

RELEASE

Definitions. I intend all words used in this Release to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:

- A. I, me and my include [CLAIMANT] and anyone who has or obtains any legal rights or claims through me.
- B. [RESPONDENT], as used herein, shall at all times mean RESPONDENT and any of its facilities, subsidiaries, successors and assigns, affiliated companies, and the present or former officers, and agents of any of them, whether in its individual or official capacities, and the current and former trustees or administrators of any pension or other benefit plan of RESPONDENT, in all of their official and individual capacities.
- C. My Claims mean all of the claims of any kind whatsoever I now have or ever had against RESPONDENT, regardless of whether I now know about those claims, in any way related to my relationship with ownership/membership in or employment or other relationship with or resignation from RESPONDENT, including, but not limited to claims for invasion of the Minnesota Human Rights Act, Title VII of the 1964 Civil Rights Act, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Workers Adjustment and Retraining Notification Act, as amended, the Occupational Safety and Health Act, as amended, the Sarbanes-Oxley Act of 2002, the Federal and Minnesota Fair Labor Standards Acts, the Equal Pay Act, the Americans With Disabilities Act, the National Labor Relations Whistleblower Act, Minnesota Workers Compensation statutes, or any other federal, state, or local laws, rules, regulations, ordinances or order, including, but not limited to, those civil rights laws based on protected class status; negligent hiring or retention, assault, battery, defamation, false imprisonment, intentional or negligent infliction of emotional distress; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; defamation; all other claims for unlawful employment practices, and all other common law or statutory claims. I understand that I am not releasing claims under the Age

Discrimination in Employment Act which arise after the date on which I sign this Release and the Agreement to which it is attached or any claims arising out of a breach of this Agreement or the Confidential Settlement Agreement to which this Release is attached.

Agreement to Release My Claims. I agree to give up all of My Claims and to ask to withdraw all of my charges or demands, if any, against RESPONDENT in exchange for the consideration received. I will not bring any lawsuits, file any additional charges, complaints, or notices, or make any other demands against RESPONDENT based on My Claims. The consideration I am receiving is a full and fair payment for the release of all My Claims. Neither RESPONDENT owes me anything in addition to what I will be receiving. I understand that nothing in this release is a waiver of my right to file a charge or complaint with administrative industries such as the EEOC, that I cannot be prohibited from filing as a matter of law. However, I do waive my right to recover any damages or to obtain other individual relief that might result from the filing of a charge with an administrative agency with regard to My Claims.

Additional Agreements and Understandings. Even though RESPONDENT is paying me to release My Claims, I understand and acknowledge that neither the RESPONDENT admit that they may be responsible or legally obligated to me. In fact, RESPONDENT expressly deny that they are responsible or legally obligated for My Claims or that they have engaged in any wrongdoing.

I understand that I may rescind (that is, cancel) this Release as to claims under the Minnesota Human Rights Act within fifteen (15) calendar days after signing the Release. To be effective, my rescission must be in writing and delivered to RESPONDENT in care of its legal counsel [LEGAL COUNSEL ADDRESS], either by hand or by mail within the applicable rescission period. If sent by mail, the rescission must be:

1. Postmarked within the fifteen (15) day period;
2. Properly addressed to the RESPONDENT'S counsel identified above; and
3. Sent by certified mail, return receipt requested.

I have read this Release carefully and understand all its terms. I have reviewed this Release with my own attorney. In agreeing to sign this Release, I have not relied on any statements or explanations made by RESPONDENT, or its attorneys.

I understand and agree that this Mediated Settlement Agreement and Release contain all the agreements between RESPONDENT and me. We have no other written or oral agreements.

Dated: _____

Subscribed and sworn to before me
this ____ day of.

Notary Public