

SETTLEMENT AGREEMENT

John Doe v. Jane Doe

I. PURPOSE

This agreement is made as a compromise between John Doe (hereinafter “John”) and Jane Doe (hereinafter “Jane”) for the complete and final settlement of their claims, differences, and causes of action with respect to the dispute described below.

II. STATEMENT OF DISPUTE

The parties became involved in a dispute regarding the termination of John’s employment by Jane.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants set forth, the parties agree as follows:

1. Jane shall pay \$150,000 to John.
2. Jane shall provide John with a neutral reference.
3. All employment records shall be corrected to reflect a voluntary resignation for personal reasons.

IV. COMPROMISE NOT ADMISSION

This agreement is executed by the parties to this compromise for the sole purpose of compromising and settling the matters involved in this dispute, and it is expressly understood and agreed, as a condition of the compromise, that this agreement shall not constitute or be construed to be an admission on any part of the parties or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

V. CHANGE OF FACTS

It is understood by both parties that the facts in respect of which this agreement is made may subsequently prove to be other than or different from the facts now known by either of them or believed by either of them to be true, as set out in this agreement. Each of the parties accepts and assumes the risk of the facts proving to be so different, and each of the parties agrees that all the terms of this agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

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VI. EFFECT OF AGREEMENT

This agreement shall be binding on and inure to the benefit of the parties and their respective legal representatives, successors, and assigns.

VII. DOCUMENT AS ENTIRE AGREEMENT

This agreement embodies the entire agreement of the parties respecting the subject matter. There are no promises, terms, conditions, or obligations other than those contained in the agreement. This document supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. By executing this agreement, the undersigned parties warrant and represent that they have not relied on any promises or representations not contained within this agreement.

VIII. RELEASE OF RIGHT OF ACTION

Both parties release each other from any claims, demands, actions, or suits at law or in equity, of any kind or nature, arising out of the anything related to the instant subject matter, except with regard to enforcement of the agreement. Additionally, each party shall indemnify and hold harmless the other with regard to any actions by third parties against the other in connection to items he has relinquished in this agreement.

IX. IMPLEMENTATION

The parties agree to cooperate and communicate in good faith to implement and to abide by the terms of this Agreement. This Agreement is self-executing as this document alone will provide full authority for any court to withdraw or dismiss this or any other case with prejudice and to implement the terms contained herein.

X. SEVERABILITY

In the event that any term or condition of this Agreement is determined by a court of competent Jurisdiction to be unenforceable as a matter of law, then such term or condition shall be severed from this Agreement and all the remaining terms and conditions shall remain in full force and effect.

XI. VOLUNTARINESS

The parties acknowledge that each and every term of this Agreement is understood and entered into knowingly and voluntarily. Both parties acknowledge and represent that they have been provided with a reasonable amount of time to consider the terms set forth before signing it. Each party acknowledges that they fully participated in the negotiations leading up to this Agreement and that the resulting Agreement is not the product of coercion, duress, threat, intimidation, or other undue pressure of any kind. Each party has

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fully considered the terms of this Agreement, and understands that this is intended to create a legal, valid and enforceable agreement and voluntarily agrees to the terms and conditions of this Agreement prior to affixing signature.

XII. COOPERATION

Both parties shall cooperate and act in good faith to perform all acts necessary to implement the Settlement Agreement, including preparing and/or executing any documents reasonably necessary to effectuate the terms and conditions set forth.

XIII. CONSULTATION

By signing this document, each party knowingly and intentionally acknowledges that they were advised that they have the right to consult with legal counsel and they were provided ample opportunity to so consult with an attorney.

XIV. CHOICE OF LAW

Georgia law shall control with respect to this agreement. In the event of a dispute over this agreement, a Georgia forum shall be the venue to which a dispute shall be resolved or litigated.

XV. RETURN OF PROPERTY

Each of the undersigned parties affirm that they are in possession of all of their respective property and that the other party is not in possession of any property belonging to the other party.

XVI. MODIFICATION

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

XVII. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by facsimile or email. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

THE PARTIES FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS THEY HAVE OR MIGHT HAVE AGAINST EACH OTHER.

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The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

John Doe

Date

Jane Doe

Date