparaging, characterizing negatively or derisively, or casting aspersions upon Callaway.

8. Confidentiality. Callaway agrees that she shall keep confidential:

- a. Any and all information relating to Treasurer, its operations, including its clients, personnel information, and any other confidential information of Treasurer that she acquired or may have acquired while employed by Treasurer.
- b. The details of this Agreement and shall not discuss or reveal to any person or party, other than his attorney, accountant, spouse, or as required by law, without the prior written consent of both Treasurer & Callaway, the terms of this Agreement.

9. Superseding Effect. The parties agree that this Agreement supersedes any prior agreements between the parties, including employment and settlement agreements, which upon execution of this Agreement shall be rendered null and void.

10. Amendment. This Agreement may be modified only by written agreement of all of the parties.

11. Performance. The parties intend that this Agreement may be enforced at law or by a suit for specific performance. In the event it becomes necessary to file suit in a court of law or chancery to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorney fees incurred in pursuit of its claim.

12. Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Agreement to be effective on the date first written above.

13. Governing Law. This Agreement shall in all respects be construed, interpreted, enforced, and governed under and by the laws of the State of Illinois, without reference to choice of law rules.

14 Severability. Should any part, term, condition, or provision of this Agreement be declared or determined by any court to be illegal or unenforceable, the validity of remaining parts, terms, conditions, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, condition, or provision shall be deemed not to be a part of this Agreement. The obligations set forth in this Agreement are independent of one another in that a breach of any one provision or a waiver of any one provision does not extinguish or waive any duties or rights set forth in any other provision of this Agreement.

15 Understanding. The parties hereto further declare and agree that each has read and fully understands this Agreement. The parties further agree and warrant that each voluntarily executes this Agreement and accepts the consideration above for the purpose of making a full and final compromise, adjustment, release, and settlement of debts, claims, demands, and causes of action described hereinabove, regardless of whether said consideration is considered too much or too little.

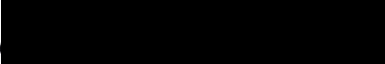
16. Time is of the Essence. The parties agree that time is of the essence. This offer of Settlement is valid until 5:00 pm on June 22, 2012.

CALLAWAY ACKNOWLEDGES THAT SHE HAS READ THIS SETTLEMENT AGREEMENT AND RELEASE; THAT SHE FULLY KNOWS, UNDERSTANDS, AND APPRECIATES ITS CONTENTS; HAS HAD THE OPPORTUNITY TO BE FULLY ADVISED BY HER REPRESENTATIVE; AND THAT SHE EXECUTES THE SAME AND MAKES THE SETTLEMENT PROVIDED FOR HEREIN VOLUNTARILY AND OF HER OWN FREE WILL.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

Illinois State Treasurer

Georgiann Callaway

By: 
Maureen Lydon, General Counsel



Date: 6/29/12

Date: June 22, 2012

CONFIDENTIAL AGREEMENT AND RELEASE

Agreement made this 24th day of October, 2012, by and between Office of the Illinois State Treasurer ("Treasurer"), and Francisco (Frank) Medina, [REDACTED] ("Medina").

WHEREAS, Medina has been employed by Treasurer since January 10, 2011, and

WHEREAS, a dispute has arisen between the parties regarding Medina's employment with Treasurer; and

WHEREAS, Medina would like to resign his employment but desires a month of continued salary with benefits in order to seek other employment; and

WHEREAS, Treasurer desires that Medina resign his employment; and

WHEREAS, both parties desire to settle such rights and claims as each shall now have or shall hereafter have against the other.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Recitals. The recitals of this Settlement Agreement and Release ("Agreement") are incorporated in and made a part of the operational portion of the Agreement by this reference.

2. Consideration. Treasurer agrees that it shall allow Medina to continue his employment on the following terms:

- a. Medina will remain on the payroll through November 30, 2012 with all the usual and customary state employee benefits.
- b. Medina will be available for consultation from his home and will cooperate with any requests for assistance at the discretion of the Treasurer or one of his designees, for the period of October 24, 2012 through November 30, 2012.
- c. After November 30, 2012, Medina will receive a payout for all unexpended benefit time as designated by Treasurer's office policy and as allowed by law.

3. In exchange for Treasurer's consideration, Medina agrees to enter into and comply with this Settlement Agreement and Release.

4. Mutual Release.

a. Medina does hereby forever release, acquit, and discharge Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, employees, agents, insurers, attorneys, and advisors ("Parties Released") from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities (including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship formerly existing between Treasurer and Medina and/or termination of that relationship, including, but not limited to:

- (1) Any claim, action, cause of action, or liability arising under Title VII of the *Civil Rights Act of 1964*, as amended, the *Age Discrimination in Employment Act of 1967*, as amended, the *Employee Retirement Income Security Act of 1973*, as amended, the *Rehabilitation Act of 1973*, as amended, the *Americans With Disabilities Act of 1990*, as amended, the *Illinois Human Rights Act*, and/or any other federal, state, or municipal employment discrimination statutes, regulations, or ordinances (including, but not limited to, those for claims based upon age, sex, attainment of benefit plan rights, race, religion, national origin, handicap, disability, retaliation, or veteran status).
- (2) Any claim, action, cause of action, or liability arising under any other federal, state, or local statute, law, ordinance, or regulation.
- (3) Any other claim, action, cause of action, or liability whatsoever, including, but not limited to, claims based upon breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, negligence, and/or any other common law, statutory, or other claim arising out of or relating to Medina's employment and/or termination of employment with Treasurer and all other claims arising under common law.

b. Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, employees, agents, insurers, attorneys, and advisors do hereby forever release and discharge Medina from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities (including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship.

5. Covenant Not to Sue. The parties agree that they shall not file, either directly or indirectly, or contact or notify any agency, court, or tribunal by lawsuit or complaint against the

other or any Parties Released based upon any claims, as described herein, or any other alleged violation as described above. Additionally, the parties will not authorize any party, governmental or otherwise, to institute any claim for damages via administrative or legal proceeding against the other or any Parties Released. The parties waive the right to monetary damages or other legal or equitable relief awarded by any governmental agency related to such claim.

6. Neutral Reference. Treasurer agrees that it shall provide a neutral reference that will be limited to confirming the dates of Medina's employment, his rate of pay, and the position of employment held by him.

7. Non-Disparagement. Medina agrees that he shall refrain from disparaging remarks, characterizing negatively or derisively, or casting aspersions upon Treasurer, its affiliates, subsidiaries, predecessors and successors, directors, officers, or employees. Treasurer, its directors, and officers shall refrain from disparaging, characterizing negatively or derisively, or casting aspersions upon Medina.

8. Confidentiality. Medina agrees that he shall keep confidential:

- a. Any and all information relating to Treasurer, its operations, including its clients, personnel information, and any other confidential information of Treasurer that she acquired or may have acquired while employed by Treasurer.
- b. The details of this Agreement and shall not discuss or reveal to any person or party, other than his attorney, accountant, spouse, or as required by law, without the prior written consent of both Treasurer & Medina, the terms of this Agreement.

9 Superseding Effect. The parties agree that this Agreement supersedes any prior agreements between the parties, including employment and settlement agreements, which upon execution of this Agreement shall be rendered null and void.

10 Amendment. This Agreement may be modified only by written agreement of all of the parties.

11 Performance. The parties intend that this Agreement may be enforced at law or by a suit for specific performance. In the event it becomes necessary to file suit in a court of law or chancery to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorney fees incurred in pursuit of its claim.

12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Agreement to be effective on the date first written above.

13 Governing Law. This Agreement shall in all respects be construed, interpreted, enforced, and governed under and by the laws of the State of Illinois, without reference to choice of law rules.

14 Severability. Should any part, term, condition, or provision of this Agreement be declared or determined by any court to be illegal or unenforceable, the validity of remaining parts, terms, conditions, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, condition, or provision shall be deemed not to be a part of this Agreement. The obligations set forth in this Agreement are independent of one another in that a breach of any one provision or a waiver of any one provision does not extinguish or waive any duties or rights set forth in any other provision of this Agreement.

15 Understanding. The parties hereto further declare and agree that each has read and fully understands this Agreement. The parties further agree and warrant that each voluntarily executes this Agreement and accepts the consideration above for the purpose of making a full and final compromise, adjustment, release, and settlement of debts, claims, demands, and causes of action described hereinabove, regardless of whether said consideration is considered too much or too little.

16. Time is of the Essence. The parties agree that time is of the essence. This offer of Settlement is valid until 5:00 pm on October 26, 2012.

MEDINA ACKNOWLEDGES THAT HE HAS READ THIS SETTLEMENT AGREEMENT AND RELEASE; THAT HE FULLY KNOWS, UNDERSTANDS, AND APPRECIATES ITS CONTENTS; HAS HAD THE OPPORTUNITY TO BE FULLY ADVISED BY HIS REPRESENTATIVE; AND THAT HE EXECUTES THE SAME AND MAKES THE SETTLEMENT PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

Illinois State Treasurer

Francisco (Frank) Medina

By: _____

Maureen Lydon, General Counsel

Date: _____

10/26/2012

Date: _____

26 OCTOBER 2012

AGREEMENT AND RELEASE

Agreement made this 22nd day of March, 2013, by and between **Kurt Wohler**, [REDACTED] ("Wohler"), and **Office of the Illinois State Treasurer – Dan Rutherford**, of Springfield, Illinois ("Treasurer").

WHEREAS, Wohler has been employed by Treasurer since June 2, 1986; and

WHEREAS, a dispute has arisen between the parties regarding Wohler's employment with Treasurer; and

WHEREAS, Wohler has requested that he be allowed to resign his employment in lieu of discharge; and

WHEREAS, Treasurer has agreed to accept Wohler's resignation in exchange for, among other things, a release and waiver; and

WHEREAS, both parties desire to settle such rights and claims as each shall now have or shall hereafter have against the other.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Recitals. The recitals of this Agreement and Release ("Agreement") are incorporated in and made a part of the operational portion of the Agreement by this reference.
2. Consideration. Treasurer agrees that it shall allow Wohler to continue his employment on the following terms:
 - a. Wohler has vacated the Treasurer's office effective Friday, March 15, 2013.
 - b. From March 14, 2013 – April 30, 2013, Wohler shall be on administrative leave, utilizing all paid leave available to him during such period, retaining his employee health insurance benefits but accruing and/or retaining no other benefit during such period.
 - c. Wohler shall immediately submit his irrevocable resignation effective April 30, 2013.
 - d. Wohler has accumulated 25.53 days' paid sick leave, for which he will be paid a gross sum of approximately \$4,361.00 on April 30, 2013, which sum shall be subject to customary withholdings.

3. Return of Property. Wohler acknowledges that he has returned to Treasurer a portion of the property of the Treasurer and that he will return or arrange for return of all Treasurer property in his possession no later than April 5, 2013. Treasurer will return Wohler's property remaining on its premises, if any, simultaneously.

4. Mutual Release.

a. Wohler does hereby forever release, acquit, and discharge Treasurer Dan Rutherford and the Treasurer's employees, agents, insurers, attorneys, and advisors ("Parties Released") from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities (including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship formerly existing between Wohler and Treasurer and/or termination of that relationship, including, but not limited to:

- (1) Any claim, action, cause of action, or liability arising under Title VII of the *Civil Rights Act of 1964*, as amended, the *Age Discrimination in Employment Act of 1967*, as amended, the *Employee Retirement Income Security Act of 1973*, as amended, the *Rehabilitation Act of 1973*, as amended, the *Americans With Disabilities Act of 1990*, as amended, the *Illinois Human Rights Act*, and/or any other federal, state, or municipal employment discrimination statutes, regulations, or ordinances (including, but not limited to, those for claims based upon age, sex, attainment of benefit plan rights, race, religion, national origin, handicap, disability, retaliation, or veteran status).
- (2) Any claim, action, cause of action, or liability arising under any other federal, state, or local statute, law, ordinance, or regulation.
- (3) Any other claim, action, cause of action, or liability whatsoever, including, but not limited to, claims based upon breach of contract, wrongful termination, defamation, intentional infliction of emotional distress, negligence, and/or any other common law, statutory, or other claim arising out of or relating to Wohler's employment and/or termination of employment with Treasurer and all other claims arising under common law.

b. Treasurer Dan Rutherford and the Treasurer's employees, agents, insurers, attorneys, and advisors do hereby forever release and discharge Wohler from any and all liabilities, accrued or unaccrued, known or unknown, asserted or unasserted, on account of any and all debts, claims, demands, and causes of action for all losses, damages, or liabilities

(including punitive damages), attorney fees and costs, whether at law or in equity, contract or tort, whether judicial or administrative in nature, resulting from, arising out of, or connected with the employment relationship.

5. Covenant Not to Sue. The parties agree that they shall not file, either directly or indirectly, or contact or notify any agency, court, or tribunal by lawsuit or complaint against the other or any Parties Released based upon any claims, as described herein, or any other alleged violation as described above. Additionally, the parties will not authorize any party, governmental or otherwise, to institute any claim for damages via administrative or legal proceeding against the other or any Parties Released. Each of the parties waives the right to monetary damages or other legal or equitable relief awarded by any governmental agency related to such claim.

6. Neutral Reference. Treasurer agrees that it shall provide a neutral reference that will be limited to confirming the dates of Wohler's employment, his rate of pay, and the position of employment held by him.

7. Non-Disparagement. Wohler agrees that he shall refrain from disparaging, characterizing negatively or derisively, or casting aspersions upon Treasurer Dan Rutherford and the Treasurer's employees, agents, insurers, attorneys, and advisors. Treasurer and administration shall refrain from disparaging, characterizing negatively or derisively, or casting aspersions upon Wohler.

8. Confidentiality. Wohler agrees that he shall keep confidential:

a. Any and all information relating to Treasurer, its operations, including its financial and personnel information, and any other confidential information of Treasurer that he acquired while employed by Treasurer.

b. The details of this Agreement and shall not discuss or reveal to any person or party, other than his attorney or accountant or as required by law, without the prior written consent of Treasurer, the terms of this Agreement.

c. The Treasurer consents to Wohler's disclosing this Agreement for purposes of applying for and obtaining unemployment benefits as long as the claim states that Wohler resigned in lieu of discharge.

9. Superseding Effect. The parties agree that this Agreement supersedes any prior agreements between the parties, including employment and settlement agreements, which upon execution of this Agreement shall be rendered null and void.

10. Amendment. This Agreement may be modified only by written agreement of all of the parties.

11 Performance. The parties intend that this Agreement may be enforced at law or by a suit for specific performance. In the event it becomes necessary to file suit in a court of law or chancery to enforce the terms of this Agreement, the prevailing party shall be awarded its reasonable attorney fees incurred in pursuit of its claim.

12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one Agreement to be effective on the date first written above.

13 Governing Law. This Agreement shall in all respects be construed, interpreted, enforced, and governed under and by the laws of the State of Illinois, without reference to choice of law rules.

14. Severability. Should any part, term, condition, or provision of this Agreement be declared or determined by any court to be illegal or unenforceable, the validity of remaining parts, terms, conditions, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, condition, or provision shall be deemed not to be a part of this Agreement; provided, however, that if the release and covenants in paragraphs 4, 5, and 8 are held to be unenforceable, then the parties agree that the provisions of paragraph 2 shall also be null and void and the funds paid to Wohler as and for severance shall be repaid to Treasurer with interest at the then effective pre-judgment rate in Illinois. The obligations set forth in this Agreement are independent of one another in that a breach of any one provision or a waiver of any one provision does not extinguish or waive any duties or rights set forth in any other provision of this Agreement.

15 Understanding. The parties hereto further declare and agree that each has read and fully understands this Agreement. The parties further agree and warrant that each voluntarily executes this Agreement and accepts the consideration above for the purpose of making a full and final compromise, adjustment, release, and settlement of debts, claims, demands, and causes of action described hereinabove, regardless of whether said consideration is considered too much or too little.

16 Acceptance/Revocation. Wohler understands that he may take up to 21 days to decide whether to execute and accept this Agreement. If Wohler does accept, he understands that he has 7 more days (revocation period) to change his mind and so advise Treasurer in writing. Wohler may also consult with his personal attorney before signing.

WOHLER HAS CONSULTED WITH HIS UNION REPRESENTATIVE AND ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND RELEASE; THAT HE FULLY KNOWS, UNDERSTANDS, AND APPRECIATES ITS CONTENTS; HAS BEEN FULLY ADVISED BY HIS REPRESENTATIVE; THAT HE WAIVES THE 21-DAY ACCEPTANCE PERIOD; AND THAT HE EXECUTES THE SAME AND MAKES THE SETTLEMENT PROVIDED FOR HEREIN VOLUNTARILY AND OF HIS OWN FREE WILL.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the date and year first above written.

**Office of the Illinois State Treasurer –
Dan Rutherford**

By 

 Lori Ann McCabe
Deputy Chief of Staff

Kurt Wohler