

Separation and Release Agreement

Simplified version

1. Parties

This Separation and Release Agreement (the “Agreement”) is entered into by and between [Employee Name] (“Employee”) and [Company Name], a California corporation (the “Company”), effective as of [Effective Date].

2. Last Day of Employment

Employee’s last day of employment with the Company shall be [Last Day], and Employee acknowledges that employment will end on that date.

3. Final Pay and Benefits

On the Separation Date, Employee will receive all wages earned through the last day of employment, including accrued but unused vacation, in accordance with California law.

4. Severance Payment

In consideration for the promises in this Agreement, the Company agrees to pay Employee a one-time severance payment of \$[Amount], less applicable taxes and withholdings, to be paid within [X] days after execution of this Agreement.

5. Release of Claims

Employee, on behalf of themselves and their heirs, releases the Company and its affiliates from all claims arising out of or related to employment, including but not limited to claims under Title VII, ADA, ADEA (if applicable), California FEHA, Labor Code, and any other federal or state law.

6. ADEA Waiver (if Employee is 40 or older)

Employee acknowledges that this release includes a waiver of rights under the Age Discrimination in Employment Act (ADEA), and that: (a) Employee has 21 days to consider

this Agreement, (b) has been advised to consult legal counsel, and (c) may revoke the Agreement within 7 days after signing.

7. No Admission of Liability

This Agreement is not an admission of wrongdoing or liability by the Company.

8. Confidentiality

Employee agrees to keep the terms of this Agreement confidential, except as required by law or discussed with immediate family or legal/tax advisors.

9. Company Property

Employee affirms that all Company property, including documents, equipment, keys, and confidential information, has been returned or will be returned by the Separation Date.

10. Non-Disparagement

Employee agrees not to make any derogatory or disparaging statements about the Company or its employees, officers, or agents.

11. Cooperation

Employee agrees to reasonably cooperate with the Company in any future investigations or legal proceedings involving matters that occurred during their employment.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes any prior agreements or understandings.

14. Voluntary Execution

Employee acknowledges that they have read and understand this Agreement, have been advised to consult with an attorney, and are signing voluntarily and without coercion.

IN WITNESS WHEREOF

The parties have executed this Agreement on the dates below.

Authorized Representative (signature)

Employee(signature)

Date: _____

Date: _____