

## **GENERAL RELEASE OF ALL CLAIMS**

This severance agreement and general release of all claims ("Release") is entered into this \_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_ ("\_\_\_\_") or "EMPLOYEE") and \_\_\_\_\_, and their officers, representatives, agents, principals, partners and employees (all collectively referred to as "EMPLOYER").

### **RECITALS**

A. EMPLOYEE was employed by EMPLOYER as JOB TITLE, from on or about START DATE, until END DATE. EMPLOYEE claims, inter alia, that EMPLOYER breached its contract with EMPLOYEE, owes EMPLOYEE commissions and/or wages, and other damages.

B. EMPLOYER wishes to pay to EMPLOYEE, and EMPLOYEE wishes to accept \$AMOUNT ONE Dollars gross pay as W-2 wages, and \$AMOUNT TWO Dollars as compensation for other claims, including interest, penalties, attorneys fees, costs, emotional distress and other damages resulting from claims asserted. It is understood and agreed that EMPLOYEE's last day of work is END DATE, and EMPLOYEE will not reapply for employment with EMPLOYER in the future. EMPLOYER desires to settle and compromise any and all possible claims EMPLOYEE may have against EMPLOYER arising out of the employment relationship, and to provide for a release of any such claims, whether or not such claims have been asserted. Such claims include certain allegations made or which could be made by EMPLOYEE, which claims are disputed and denied by EMPLOYER. Therefore, it is agreed and understood that this Release is a compromise of any and all potentially disputed claims, and that this Release is not an admission of liability or wrongdoing by any party.

### **AGREEMENT**

1. IN CONSIDERATION of payment in the above amounts, EMPLOYEE does hereby unconditionally and absolutely release and discharge EMPLOYER from any and all loss, liability, causes of action, suits of any type and/or claims of any type, related directly or indirectly or in any way connected with EMPLOYEE's employment at EMPLOYER or the termination of her employment. This Release applies to any claims arising out of or related to EMPLOYEE's employment with EMPLOYER or her termination therefrom.

2. IN FURTHER CONSIDERATION of the above, EMPLOYEE agrees that she will not prosecute in any administrative agency, whether federal or state, or in any court, any claim or demand of any type related to her employment, it being the intention of the parties that with this Release, EMPLOYER will be forever discharged from all obligations to EMPLOYEE arising out of or related to her employment. This release includes, but is not limited to, claims of breach of contract or misrepresentation or wrongful termination arising out of or relating to employment or the termination thereof, or any alleged violations of Title VII of the Civil Rights Act of 1964, the Age

Discrimination in Employment Act, the Americans with Disability Act, the California Fair Employment and Housing Act, the California and Federal Family Leave Acts, the California Labor Code, the California Government Code Sections 12940 et seq., all as amended, all claims for wages, compensation, or commissions owed, or any other laws and/or regulations relating to sexual harassment, gender discrimination and employment discrimination.

3. EMPLOYEE expressly waives the benefits provided by California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know of or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

4. EMPLOYEE certifies that she has read this Release, the quoted Civil Code section and that she fully understands this Release.

5. EMPLOYEE declares that no promise or agreement not contained herein has been made, and that this Release contains the full and entire agreement between the parties.

6. Any dispute arising out of this Release or EMPLOYEE's employment or termination shall be resolved by binding arbitration under the rules and procedures of the American Arbitration Association, and the findings of the arbitrator shall be binding.

7. If any provision of this Release or part thereof is held invalid, void or voidable, the invalidity shall not affect other provisions or parts, which shall be given effect.

8. If either party to this agreement breaches this Release, the prevailing party in any action to enforce the provisions of this Release shall be entitled to attorneys fees and costs.

9. EMPLOYEE acknowledges that all confidential materials, records and documents concerning EMPLOYER that have come into EMPLOYEE's possession during employment with EMPLOYER have been returned to EMPLOYER. EMPLOYEE agrees not to disclose to any person or entity, including any competitor of EMPLOYER and any future employer, any of EMPLOYER's trade secrets or other confidential information. EMPLOYEE acknowledges all EMPLOYER's property obtained during the course of employment with EMPLOYER has been returned to EMPLOYER.

10. EMPLOYEE agrees that the terms and conditions of this Agreement, and any and all actions by the parties to this agreement to effectuate this agreement, are confidential and shall not be disclosed, discussed or revealed by EMPLOYEE to any other person or entity except spouse, attorney, financial advisor, or as required by law.

In the event any person or entity asks EMPLOYEE about any such matters, EMPLOYEE shall respond only that "the matter has been resolved," and refuse to discuss any such matters further. The damages arising out of any breach of this confidentiality provision are and will be extremely difficult to ascertain, and therefore the parties to this agreement agree that any breach of this paragraph will result in an award of liquidated damages in the amount of \$LIQUIDATED DAMAGES, in addition to any other remedies available to EMPLOYER.

11. EMPLOYEE acknowledges Company hereby has advised EMPLOYEE in writing to discuss this Agreement with an attorney before executing it and that Company has provided EMPLOYEE at least twenty-one (21) days within which to review and consider this Agreement before signing it.

12. The Parties acknowledge and agree that EMPLOYEE may revoke this Agreement for up to seven (7) calendar days following the execution of this Agreement, and that it shall not become effective or enforceable until the revocation period has expired,. The Parties further acknowledge and agree that such a revocation must be in writing, addressed to DEFENSE COUNSEL, and received not later than 5:00 p.m. on the seventh (7th) day following execution of this Agreement by EMPLOYEE. If EMPLOYEE revokes this Agreement, it shall not be effective or enforceable and EMPLOYEE will not receive monies and benefits described above.

13. If EMPLOYEE does not revoke this Agreement in the time frame specified in Paragraph 16 above, the Agreement shall become effective at 12:01 a.m. on the eighth (8th) day after it is signed by EMPLOYEE.

THE UNDERSIGNED HAS EXECUTED THIS RELEASE ON THE DATE SHOWN BELOW, AND BY HER SIGNATURE BELOW ACKNOWLEDGES THAT SHE HAS READ AND UNDERSTOOD THE ABOVE, AND THAT THIS IS A COMPLETE RELEASE OF ALL CLAIMS:

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

\_\_\_\_\_  
EMPLOYEE

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

\_\_\_\_\_  
EMPLOYER