MUTUAL SEPARATION TERMS — NO CLAIM RELEASE

From: Example Company, Employer office in Idaho.

To: Jordan Example, Mailing address in Oregon.

Letter date: November 3, 2026. **Employment ending date:** November 3, 2026.

Position: Documented employment facts supplied by the preparer.. **Employment began:** January 1, 2024.

Primary work state: DC. **Other locations and governing arrangements:** Documented employment facts supplied by the preparer.

Dear Jordan Example,

1. Actual employment-ending action

The parties propose the following mutual separation terms, effective only upon their actual assent. This document does not certify that a mutual agreement has already been reached.

Mutual terms and transition commitments: Documented employment facts supplied by the preparer.

Reason stated by the employer: The position was eliminated in the documented reorganization.

Actual basis, authority and decision record: Documented employment facts supplied by the preparer.

2. Earned compensation and benefits

Final-wage amount recorded: $1,300.00.

Itemization, additional amounts and remaining calculations: Documented employment facts supplied by the preparer.

Final-wage deadline entered by the preparer: 2026-11-03. **Actual paid/scheduled final-wage date:** 2026-11-03.

Method, status and payment record: Documented employment facts supplied by the preparer.

Actual legal deadlines and calculation review: See the wage-law timing and tender record.

Already-earned compensation, mandatory leave payouts, expenses, vested benefits and statutory severance remain payable whether or not the individual signs this letter, returns property or signs a separate release. No disputed deduction, forfeiture or delay is authorized merely by recording it here.

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Earlier mandatory deadlines and the actual rules for later-determinable amounts prevail over inconsistent entries.

Actual benefits, coverage dates and continuation procedure: Documented employment facts supplied by the preparer.

Coverage does not automatically end on the last day of the month. The actual plan, qualifying event and applicable federal/state continuation rules control. A current employer headcount alone does not determine all COBRA questions. Where federal COBRA applies to an employment-ending qualifying event, employer notice to the plan administrator and the administrator's election notice have distinct deadlines; a combined employer/administrator generally has a 44-day period, with the applicable start date determined by the rules and plan. This letter is not an election notice and does not certify one was sent. Eligible dependents' rights are not waived.

3. Additional severance and separate releases

Actual statutory/contractual severance and any additional offer: Documented employment facts supplied by the preparer.

This document contains no release of claims. Receiving or acknowledging a termination notice is different from agreeing to release claims. Any proposed release must be prepared and reviewed separately with actual additional consideration, identified claims, necessary disclosures, review time and revocation rights. No unknown-claim waiver, ADEA waiver, FLSA release, non-disparagement covenant or agreement not to reapply is inserted here.

4. Required notices and delivery

Actual WARN/state/local coverage and obligation review: Documented employment facts supplied by the preparer.

Federal WARN requires written notice where its coverage/event rules apply, subject to actual statutory exceptions. Payment may affect damages but is not an automatic substitute for compliant notice. State laws may have broader coverage, different timing, recipients or statutory severance; those duties must be separately addressed. This generic letter is not a complete statutory WARN notice and does not certify compliance.

Actual materials and delivery record: Documented employment facts supplied by the preparer.

Letter delivery is planned, not yet completed: Documented employment facts supplied by the preparer.

No document is described as enclosed, mailed or delivered merely because this letter was generated. Retain actual copies and evidence for each required recipient; pending notices must be completed when required. Unemployment eligibility is determined by the responsible agency, not this letter.

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5. Transition and continuing rights

Actual transition, access and property procedure: Documented employment facts supplied by the preparer.

Existing agreements and identified obligations: Documented employment facts supplied by the preparer.

This letter creates no new confidentiality, noncompete, nonsolicit, no-hire or invention-assignment obligation and does not revive an invalid or expired restriction. Any continuing duty must arise under an actual enforceable agreement or law. Required record preservation, lawful access to personal/employment records and mandatory compensation obligations remain intact.

Nothing here restricts lawful discussions of wages or working conditions, organizing or protected concerted activity, communicating with counsel, filing charges, truthful testimony, agency cooperation, reporting possible violations or receiving lawful whistleblower awards. No prior employer notice or consent is required for protected activity.

Trade-secret immunity notice: Under 18 U.S.C. §1833(b), federal/state trade-secret liability does not attach to confidential disclosure to a federal, state or local official, directly or indirectly, or an attorney, solely to report or investigate a suspected legal violation, or to a disclosure in a complaint or other document filed under seal. A person bringing an employer-retaliation suit for reporting a suspected violation may disclose the trade secret to their attorney and use it in that proceeding if documents containing it are filed under seal and any other disclosure follows a court order.

Actual internal review/grievance procedure: Documented employment facts supplied by the preparer.

Internal review does not extend an external agency or court deadline unless the applicable law provides otherwise.

Actual follow-up commitments: Documented employment facts supplied by the preparer.

6. Review and signatures

Review record supplied by the preparer: Documented employment facts supplied by the preparer.

Questions may be directed to **Taylor Manager**, **Documented employment facts supplied by the preparer.**, at **hr@example.org**.

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By signing, the parties assent to the stated mutual separation commitments, subject to mandatory rights. Their signatures do not release claims or certify delivery of separate documents.

Authorized employer signer

PRINTED NAME

SIGNATURE

DATE

Employee — mutual terms only

PRINTED NAME

SIGNATURE

DATE

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