

SAMPLE SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") dated _____, is made and entered into by and between, on the one hand, Jane Doe ("Plaintiff" or "Doe") and, on the other hand, the Company ("Defendant" or "Company").

WHEREAS, Plaintiff filed a complaint against Defendant entitled *Doe v. Company*, No. _____ Civ. _____ (____), in the United States District Court, Southern District of New York, in which Plaintiff asserted certain claims against Defendant relating to Plaintiff's employment with Defendant (the "Lawsuit");

WHEREAS, Defendant denies that it acted wrongfully or has any liability to Plaintiff for the claims asserted in the Lawsuit;

WHEREAS, Plaintiff and Defendant (collectively the "Parties") intend the terms and conditions of this Agreement to govern all issues related to the Lawsuit and Plaintiff's employment with Defendant;

WHEREAS, the Parties now wish to resolve all differences among them and wish to reach a final settlement and compromise of any claims that were raised or could have been raised in the Lawsuit involving any aspect of Plaintiff's employment with Defendant;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto stipulate and agree as follows:

Settlement Payment

1. Within thirty (30) days of the Effective Date of this Agreement, as defined in paragraph eleven (11) of this Agreement, Defendant agrees to pay, and Plaintiff agrees to accept, the gross amount of \$ _____ (_____ dollars and _____ cents). Defendant will issue Plaintiff

that this Agreement and the foregoing release specifically cover any claims of sexual harassment, discrimination on the basis of sex, disability, race, color, religion, national origin, ancestry, age (including, without limitation, any rights or claims arising under the Age Discrimination in Employment Act)[note- ADEA settlements need additional language under the Older Workers' Benefit Protection Act], creed, handicap, citizenship, ethnic characteristics, sexual or affection preference or marital status, and also include, no matter how denominated or described, any claims of discrimination under any federal, state, or local law, rule, regulation, or executive order and any claims of wrongful discharge or termination, breach of contract, written or oral, express or implied, breach of promise, public policy, fraud, whistleblower activities, retaliation, impairment of economic opportunity, negligent hiring, retention or referral, intentional or negligent infliction of emotional or psychological harm, pain and suffering or any tort, breach of any implied covenant of good faith and fair dealing, perceived disability, history of disability, payment of wages or benefits, any claim arising under the Employee Retirement Income Security Act of 1974, and any claim for attorneys' fees.

No Admission of Liability

6. This Settlement Agreement and any negotiations or proceedings hereunder are not, and shall not be construed as or deemed to be, an admission or concession by Defendant of any liability or wrongdoing whatsoever in connection with any allegations Plaintiff may have made against Defendant, and the liability for any such allegations is expressly denied by Defendant.

Confidentiality

7. Plaintiff understands and agrees that the existence of this Agreement and of the settlement represented by it and the terms of this Agreement are confidential, and that he[she]

shall not disclose any of these terms to any person or entity, except as expressly required by an order of a court of competent jurisdiction or valid and enforceable subpoena. Notwithstanding the foregoing, Plaintiff may disclose the terms of this Agreement to his[her] immediate family, to the Mediator, to any federal, state, or local tax authority should such authority initiate an inquiry concerning the terms of this Agreement, and to his[her] respective legal, financial, and tax advisors.

General Provisions

8. The Parties understand and agree that: (i) the preceding sections of this Agreement recite the sole consideration for this Agreement; (ii) no representation or promise has been made by the Parties on any subject whatsoever; and (iii) all agreements and understandings between the Parties on any subject whatsoever are embodied and expressed in this Agreement.

9. This Agreement shall be binding upon the successors and assigns of each party hereto, and may not be amended except by a writing signed by each party hereto stating that it is an amendment hereto.

10. This Agreement shall be governed by the laws of the State of New York, exclusive of choice of law rules.

11. The Effective Date of this Agreement shall be ten (10) days from the date the Parties have executed the Agreement.

12. This Agreement may be executed in counterparts, copies of which containing the signatures of the Parties shall constitute one instrument.

13. If any part of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable.

14. The Parties acknowledge that each has reviewed this Agreement in its entirety, and