

Sample Settlement Agreement and Mutual Release

Employee and Employer agree to this Settlement Agreement and Mutual Release.

1. Employee has filed EEOC/MDCR charge numbers _____, and received Notices of Right to Sue in those charge numbers, and she has alleged, in part, that the Employer's termination of her violated 42 USC 2000e, 42 USC 1981, and MCL 37.2201 *et seq*
2. As part of the above charges and allegations, Employee has sought to recover damages, including personal injury damages and pain and suffering damages, under 42 USC 2000e, 42 USC 1981, and MCL 37.2201 *et seq*.
3. The Employer has denied and continues to deny all allegations of illegality or other misconduct.
4. It is further understood and agreed that this Settlement is the compromise of a doubtful and disputed claim and that payments made are not to be construed as an admission of liability.
5. In consideration of the Employer completely paying and the payments being consummated as provided for in this Agreement, Employee releases Employer of all liability, including liability for alleged employment law violations, including all causes of action under 42 USC 2000e, 42 USC 1981, and MCL 37.2201 *et seq*.
6. In consideration of the Employer completely paying and the payments being consummated as provided for in this Agreement, the Employee, for herself, heirs, successors, and assigns, hereby releases, acquits, and forever discharges the Employer, its heirs, agents, subsidiaries, assigns, attorneys and employees from any and all claims, demands, attorney fees, actions and damages arising out of her termination, which is the subject of the aforesaid EEOC/ MDCR charges.
7. In addition, in like manner and with identical language incorporated herein, the Employer releases the Employee, her heirs, agents, subsidiaries, assigns, attorneys, and employees from any and all claims, demands, attorney fees, actions, sanctions, and damages.
8. On or before May 1, 2005, the Employer will pay to the Employee the total amount of \$_____ representing personal injury damages, including pain and suffering, sought under 42 USC 2000e, 42 USC 1981, and MCL 37.2201 *et seq*. This \$_____ represents payment for personal injuries. It is not payment for lost wages. A Form 1099 will be issued only to the Employee for this \$_____ payment.
9. In addition, the Employer will make a payment for attorney fees. This payment will be made via a \$_____ check payable to only the Employee's attorney, _____, delivered to attorney _____ at _____ on or before May 1, 2005. A Form 1099 will be issued only to the attorney for this _____ payment.
10. Employee shall resign her employment with the Employer effective October 1, 2004. A copy of the voluntary resignation notice is attached hereto as Example A.
11. The Employer agrees that it will provide neutral references concerning the Employee. The Employer agrees that it will not provide any unfavorable information concerning the Employee to anyone. The neutral reference will indicate as follows: "_____ worked for _____ as a _____ from _____ until she voluntarily left effective October 1, 2004. At the time of her leaving, her hourly rate was \$_____. It is the policy of _____ not to provide further information concerning any employee."
12. The Employer will provide to the Employee on or before May 1, 2005, a letter on company stationary signed by _____ indicating what is in Example B.
13. In that the Employee has submitted a voluntary letter of resignation, the Employee may represent in future applications and inquiry responses, that she voluntarily quit her employment with the Employer.
14. The Employer will cleanse, purge, and destroy from all its records all documentation concerning or reflecting the Employee's unemployment compensation proceedings, EEOC/ MDCR proceedings, and adverse information, including but not limited to probation, monitoring, discipline, and/or involuntary termination. This does not preclude such documentation being kept in a completely separate file at the offices of the Employer's outside counsel away from the Employer premises.
15. The Employer on or before May 1, 2005, will withdraw with prejudice its request for reconsideration before the Unemployment Compensation Agency via the faxing and mailing of a letter to the UA identical to Example C.
16. The parties agree that they will keep the amount of this Settlement Agreement and Mutual Release confidential, and the amounts of the Settlement Agreement shall not be revealed to anyone other than the parties' attorneys, tax advisors, taxing authorities, and spouses. Should any person inquire as to the status