**EMPLOYEE SEVERANCE AGREEMENT**

This Employee Severance Agreement (the “Agreement”) is entered into as of the below-defined Effective Date by and between {{ text\_company\_legal\_name }} (“{{ text\_company\_short\_name }}” or the “Company”) and {{ text\_employee\_first\_name }} {{ text\_employee\_last\_name }} (“Employee” or “{{ text\_employee\_last\_name }}”). {{ text\_company\_short\_name }} and Employee may be referred to individually as a “Party,” or collectively as the “Parties.”

**RECITALS**

1. After {{ text\_separation\_date }} (the “Separation Date”), Employee will no longer be employed by {{ text\_company\_short\_name }}.
2. {{ text\_company\_short\_name }} has agreed to provide {{ text\_employee\_last\_name }} with valuable consideration to facilitate {{ radio\_gender|pronoun\_hisher }} transition and departure from the Company.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

Recitals. The Parties acknowledge and agree to the accuracy of the Recitals set forth above and incorporate them into this Agreement by this reference.

Separation and Effective Date. {{ text\_employee\_last\_name|possessive }} last day of employment with {{ text\_company\_short\_name }} shall be the above-referenced Separation Date, after which {{ radio\_gender|pronoun\_heshe }} shall no longer be entitled to any rights, benefits, or compensation except as may be specifically stated in this Agreement or required by applicable law. The Effective Date shall be the date that Employee signs this Agreement.

Compensation Owed At Time of Separation. yn\_employee\_receives\_commission == "Yes" and yn\_pay\_out\_pvt == "Yes" On or before the Separation Date, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} all earned and accrued wages/compensation (including any commissions and unused paid vacation time) due to {{ radio\_gender|pronoun\_himher }} through the Separation Date. Wages/compensation paid under this provision of the Agreement shall be subject to all required and voluntary payroll deductions and withholdings. {{ text\_employee\_last\_name }} is entitled by law to those wages/compensation regardless of whether or not {{ radio\_gender|pronoun\_heshe }} elects to sign this Agreement. {{ text\_employee\_last\_name }} acknowledges and agrees that upon receipt of the wages/compensation referenced in this provision, {{ text\_company\_short\_name }} shall not owe Employee any additional wages/compensation for any time up to and including the Separation Date.###yn\_employee\_receives\_commission == "No" and yn\_pay\_out\_pvt == "No" On or before the Separation Date, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} all earned wages/compensation due to {{ radio\_gender|pronoun\_himher }} through the Separation Date. Wages/compensation paid under this provision of the Agreement shall be subject to all required and voluntary payroll deductions and withholdings. {{ text\_employee\_last\_name }} is entitled by law to those wages/compensation regardless of whether or not {{ radio\_gender|pronoun\_heshe }} elects to sign this Agreement. As of the Separation Date, {{ text\_employee\_last\_name }} was not entitled to receive any paid vacation time, and thus {{ radio\_gender|pronoun\_heshe }} acknowledges and agrees that upon receipt of the wages/compensation referenced in this provision, {{ text\_company\_short\_name }} shall not owe {{ text\_employee\_last\_name }} any additional wages/compensation for any time up to and including the Separation Date.###yn\_employee\_receives\_commission == "Yes" and yn\_pay\_out\_pvt == "No" On or before the Separation Date, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} all earned and accrued wages/compensation (including commissions, if any) due to {{ radio\_gender|pronoun\_himher }} through the Separation Date. Wages/compensation paid under this provision of the Agreement shall be subject to all required and voluntary payroll deductions and withholdings. {{ text\_employee\_last\_name }} is entitled by law to those wages/compensation regardless of whether or not {{ radio\_gender|pronoun\_heshe }} elects to sign this Agreement. As of the Separation Date, {{ text\_employee\_last\_name }} was not entitled to receive any paid vacation time, and thus {{ radio\_gender|pronoun\_heshe }} acknowledges and agrees that upon receipt of the wages/compensation referenced in this provision, {{ text\_company\_short\_name }} shall not owe {{ radio\_gender|pronoun\_himher }} any additional wages/compensation for any time up to and including the Separation Date.###yn\_employee\_receives\_commission == "No" and yn\_pay\_out\_pvt == "Yes" On or before the Separation Date, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} all earned and accrued wages/compensation (including unused paid vacation time) due to {{ radio\_gender|pronoun\_himher }} through the Separation Date. Wages/compensation paid under this provision of the Agreement shall be subject to all required and voluntary payroll deductions and withholdings. {{ text\_employee\_last\_name }} is entitled by law to those wages/compensation regardless of whether or not {{ radio\_gender|pronoun\_heshe }} elects to sign this Agreement. {{ text\_employee\_last\_name }}, therefore, acknowledges and agrees that upon receipt of the wages/compensation referenced in this provision, {{ text\_company\_short\_name }} shall not owe {{ radio\_gender|pronoun\_himher }} any additional wages/compensation for any time up to and including the Separation Date.###

yn\_commissions\_after\_separate\_date == "Yes"

yn\_commission\_agreement == "Yes"

Future Commission Payments. Notwithstanding any other provisions contained in this Agreement, and despite Employee’s separation from {{ text\_company\_short\_name }}, {{ text\_company\_short\_name }} acknowledges that, subject to the express terms contained in the {{ text\_commission\_agreement\_title }} signed by {{ text\_employee\_last\_name }} on or about {{ text\_date\_commission\_agreement\_signed }}, Employee shall be entitled to receive additional commission payments following the Separation Date. Only the provisions addressing Employee’s right to receive post-employment commission payments shall be incorporated by this reference into this Agreement.

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yn\_commission\_agreement == "No"

Future Commission Payments. Notwithstanding any other provisions contained in this Agreement, and despite Employee’s separation from {{ text\_company\_short\_name }}, {{ text\_company\_short\_name }} acknowledges that, subject to the express terms contained in the Post-Employment Commission Addendum attached as Exhibit “A” and incorporated into this Agreement by this reference, {{ text\_employee\_last\_name }} shall be entitled to receive additional commission payments following the Separation Date.

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Severance Payment. radio\_lumpsum\_or\_payments == "One Lump Sum" and number\_employee\_age < 40In addition to the wages/compensation that {{ text\_company\_short\_name }} shall pay to {{ text\_employee\_last\_name }} regardless of whether this Agreement is executed, and as separate consideration for Employee’s signing of *this* Agreement, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} the sum of ${{ text\_severance\_amount }} (the “Severance”). Subject to any other relevant conditions contained in this Agreement, {{ text\_company\_short\_name }} shall have seven (7) calendar days from the later of the Effective Date or the date that {{ text\_employee\_last\_name }} delivers the original signed and initialed document to {{ text\_company\_short\_name|possessive }} counsel to tender the Severance to {{ text\_employee\_last\_name }}. The Severance shall be paid in one lump sum and shall be mailed to Employee at the address on file with {{ text\_company\_short\_name }}, or at any other address that {{ text\_employee\_last\_name }} provides to the Company in writing. {{ text\_company\_short\_name }} shall deduct from the Severance all required deductions and withholdings.###radio\_lumpsum\_or\_payments == "One Lump Sum" and number\_employee\_age >= 40In addition to the wages/compensation that {{ text\_company\_short\_name }} shall pay to {{ text\_employee\_last\_name }} regardless of whether this Agreement is executed, and as separate consideration for Employee’s signing of *this* Agreement, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} the sum of ${{ text\_severance\_amount }} (the “Severance”). Provided that Employee does not cancel this Agreement during the time period (and in the manner) set forth below, upon expiration of the seven (7) calendar day cancellation period and delivery of the original signed and initialed document to {{ text\_company\_short\_name|possessive }} counsel, {{ text\_company\_short\_name }} shall have an additional seven (7) calendar days to tender the Severance to {{ text\_employee\_last\_name }}. The Severance shall be paid in one lump sum and shall be mailed to Employee at the address on file with {{ text\_company\_short\_name }}, or at any other address that {{ text\_employee\_last\_name }} provides to the Company in writing. {{ text\_company\_short\_name }} shall deduct from the Severance all required deductions and withholdings.###radio\_lumpsum\_or\_payments == "Payments" and number\_employee\_age < 40In addition to the wages/compensation that {{ text\_company\_short\_name }} shall pay to {{ text\_employee\_last\_name }} regardless of whether this Agreement is executed, and as separate consideration for Employee’s signing of *this* Agreement, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} the sum of ${{ text\_severance\_amount }} (the “Severance”). {{ text\_company\_short\_name }} shall tender the Severance to {{ text\_employee\_last\_name }} in {{ number\_severance\_payments|number\_to\_word }} ({{ number\_severance\_payments }}) equal installments of ${{ text\_amount\_each\_payment }}. Each of the Severance payments shall be payable on {{ text\_company\_short\_name|possessive }} regular paydays, with the first payment occurring on the first regular payday following the later of the Effective Date or the date that {{ text\_employee\_last\_name }} delivers the original signed and initialed document to {{ text\_company\_short\_name|possessive }} counsel. The Severance payments shall be mailed to Employee at the address on file with {{ text\_company\_short\_name }}, or at any other address that {{ text\_employee\_last\_name }} provides to the Company in writing. {{ text\_company\_short\_name }} shall deduct from the Severance payments all required deductions and withholdings. ###radio\_lumpsum\_or\_payments == "Payments" and number\_employee\_age >= 40In addition to the wages/compensation that {{ text\_company\_short\_name }} shall pay to {{ text\_employee\_last\_name }} regardless of whether this Agreement is executed, and as separate consideration for Employee’s signing of *this* Agreement, {{ text\_company\_short\_name }} shall pay {{ text\_employee\_last\_name }} the sum of ${{ text\_severance\_amount }} (the “Severance”). Provided that Employee does not cancel this Agreement during the time period (and in the manner) set forth below, {{ text\_company\_short\_name }} shall pay the Severance to {{ text\_employee\_last\_name }} in {{ number\_severance\_payments|number\_to\_word }} ({{ number\_severance\_payments }}) equal installments of ${{ text\_amount\_each\_payment }}. Each of the Severance payments shall be payable on {{ text\_company\_short\_name|possessive }} regular paydays, with the first payment occurring on the first regular payday that is at least eight (8) calendar days after the later of the Effective Date or the date that {{ text\_employee\_last\_name }} delivers the original signed and initialed document to {{ text\_company\_short\_name|possessive }} counsel. The Severance payments shall be mailed to Employee at the address on file with {{ text\_company\_short\_name }}, or at any other address that {{ text\_employee\_last\_name }} provides to the Company in writing.. {{ text\_company\_short\_name }} shall deduct from the Severance payments all required deductions and withholdings.### {{ text\_employee\_last\_name }} acknowledges and agrees that {{ text\_company\_short\_name }} has no legal obligation to offer or provide the Severance to {{ radio\_gender|pronoun\_himher }}, and that {{ text\_company\_short\_name }} is only doing so in exchange for {{ radio\_gender|pronoun\_hisher }} signature on this Agreement. In fact, nothing in this Agreement shall be construed as an express or implied policy or practice to provide any kind of payment or benefit to individuals other than Employee.

yn\_employee\_has\_medical\_coverage == "Yes" and num\_employees >= 20

COBRA. To the extent provided by the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), as well as any applicable state insurance laws, {{ text\_employee\_last\_name }} shall continue to receive {{ radio\_gender|pronoun\_hisher }} medical insurance coverage at {{ radio\_gender|pronoun\_hisher }} own expense beyond the Effective Date. {{ text\_employee\_last\_name }} will receive notice of {{ radio\_gender|pronoun\_hisher }} rights under COBRA if federal law requires such notice to be provided.

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Other Wages / Compensation or Benefits. Other than the wages/compensation, Severance, and/or other benefits expressly described in this Agreement, {{ text\_employee\_last\_name }} acknowledges that {{ radio\_gender|pronoun\_heshe }} is not entitled to receive, and will not receive, any additional wages/compensation or benefits from {{ text\_company\_short\_name }} after the Separation Date.

Return of Company Property. By the Effective Date, {{ text\_employee\_last\_name }} shall already have returned to {{ text\_company\_short\_name }} all Company-owned property of any kind in {{ radio\_gender|pronoun\_hisher }} possession, custody, or control, including, without limitation: (i) work-related documents; (ii) client/customer property; (iii) samples; (iv) supplies; (v) computers, mobile phones, pagers, disc drives (external, thumb, or other), iPods/iPads, and other electronic media; (vi) files, notes, drawings, records, and business plans and forecasts; (vii) financial information; (viii) credit cards; and (ix) entry cards, parking passes, FOBS, identification badges, and keys. Likewise, if Employee has operational control of any web-based services containing any of {{ text\_company\_short\_name|possessive }} Confidential Information, {{ radio\_gender|pronoun\_heshe }} must supply the necessary administrative control/passwords to the Company, or provide the contents of such online services in an electronic format, and then delete the information from the applicable web-based service(s). {{ text\_employee\_last\_name|possessive }} right to receive the Severance shall be conditioned upon {{ radio\_gender|pronoun\_hisher }} strict compliance with this provision.

**Sworn Declaration**. As part of {{ text\_employee\_last\_name|possessive }} obligation to return all Company-owned property, within seven (7) calendar days of {{ text\_company\_short\_name|possessive }} written request to {{ radio\_gender|pronoun\_himher }}, which may be made either prior to or after the Effective Date (in the Company’s sole discretion), {{ text\_employee\_last\_name }} shall provide {{ text\_company\_short\_name }} with a sworn declaration that the required return of {{ text\_company\_short\_name|possessive }} property took place. Such sworn declaration shall contain the following language:

*I, {{ text\_employee\_first\_name }} {{ text\_employee\_last\_name }}, have personal knowledge of the facts contained in this declaration, and if called upon to testify, I could and would competently do so.*

*As a condition precedent to receiving the Severance addressed in the Employee Severance Agreement that I signed with {{ text\_company\_legal\_name }}, I agreed to return all Company-owned property of any kind that was in my possession, custody, or control.*

*I have fully complied with that obligation.*

*I certify under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and accurate.*

*Executed this [day of the month] of [month] [year] at [city where you are located], [state where you are located].*

*[Your signature & printed name below your signature]*

General Release of Claims. In exchange for the consideration provided to {{ text\_employee\_last\_name }} in this Agreement, Employee forever releases {{ text\_company\_short\_name }}—along with its officers, members, shareholders, directors, employees, managers, supervisors, attorneys, agents, investors, administrators, affiliates, divisions, subsidiaries, predecessors, successors, and assigns (collectively, the “Releasees”)—from any liabilities, complaints, claims, demands, omissions, actions, inactions, practices, conduct, causes of action, damages, and/or obligations, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, and/or liquidated or contingent, that {{ radio\_gender|pronoun\_heshe }} may possess against {{ text\_company\_short\_name }} or any of the Releasees, arising out of, or related in any way to, {{ text\_employee\_last\_name|possessive }} hire, benefits, employment, termination, and/or separation from employment with {{ text\_company\_short\_name }} up through the Effective Date (collectively, the “Claim(s)”). The omission of any specific statute, regulation, or law from this general release shall not limit the scope of this general release in any manner. With that in mind, therefore, and in addition to the release of the enumerated Claims set forth above, it is {{ text\_employee\_last\_name|possessive }} specific intention to also include, as further examples of the Claims being released in this Agreement, all of the following:

Release of All Claims Arising Out of Employment Relationship. All Claims directly or indirectly related to or arising out of {{ text\_employee\_last\_name|possessive }} employment relationship with {{ text\_company\_short\_name }}, including, without limitation, termination of the employment relationship, wages/compensation (e.g., salary, wages, bonuses, commissions, incentives, etc.), stock/stock options, benefits (e.g., vacation pay, sick leave, personal/paid time off, health insurance, fringe benefits, etc.), and expense reimbursements.

Wrongful Discharge / Violation of Public Policy / Various Torts. All actual or constructive causes of action for or arising out of: (i) wrongful discharge of employment; (ii) termination in violation of public policy; (iii) discrimination, harassment, and/or retaliation; (iv) vicarious/agency liability; (v) breach of contract (express and/or implied) and breach of the covenant of good faith and fair dealing; (vi) estoppel; (vii) misappropriation; (viii) negligent or intentional interference with contract or prospective economic advantage; (ix) negligent or intentional infliction of emotional distress; (x) negligent or intentional misrepresentation; (xi) unfair business practices; (xii) defamation; (xiii) negligence; (xiv) personal injury (including, without limitation, assault and/or battery); (xv) unjust enrichment; (xvi) invasion of privacy; (xvii) false imprisonment; (xviii) conversion; (xix) any litigation in which {{ text\_employee\_last\_name }} is involved; (xx) additional, but unstated, theories of law or equity; and (xxi) additional, but unstated, theories of damages (e.g., medical fees, punitive damages, liquidated damages, etc.).

Federal and State Laws. All legally waivable and releasable Claims for violation of any federal, state, or local law, regulation, rule, ordinance, or policy (statutory, regulatory, or otherwise), including, without limitation: (i) the Americans with Disabilities Act; (ii) Title VII of the Civil Rights Act of 1964, as amended (including attorneys’ fees and costs); (iii) the Civil Rights Act of 1991; (iv) the Civil Rights Acts of 1866 and 1871; (v) the Equal Pay Act; (vi) the Fair Labor Standards Act; (vii) the Family and Medical Leave Act; (viii) the National Labor Relations Act; (ix) the Occupational Safety and Health Act; (x) the Rehabilitation Act; (xi) Executive Order 11246; (xii) the Genetic Information Nondiscrimination Act of 2008; (xiii) the Sarbanes-Oxley Act of 2002;; (xiv) the Worker Adjustment and Retraining Notification Act; (xv) the Employee Retirement Income Security Act of 1974; (xvi) the Labor Peace Act; (xvii) the Fair Credit Reporting Act; (xviii) the California Fair Employment and Housing Act (“FEHA”), as amended; (xix) the California Family Rights Act; (xx) the New Parent Leave Act; (xx1) the California Labor Code; (xxii) the Immigration Reform and Control Act; and (xxiii) the California Constitution.

Conclusive Defense. All Claims in which {{ text\_employee\_last\_name }} seeks damages or other remedies against {{ text\_company\_short\_name }}, including those brought by a government agency on {{ radio\_gender|pronoun\_hisher }} behalf in which Employee is seeking any monetary damages or financial remedies (see “Exclusions” below). And with respect to the latter such Claims, this Agreement shall serve as a complete and conclusive defense.

No Class Actions. Subject to applicable law, all Claims in which {{ text\_employee\_last\_name }} is, or promises to become, a member of any class against {{ text\_company\_short\_name }} where the facts of such case(s) relate to any events that occurred through the Separation Date.

Exclusions. The releases granted in this Agreement, including those referenced above, specifically *exclude* waivers of Claims that are prohibited by applicable law, such as: (i) wrongful discharge based upon military service; (ii) the right to file Claims with the Equal Employment Opportunity Commission; (iii) certain Claims protected by FEHA (*although Employee does waive any right to monetary relief related to any filed charge or administrative complaint*); (iv) protection against retaliation under applicable whistleblower laws or the Taxpayer First Act; (v) Claims related to applicable workers’ compensation laws; and (vi) Claims related to vested benefits (e.g., pension/retirement benefits, the rights of which are governed by the terms of the applicable plan documents) and/or unemployment benefits.

1542 Release. By signing this Agreement, {{ text\_employee\_last\_name }} expressly waives the benefits and protection of Civil Code section 1542 by declaring that it is {{ radio\_gender|pronoun\_hisher }} express intention to freely and knowingly release all Claims arising out of or related to {{ radio\_gender|pronoun\_hisher }} employment, separation from, and/or relationship with {{ text\_company\_short\_name }} (or any of the Releasees) that arose or existed up to the Separation Date. This release is made by {{ text\_employee\_last\_name }} after having had the full opportunity to seek the benefit of independent legal advice and counsel (at {{ radio\_gender|pronoun\_hisher }} sole expense). {{ text\_employee\_last\_name }} acknowledges and agrees that {{ radio\_gender|pronoun\_heshe }} is fully aware of the provisions of Civil Code section 1542, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

{{ text\_employee\_last\_name }} further acknowledges and agrees that {{ radio\_gender|pronoun\_heshe }} is aware that facts may later be discovered that are different from or in addition to those which {{ radio\_gender|pronoun\_heshe }} now knows or believes to be true with respect to this Agreement, including, but not limited to, any facts arising from or relating to {{ text\_employee\_last\_name|possessive }} employment with {{ text\_company\_short\_name }}. Nevertheless, {{ text\_employee\_last\_name }} agrees that this Agreement shall remain in full force and effect in all respects notwithstanding any such different or additional facts.

number\_employee\_age >= 40

Acknowledgment of Waiver of Claims Under ADEA. In addition to the releases set forth above, {{ text\_employee\_last\_name }} further waives and forever releases {{ text\_company\_short\_name }} from any Claims {{ radio\_gender|pronoun\_heshe }} might have related to or arising out of the Age Discrimination and Employment Act (the “ADEA”). In agreeing to grant {{ text\_company\_short\_name }} this ADEA waiver and release, {{ text\_employee\_last\_name }} acknowledges and agrees that: (i) this waiver and release is knowing and voluntary; (ii) this waiver and release does not apply to any rights or Claims that may first arise under the ADEA after the Effective Date of this Agreement; (iii) while {{ radio\_gender|pronoun\_heshe }} is not waiving any rights to file a charge or participate in an investigation with the Equal Employment Opportunity Commission, {{ text\_employee\_last\_name }} shall not be entitled to any monetary relief in such an investigation; (iv) the Severance paid in consideration for this waiver and release is in addition to anything of value to which Employee was already entitled by law; and (v) as required by the ADEA, {{ text\_employee\_last\_name }} has been advised in this Agreement that:

Right to Consult with Attorney. {{ text\_employee\_last\_name }} has the right to, and is in fact advised to, consult with an attorney, at {{ radio\_gender|pronoun\_hisher }} sole expense, prior to signing this Agreement.

21 Days to Sign. {{ text\_employee\_last\_name }} has twenty-one (21) calendar days within which to consider whether or not to sign this Agreement (although {{ radio\_gender|pronoun\_heshe }} may choose to sign this Agreement at any time during that twenty-one (21) day period).

7 Days to Cancel After Signing. {{ text\_employee\_last\_name }} has seven (7) calendar days following {{ radio\_gender|pronoun\_hisher }} signing of this Agreement to revoke the Agreement, after which time {{ text\_company\_short\_name }} shall, subject to any other conditions contained in this Agreement, pay the Severance to {{ radio\_gender|pronoun\_himher }} in the manner set forth above.

Revocation Requirements. To revoke this Agreement, {{ text\_employee\_last\_name }} must deliver a written notice of revocation (the “Notice”) to {{ text\_kc\_attorney\_name }} on or before the end of the seventh (7th) calendar day following the Effective Date of this Agreement. The Notice must unequivocally state that {{ text\_employee\_last\_name }} has elected to revoke acceptance of the Agreement, and {{ text\_employee\_last\_name }} must deliver the Notice in one (1) of the following three (3) ways: (i) via hand delivery, as evidenced by a signed receipt, along with a courtesy copy via electronic mail to {{ text\_kc\_attorney\_email }}; (ii) via certified United States Mail, return receipt requested; or (iii) via overnight delivery requiring proof of delivery from a nationally recognized delivery service (e.g., Federal Express or United Parcel Service). The Notice must *also* be delivered to {{ text\_kc\_attorney\_name }}, located at 85 Enterprise, Suite 310, Aliso Viejo, CA 92656.

General Release Effective Upon Signature (i.e., on Effective Date). While the ADEA waiver shall not be effective until the eighth (8th) calendar day following the Effective Date, {{ text\_employee\_last\_name|possessive }} general release of Claims shall be effective immediately upon execution of this Agreement, and is not, therefore, revocable regardless of whether or not {{ text\_employee\_last\_name }} timely serves the Notice.

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No Cooperation with Others. Subject to applicable law, {{ text\_employee\_last\_name }} shall not counsel, encourage, cooperate, or assist any other person or entity in the presentation or prosecution of any civil disputes, charges, or complaints against {{ text\_company\_short\_name }} and/or any of the Releasees unless under a subpoena or other court order to do so, and even then only after providing {{ text\_company\_short\_name }} with a reasonable opportunity to object and seek a protective order.

Disgorgement of Severance. Subject to both applicable law and the exclusions referenced above, {{ text\_employee\_last\_name }} agrees not to file and/or maintain any Claims, charges, and/or actions of any kind against the Releasees that relate to or arise out of {{ text\_employee\_last\_name|possessive }} employment with {{ text\_company\_short\_name }}. If Employee files a lawsuit, charge, or other legal action in breach of this provision, or initiates or cooperates in any way with such Claims, or otherwise initiates any legal steps to invalidate the releases contained in this Agreement, Employee shall immediately return to the Company the entirety of the Severance provided by {{ text\_company\_short\_name }}. Employee acknowledges and agrees that the Company’s entitlement to this repayment shall be in addition to any other remedies it may have arising from Employee’s breach of this Agreement.

No Current or Future Lawsuits. {{ text\_employee\_last\_name }} represents and warrants that {{ radio\_gender|pronoun\_heshe }} does not currently intend to bring, and has not brought, any Claims in any lawsuit or arbitration against {{ text\_company\_short\_name }} or any of the Releasees.

Knowing and Voluntary Waivers and Releases. {{ text\_employee\_last\_name }} specifically acknowledges and agrees that: (i) the releases and waivers that {{ radio\_gender|pronoun\_heshe }} has provided in this Agreement were provided voluntarily and knowingly; (ii) {{ radio\_gender|pronoun\_heshe }} understands that {{ radio\_gender|pronoun\_heshe }} is not waiving or releasing any rights or causes of action that may arise *after* {{ radio\_gender|pronoun\_heshe }} signs this Agreement; (iii) the waivers and releases provided in this Agreement are being provided in connection with Employee’s separation from {{ text\_company\_short\_name }}; and (iv) {{ radio\_gender|pronoun\_heshe }} read and understood the entirety of this Agreement prior to signing it.

yn\_confidentiality\_clause == "Yes"

Confidentiality—Provisions of this Agreement. Subject to applicable law, Employee agrees to maintain in complete confidence the contents and terms of this Agreement (collectively referred to in this Agreement as the “Separation Information”). Except as required by law, {{ text\_employee\_last\_name }} may only divulge the Separation Information to Employee’s attorneys, financial advisors, and clergy. To anyone else, the only acceptable information that Employee may share is that Employee and {{ text\_company\_short\_name }} “parted ways amicably.” Employee further agrees that there will be no publicity, directly or indirectly, concerning any of the Separation Information, unless required by operation of law. Employee agrees to take full legal responsibility for any disclosure of the Separation Information by those with whom Employee rightfully and voluntarily shared the Separation Information.

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Confidential Information. {{ text\_employee\_last\_name }} acknowledges that as an employee of {{ text\_company\_short\_name }}, {{ radio\_gender|pronoun\_heshe }} was in a position of trust and confidence with the Company that permitted {{ radio\_gender|pronoun\_himher }} access to the Company’s “Confidential Information.” In addition, therefore, to any other obligations related to the Company’s Confidential Information that Employee may have previously signed with {{ text\_company\_short\_name }} (the confidentiality provisions of which shall remain enforceable against Employee), {{ text\_employee\_last\_name }} agrees to keep {{ text\_company\_short\_name|possessive }} Confidential Information strictly confidential. And {{ text\_employee\_last\_name }} agrees to keep such Confidential Information strictly confidential precisely because {{ radio\_gender|pronoun\_heshe }} understands and acknowledges that securing {{ text\_company\_short\_name|possessive }} Confidential Information is necessary to protect the Company’s legitimate business/commercial interests. [*In this Agreement, the term “Confidential Information” shall mean and refer to:* {{ check\_confidentiality\_define|list\_to\_string("roman","; ","and/or ") }}*. In addition to the foregoing, Confidential Information shall also include any information identified during Employee’s employment with {{ text\_company\_short\_name }} that it explicitly designated as private or confidential, as well as any other information reasonably deemed confidential or proprietary within the meaning of Civil Code section 3426 et seq.*]

**Definition Not Exhaustive**. {{ text\_employee\_last\_name }} acknowledges and agrees that the above-stated definition of “Confidential Information” is neither exhaustive nor exclusive. The term “Confidential Information,” therefore, shall also include any information that a reasonable person would, under similar circumstances or context, consider confidential or proprietary.

**Exclusions**. Confidential Information shall not mean or refer to information that: (i) is already in the public domain (or that becomes so) through no fault of Employee; (ii) Employee already possessed, as evidenced by documents in {{ radio\_gender|pronoun\_hisher }} possession dated prior to the time that {{ text\_company\_short\_name }} provided {{ text\_employee\_last\_name }} with the Confidential Information; (iii) is received in good faith from a source other than {{ text\_employee\_last\_name }}, provided that such source is not bound by a confidentiality agreement, or other contractual, legal, or fiduciary duty of confidentiality to {{ text\_company\_short\_name }}; or (iv) {{ text\_company\_short\_name }} authorized Employee in writing to release.

**Exceptions**. {{ text\_employee\_last\_name|possessive }} obligation to protect and secure {{ text\_company\_short\_name|possessive }} Confidential Information shall not prevent {{ text\_employee\_last\_name }} from complying with applicable law (e.g., responding to a subpoena, obeying a court order, making/responding to an investigation from a regulatory agency, or engaging in legally protected whistleblowing activities (e.g., the Immunity Under the Defend Trade Secrets Act of 2016, etc.). Unless otherwise prohibited by applicable law, however, prior to making such a legally mandated disclosure, Employee must: (i) first provide both {{ text\_company\_short\_name }} and {{ text\_company\_short\_name|possessive }} counsel (identified elsewhere in this Agreement) with as much written notice of such subpoena, court order, or regulatory agency disclosure demand as is reasonably practicable to permit {{ text\_company\_short\_name }} to object and seek a protective order; and (ii) when applicable, file any documents constituting Confidential Information under seal.

Wrongful Disclosure of Confidential Information. {{ text\_employee\_last\_name }} acknowledges and agrees that given the significant time and expense that {{ text\_company\_short\_name }} spent in developing, cultivating, and protecting its Confidential Information and goodwill, and given the competitive and commercial value of the Company’s Confidential Information, any unauthorized use or disclosure by {{ text\_employee\_last\_name }} of the Confidential Information constitutes unfair competition within the meaning of applicable California law. {{ text\_employee\_last\_name }}, therefore, agrees that in the event of {{ radio\_gender|pronoun\_hisher }} breach of any of this Agreement’s confidentiality provisions, {{ text\_company\_short\_name }} will likely suffer irreparable injury and damage for which money damages may either be inadequate or difficult to ascertain. Consequently, in the event of such a breach, or a reasonably anticipated breach, in addition to the Company’s other legal and equitable remedies, {{ text\_company\_short\_name }} shall be entitled to seek injunctive relief against Employee without the necessity of posting a bond or making an evidentiary showing that money damages would not afford adequate relief.

yn\_nonsolicitation\_employees\_clause == "Yes"

Non-Interference / Non-Solicitation of Company’s Employees. {{ text\_employee\_last\_name }} acknowledges that the solicitation or recruitment of {{ text\_company\_short\_name|possessive }} other employees will likely interfere with the Company’s business operations. Consequently, Employee agrees that for a period of six (6) months from the Effective Date, {{ radio\_gender|pronoun\_heshe }} shall not directly or indirectly solicit or recruit any employees of {{ text\_company\_short\_name }} who were employed with {{ text\_company\_short\_name }} during {{ text\_employee\_last\_name|possessive }} employment with the Company.

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yn\_nondisparagement\_clause == "Yes"

Non-Disparagement. {{ text\_employee\_last\_name }} acknowledges that the terms of the separation are amicable and acceptable. Consequently, Employee shall not malign, defame, blame, or otherwise disparage {{ text\_company\_short\_name }} or any of the other Releasees. In no event, however, shall this provision of the Agreement prohibit Employee from exercising protected and non-waivable rights under federal and state law (e.g., the STAND Act, FEHA, whistleblower statutes, etc.).

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Future Cooperation. {{ text\_employee\_last\_name }} agrees to cooperate fully with {{ text\_company\_short\_name }} in connection with any matter or event relating to Employee’s employment, or events that occurred during Employee’s employment, including, without limitation, in the defense or prosecution of any third-party suits or actions not in existence or that may be brought or threatened in the future against or on behalf of {{ text\_company\_short\_name }} or the other Releasees. {{ text\_employee\_last\_name|possessive }} cooperation in connection with such matters, actions, and/or suits shall include, without limitation, being available upon reasonable notice to meet with {{ text\_company\_short\_name }} and its attorneys regarding matters in which Employee was, or may have been, involved, as well as any miscellaneous contract matters, audits, proceedings (e.g., depositions, discovery, trial), and/or preparation or execution of affidavits. {{ text\_company\_short\_name }} will reimburse {{ text\_employee\_last\_name }} for any reasonable out-of-pocket expenses incurred in connection with providing such cooperation under this provision. {{ text\_employee\_last\_name }} further agrees that should {{ radio\_gender|pronoun\_heshe }} be contacted (directly or indirectly) by any person or entity (for example, by any party representing an individual or entity) adverse to {{ text\_company\_short\_name }}, Employee shall promptly provide written notification to {{ text\_first\_name\_person\_signing\_for\_client }} {{ text\_last\_name\_person\_signing\_for\_client }}.

Successors and Assigns. {{ text\_company\_short\_name }} may, in its sole discretion, assign its rights and obligations under this Agreement to any affiliates, subsidiaries, successors, or assigns. Because this Agreement is personal to {{ text\_employee\_last\_name }}, however, Employee may not assign this Agreement without {{ text\_company\_short\_name|possessive }} express written authorization. Any purported assignment in violation of this provision shall be null and void. With respect to a permitted successor or assignment, {{ text\_employee\_last\_name }} agrees that this Agreement shall be binding upon Employee’s spouse, family, assigns, executors, attorneys, agents, and administrators, and shall inure to the benefit of any of {{ text\_employee\_last\_name|possessive }} permitted successors and assigns.

No Admission. {{ text\_employee\_last\_name }} acknowledges and agrees that the Severance offered to Employee was offered solely in good faith as consideration for the releases set forth above. Under no circumstances, therefore, should {{ text\_company\_short\_name|possessive }} agreement to pay Employee the Severance constitute or be construed as an admission of any facts, fault, or liability.

Costs—This Agreement. The Parties shall each bear their own costs and fees, including attorneys’ fees, incurred in connection with the negotiation and/or drafting of this Agreement.

Representations. {{ text\_employee\_last\_name }} has not relied upon any representations or statements made by the Company, or the Company’s member(s), manager(s), agent(s), attorney(s), or other representatives, regarding the subject matter of this Agreement that are not specifically contained in this Agreement.

Attorney Consultation / Acknowledgement of Understanding. {{ text\_employee\_last\_name }} acknowledges and represents that prior to signing this Agreement, {{ text\_company\_short\_name }} encouraged {{ text\_employee\_last\_name }} to consult with an attorney of Employee’s choice, and at Employee’s sole expense, and that {{ radio\_gender|pronoun\_heshe }} either opted not to seek such legal representation, or in fact sought legal representation, in which case {{ text\_employee\_last\_name|possessive }} attorney fully explained the meaning of this Agreement, including the fact that Employee was releasing {{ text\_company\_short\_name }} from any Claims. *{{ text\_employee\_last\_name }}, therefore, acknowledges and represents that {{ radio\_gender|pronoun\_heshe }} has carefully read and understands the scope and effect of each provision contained in this Agreement.*

yn\_mandatory\_arbitration == "Yes"

Binding Arbitration. Subject to applicable law, the Parties expressly acknowledge and agree that any demand, dispute, grievance, or controversy arising out of or related in any way to this Agreement—including, without limitation, its interpretation or enforcement, {{ text\_company\_short\_name|possessive }} payment(s) of Severance to {{ text\_employee\_last\_name }}, and Employee’s release of the above-described Claims—whether sounding in contract or tort, shall be subject to and decided by binding arbitration and governed by the Federal Arbitration Act before a neutral arbitrator at Judicial Arbitration and Mediation Services (“JAMS”). The arbitrator, who must be a retired judge, shall decide the dispute by applying the laws of the State of California, and the arbitration shall be conducted in, or as near as possible to, {{ text\_county\_lawsuits }} County, California. The Party demanding the arbitration shall present to the other Party a list of three (3) neutral arbitrators affiliated with JAMS. If the other Party does not approve of any of the arbitrators on the list presented by the demanding Party, then the other Party may submit a list of its three (3) choices, and so forth. However, if the Parties do not, within ten (10) business days of the demanding Party’s initial presentation of arbitrators, select a mutually agreeable arbitrator, the arbitrator shall be selected according to JAMS’ commercial rules and procedures, which can be accessed on JAMS’ website (the “Rules”). The arbitrator shall have the power and authority to decide all demands, disputes, complaints/cross-complaints, and requests between the Parties arising out of this Agreement, including, without limitation, dispositive motions and discovery disputes. Discovery shall be permitted to the extent permitted by the Rules, as may be modified at the discretion of the arbitrator. Once the arbitrator has made a decision regarding the dispute(s), the arbitrator shall provide the Parties with a written decision detailing the legal and factual basis of his/her findings and conclusions of facts and law. The arbitrator shall award the prevailing party its reasonable attorneys’ fees and costs. Judgment on the award rendered by the arbitrator may be entered in the superior court for {{ text\_county\_lawsuits }} County, or in any other appropriate jurisdiction.

No Bar to Administrative Claims. Nothing in this Agreement is intended to prevent {{ text\_employee\_last\_name }} from pursuing any *administrative* Claim with a local, state, or federal administrative agency, including, without limitation: (i) the California Department of Fair Employment and Housing; (ii) the California Employment Development Board; (iii) the California Worker’s Compensation Board; (iv) the National Labor Relations Board; and/or (v) the Equal Employment Opportunity Commission.

Acknowledgment of Waiver of Rights. The Parties acknowledge that they understand the terms of this Agreement, including these arbitration provisions, and that the arbitrator’s decision shall be final and binding upon each of them. The Parties further acknowledge that they are fully aware that their respective rights to appeal the arbitrator’s decision will be extremely limited, and that by agreeing to arbitrate any disputes or complaints arising out of this Agreement, they are giving up substantive legal and/or equitable rights, such as the right to have a jury decide such matters.

Injunctive Relief as Exception to Obligation to Arbitrate. Notwithstanding the arbitration requirements set forth in this Agreement, in the event that Employee discloses (or {{ text\_company\_short\_name }} reasonably anticipates that Employee will disclose) the Company’s Confidential Information, {{ text\_company\_short\_name }} may file any documents necessary to seek and obtain injunctive (or other equitable) relief from a court of competent jurisdiction.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_ | **By initialing here, {{ text\_company\_short\_name }} acknowledges that it has read the arbitration-related provisions of this Agreement and that it knowingly and voluntarily agrees to arbitrate the above-referenced disputes.** |

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_ | **By initialing here, {{ text\_employee\_last\_name }} acknowledges that {{ radio\_gender|pronoun\_heshe }} has read the arbitration-related provisions of this Agreement and that {{ radio\_gender|pronoun\_heshe }} knowingly and voluntarily agrees to arbitrate the above-referenced disputes.** |

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Waiver. No breach of any provision(s) in this Agreement can be waived unless done so in writing and signed by the Parties. Waiver of any single provision of this Agreement shall not be deemed to be a waiver of any other provision, nor shall a waiver of a specific provision on any particular occasion be deemed a permanent waiver of that provision.

yn\_mandatory\_arbitration != "Yes"

Applicable Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in {{ text\_county\_lawsuits }} County.

Attorneys’ Fees. Subject to applicable law, if any legal action is brought to enforce or interpret this Agreement, the prevailing Party shall recover their reasonable attorneys’ fees and costs incurred in that action or in the collection on any judgment, in addition to any other relief to which they may be entitled. *Notwithstanding the foregoing, to the extent that the law permits an award of fees in only those cases where a plaintiff’s lawsuit was deemed frivolous or was filed in bad faith, this provision shall be so limited.*

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Headings. The headings in this Agreement are solely for the convenience of the Parties and are not to be considered when interpreting this Agreement.

Interpretation / Arms’ Length. The Parties acknowledge and agree that they each entered into this Agreement at arm’s length. The Parties further acknowledge and agree that, at least with respect to the legal interpretation of this Agreement, each has participated in the negotiation and drafting of this Agreement. Accordingly, both {{ text\_company\_short\_name }} and {{ text\_employee\_last\_name }} agree that any rule of law or legal decision that would require interpretation of this Agreement against the Party that has drafted it, including Civil Code section 1654, is not applicable and is irrevocably and unconditionally waived.

Severability. In the event that all or part of any provision in this Agreement becomes or is declared by a court/arbitrator of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such language. If, however, the absence of such language materially alters the rights, limitations, or obligations of the Parties, the above-referenced court/arbitrator shall determine each Party’s rights, limitations, and obligations according to the intent of this Agreement when considered as a whole.

Entire Agreement. {{ text\_employee\_last\_name }} and {{ text\_company\_short\_name }} both acknowledge and agree that this Agreement constitutes the entire contract and understanding between them regarding {{ text\_employee\_last\_name|possessive }} prior employment with and separation from {{ text\_company\_short\_name }}. The Parties therefore acknowledge and agree that unless explicitly stated above (e.g., confidentiality obligations contained in another document), this Agreement replaces and supersedes all previous or contemporaneous contracts or understandings, either written or oral, relating to such matters. Except as specifically provided above, modifications or revisions to this Agreement shall only be effective if in writing and signed by the Parties.

Counterparts. The Parties may sign this Agreement in counterparts, each of which may be deemed an original, and all of which, when taken as a whole, may constitute a single document. This Agreement may also be signed via facsimile. Notwithstanding the foregoing, as is stated above, {{ text\_company\_short\_name|possessive }} obligation to tender the Severance to Employee is conditioned upon, among other things, {{ text\_employee\_last\_name|possessive }} delivery to {{ text\_company\_short\_name }} of this Agreement containing Employee’s original initials (where indicated) and signature.

SIGNATURES FOLLOW ON NEXT PAGE

The Parties have signed this Agreement as of the dates set forth below.

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ text\_employee\_first\_name }} {{ text\_employee\_last\_name }}

{{ text\_company\_legal\_name|upper }}

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{{ text\_first\_name\_person\_signing\_for\_client }} {{ text\_last\_name\_person\_signing\_for\_client }}

<!-- attach template='client\_letter\_termination\_severance' -->