

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by the Social Security Administration, Office of Inspector General ("OIG") and [REDACTED]. The parties, through their counsel, hereby agree as follows:

1. OIG will withdraw the letter it delivered to [REDACTED] [REDACTED] advising him that it was considering taking action to impose civil monetary penalties on him pursuant to Section 1129 of the Social Security Act. No copies or references to the letter or the withdrawn allegations will appear or be a part of any of the employment records or files of [REDACTED] maintained by Social Security Administration and the Office of Inspector General, Social Security Administration, as the case may be. OIG will place a copy of this settlement agreement in any file that contains information on the matters covered by or related to the letter mentioned in this paragraph.

2. OIG will not seek, pursue, or request or encourage any other person or entity to seek or pursue any criminal, civil, or administrative action, including but not limited to any civil penalties under Section 1129 of the Social Security Act and any adverse personnel or other employment or disciplinary actions, against [REDACTED] based on the matters covered by or related to the letter mentioned in paragraph 1.

3. [REDACTED] agrees to participate in further interviews by OIG on the matters covered by or related to the letter mentioned in paragraph 1, subject to the following conditions:

a. [REDACTED] may be accompanied by a representative of his choosing to any future interviews conducted by the OIG.

b. Neither the answers provided at any such OIG interviews by [REDACTED] nor any information or evidence which is gained by reason of such statements, nor any information previously obtained by the OIG from any source whatsoever shall be used against [REDACTED] in any criminal, civil, or administrative proceeding, including but not limited to any action for civil penalties under Section 1129 of the Social Security Act and any adverse personnel or other employment or disciplinary actions, except that if he knowingly and willfully provides false statements or information in his answers, he may be

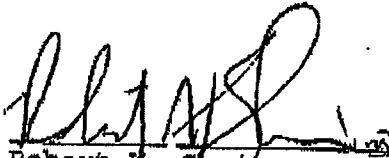
subject to criminal, civil, or administrative prosecution for that action.

4. Prior to participating in any such OIG interviews, [REDACTED] agrees to sign the attached form (which may be printed on OIG letterhead).

5. The OIG further agrees to fully immunize and hold harmless [REDACTED] from any criminal, civil, or administrative proceeding, including but not limited to any action for civil penalties under Section 1129 of the Social Security Act and any adverse personnel or other employment or disciplinary actions from any of the matters described in the letter referred to in Paragraph 1 above and any and all other and further matters as may fairly arise out of the allegations contained therein (except as provided in paragraph 3.b).

For [REDACTED]

For OIG:



Robert M. Striver, III  
NATIONAL TREASURY EMPLOYEES UNION  
1750 H Street, NW  
Washington, DC 20006



Kathy Buller  
Social Security Admin.  
Office of Inspector General  
Room 3-ME-1 Meadows East  
6401 Security Boulevard  
Baltimore, MD 21235

Date: 4/11/07

Date: 1/22/07

**WARNINGS AND ASSURANCES TO EMPLOYEES REQUIRED TO PROVIDE  
INFORMATION**

You are being asked to provide information as part of an investigation being conducted by the Office of Inspector General into general office practices.

The purpose of this interview is to obtain information which will assist in the investigation of general office practices. This investigation is being conducted pursuant to the Inspector General Act of 1978, as amended.

- You are going to be asked a number of specific questions concerning the performance of your official duties.
  - You have a duty to reply to these questions, and agency disciplinary action, including dismissal, may be undertaken if you refuse to answer, or fail to reply, fully and truthfully.
  - Neither your answers nor any information or evidence which is gained by reason of such statements can be used against you in any criminal, civil, or administrative proceeding, including but not limited to any action for civil penalties under Section 1129 of the Social Security Act and any adverse personnel or other employment or disciplinary actions, except that if you knowingly and willfully provide false statements or information in your answers, you may be subject to criminal, civil, or administrative prosecution for that action.
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- You have the right to have a representative of your choosing accompany you to this interview.

**ACKNOWLEDGMENT**

I have read the above statements or they have been read to me, and I have been afforded an opportunity to ask questions about them. I understand my rights and am willing to make a statement and answer questions.

\_\_\_\_\_  
Office of the Inspector General  
Special Agent/Interviewer

\_\_\_\_\_  
Employee's Signature

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Location: \_\_\_\_\_