

[IMPORTANT: The information and materials contained herein should not be considered or relied upon as legal advice on specific factual situations. Users are urged to consult legal counsel concerning particular situations and specific legal questions.]

[Short Form]

GENERAL RELEASE AND SEPARATION AGREEMENT

This release is made by <employee name> (“<employee name>”) and <firm name>, (the “firm”) based upon the following.

1. <employee name> was employed by the firm for the period <period of employment>. The firm has elected to terminate <employee name> employment with the firm effective <effective termination date>.
2. In consideration for this agreement, payment to <employee name> by the firm of the sum of <amount of severance>, which constitutes approximately <length of time> salary, is to be made no later than <date of final day of employment>, <employee name>’s final day of employment.
3. In further consideration for this agreement, if another employer makes any official inquiry to the firm’s personnel department regarding <employee name’s> employment, the firm will provide only the following employment information: job title, dates of employment, and last rate of pay.
4. <employee name>, on behalf of himself/herself and his/her estate, executors, administrators, successors and assigns, fully releases and discharges the firm and all agents, partners, directors, employees, attorney, successors, assigns and insurers of the firm, and each of them, from all actions, causes of actions, claims, judgments, obligations, damages, and liabilities, of whatsoever kind and character, occurring at any time or prior to the date of this release, including, but not limited to, any such claims arising out of or relating to <employee name’s> employment and/or termination thereof and to any such acts or events involving him/her and the firm, including any contract, tort and any federal and state employment statutory claims. <employee name> represents and warrants that he/she has not assigned any such claim or authorized any other person or entity to assert any such claim on his/her behalf. Further, <employee name> agrees that by this release he waives any claim for damages incurred at any time after the date of this release because of alleged continuing effects of any alleged acts or omissions involving the firm that occurred on or before the date of this release and any right to sue for monetary or injunctive relief arising out of the alleged continuing effects of acts or omissions that occurred before the date of release.

5. <employee name> understands and expressly agrees that this release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, which existed before the execution of this release. <employee name> expressly waives all rights under §1542 of the California Civil Code. The section reads as follows:

1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.

6. <employee name> understands and agrees that, as a condition for payment to him/her pursuant to paragraph 2 herein, <employee name> shall not be entitled to any employment with the firm or any successor, and that he/she will not apply for employment with the firm or related or successor companies. <employee name> further agrees that he/she will not institute or join any action, lawsuit, or proceeding against the firm, its subsidiaries, related companies, or successors for any failure to employ him/her.
7. <employee name> covenants and agrees that the terms, amount and fact of settlement shall be kept strictly confidential. <employee name> therefore agrees that neither he/she nor his/her agents will disclose, directly or indirectly, any information concerning the settlement to anyone, including past, present and future partners, employees or other personnel of the firm.
8. <employee name> understands and agrees that any breach by him/her of any of the foregoing covenants shall entitle the firm to bring an action for failure to comply with the terms of this release and, further, should the firm prevail in such action, the firm shall be entitled to attorneys' fees and costs as part of such action. In addition, <employee name> agrees that the remedy at law for breach of this agreement shall be inadequate and that the firm shall be entitled to injunctive relief.

<EMPLOYEE NAME> FURTHER STATES THAT HE/SHE HAS READ THIS RELEASE, THAT IT HAS BEEN FULLY EXPLAINED TO HIM/HER AND THAT HE/SHE HAS HAD THE OPPORTUNITY BUT WAIVED THE RIGHT TO SEEK ADVICE OF COUNSEL IN ADVANCE OF EXECUTING THIS AGREEMENT, AND THAT HE/SHE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT, THAT THE ONLY PROMISES MADE TO INDUCE HIM/HER TO SIGN THIS AGREEMENT ARE THOSE STATED IN PARAGRAPH 2 ABOVE, AND THAT HE/SHE IS SIGNING THIS AGREEMENT VOLUNTARILY AND WITH THE FULL INTENT OF RELEASING THE FIRM FROM ALL CLAIMS.

<date>

<employee name>

<date>

<Firm>

By: _____