

Separation Agreement California

This **California Separation Agreement** ("**Agreement**") is entered into by and between the following parties:

Company

Employee

Company and Employee may be referred to individually as a "**Party**" and together as the "**Parties.**"

This Agreement is intended to document the terms of Employee's separation from employment with Company, provide separation benefits to which Employee is not otherwise entitled, and resolve certain employment-related matters between the Parties. This Agreement does not constitute an admission of wrongdoing, liability, or unlawful conduct by either Party.

1. Employment Separation

Employee's employment with Company will end effective _____ ("**Separation Date**"). As of the Separation Date, Employee will no longer hold any position, office, authority, or employment relationship with Company or any of its parents, subsidiaries, affiliates, successors, or assigns.

Employee acknowledges that, except as expressly stated in this Agreement or required by applicable law, Employee is not authorized after the Separation Date to act on behalf of Company, bind Company to any obligation, access Company systems, represent that Employee remains employed by Company, or use Company property or confidential information for any purpose.

2. Final Wages and Accrued Amounts

Company will pay Employee all earned wages, accrued vacation or paid time off required to be paid under applicable California law, reimbursable business expenses properly submitted under Company policy, and any other amounts that are due and payable regardless of whether Employee signs this Agreement.

The Parties acknowledge that payment of earned wages or other amounts already due to Employee is not consideration for the release of claims in this Agreement. Employee is not required to waive any claim for wages that are due and unpaid unless those wages have been paid.

3. Separation Benefits

In exchange for Employee's promises, releases, and obligations under this Agreement, and provided that Employee signs this Agreement, does not revoke it where a revocation right applies, and complies with its terms, Company will provide the following separation benefits ("**Separation Benefits**"):

Benefit	Amount or Description	Payment or Delivery Timing
Separation Payment		
Benefits Assistance		
Outplacement or Career Support		
Other Consideration		

The Separation Benefits are separate from and in addition to compensation or benefits that Employee is already entitled to receive. Company may withhold applicable taxes and legally required deductions from any taxable payments. Employee is responsible for any personal tax obligations arising from payments or benefits received under this Agreement.

4. Consideration Period

Employee acknowledges that Employee has been given a reasonable opportunity to review this Agreement before signing it. Employee is encouraged to consult an attorney of Employee's choice before signing.

If Employee is forty years of age or older, Employee acknowledges that Employee has been given at least twenty-one days to consider this Agreement before signing it. Employee may sign before the end of the twenty-one-day period, provided that Employee's decision to do so is voluntary and not induced by fraud, coercion, or improper pressure. Any material or immaterial changes to this Agreement will not restart the consideration period unless Company expressly agrees in writing.

5. Revocation Right for Age Claims

If Employee is forty years of age or older, Employee may revoke Employee's release of claims under the Age Discrimination in Employment Act by delivering written notice of revocation to _____ within seven days after signing this Agreement. The release of age discrimination claims will not become effective until the eighth day after Employee signs this Agreement, provided that Employee has not timely revoked it.

If Employee timely revokes the release of age discrimination claims, Company will have no obligation to provide any Separation Benefits that are conditioned on that release, unless Company elects otherwise in writing.

6. General Release of Claims by Employee

In exchange for the Separation Benefits and other promises in this Agreement, Employee, on behalf of Employee and Employee's heirs, representatives, successors, and assigns, releases Company and its past and present parents, subsidiaries, affiliates, owners, shareholders, members, partners, officers, directors, employees, agents, benefit plans, insurers, attorneys, successors, and assigns from all claims, demands, liabilities, causes of action, obligations, damages, costs, expenses, and attorneys' fees of any kind that Employee has or may have against them arising on or before the date Employee signs this Agreement.

This release includes claims arising from or related to Employee's employment, compensation, benefits, workplace treatment, separation from employment, and any other act or omission occurring on or before the date Employee signs this Agreement. This release includes, to the fullest extent permitted by law, claims under federal, state, and local employment, wage, discrimination, harassment, retaliation, leave, disability, civil rights, whistleblower, contract, tort, public policy, and benefit laws.

If Employee is forty years of age or older, this release specifically includes claims under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, arising on or before the date Employee signs this Agreement.

7. Claims Not Released

Nothing in this Agreement releases, waives, limits, or interferes with:

- Employee's right to enforce this Agreement;
- Employee's right to receive final wages, accrued paid time off, vested retirement benefits, workers' compensation benefits, unemployment insurance benefits, or any other benefit that cannot lawfully be waived;
- Employee's right to file a charge, complaint, report, or disclosure with the Equal Employment Opportunity Commission, California Civil Rights Department, California Labor Commissioner, National Labor Relations Board, Securities and Exchange Commission, Occupational Safety and Health Administration, or any other government agency;
- Employee's right to participate in, cooperate with, or provide information in any government investigation or proceeding;
- Employee's right to challenge the validity of any release of claims under the Age Discrimination in Employment Act;
- Employee's right to disclose information about unlawful acts in the workplace, including harassment, discrimination, retaliation, wage violations, sexual assault, or any other conduct Employee has reason to believe is unlawful; or
- Any claim that cannot be released as a matter of law.

Although Employee may communicate with government agencies and participate in government proceedings, Employee waives the right to recover personal monetary relief from released claims to the fullest extent permitted by law, except where such waiver is prohibited, including any right to receive a government-issued whistleblower award.

8. California Civil Code Section 1542 Waiver

Employee acknowledges that Employee has been advised of and understands California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Employee expressly waives and relinquishes the rights and protections of California Civil Code Section 1542 with respect to the released claims. Employee understands that this means Employee is releasing both known and unknown claims arising on or before the date Employee signs this Agreement, except for claims that cannot lawfully be released.

9. Company Property and Information

On or before _____, Employee will return to Company all Company property in Employee's possession, custody, or control, including computers, phones, access cards, keys, documents, files, equipment, storage devices, credit cards, passwords, records, and confidential materials.

Employee will not retain, copy, download, transfer, delete, alter, or use Company information except as authorized in writing by Company or permitted by law. If Employee later discovers Company property or confidential information in Employee's possession, Employee will promptly notify Company and return or permanently delete it as Company directs.

10. Confidential Information

Employee acknowledges that, during employment, Employee may have had access to confidential, proprietary, trade secret, business, financial, technical, customer, vendor, employee, product, strategy, security, and operational information belonging to Company or third parties.

Employee will not use or disclose confidential information except as required to comply with law, participate in a government investigation, report suspected unlawful conduct, consult with legal counsel, or exercise legally protected rights. This Agreement does not limit any immunity, protection, or right available under applicable whistleblower, trade secret, labor, employment, or securities laws.

11. Confidentiality of Agreement Terms

Employee will keep the financial and business terms of this Agreement confidential and will not disclose them except to Employee's spouse or domestic partner, attorney, tax advisor, financial advisor, accountant, government agencies, or as required by law.

Any person to whom Employee discloses the terms of this Agreement must be informed that the information is confidential, except where such instruction would be unlawful or inappropriate because the disclosure is made to a government agency, legal counsel, or in connection with protected rights.

Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful.

12. Non-Disparagement

Employee agrees not to make knowingly false statements about Company, its products, services, officers, directors, employees, business practices, or reputation. Company agrees to instruct _____ not to make knowingly false statements about Employee's employment, performance, or separation.

Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. Nothing in this Agreement prevents either Party from giving truthful testimony, responding to legal process, communicating with government agencies, or exercising rights protected by law.

13. References and Employment Verification

In response to external employment verification requests, Company will provide only Employee's dates of employment, last position held, and, where authorized by Employee or required by law, compensation information. Requests should be directed to _____.

Company is not required to provide a positive reference, recommendation, or explanation for Employee's separation unless expressly agreed in a separate written document signed by Company.

14. Cooperation

Employee agrees to provide reasonable cooperation to Company regarding matters within Employee's knowledge that arose during Employee's employment, including transition questions, business records, audits, investigations, disputes, or legal proceedings.

Company will make reasonable efforts to schedule any requested cooperation at times that do not unreasonably interfere with Employee's personal or professional obligations. Company will reimburse reasonable pre-approved expenses incurred by Employee in providing requested cooperation.

15. No Admission of Liability

This Agreement is a compromise and resolution of potential matters between the Parties. Neither this Agreement nor any payment or benefit provided under it is an admission by Company or Employee of liability, wrongdoing, unlawful conduct, or violation of any contract, policy, statute, regulation, or legal duty.

16. Continuing Obligations

Employee remains bound by any lawful continuing obligations that survive the end of employment, including obligations relating to confidential information, intellectual property, trade secrets, return of property, and post-employment cooperation, to the extent those obligations are enforceable under applicable law.

Nothing in this Agreement creates or expands any post-employment restriction that would be unlawful under California law.

17. No Reemployment Obligation

Employee agrees that Company has no obligation to consider Employee for future employment, engagement, consulting work, or any other business relationship. Employee will not knowingly seek future employment with Company unless Company invites Employee to apply or otherwise agrees in writing.

This clause does not prevent Employee from responding to lawful government inquiries, participating in protected activity, or exercising rights that cannot be waived.

18. Breach and Remedies

If either Party breaches a material obligation under this Agreement, the non-breaching Party may seek appropriate relief available under applicable law, including damages, equitable relief, or enforcement of this Agreement.

Before filing any action to enforce this Agreement, the Party claiming breach will provide written notice describing the alleged breach and will allow the other Party _____ days to cure the breach, if the breach is reasonably capable of cure. This notice-and-cure requirement does not apply where immediate relief is reasonably necessary to protect confidential information, trade secrets, legal rights, or compliance obligations.

19. Taxes

Employee acknowledges that Company has made no representation about the tax treatment of any payment or benefit under this Agreement. Employee is responsible for consulting Employee's own tax advisor and for paying any taxes, penalties, or interest owed by Employee, except for payroll taxes and withholdings Company is legally required to handle.

20. Governing Law and Dispute Resolution

This Agreement will be governed by the laws of the State of California, without regard to conflict-of-law rules that would require the application of another state's law.

Any dispute arising out of or relating to this Agreement will be brought in a court of competent jurisdiction located in _____, California, unless the Parties are subject to a lawful and enforceable arbitration agreement that applies to the dispute. Nothing in this Agreement limits either Party's right to seek temporary or preliminary relief from a court where necessary to prevent immediate and irreparable harm.

21. Voluntary Agreement

Employee acknowledges that Employee has read this Agreement carefully, understands its terms, has had an opportunity to ask questions and consult an attorney, and signs voluntarily. Employee further acknowledges that Employee has not relied on any promise or statement not contained in this Agreement.

22. Entire Agreement

This Agreement contains the entire understanding between the Parties regarding Employee's separation from employment and the release of claims addressed in this Agreement. It replaces all prior or contemporaneous oral or written discussions, promises, or agreements concerning those subjects, except for any lawful continuing obligations expressly preserved by the Continuing Obligations clause.

23. Amendment

This Agreement may be amended only by a written document signed by both Parties. No oral statement, email, text message, or informal communication will amend or waive any term of this Agreement unless it is expressly identified as an amendment and signed by both Parties.

24. Severability

If any clause of this Agreement is found invalid, unlawful, or unenforceable, that clause will be enforced to the maximum extent permitted by law or modified to the minimum extent necessary to make it enforceable. The remaining clauses will remain in effect, provided that the essential purpose of this Agreement is not defeated.

25. Counterparts and Electronic Signature

This Agreement may be signed in counterparts, each of which will be treated as an original, and all of which together will form one agreement. Signatures delivered electronically, including through Jotform Sign, will have the same effect as original signatures to the fullest extent permitted by law.

26. Effective Date

This Agreement becomes effective on the date signed by both Parties, except that any release of age discrimination claims by an Employee who is forty years of age or older will not become effective until the revocation period described in the Revocation Right for Age Claims clause has expired without revocation.

Signatures

By signing below, each Party acknowledges that the Party has read, understood, and agreed to this California Separation Agreement and General Release.

Company

Name

Date

Signature

Employee

Name

Date

Signature



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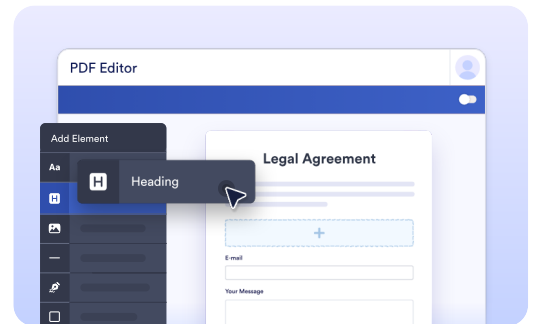
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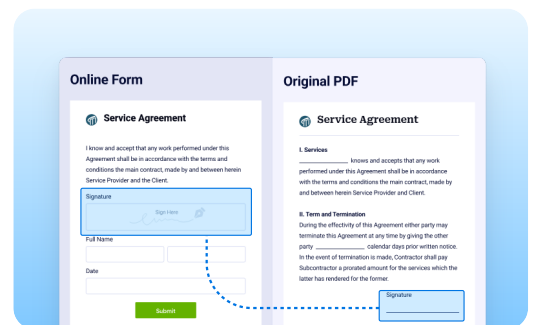
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