

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY  
DEPARTMENT, LAW DIVISION**

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CASSANDRA J. MATZ,	)	
	)	
Plaintiff,	)	Case No. 2019 L 6369
	)	
v.	)	Honorable Michael F. Otto
	)	
ILLINOIS STATE SENATE, and	)	
MICHAEL E. HASTINGS, in his	)	
Individual and official capacity,	)	
	)	
Defendants.	)	

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**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Cassandra J. Matz ("Plaintiff"), the Illinois State Senate, and Michael E. Hastings ("Defendants"), collectively referred to as "Parties."

**RECITALS**

Plaintiff filed the above-captioned lawsuit alleging violations of rights protected by statute(s), regulation(s), common law, the Constitution of the State of Illinois and/or the Constitution of the United States (hereinafter referred to as the "Action").

Defendants deny the allegations and affirmatively state that Plaintiff has failed to state a claim upon which relief can be granted.

To avoid further expense and in recognition of the Parties' position, the Parties wish to settle, compromise and terminate this Action.

**TERMS**

The Parties agree to the following:

1. In consideration for the full and complete settlement of this claim, Plaintiff shall receive **\$100,000.00** ("Settlement Amount") payable from appropriations made to the Illinois Department of Central Management Services pursuant to 20 ILCS 405/405105(12). The Settlement Amount shall be paid as follows:

- a. One check in the amount of \$45,000.00 made payable to Plaintiff Cassandra J. Matz. This payment will be mailed to Kurtz, Sleper & Exline, LLC, 610 W. Roosevelt Rd, Suite A2, Wheaton, IL 60187; and,
- b. One check in the amount of \$55,000.00 made payable to Plaintiff's attorney Kurtz, Sleper & Exline, LLC for attorney's fees and costs related to this litigation. This payment will be mailed to Kurtz, Sleper & Exline, LLC, 610 W. Roosevelt Rd, Suite A2, Wheaton, IL 60187

No individual defendant shall be responsible for payment of any sum under this Agreement.

2. The Parties understand that the Settlement Amount is subject to the availability of funds in the State Treasury and the operations of the State Comptroller's office in processing vouchers for payment and withholding funds that Plaintiff may owe to other persons or to state agencies. Plaintiff may contest the validity of these claims through applicable state procedures. Plaintiff and their attorneys shall submit W-9 forms and any other documents reasonably requested to effectuate the payment.

3. The above-tendered consideration is not to be construed as an admission

of any liability.

4. Plaintiff and their heirs, successors, assigns, and all other persons acting on Plaintiff's behalf release and forever discharge Defendants and the State of Illinois, its agencies and their agents, former and present employees, successors, heirs, and assigns and all other persons acting on their behalf from all actions, claims and demands of any kind that arose or could have arisen from the facts alleged or claims made in the Action, whether known or unknown, up to the effective date of this Agreement. Plaintiff and Plaintiff's attorney release, waive, and relinquish any claim or right to attorney fees, costs, or expenses allegedly incurred or due under any statute, rule, or common law provision.
5. Plaintiff agrees to dismiss the Action with prejudice and without attorney fees, costs, or expenses by submitting a fully executed Stipulation to Dismiss to the Court for entry of an order reflecting said dismissal within 20 days of full execution of this Agreement.
6. This Agreement contains the entire agreement between the Parties. No promise has been made to pay or give Plaintiff any consideration other than as stated in this Agreement. All the Parties' agreements, covenants, commitments and warranties, express or implied, oral or written, concerning this Agreement's subject matter are contained in this Agreement.
7. Plaintiff enters into this Agreement as a free and voluntary act with full knowledge of its legal consequences, and in doing so represents and warrants that they have not relied on any information or representation

by Defendants, their counsel, or other agents, oral or written, that are not contained in this Agreement.

8. This Agreement shall be construed and interpreted in accordance with the

laws of the State of Illinois, without regard to principles of conflict of laws.

9. This Agreement may not be changed, modified, or assigned except by written agreement of Plaintiff, the Illinois State Senate, and the Illinois Attorney General.

10. Plaintiff shall not file this Agreement in any court. Plaintiff shall not disclose to anyone the Agreement's terms and conditions, or other terms or related particulars discussed in settlement negotiations, except as necessary to enforce Agreement terms or as expressly required by law. On inquiry, Plaintiff and their attorney shall simply state that these matters were settled to the satisfaction of the Parties.

11. This Agreement shall not be construed to constitute a waiver of sovereign

immunity of the State of Illinois or the Illinois State Senate.

12. If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

13. This Agreement may be executed in multiple counterparts and shall be deemed effective when executed by all the Parties.

AGREED: Cassandra J. Matz

Plaintiff

December 6, 2021

Date

Counsel for Plaintiff

Date

12/6/21

11. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the State of Illinois or the Illinois State Senate.

12. If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

13. This Agreement may be executed in multiple counterparts and shall be deemed effective when executed by all the Parties.

AGREED:

\_\_\_\_\_  
Plaintiff

[REDACTED]

\_\_\_\_\_  
Counsel for Plaintiff

[REDACTED]

Special Assistant Attorney General  
Counsel for Defendant Michael E. Hastings

[REDACTED]

\_\_\_\_\_  
Assistant Attorney General  
Counsel for Defendant Illinois State Senate

[REDACTED]

\_\_\_\_\_  
On behalf of the Illinois State Senate

SECRETARY of the SENATE  
\_\_\_\_\_  
Title

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Date

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12/6/2021

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12/8/2021  
Date