September 13, 2022

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| **VIA {{ radio\_delivery\_method|upper }}**{{ text\_employee\_first\_name }} {{ text\_employee\_last\_name }}{{ text\_employee\_address|street }}{{ text\_employee\_address|city\_state\_zip }}radio\_delivery\_method == "Electronic Mail Only" or radio\_delivery\_method == "Hand Delivery and Electronic Mail" or radio\_delivery\_method == "Regular and Electronic Mail" *{{ text\_employee\_email\_address }}*### |  |

Re: radio\_term\_or\_resign == "Terminated" *Notice of Termination*###radio\_term\_or\_resign == "Resigned" *Confirmation of Resignation*### *and Delivery of Severance Agreement*

Dear {{ text\_employee\_first\_name }}:

{{ text\_company\_legal\_name }} (“{{ text\_company\_short\_name }}”)radio\_term\_or\_resign == "Terminated" has decided to terminate your employment###radio\_term\_or\_resign == "Resigned" accepts your resignation of employment### effective as of {{ text\_separation\_date }}. The fact that this letter is coming from an attorney should not be seen as a reflection on you. Rather, it is simply {{ text\_company\_short\_name|possessive }} protocol to have its corporate counsel handle these types of matters.

radio\_term\_or\_resign == "Terminated" and yn\_byebye\_today == "Yes" With this letter, you will receive your final paycheck, which includes all required wages to which you’re legally entitled.###radio\_term\_or\_resign == "Terminated" and yn\_byebye\_today == "No" On {{ text\_separation\_date }}, you will receive your final paycheck, which will include all required wages to which you’re legally entitled.###radio\_term\_or\_resign == "Resigned" and yn\_byebye\_today == "Yes" Within the next three days, {{ text\_company\_short\_name }} will send out your final paycheck, which will include all required wages to which you’re legally entitled.###radio\_term\_or\_resign == "Resigned" and yn\_byebye\_today == "No" {{ text\_company\_short\_name }} will send out your final paycheck within three days of {{ text\_separation\_date }}. Your final paycheck will include all required wages to which you’re legally entitled. ### yn\_employee\_has\_medical\_coverage == "Yes" In addition, in the coming days {{ text\_company\_short\_name }} will, where required by applicable law, also provide you with information concerning your health insurance. You are not, however, entitled to any compensation for accrued and unused sick leave.###In the event that you have outstanding business expenses for which you have not yet been reimbursed, please gather the necessary documentation together, and do your best to submit your request for reimbursement within a week or so. {{ text\_company\_short\_name }} will then reimburse you according to its normal protocols for such reimbursements. yn\_employee\_has\_medical\_coverage == "No" You are not, however, entitled to any compensation for accrued and unused sick leave.###

Now, while you are not legally entitled to any severance pay, {{ text\_company\_short\_name }} has nonetheless opted to offer you a severance package. Concurrently with this letter, therefore, you will receive an Employee Severance Agreement (the “Agreement”) to review and consider.number\_employee\_age >= 40 You have 21 calendar days to decide whether or not you want to sign the Agreement, after which the offer shall be deemed revoked.###number\_employee\_age < 40 {{ text\_company\_short\_name }} is willing to provide you with five calendar days to decide whether or not you want to sign the Agreement, after which it shall be deemed revoked.### You may want to use that time to seek the advice of an attorney of your choice (at your own expense, of course), but you aren’t required to do so.

radio\_term\_or\_resign == "Terminated" Your termination makes it necessary to remind you that during your employment with {{ text\_company\_short\_name }},###radio\_term\_or\_resign == "Resigned" Your resignation makes it necessary to remind you that during your employment with {{ text\_company\_short\_name }},### you not only acquired information relating to the business of the company that {{ text\_company\_short\_name }} strives to protect from disclosure, but you also enjoyed access to certain confidential information and proprietary trade secrets subject to protection by operation of law. From this time forward, you may not use (or share with anyone else, including a new employer) any of {{ text\_company\_short\_name|possessive }} confidential information or protected trade secrets that you acquired during your employment with {{ text\_company\_short\_name }}, nor may you interfere with any of the company’s existing contractual relationships. Should you later discover any property or proprietary or confidential information belonging to {{ text\_company\_short\_name }} in your possession, custody, or control, you must return such material promptly without retaining copies or excerpts of any kind. Failure to abide by your legal and contractual obligations in this regard could have serious legal consequences for you.

{{ text\_company\_short\_name }} also wants me to remind you to return any property belonging to the company as soon as is reasonably practicable. Such property might include, 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 you have operational control of any web-based services containing any of {{ text\_company\_short\_name|possessive }} confidential information, you must provide the contents of such online services in an electronic format, and then delete the information from the applicable web-based service(s). If, however, {{ text\_company\_short\_name }} paid to create, maintain, service, or improve such web-based services, you must supply the necessary administrative control/passwords to the company.

radio\_term\_or\_resign == "Resigned"

{{ text\_company\_short\_name }} wishes to make it clear that you should not deem the reminders contained above as a reflection on your character, nor should you infer that {{ text\_company\_short\_name }} believes that you have any intention of acting against the company. Rather, given the serious legal consequences facing an ex-employee who neglects to abide by his/her legal and contractual obligations, {{ text\_company\_short\_name }} believes that it is practical to simply provide this reminder to all departing employees in the hope of avoiding any future problems.

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If you have any questions about the time you’ve been given to consider the pending offer, feel free to contact me. Please know, however, that I cannot provide you with advice regarding what you should or shouldn’t do. My contact information is as follows: {{ text\_kc\_attorney\_name }}, Kushner Carlson, PC, 85 Enterprise, Suite 310, Aliso Viejo, CA 92656; (949) 421-3030; {{ text\_kc\_attorney\_email }}.

In the meantime, {{ text\_company\_short\_name }} asked me to communicate its wish that you have the very best of luck in your future endeavors.

 Sincerely yours,

 /s/

 {{ text\_kc\_attorney\_name }}