SHORT FORM RELEASE FOR EMPLOYEE SEPARATIONS

The attached short form release is provided to you (as our client or friend) to reduce exposure during the recent economic down turn. An Employee has a myriad of claims that he/she may assert under the various employment laws. If a claim is asserted (regardless of the validity of the claim) the Employer will spend thousands of dollars defending the claim. This release is intended to reduce an Employer's exposure to those claims.

While we recommend the use of this Release for routine separations, **we do not recommend this release if an employee has filed a claim (of any type) and you are resolving that claim.** In that circumstance we hope that you have consulted with us at the time the claim was filed. If not, we recommend that you consult with us (or your attorney) to draft a release specifically related to that claim.

INSTRUCTIONS: This release should be used for any routine separation when a severance is tendered. It is common practice to tender two weeks severance pay, or to pay an employee for vacation or sick days not used. These payments represent compensation which an Employer is typically not required to make. Thus, the Employer may condition the payment on a release of all claims. To use this Release you should:

1. Calculate the amount of severance you are willing to pay the employee. There is no limit on the amount of severance; however, we recommend that at a minimum the severance be one hundred dollars ($100.00).
2. Once the compensation is calculated you prepare a check to be presented to the Employee at the separation meeting (be prepared for the employee to negotiate additional severance at the meeting).
3. At the separation meeting, if the employee agrees to the terms of separation you should fill in the missing terms of the agreement, i.e., severance pay, and company name. We recommend you use the formal company name.
4. Have the Employee sign and date the agreement in front of a witness (the witness should be a trusted employee). The Employee should initial the terms that were added to the Release.
5. Provide the Employee with a copy of the Release and keep the original in the Employees file.

Again this release is intended for routine separations. If we can be of assistance regarding any termination or other employment law matter do not hesitate to call.

SAMPLE

EMPLOYEE RELEASE OF ALL CLAIMS

NOTICE: THIS DOCUMENT CONTAINS A RELEASE OF ANY CLAIM YOU MAY HAVE ARISING FROM YOUR EMPLOYMENT AND YOU SHOULD READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

1. By signing the Release and Agreement ("Release") below Employee resigns Employee's employment with

_____
(Insert company name)

(hereinafter "Employer") and accepts (_____) ("Severance Pay"), which Employee has acknowledged as good and sufficient consideration for this Release. In return for said Severance Pay, Employee releases, remises, discharges, and acquits , Employer its agents, employees, assigns, successors, insurers, or any related entity (hereinafter collectively the "Employer"), from each, every, and all Claims, both in law and in equity, and all expenses, debts, covenants, liabilities, or responsibilities in any way relating to or arising from said Claims, which Employee had or now has against Employer, whether known or unknown, and whether foreseen or unforeseen, arising from, or in any way connected directly or indirectly with, or otherwise related to, Employee's employment with Employer or any occurrences prior to the date Employee signed this Release. Employee specifically releases any right to recover money damages or any other relief in any action Employee might commence against the Employer under Federal law or Georgia law.

2. The Employee hereby acknowledges that the Employee is an exempt employee under the Fair Labor Standards Act. In the event the Employee is not an exempt employee, Employee acknowledges that Employee has been properly compensated for the hours worked for the Employer.

3. Employee agrees to treat the terms of this Release as confidential, and agrees not to disclose the Release, discuss the Release with, or make the Release available to any person, except to a financial or tax advisor, the Internal Revenue Service or as may be necessary in connection with a suit or other proceeding arising out of an alleged breach of the Release and except as may be otherwise required by law. Employee further agrees not to disparage the Employer. The Employee agrees that a breach of this paragraph shall constitute a material breach of the Release.

4. The Employee acknowledges that it would be difficult to establish damages should the Employee breach any terms of this Release; thus, the Employee agrees that, in the event of such a breach, Employer will be entitled to liquidated damages in the amount of the Severance Pay plus interest at a rate of 12% per annum from the date of this Release, and the amount the Employer incurs in attorneys fee necessary to defend any claim asserted by the Employee.

5. The Employer reserves all rights relating to the enforcement of this Release including an action for damages or injunctive relief. The Employee further agrees to pay the Employer's reasonable attorneys fees, costs and expenses necessary for enforcing this Release or pursuing damages arising out of Employee's breach of this Release.

6. Employee agrees that, by tendering a severance payment that, Employer is in no way admitting, and specifically denies, that it engaged in or has engaged in any violation of state or federal law, breached any contractual commitment or committed any tortious act or omission. This Release shall not be offered or received in evidence in this or any other action or proceeding as an admission or conclusion of liability or wrongdoing of any nature by Employer.

7. In the event that any of the terms of this Release are found to be unenforceable by a court of competent jurisdiction, the remainder of this Release shall not be affected thereby and shall remain in full force and effect.

8. Employee acknowledge that this document represents the complete terms of the Release, and that there are no other understandings or agreements, written or oral, between Employer and Employee regarding this Release.

9. This Release shall be binding upon Employee, Employee's heirs, executors, administrators, legatees, or any other successor in interest. This Release may not be amended, in whole or in part, except with written consent of Employer.

10. Employee acknowledges that Employee is under no obligation to provide this Release, and Employee further acknowledges that Employee has been given a period of at least twenty-one (21) days within which to consider this Release. For a period of seven (7) days following the execution of this Release, Employee may revoke this Release, and the Release shall not become effective or enforceable until after the revocation period has expired. Revocation shall be in writing and delivered to Employer's counsel within the time period so specified with a cashiers or certified check in the amount of the Severance Pay. Employee further agrees that if Employee executes this Release at any time prior to the end of the period that Employer provided Employee in which to consider this Release, such early execution was a knowing and voluntary waiver of the Employee's right to consider this Release for at least twenty-one (21) days, and was due to Employee's desire to receive the Severance Pay immediately, and Employee's belief that Employee had ample time in which to consider and understand this Release.

11. **BY EXECUTING THIS RELEASE, EMPLOYEE ACKNOWLEDGES HAVING CAREFULLY READ, AND ACKNOWLEDGES KNOWING AND UNDERSTANDING, THE TERMS AND EFFECT HEREOF. EMPLOYEE FURTHER ACKNOWLEDGES THAT THE EMPLOYEE HAS BEEN GIVEN THE OPPORTUNITY TO REVIEW THIS RELEASE WITH EMPLOYEE'S ATTORNEY. EMPLOYEE FURTHER REPRESENTS, DECLARES AND AGREES THAT EMPLOYEE VOLUNTARILY ACCEPTS THE SEVERANCE PAY FOR THE PURPOSES OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS HEREINABOVE DESCRIBED. EMPLOYEE SIGNS THIS RELEASE OF EMPLOYEE'S OWN FREE WILL.**

THIS ____ day of _____, _____

EMPLOYEE: _____
(Print Name)

_____
(Signature)

WITNESS: _____

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SAMPLE