You’re busy running your businesses, so I’ll be quick and to the point:

**Landlords**
I’ve spoken to many of my friends in the real estate business. Across the board they are giving rent deferrals to those who can demonstrate their business is being negatively impacted\(^1\). With interest rates near zero, for them it is not a matter if when they are paid, but whether they get paid.

For most landlords, in this situation there is no upside to taking drastic action against a tenant who is having trouble paying for a few months. Eviction means an empty building because no one is signing new leases now. Furthermore the “round trip” for a landlord includes the legal cost of an eviction plus paying a broker’s fee or commission for finding a new tenant. As well, beyond the economic issues, most landlords need to have a good relationship with their local government (zoning, permitting, etc.) and don’t want to face the fallout of evicting taxpayers during a pandemic.

So what is “market” for rent concessions? From what I have been told two to three months deferral, with the balance made up over the following twelve months.

**Lenders**
We recognize that lender relationships are more situational than tenant/landlord, and so this advice is offered generally, knowing you’ll be working closely with your board on your particular situation. Nonetheless, drawing down lines of credit, and deferring payments to lenders may be the easiest and most material way to improve your liquidity between now through July 4th.

Drawing down on your line of credit should not be seen as an aggressive act. Your bank is in the business of renting out money, and if you draw it down with the intent to pay it back – along with interest – that’s not negative to a lender. Additionally, if you leave the cash in an account with the same institution, they can leverage that deposit balance with near-zero cost of Federal Funds, to make additional loans.

In terms of payment deferral, lenders are in a similar situation to landlords in that this is a very tough (to near impossible) environment to foreclose on borrowers, especially if post-COVID you pay on time, along with a plan to make up any deferrals. As well, if you go on the record that you want to defer payments for two or three months in order to avoid layoffs, this will be a very difficult narrative for a bank to push back on or take legal action.

Keep in mind there is a line with most lenders between interest and principal – it is far easier from a regulatory standpoint, and structurally, to defer principal than interest. As well, it is easy for them

\(^1\) The exception would be if your rent is significantly below market, in which case a landlord may take advantage of non-payment to get out of your lease.
to waive fees and penalty interest. Nonetheless, you may find yourself easily deferring both interest and principal – **especially if the rationale is to save jobs.**

With the government programs in place, you’ll need to be careful not to impact your primary lending relationship at the expense of gaining approval for an attractive Federal loan (see mention of upcoming webinar below). But to not press firmly with your lender for some relief is to step past a large and obvious source of liquidity.

**Layoffs**

Most CEO’s I’ve spoken with are considering or have implemented layoffs. While the government unemployment benefits are making this less painful for your team members, even a furlough with a promise to re-hire is traumatic for your employee and their family. Attached to this note is handout I use in class at Stanford which addresses summary thoughts on laying off employees (these are not COVID-19 specific, but generic advice for a layoff). As well, I’m attaching a chapter out of an upcoming book by myself and Susan, which addresses terminations in general (again, general thoughts, not customized for this situation).

Mary Chowning and Sam Spar are meanwhile working on a webinar for early next week to guide you through the technical details of managing any workforce reduction in a way that takes maximum advantage of the government programs and provides the highest benefits for those you need to furlough. The government is offering some very attractive incentives (such as forgiving portions of any loans made), but it’s important to understand the rules and manage your workforce reductions – and any re-hires – in a certain way.

At the same time, I want to pass along a possible alternative to a workforce reduction. Individual circumstances may make this not practical or possible, but one CEO took the approach of calling his company together and letting them know the team was in this together. Instead of laying people off, everyone was going to take a reduction in salary—across the board. The result was applause. It became a bonding experience with long-term cultural impact. Each employee proudly took a modest sacrifice to keep the team in place. He told me his team is working as hard as they ever had, on behalf of each other.

**LIQUIDTY, LIQIDITY, LIQUIDITY.**
Layoffs—Best Practices

1. Plan using a very small circle
   a. The bigger the circle the harder it is to control information—need to know, when you need to know it;
   b. The more people that are burdened with the secret;
   c. Swift, Silent, Deep

2. Time is not on your side, move expeditiously
   a. Economic constraints
   b. Information leakage

3. Run all steps by HR expert or legal counsel

4. The announcement to terminated employees
   a. Hear the news from the leader;
   b. Deliver at the same time;
   c. Short and to the point;

5. It pays to be gracious
   a. Severance (if commercially available)
   b. References
   c. Outplacement
   d. Insurance

6. Have all the details meticulously in place
   a. COBRA
   b. Severance documents
   c. FAQ
   d. Outplacement information

7. The announcement to remaining employees
   a. If possible, “We are done…this is it,” (but mean it)
   b. Offer compassion for the people who left
   c. Tell them what you did for departing employees, how the decisions on who to cut were made, and your reasoning
   d. Anticipate and answer FAQ (do not leave it to the rumor mill)
   e. Draw a realistic vision and roadmap—okay to be optimistic and hopeful, but don’t sound clueless or misleading
   f. Be very-very-very visible afterward

It’s going to be tough, but it’s not about you. It’s about them.
LETTING PEOPLE GO

There is overwhelming evidence that the higher the level of self-esteem, the more likely one will be to treat others with respect, kindness, and generosity.

~ Nathaniel Brandon

I once asked a candidate interviewing for a vice president position: “Of the people you’ve hired, how many have you had to terminate?” He boasted that he’d never had to terminate anyone he’d hired. To me, this was a red flag. Most managers hire at a success rate of 50% to 75%; even the strongest managers know that hiring is an imperfect activity. I didn’t view the candidate’s record as evidence of superhuman hiring ability, but instead as a lack of commitment to building a winning team.

If you’re committed to excellent leadership, you’ll have to replace employees who aren’t a good fit. Further, a willingness to replace underperformers, or those in the wrong job, sends the message to your organization that you set a high standard for performance. Done properly, that standard will permeate throughout the whole organization.

Don’t Put Off the Decision

Most experienced CEOs report that they decided to terminate an underperforming employee later than they should have. It’s in our nature to put off unpleasant tasks; merely telling yourself you “won’t procrastinate” seldom works. In determining if you’re managing your work efficiently, or simply procrastinating, depersonalize the situation and ask yourself how you might advise a friend who called you for advice on the same problem. We often give advice to others that we have trouble accepting for ourselves.

Ask also what will happen if you do nothing. Over time, will the problem increase, shrink, or remain the same? Some problems take care of themselves if you ignore them, and those should be left alone. That’s not procrastination but time management and triage. But in the case of letting someone go, the problem often exacerbates rather than dissipates (e.g. missing operational targets, poor customer service, lower sales, a deterioration of the manager’s team).
An oft-cited excuse for postponing a termination is the desire for more certainty. If you feel yourself in this mindset, then ask yourself: what specific information you hope to gain through the passage of time, and then whether that information is realistic to acquire. If so, then make a conscious effort to quickly obtain the data.

Another common reason to postpone a termination is a failure to evaluate whether what you’re doing is working. We can coax ourselves into believing that if we try the same coaching again, and again, things will change. With employee performance, this is seldom the case.

Keep in mind that the decision to terminate an employee is almost always harder on the company in the short run, which is the last reason many managers delay the inevitable. Terminations typically mean additional workload for the remaining employees as you tackle hiring a replacement. Don’t let that be a reason to postpone.

When to Terminate?
Termination is situational, but there are some frameworks a leader can use to make the decision of whether to let someone go. There are three frameworks that will quickly and confidently get you to the right decision. First, ask yourself whether in three years you see this person in their same position with the organization. That is: “In three years, I don’t expect to have Hannah as my CFO.” If you can’t picture an employee working with you in three years, that’s a red flag.

Second, imagine how you would feel it the employee in question came into your office and resigned; whether you would be relieved, inconvenienced, or devastated. If you find yourself relieved, you probably have enough information to make your decision.

Finally, if the first two frameworks are directing you toward a decision to terminate the team member’s employment, write out what behaviors or characteristics of the person would have to change in order for you to alter your opinion. Then take a look at that list and either decide to take immediate action with the employee to implement those changes or concede that the required changes are not realistic.

Firing someone is upsetting and painful for the employee in question, but in the long run, it’s also in their best interest. Your company deserves high-performing employees, but at the same time, all of us deserve a workplace where we can excel. Over time, you’ll discover that most everyone you terminate finds a new and better position than the one they left.

Stay Focused on Your Objectives
In preparing for termination, stay focused on your objectives. Often energy is unwittingly spent knitting the words together to ease the guilt you feel or the mistaken belief that there is a way to fire someone and not have it painful for the other person. When doing so, the conversation often degrades into trying to justify the decision (which leaves you listing all of the shortcomings of the person), or one ends up making it about the manager, by referencing how hard it is for the person doing the termination. Instead, limit your objectives to:

- Reduced emotional distraction to your organization
- Elimination of legal liability
- Compassionate termination
- Creating a bridge to help your employee get to their next position

If you try to make the meeting painless to the other person, you’ll almost certainly make the situation worse. You may feel guilty about terminating an employee, but if you try to ease that guilt, it will come across as if you are asking the employee to let you off the hook. Avoid the temptation to say versions of, “This is hard for me also;” “I hope you understand;” or “I’d like to remain friends.” Do not make it about you. No matter how bad you feel, your employee is the one going home without a job, not you.

During a termination is also not the time to convince your employee that you’re making the right decision. You’ll find yourself giving the employee all the reasons why they’re lousy at their job at the time when they’re most fragile. There’s also a risk that the meeting deteriorates into a debate; before you know it, you’ll be making your “case” for why your employee should be fired, which can sour things very quickly.

Finally, terminated employees often push back and express the need to know why they’ve been fired. Employees are entitled to that information, but it doesn’t have to come at the same moment they’re being fired, a point in time when they’re ill-prepared for, and unresponsive to, critical feedback. The antidote is to respond with: “The purpose of this meeting is to go over the terms of your separation. I’m happy to set up another time to review the reasons, and I’ll make sure to come well-prepared for that conversation, but for now, we’re here just to discuss the terms of your separation.”

**Preparation**
Carefully prepare for the termination; have your documents and answers to all likely questions ready. Try not to create a situation where you must terminate an employee across two meetings because you arrived poorly prepared and forgot, for example, the separation letter or details on health care coverage. Do your best to finish the termination in one sitting.

In most jurisdictions, employees are legally entitled to compensation for any unused vacation time. You’ll want to have that amount calculated, along with a check for the amount your employee has earned, when you walk into the meeting. Your employee may also have vested stock. Be prepared to explain this to them and, depending upon the terms, to walk them through what happens post-separation (i.e. is the stock repurchased, can they sell the stock, etc.). If your employee will be required to execute any agreements, have those prepared for them to take with them and review before signing.

COBRA is a federal program that allows employees to extend health coverage beyond their employment. As laws change, you’ll want to make sure you are current, but generally speaking under COBRA employees have a window to decide whether to elect to continue their health coverage at a price set by the company (not to exceed the company’s actual expense). This election involves federal paperwork which you’ll need to explain and, when possible, prepared for the employee beforehand.

Depending upon your company policy, the employee may be entitled to severance. Unlike vacation pay, you may elect not to distribute their severance pay until after a release is signed. Notwithstanding this, you’ll need to be prepared to discuss the terms of the severance.

You may choose to provide your employees with compensation and benefits beyond what they are entitled to in return for transition services, a non-compete or non-solicitation agreement, special personal situations, or most commonly, in return for a full release of any claims of wrongful termination. Since you cannot create an enforceable agreement by providing the employee something to which they are otherwise already entitled (e.g. vacation pay), you must offer them something beyond what is legally required. The bargain is simple: “We provide XYZ to you which we are not required to do, and in return, you agree that this severance is fair.”

A peaceful departure, combined with a legally binding release, can be valuable to your company. The risk of litigation can easily cost $50,000 in the simplest cases, and much more with complex cases or individuals in a protected class. Furthermore, in many jurisdictions, the labor

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2 In most cases, it is desirable to have the employee take any documents home with them and be provided the time to carefully review what is being asked of them. Courts have viewed contracts signed during a termination to be unenforceable as they were signed under duress or in the face of coercion.
board and courts often rule in favor of the employee out of a historical bias and the process in which labor boards are typically staffed. Regardless of what your attorney may tell you, employment litigation is expensive and puts considerable stress on your work-life and productivity, and your chances of success are lower than they will tell you. The best protection against legal action is to offer the incentive to cooperate in return for any earned compensation.

Consider paying the compensation over the period during which you expect your employee to help you with the transition. For example, five weeks of severance compensation, may be paid over ten weeks in order to extend the period during which they have an incentive to cooperate. Generally, the longer the period of the payout, the greater the benefit for the company.

**Release and Termination Agreement**

If you are providing compensation in return for a release of claims, you’ll want to prepare that agreement in advance and have it available during the meeting. In the Appendix at the end of this chapter, we provide two templates for a separation agreement. While you will want to consult an attorney for your first few terminations, many experienced CEOs have their organization handle the paperwork internally, as they don’t find any additional value in reviewing standardized agreements before beach termination.

In order to increase the likelihood of legal enforceability, use clear and simple language so there is little chance that the employee misunderstands the agreement or later claims to have misunderstood the contract. It’s best to use common language in the agreement instead of “legalese” which can be intimidating to the employee, hard to understand and signal an adversarial relationship. This makes it more likely a court or governing body will enforce the agreement. Exhibit A offers just such an example, while Exhibit B is a more contractual agreement.

Encourage the employee to get outside legal advice and consider using all caps and underlining these sections. Use clear and specific language to communicate that by signing the agreement, the employee loses the chance to later sue the company. Again, this also increases the enforceability of the agreement.

Make sure not to create a situation where the employee feels pressured to make a quick decision. Giving them their options, and then requiring them to make a decision and sign the

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3 Terminating employees often involves legal exposure and you should consult with your Board or legal advisor. The attachments in this chapter provided are guidelines for a termination agreement, not legal advice or a substitute for speaking with an attorney.
agreement in the same meeting is not only unfair to the person but decreases the enforceability of the release. Instead, provide a few days for your employees to think things over; after they sign the agreement, give them a few more days to change their minds. Don’t begin payment until the employee has signed the agreement.

To make sure the employee does not claim to have changed their mind, have them provide you a letter after the window you provided them to change their mind has expired. The letter should state that they did not revoke their agreement (see the last page of Exhibit A). Finally, avoid negotiating or asking the terminated employee to “make you an offer.” Don’t bargain for severance to save a modest amount of money. Arrive at the meeting well-prepared, with a fair offer that a reasonable person would likely accept and present it as fair and non-negotiable.

In some cases, you’ll request that the employee help with a transition. This is often accompanied by severance; often, the amount you pay is a fraction of the benefit you get from a smooth transition, so this is usually in everyone’s best interest. If you choose to do this, be as specific as possible about your expectations, and consider allowing your employee a flexible schedule (e.g. working outside the office).

Implementation
Experienced CEOs have different opinions on the “best day of the week” for a termination, but generally, the outcome won’t change regardless of the day of the week you have your meeting. Simply consider what’s best for the employee—would having the weekend to process be helpful, or leave them unsettled?

As far as the setting, you’ll need privacy. A windowless office or conference room is best to avoid the chance that other employees see what’s happening. Some companies have terminated employees escorted out of the building by security. In most cases, this is not necessary, is humiliating to the employee, and degrades your brand. Have a bottle of water and tissues available, but not in an obvious place.

As for the time of day, most prefer the end of the day, since most other employees will have left the building. For a terminated employee, the walk out of the building is painful; the fewer people they must see or speak with, the better. For this reason, some managers terminate their employees off-site; if you choose to do so, be mindful that the employee may have personal possessions at the office which they’ll need to retrieve (e.g. car keys, handbag, etc.), and this can create additional logistics and awkwardness that offsets the perceived advantage.
Most experienced managers do not outsource terminations to another party (e.g. outplacement firm, human relations department, or attorney) as it runs the risk of degrading your brand and leaves the employee feeling expendable. Whether you have another person present or not is situational, but generally, if you are terminating an employee that reports to someone else, it is appropriate to have that manager present. Some believe having another person in the room provides better safety in the event of litigation, but assuming you plan to have your employee sign a legal release, you may prefer a more compassionate approach and be the only one present in the meeting.

Access to and retention of confidential company property is non-trivial. Be alert to passwords, the future use of laptops, and recover all hard-copy property of the company. You can also cover this in the termination agreement.

Some of their co-workers may need to be alerted of the termination in advance (e.g. payroll, senior managers). The imminent departure of a co-worker is likely to be fodder for gossip and often upsetting no matter how clear the decision. That means time is your enemy. You might be tempted to lighten your burden by telling others in advance, but we recommend telling as few people as possible, as late as possible.

The meeting itself should be brief (five to ten minutes) and focused on the terms of separation. Once seated, make sure you begin the meeting with the news of their separation. Here is a potential script:

**CEO:** Wendy, this is going to be difficult, but I’m going to have to let you go. This is not a good fit for you, and what I’d like to do now is talk about the terms of your separation.

**Wendy:** I don’t understand why. What have I done wrong?

**CEO:** If you want, sometime next week we can go into the details, but the purpose of this meeting is to review the terms of your separation.

**Wendy:** I don’t get it. Can’t I know why?

**CEO:** Yes, you can. But let’s have that conversation in a separate meeting. I’ll make sure to be prepared for all your questions. But this is to discuss the terms of your separation.

**Wendy:** I think I deserve to know why.

**CEO:** You do. But this meeting is to discuss the terms of your separation.
[while the repetition may seem cold, the alternative is to enter into a painful conversation about Wendy’s weaknesses]

Wendy: David this is not fair! I’ve been with this company for over six years, I’ve given it my heart and soul and worked as hard as anyone. You’re being totally unfair!

CEO: I understand this is a hard situation. I’m going to suggest we make today your last day. You are entitled to your accrued vacation, which amounts to 13 days, along with your regular pay through the end of today, and I have that in your check here. Your health benefits are covered under COBRA, and I have the paperwork here...

At this point, Wendy’s been handed terrible news, and likely her mind is flooded with emotions including anger, embarrassment, resentment, and sadness. She’s also worried about what to say to her spouse and whether they need to cancel their vacation. She’s in no mental state to digest performance feedback. It might appear cold to be “all business,” but being firm is the kindest approach. Recognize that part of Wendy’s healing might be to initially feel mistreated—that’s another reason not to justify your decision. You still have a job, and you also have all the power. If, on Wendy’s road to rehabilitation, she needs to drive home angry at you, that’s a role you’ll need to accept.

Communication to Employees

You’ll want to limit your comments to other employees. There will be exceptions—such as if someone has stolen company property (in which case you may want to make a clear example out of him), or if the termination of a senior executive has material implications to the company (in which case you may need to give more background). But in most cases when you communicate with your employees, be brief and be clear that the details of someone’s departure are a private matter. Consider the following script:

As you know by now, Julie is no longer with the company. The specific reasons are a private matter between Julie and me. Out of respect for her, I’d ask that we not make her departure a source of rumor or gossip. That’s not showing her respect and not how we do things here. However, there are several issues that are specific to your work going forward, and I’d like to address those now...
The likely questions on your employees’ minds, which you’ll need to address, include:

- Whom do I report to?
- Do you plan to replace Julie, and by when?
- Will you be considering internal candidates?
- How are we going to cover Julie’s work?

Don’t wait for them to ask these questions. Your employees may not be comfortable asking them in a group setting, but they’re probably thinking of them. Not addressing their questions and concerns simply leaves your employees feeling uncertain and reaching for their conclusions. In most cases, responding to these four questions takes care of most of the issues you’ll face. Many times, other employees suspect a termination is imminent and are relieved that the inevitable has happened and that everyone can move forward. The issues you’ve seen with the employee’s performance are probably even more pronounced with the employee’s subordinates; if you’ve made a good decision, the subordinates will be grateful.

**Common Things that Can Go Wrong**

- **Emotional Breakdown.** In such cases, it’s best to resist offering physical comfort such as a hug or a hand on a shoulder, as you are the source of your employee’s pain. In some cases, your good intention could be misinterpreted or misrepresented in a wrongful termination dispute. Show compassion by offering tissues and water. Give them time to compose themselves, and if necessary, offer to leave the room for a few minutes.

- **Arguing / Aggression.** The terminated employee may argue their case or become belligerent. Do not engage in a back and forth discussion as it will escalate the situation. People process pain differently; anger is an easy emotion to access and so many people turn to anger when the true emotion may be sadness or embarrassment. Let the employee finish their thought and return the conversation to the terms of their separation. If you stay calm and unflustered, usually, your employee will see that anger accomplishes nothing and the emotional temperature will drop.

- **Making a Scene.** The employee may make a scene after leaving the termination meeting, perhaps expressing powerful negative feelings about you or the company. If this happens, gracefully accelerate their exit from the building. Avoid an escalation even if it means the
scene continues for a few more minutes. Afterward, you’ll want to address the issue with your team:

_That was difficult for all of us, especially Wendy. I’m sorry you had to experience that. But it’s now behind us, and the quicker we can move on and get back to work, the better for us and for Wendy, who may come to find the last few minutes embarrassing. Let’s not contribute to that by making it a source of conversation. Now, the circumstances of her departure are of course between the two of us. Nonetheless, there are, however, several issues specific to your work that I’d like to address…_

**How to Manage References**
You may be asked, or want to volunteer yourself, as a future job reference. Don’t agree to this out of guilt; accept if you think it’s reasonable to do so. There will be many cases where a terminated employee is suitable for another job, just not the position they’re currently in. In these cases, consider telling your employee:

_For the right position, I would be happy to help with a reference. What I’m going to suggest is that, if you are considering using me as a reference, contact me first, and based on the job description, I’ll tell you what I’d be comfortable saying on a reference call. If that works for you, then I’d like to help you find a good fit with another employer._

**Training Your Team to Terminate**
You’ll want your entire organization to follow the same termination principles. After working with the affected team to prepare, spend time role-playing the termination, with different team members playing different employees being terminated. This way, your team will learn more from the termination.

Ideally, you will lead the first termination for your manager, modeling best practices. The next time you would accompany your manager, observing and inspecting their preparation, and sitting in on the actual termination.
Assuming they follow the procedures, going forward they can terminate employees without your direct involvement.
EXHIBIT A
TERMINATION LETTER

[Date]

Mrs. Julie Jacobs
11825 Saint Sebastian Blvd
Tulsa, Oklahoma

Dear Julie:

This letter will confirm arrangements for a special payment package being offered to you as a result of your termination with ________ ("Company") effective [Date]. For the purpose of this agreement, the Company includes its officers, directors, shareholders, and affiliated organizations.

In consideration of your agreement to and compliance with the terms contained in this letter and all exhibits, Company will provide you with the compensation described below. The compensation described will be paid to you provided you acknowledge your agreement with the terms outlined in this letter and otherwise comply with the obligations listed below and attached in Exhibit A.

1. You will receive a payment equal to ___ weeks at your current salary level, paid out over a _____ week period through the regular payroll. All payments under this paragraph will be subject to normal and customary deductions and withholdings.

2. You further agree that, unless under legal compulsion, you will not in any way or at any other time intentionally do or say to any party anything that would be derogatory in nature about the Company, its business, or reputation.

3. For a period of ___ weeks, we will make available to you reasonable administrative support to assist you in securing employment elsewhere.

4. You understand that failure on your part to comply with all of the terms of this agreement (including paragraph 2) may result in the termination of this agreement (including paragraphs 1 and 3).
5. You understand that the terms of this agreement and the attached release are contingent upon the execution of Exhibit A and that you do not revoke such execution of Exhibit A (although you have certain rights to do so).

6. In consideration of the above (including but not limited to paragraphs 1 and 3), the receipt of which you acknowledge, you release and discharge the Company from any and all claims arising from your employment (including claims to compensation, bonus, or equity rights but excluding vested retirement benefits such as 401K), and claims of discrimination and wrongful discharge.

8. You have been given this agreement on [Date]. You acknowledge that you have been given at least 21 days to consider this agreement. During this period, you may seek advice from a lawyer. For this agreement to be effective, you must sign it in the presence of a witness and return the agreement to ________________.

You have seven days after you return the signed agreement to cancel it. This agreement will not become effective and enforceable until after this seven-day period expires. If you choose to cancel this agreement, you must send written notice to Company attention: ________________ and state, “I hereby revoke my acceptance of our letter agreement and attached release.” If you do not wish to revoke this agreement, 7 days after your execution of this agreement please sign the attached form and send it to ________________.

YOU UNDERSTAND THAT BY ACCEPTING THE TERMS OF THIS AGREEMENT, AND BY SIGNING THIS LETTER, YOU ARE RELINQUISHING ANY RIGHT TO SUIT COMPANY OR ITS DIRECTORS, OFFICERS, AND EMPLOYEES, ON THE BASIS OF SUCH CLAIM OR HAVE ANY ACTION FILED ON YOUR BEHALF AGAINST LI.

You acknowledge that this release is made by you voluntarily and you acknowledge that you have been given the opportunity to review your options and encouraged consult with advisors of your choosing, including an attorney, prior to signing this letter of release.

You also acknowledge that you have had an opportunity to make changes or modifications to this agreement and have declined to do so. Agreed to and acknowledged:
Employee Name (printed)         Date

Employee Signature             Supervisor Signature

This release is signed in conjunction with the letter agreement dated [Date] to which this release is attached. You understand that in order for you to receive the compensation package described in the letter agreement, you must agree to the following general release:

In exchange for the consideration listed in the letter agreement, you agree to release and discharge Company (as previously defined) from all legal claims which you ever had, or now have, as of the date of your signing this release. You promise not to sue Company or to start any legal proceedings against Company arising out of your employment by Company, ending of your employment by Company, and the actions described in this letter. This includes but is not limited to, for example, any legal claims based on any of the following laws:

Title VII of the Civil Rights Act;
The Employee Retirement Income Security Act;
The Immigration Reform and Control Act;
The Americans with Disabilities Act;
The Consolidated Omnibus Budget Reconciliation Act of 1985;
The Age Discrimination in Employment Act;
The Older Workers Benefit Protection Act;
The Occupational Safety and Health Act;
The National Labor Relations Act;
The Fair Labor Standards Act;
The Civil Rights Act of 1866;
The Civil Rights Act of 1991;
Title 42 U.S.C. Section 1981 through 1988, inclusive;
The Rehabilitation Act
The Equal Pay Act
I have read this release as well as the letter that it is attached to and agree with the terms described:

Employee Name (printed)  Date

Employee Signature

Witness Name (printed)  Date

Witness Signature
Family and Medical Leave Act
The Worker Adjustment and Retraining Notification Act;
The Immigration Control and Reform Act

[STATE LAWS]
Any other Federal, State or local civil rights or anti-discrimination law;
Defamation, wrongful discharge, negligent infliction of emotional distress,
intentional
infliction of emotional distress, and misrepresentation;
Any local, state or federal law, regulation or ordinance and or public policy, contract
or tort law.

By signing this agreement, you also waive any right or interest you may now have or have had in reinstatement.

You acknowledge that this agreement is made by you voluntarily and you acknowledge that
you have been given the opportunity to review your options and consult with advisors of your
choosing, including an attorney, prior to signing this letter of release. You also acknowledge that
you have had an opportunity to make changes or modifications to this agreement and have declined
to do so.

If you do not sign this release, you will not receive any of the benefits or compensation outlined
in the letter agreement. If you choose to revoke this release after you have signed it, you will lose
all the benefits and compensation described above, and you will also have to pay back any benefits
or compensation that you have received under the letter agreement.

You further understand that if within nine days after entering into this agreement we do not
receive the letter stating that you have elected NOT to revoke this agreement, the benefits outlined
in this agreement will be suspended until such time as we receive the letter.
Mr. Roger Roberts
CEO, Fine Company, Inc.
438 21st Street
Tulsa, Oklahoma
HAND DELIVERED

Dear Mr. Roberts:

I have not revoked my acceptance of the compensation package outlined in the letter by Dieter Kopp, dated [Date] and signed by me on [Date].

Cordially,

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