**SEVERANCE AGREEMENT**

This Severance Agreement (“Agreement”) is made and entered into by and between

, with offices at (“Employer”) and (“Employee”),

effective as of , 20 .

Employer and Employee agree as follows:

Employee’s employment with Employer will end or was terminated effective

, 20 . Employer will pay all of Employee’s earned and unpaid wages and vested, accrued, unused vacation through this date, less routine and other authorized or legally required payroll deductions. If timely submitted and properly documented, Employer will also reimburse Employee’s expenses, in accordance with prior practice and any written guidelines or rules for such reimbursement. If Employee wishes any of these checks to be mailed, Employee has provided or will timely provide written notice to Employer of Employee’s request and current mailing address.

Employer has or will not later than on Employee’s final date of work, provide Employee with a Notice of Change in Employment Status; California Employment Development Department Pamphlet DE 2320, which summarizes the employee’s rights to unemployment benefits and is also online at <http://www.edd.ca.gov/pdf_pub_ctr/de2320.pdf>; and any applicable notice regarding Employee’s right to continuation of group health insurance benefits under COBRA and/or Cal-COBRA and required notices regarding any retirement or stock option plans under which Employee has any vested interest or is otherwise entitled by law or by contract to notice.

In addition to the foregoing to which you are entitled, Employer will, contingent upon Employee agreeing to each and every provision of this Agreement and returning two signed originals of this Agreement to Employer within thirty calendar days of the receipt of it by Employee (that is, on or before , 20 ), the following additional compensation, to be paid by Employer, except as otherwise specified within thirty days thereafter, unless Employee revokes or repudiates this Agreement during the first seven days following the date of Employee’s execution of it (check all that apply and fill in blanks):

* A one-time severance payment in the amount of $ ;
* This benefit(s):

; and/or

* A settlement in the amount of $ in full satisfaction of any disputed or contingent wages or other disputes amounts alleged to be owed to Employee.

Any such payments may be subject to legally required or otherwise agreed deductions for taxes, payroll taxes, withholding, wage garnishment, and the like.

In consideration of the foregoing, Employee, on behalf of himself or herself and his or her heirs, spouse, domestic partner, and assigns hereby releases all claims, known or unknown, against Employer, its affiliates, past, present, and future owners, shareholders, members, managers, officers, directors, agents, employees, attorneys, insurers, successors, and assigns of any and every kind, nature, and character, known or unknown, foreseen or unforeseen, based on any act or omission occurring before the date of my signing this Agreement, including any claims arising out of Employee’s application for employment, offer of employment, employment, or termination of Employee’s employment with Employer. The matters released include, to the maximum extent permissible under applicable law, any claims under federal, state, or local laws, including claims arising under the Age Discrimination in Employment Act of 1967 (ADEA) as amended by the Older Workers Benefit Protection Act (OWBPA), and any common-law tort, contract, or statutory claims, including without limitation any claim for wrongful termination or discrimination, and any claims for attorney fees and costs.

Employee acknowledges and agrees that this Agreement extinguishes all claims, whether known or unknown, foreseen or unforeseen, except for those claims not released as expressly described below or incapable of being released pursuant to applicable law. The only claims not released by this Agreement are any claims that cannot be released by law, such as claims for unemployment benefits and workers’ compensation. Employer acknowledges and agrees that if any fact with respect to any matter covered by this Agreement is found hereafter to be other than or different from the facts now believed by Employee to be true, Employee expressly accept and agrees that this Agreement shall be and remain effective, notwithstanding such difference in the facts. Employee expressly waives any rights or benefits under Section 1542 of the California Civil Code, or any equivalent statute. California Civil Code Section 1542 provides as follows:

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

This Agreement is not intended to be, and should not be relied upon by any party, third party, or any court or arbitrator, as an admission of guilt or wrongdoing by either Employer or Employee.

Employee hereby acknowledges and affirms any prior confidential, non-solicitation, or similar agreement(s) in which Employee pledged a duty of loyalty, confidentiality, or agreed to certain other restrictions regarding Employee’s post-employment conduct, including with regard to Employer’s employees, agents, vendors, and/or customers, it being understood that, except as, and then only to the extent that, this Agreement may directly conflict with any such agreement(s), the terms of such agreement(s) shall remain in full force and effect and are not superseded by this Agreement. Otherwise, this Agreement constitutes the entire understanding of the parties and supersedes any and all other agreement between Employer and Employee as to the subject matter hereof. No other consideration, agreements, representations, oral statements,

understandings, or course of conduct that are not expressly set forth in this Agreement are implied or binding or being relied upon by either party.

If any provision of this Agreement is deemed invalid, illegal, or contrary to public policy, such provision shall be severed from this Agreement and its remaining provisions shall remain in full force and effect in order to reflect the intention of the parties. The terms and conditions of this Agreement shall be interpreted and construed in accordance with the laws of California without regard to conflicts of laws principles and all claims and causes of action related hereto shall be brought only in the courts of competent jurisdiction in County, California.

Employee understands and agrees that if any suit, affirmative defense, or counterclaim is brought to enforce the provisions of this Agreement, with the exception of a claim brought by Employee regarding the validity of this Agreement under the ADEA as amended by the OWBPA, the prevailing party shall be entitled to its reasonable costs, expenses, and attorneys’ fees as well as any and all other remedies specifically authorized under the law.

Employee is advised to consult Employee’s own attorney at Employee’s own expense prior to executing this Agreement. Regardless of whether Employee has exercised this right, Employee acknowledges that Employee is signing this Agreement only of his or her own free will.

This Agreement will, unless timely revoked in accordance with its terms, become binding when executed but shall be effective as of the last day of Employee’s employment with Employer.

EMPLOYEE:

Sign:

Print Name:

Date Signed:

Date Revoked:

EMPLOYER:

Sign:

Print Name:

Print Title:

Date Signed: