

# Exhibit A

www.DukeEmployees.com - Duke Energy Employee Advocate

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"We have no intention of prosecuting Rush Limbaugh because lying through your teeth and being stupid isn't a crime" - Leo Jennings, spokesman for Ohio Attorney General Marc Dann

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## The Duke Energy Voluntary Offer Plan

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The actual Voluntary Offer Plan (VOP) was not quite as good as it was rumored to be. But hey, nothing ever is. We did gain another nifty acronym, which will soon become an anacronym.

Jim Rogers never misrepresented it. He always said that it was an effort to save money. Still, it was almost twice as good as any previous plan offered.

### 2003

At any given time, there are always some employees ready to leave the company. All it takes is a little nudge. Duke should have no trouble finding 5% of the work force willing to take it.

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For the total handling of the VOP, the Employee Advocate will give Jim Rogers a grade of A+. He avoided all the mistakes of the past.

### 2002

First, and most importantly, it is *voluntary*. The first company-wide layoff in 1988 was not voluntary. Duke kept the pending layoff a secret from the employees, until *The Charlotte Observer* broke the story. When the pending layoff made headlines, Duke immediately dropped the axe. It was a classic example of "dumbsizing." Indispensable employees, who were axed, were immediately hired back. The employees that were left were resentful of the hamhanded implementation of the whole process. Morale never fully recovered.

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The VOP sets limits on the number of takers in each work group. In Duke's first "voluntary separation opportunity," some entire departments were wiped out.

### 2001

It was amazing the number of employee who did not realize that they would have to sign a waiver to collect any money. The money is the bait; the waiver is the hook. There will always be a hook.

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This is not to say that the VOP will not be a good deal for some employees. But the waiver should be read completely and understood before anything is

2000

- Duke 4
- Duke 3
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- Duke 1

signed.

No Free Money from Duke

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1999

Duke

Will You Be a Victim of Killer Coal? - "dirty coal is not only unsustainable...it is also extremely deadly to human life"

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## Welcome to 2010

Employee Advocate - [www.DukeEmployees.com](http://www.DukeEmployees.com) - January 1, 2010

The cash balance plan lawsuit, brought against Duke Energy by employees and retirees, will be going to trial. The class certification ruling was issued on September 4, 2009. Potential class members will be contacted.

### CLASS CERTIFICATION ORDER

The class definition was ordered to be modified on 9/28/09.

### MODIFICATION OF CLASS DEFINITION

Attorney Mona Lisa Wallace was elected president of Public Justice in July. Public Justice is the largest and most successful public interest law organization in the country. It could not have possibly done better than gaining Ms. Wallace as president. She relentlessly carries the fight to oppressors of every stripe. Ms. Wallace was named North Carolina Super Lawyer in 2007, and that she is.

As a partner of the law firm Wallace and Graham, Ms. Wallace will continue to represent employees of various corporations, including Duke Energy. Congratulations to Ms. Wallace on a well deserved honor!

There were three Duke Energy contractor fatalities in 2009. In one case, it was difficult to identify the victim. No one on the crew could speak English and the victim was carrying multiple ID's.

### Duke Energy Contractor Killed

The Employee Advocate is glad that Jim Rogers has signed on as CEO until 2013.

### Jim Rogers Signs New Contract with Duke Energy

In the footsteps of Paul Anderson, Jim Rogers has put 100% of his energy into running Duke Energy. His example is more effective than all the

## Positive Layoff Echoes

Employee Advocate – [www.DukeEmployees.com](http://www.DukeEmployees.com) – February 24, 2006

*The Charlotte Observer* ran a story about Duke Energy's efforts to get 1500 employees to volunteer to be laid off. It quoted Duke Energy spokesman Pete Sheffield as saying "Early indicators are that the response to the voluntary window has been positive. It's clear that employees appreciate having that choice."

In comments to Duke Energy employees, Chris Rolfe, corporate human resources VP, said "The response was positive. We think folks appreciated having some choice."

When management programs some voice chips and pops them into the backs of the heads of some PR types, they will always parrot the very same line.

And another thing; the PR peddlers have never witnessed anything that was not positive, to hear them tell it! No corporate disaster can ever be so bad that they cannot put a positive spin on it. If poison gas killed everyone at a nuclear plant, the event would still get a positive spin. The Duke Energy press release would read: "No Radiation Released to the Public." And it would be pointed out that the unplanned annihilation of employees would reduced the need for future layoffs! No matter what happens, it's going to be positive.

It is not that these two particular feel good statements are untrue, it is just striking that they are nearly identical. The statements are, in fact, true. Employees who have endured all they can stand of Duke Energy only want out. Any money that will enable them to leave is certainly viewed as positive.

Did it really take Duke Energy over a century to discover that employees actually do want to control their own destinies? Yes, people had rather make their own decisions as to whether they continue working or not. When a company arbitrarily lays off employees, it's a disaster for everyone. Those who wanted to stay are forced to go. Those who wanted to go, are left behind to toil. The company also pays a price for its ham handed actions, one way or another.

Even if all 1500 layoff slots are filled by volunteers, there is still a price to be paid. The loss of expertise cannot be ignored.

The following statement in the *Observer* shows that employees are concerned about the loss of expertise AND it shows that corporate intimidation is alive and well at Duke Energy: **"Two workers, who didn't want their names used for fear of losing their jobs, said they're worried to see so much experience walking out the door."**

And speaking of choice, if the pension plan is converted after employees have worked 25-years under a different plan, employees also deserve to choose between the two plans. When long term employees get the worst parts of a promised pension plan and a cash balance plan, only a fool would choose the cash balance plan.

Some corporations give all employees a choice between the old plan and the cash balance plan. Under those conditions there are no squabbles and no lawsuits. When a corporation wants to extract the maximum amount of pension money from employees, it will force the cash balance plan on almost everyone. Forcing employees into a cash balance plan was never intended to benefit the “young, mobile employee.” Cash balance plans were designed to benefit the “old, fat executive.”

If Duke Energy is really confident that its cash balance plan is not illegal, why is it asking layoff volunteers to waive their rights to any pension settlement?

Early 2006 Waiver and Release Form

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## **Early 2006 Waiver and Release Form**

Employee Advocate – [www.DukeEmployees.com](http://www.DukeEmployees.com) – February 23, 2006

*This waiver was available to eligible Duke Energy employees, without the benefit of a labor union, until 2/21/06. It contains the enhancements negotiated by the law firm of Wallace and Graham. Specifically, pending or future claims to Workers' Compensation benefits are NOT waived in paragraph 5. And, paragraph 9 provides a 7-day window to revoke the waiver. A conspicuous notice of the Duke Energy Cash Balance Retirement Plan Lawsuit is also included.*

### **IMPORTANT NOTICE-READ BEFORE SIGNING WAIVER AND RELEASE**

Before signing the Waiver and Release in order to receive severance benefits, you should be aware that a class action has been filed in federal district court in South Carolina alleging violations of the Age Discrimination in Employment Act and the Employee Retirement Income Security Act arising out of the conversion of the Duke Power Company Employees' Retirement Plan into the Duke Power Company Retirement Cash Balance Plan and the administration of the Duke Energy Cash Balance Retirement Plan. The plaintiffs seek to represent a proposed class defined as “all present and/or former employees of Duke Energy who participated in the Duke Energy Retirement Cash Balance Plan on or after January 1, 1997.” The case is entitled George et al. v. Duke Energy Cash Balance Retirement Plan and Duke Energy Corporation, Case No. 806-cv-00373-HFF (the “class action”). Please note that if you sign and do not revoke the Waiver and Release within the specified time, the Company will take the position as specified in paragraph 7 of the Waiver and Release that you have waived your potential claims and damages in that lawsuit. **THE COMPANY STRONGLY ADVISES YOU TO CONSULT LEGAL COUNSEL BEFORE SIGNING THE WAIVER AND RELEASE.** The lawyers who filed the class action are as follows:

James R. Gilreath  
William M. Hogan  
THE GILREATH LAW FIRM, P.A.

110 Lavinia Avenue  
P. O. Box 2147  
Greenville, SC 29602  
(864) 242-4727

Charles W. Whetstone, Jr.  
Cheryl F. Perkins  
WHETSTONE MYERS PERKINS & YOUNG LLC  
1303 Blanding Street (29201)  
P. O. Box 8086  
Columbia, SC 20202  
(893) 799-9400

Mona Lisa Wallace  
WALLACE & GRAHAM, P.A.  
525 North Main Street  
Salisbury, North Carolina 28144  
(704) 633-5244

### WAIVER AND RELEASE FORM

\_\_\_\_\_  
Name

\_\_\_\_\_  
Employee ID Number

Note: The term "Company" in this Waiver and Release Form includes Duke Energy Corporation ("Duke Energy") and all of its affiliated companies ("Affiliates"), which shall consist of any other corporation, or other entity in which Duke Energy Corporation holds, directly or indirectly, an 80% or greater ownership interest. "Company" also includes any employee benefit plan established or maintained by Duke Energy or any of its Affiliates, and any administrator, trustee, fiduciary, or service provider of any such plan.]

1. I understand that the Company has established "The Duke/Cinergy Merger Integration Severance Benefits Plan (PN 561)" (the "Plan") for eligible employees who satisfy all of the Plan's requirements for entitlement to Plan benefits, including the execution of this Waiver and Release (or other waiver form acceptable to the Company). The Severance Payment and other benefits of this Plan will be provided at Company expense and are in addition to the regular salary and benefits package to which I am otherwise entitled as an employee. I acknowledge that I have notified the Company of my decision to volunteer to terminate my employment with the Company under the Plan, and that the Company accepted my decision.

2. I acknowledge that I have received and read a copy of the Plan document and Summary Plan Description. I also acknowledge that the Company has provided me with written information identifying: a) any class, unit, or group of individuals covered by the Plan, any eligibility factors for the Plan, and any time limits applicable to the Plan; and b) the job titles and ages of all individuals eligible or selected for the Plan, and the ages of all individuals in the same

job classification or organizational unit who are not eligible or selected for the Plan.

3. I understand that, under the terms of the Plan, if I sign and do not revoke this Waiver and Release, I will receive a Severance Payment in an amount equal to \*\*\*\*\* , subject to withholding for taxes and other lawful purposes, as well as outplacement services, up to Two Thousand Six Hundred Dollars (\$2,600.00) in education reimbursements, and I will be eligible for COBRA or retiree group health premium payments made on my behalf for up to six (6) months. I understand that in order to receive the Severance Payment, as well as the other benefits described in this paragraph, I must enter into and sign this Waiver and Release.

4. I understand that I have until \*\*\*\*\* , 2006, a date that is at least forty-five (45) days from the date I received this form, in which to consider whether to sign and enter into this Waiver and Release. I understand that I may not sign and enter into this Waiver and Release before the termination of my employment with the Company. I understand that in order to become entitled to the benefits under the Plan, I must return this signed Waiver and Release to \*\*\*\*\* , by that date, \*\*\*\*\* , 2006. I FURTHER UNDERSTAND THAT THIS SIGNED WAIVER AND RELEASE WILL NOT BE ACCEPTED AFTER THIS DATE.

5. In exchange for my becoming entitled to receive the Severance Payment and other benefits under the Plan, I voluntarily and knowingly waive any and all claims and rights which I might have arising out of or related to my employment with the Company and/or the termination of my employment with the Company. I also voluntarily and knowingly release the Company, its directors, officers, employees, agents, and other representatives from any and all liability and damages, including but not limited to liquidated damages, arising in any manner whatsoever out of my employment and the termination of that employment. This Waiver and Release includes, but is not limited to, claims and rights under: a) the Civil Rights Act of 1991 and Title VII of the Civil Rights Act of 1964, as amended; b) the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621, et seq., "ADEA"); c) the Older Workers Benefit Protection Act of 1990, as amended; d) the Americans with Disabilities Act; e) the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including but not limited to fiduciary claims; f) (if applicable, list specific state law); g) any other federal, state, or local law or regulation, including any law or regulation concerning discrimination based on race, sex, color, religion, national origin, citizenship, age, handicapped or disabled status, and Vietnam era veteran's status; h) the Worker Adjustment and Retraining Notification Act or any other federal, state, or local law or regulation relating to notification of any plant or business closing or employee layoff; i) and any express or implied term or condition of my employment with the Company, including any claim for wrongful discharge, breach of contract, or claim for compensation. This Waiver and Release does not waive rights and claims that may arise after the date I sign this form, nor any pending or future claims to Workers' Compensation benefits.

6. I understand that by signing this Waiver and Release, I do not waive and release any rights and claims to any benefits due to me under the terms of any employee retirement benefit plan maintained by the Company in which I am a participant. The specific application of the Waiver and Release to my benefits under the Duke Energy Retirement Cash Balance Plan ("Cash Balance Plan") is explained in paragraph 7 below.

7. SPECIAL PARAGRAPH RELATING TO CLASS ACTION LITIGATION. You may or may not know that a class action lawsuit was commenced on February 6, 2006. Here is the caption of that case: Kenneth Walton George, Dennis Reed Bowen, Clyde Freeman, George

Moyers, Jim Matthews, and Henry Miller, on their own behalf and on behalf of a class of persons similarly situated v. Duke Energy Retirement Cash Balance Plan and Duke Energy Corporation, Case No. 8:06-CV-00373-HFF, pending in the United States District Court for the District of South Carolina. This paragraph deals with that lawsuit, and any lawsuit asserting similar claims (the "Cash Balance Plan Litigation"). The Cash Balance Plan Litigation seeks additional benefits under the Cash Balance Plan, and other relief. The Company and the Cash Balance Plan intend to defend themselves vigorously in the Cash Balance Plan Litigation and take the position that no damages should result from the litigation. You should consider the Cash Balance Plan Litigation in connection with this Waiver and Release, because the Company and the Cash Balance Plan will take the position that this Waiver and Release completely releases your rights in the Cash Balance Plan Litigation. In the event that a court in the Cash Balance Plan Litigation should rule that despite this Waiver and Release you are entitled to some recovery of benefits under the terms of the Cash Balance Plan, you agree that you will get only the difference, if any, between what you have been paid under this Waiver and Release and what you would get under that ruling. In the event that a court in the Cash Balance Plan Litigation should rule that despite this Waiver and Release the Company or the Cash Balance Retirement Plan must pay damages other than benefits under the Cash Balance Plan, you agree that you will get only the difference, if any, between what you have been paid under this Waiver and Release and what you would get under that ruling. You are free to consult with counsel representing the plaintiff class in the Cash Balance Plan Litigation whose names and addresses are set forth on the attached Notice. You may, of course, contact any other lawyer. You are encouraged to discuss this matter with the lawyer of your own choosing.

8. I understand that nothing in this Waiver and Release prohibits me 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, or any other federal or state governmental agency. I further understand that this Waiver and Release does not prohibit me from participating in any way in any state or federal administrative, judicial, or legislative proceeding or investigation or filing a charge of discrimination with an administrative agency. I understand that should an agency pursue any claims on my behalf, by signing and not revoking this Waiver and Release, I have waived my right to any monetary recovery.

9. FOR A PERIOD OF SEVEN (7) DAYS FOLLOWING THE SIGNING BY YOU OF THIS WAIVER AND RELEASE, YOU MAY REVOKE THE WAIVER AND RELEASE, AND THE WAIVER AND RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL A PERIOD OF SEVEN (7) DAYS FOLLOWING THE SIGNING BY YOU OF THE WAIVER AND RELEASE HAS EXPIRED. YOU MAY REVOKE THIS WAIVER AND RELEASE BY DELIVERING A WRITTEN NOTICE OF REVOCATION TO \_\_\_\_\_ AT THE ADDRESS IN PARAGRAPH 4 OR FAX NUMBER \_\_\_\_\_ . FOR THE REVOCATION TO BE EFFECTIVE, IT MUST BE RECEIVED NO LATER THAN THE SEVENTH (7th) CALENDAR DAY AFTER YOU SIGN THE WAIVER AND RELEASE. IF YOU REVOKE THE WAIVER AND RELEASE AFTER SIGNING IT, IT WILL BE NULL AND VOID, AND YOU WILL NOT RECEIVE THE SEVERANCE PAYMENT AND OTHER BENEFITS UNDER THE PLAN.

10. **I UNDERSTAND THAT SIGNING THIS WAIVER AND RELEASE IS AN IMPORTANT LEGAL ACT, AND THAT BY SIGNING IT IN ORDER TO RECEIVE THE SEVERANCE PAYMENT AND ADDITIONAL BENEFITS UNDER**

**THE PLAN, I MIGHT FORFEIT CERTAIN LEGAL RIGHTS. I ACKNOWLEDGE THE COMPANY IS ADVISING ME IN WRITING TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS WAIVER AND RELEASE.**

11. **It is understood by you and the Company that if any part of this Waiver and Release is held by a court to be invalid, the remaining portions shall not be affected.**

12. I sign this form signifying my agreement with the understandings and acknowledgments listed and with the intent to be bound by this Waiver and Release and with the intent that this Waiver and Release will be binding upon me, my executors, administrators, heirs, successors, and assigns.

*The link below is to the first waiver enhancement negotiated by Wallace and Graham:*

Do NOT Take Severance Package Before Reading This

Another Hollow Duke Energy Program

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