

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

DATE: [Date]

PARTIES:

[Employee Name], (hereinafter "Employee")

[Company Name], (hereinafter "Employer")

1. RECITALS

WHEREAS, Employee was employed by Employer;

WHEREAS, Employee has asserted claims against Employer regarding a hostile work environment, which Employer denies;

WHEREAS, the parties participated in mediation on [Date] with [Mediator Name] and desire to settle all matters amicably to avoid the cost and uncertainty of litigation.

2. SETTLEMENT PAYMENT

In consideration for the release of claims, Employer agrees to pay Employee a total gross sum of \$[Amount]. This shall be paid as follows:

- \$[Amount] for alleged non-wage damages (1099-MISC).
- \$[Amount] for wages, less applicable withholdings (W-2).
- \$[Amount] for attorney fees, if applicable.

3. RELEASE OF CLAIMS

Employee hereby releases and forever discharges Employer from any and all claims, demands, or causes of action arising out of their employment, including but not limited to claims of harassment, discrimination, retaliation, or hostile work environment under local, state, or federal law.

4. CONFIDENTIALITY

The parties agree to keep the terms and amount of this settlement strictly confidential, except as required by law or for professional tax/legal advice.

5. NON-DISPARAGEMENT

Both parties agree not to make any negative or disparaging statements regarding the other party to any third parties.

6. NO ADMISSION OF LIABILITY

This agreement is a compromise of disputed claims and does not constitute an admission of liability or wrongdoing by the Employer.

7. GOVERNING LAW

This agreement shall be governed by the laws of the State of [State Name].

SIGNATURES:

[Employee Name]

Date: [Date]

[Employer Representative Name/Title]

Date: [Date]