

9/7/2021
SEP 16 2023

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release ("Agreement") is entered into between [REDACTED] and We Are Down Home ("Employer") (each a "Party" and, collectively, "Parties").

WHEREAS, [REDACTED] was employed with Employer from January 1, 2021 through the separation of her employment; and

WHEREAS, [REDACTED] and Employer wish to amicably resolve any disputes between them; and

WHEREAS, Employer wishes to ease [REDACTED] transition to her next endeavor.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, [REDACTED] and Employer agree as follows:

1. **Separation Date.** [REDACTED] employment with Employer ended effective August 12, 2021 (the "Separation Date"). Except as provided for in this Separation Agreement, after the separation date [REDACTED] is not entitled to any further compensation, bonuses, monies or other benefits from Employer including coverage under any benefit plans or programs sponsored by Employer.
2. **Monetary Terms of Settlement.** Employer shall pay to or cause to be paid to [REDACTED] or on her behalf:
 - a. A onetime payment in the amount of **\$0.000.00** will be paid by Employer through its payroll system to [REDACTED] subject to all standard payroll deductions and tax withholdings. The payment will be paid on the first Employer payroll date following the execution of this Separation Agreement and the expiration of the revocation period provided for in Section 4 of this Separation Agreement.
3. **General Release and Covenant Not to Sue.**
 - a. **General Release by Employee.** [REDACTED] for and on behalf of herself and each of her heirs, executors, administrators, personal representatives, successors and assigns, hereby acknowledges full and complete satisfaction of and **ABSOLUTELY AND IRREVOCABLY AND UNCONDITIONALLY FULLY AND FOREVER RELEASES, ACQUITS AND DISCHARGES** Employer together with its respective governing boards and bodies, and each of their respective past and present direct and indirect directors, members, officers, employees, attorneys, insurers, agents and representatives, and their respective heirs, executors, administrators, personal representatives, successors and assigns

(collectively, the "Releasees"), from any and all claims, demands, suits, causes of action, liabilities, obligations, judgments, orders, debts, liens, contracts, agreements, covenants and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, concealed or hidden, vested or contingent, in law or equity, existing by statute, common law, contract or otherwise ("Claims"), which have existed, may exist or do exist, through and including the execution and delivery by ████████ of this Agreement (but not including the Parties' performance under this Agreement), including, without limitation, any of the foregoing arising out of or in any way related to or based upon:

- i. ████████ application for and employment with Employer;
 - ii. ████████ separation from Employer and any related proceedings;
 - iii. Claims in tort or contract, including but not limited to claims alleging breach of an express or implied, or oral or written, contract, policy manual or employee handbook;
 - iv. Claims for wages, overtime pay and benefits;
 - v. Any alleged misrepresentation, defamation, interference with contract, intentional or negligent infliction of emotional distress, sexual harassment, negligence, whistle-blower protection, wrongful discharge, or retaliation; or
 - vi. Any federal, state or local law, statute, ordinance or regulation, including but not limited to all labor and employment discrimination laws, and including specifically but not limited to the North Carolina Equal Employment Practices Act, the North Carolina Persons with Disabilities Protection Act, the North Carolina Retaliatory Employment Discrimination Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act of 1987, as amended by the Older Workers Benefit Protection Act and otherwise (the "ADEA").
- b. Acknowledgment of Waiver; Disclaimer of Benefits. Nothing in this Agreement is intended to waive claims (i) for vested rights under ERISA-covered employee benefit plans as applicable on the date ████████ signs this Agreement, (ii) that may arise after ████████ signs this Agreement, or (iii) which cannot be released by private agreement. ████████ further agrees that she will not in the future maintain or prosecute any lawsuit, complaint, administrative charge, action or proceeding of any kind against Employer with respect to any act, omission or other matter occurring on or before the date of her execution of this agreement. Nothing in this Agreement prohibits or prevents ████████ from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency (e.g. EEOC, NLRB, SEC., etc.), nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, ████████ rights and abilities to contact, communicate

with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, [REDACTED] agrees that if such an administrative claim is made, [REDACTED] shall not be entitled to recover any individual monetary relief or other individual remedies. Employee further understands that the representations, and understandings set forth in this paragraph have been specifically relied upon by the Releasees and constitute consideration for Employer's execution of this agreement, and without which Releasees would not have entered into this agreement.

- c. Effect of Release and Waiver. [REDACTED] understands and intends that Section 2(a) constitutes a general release of all Claims except as otherwise provided in Section 2(b) above, and that no reference therein to a specific form of Claim, statute or type of relief is intended to limit the scope of such general release and waiver.
- d. Waiver of Unknown Claims. [REDACTED] expressly waives all rights afforded by any statute which limits the effect of a release with respect to unknown Claims and understands the significance of her release of unknown Claims and her waiver of statutory protection against a release of unknown Claims. [REDACTED] acknowledges that if she later discovers facts different from, or in addition to, those which she now knows or believes to be true concerning the subject matter of her employment with Employer and separation thereof, that nevertheless this Agreement shall be and remain effective in all respects. "Claims" shall be interpreted liberally to preclude any further disputes, litigation, or controversies between [REDACTED] and Employer or any of the Releasees based on events that occurred on or before the effective date of this Agreement.

4. [REDACTED] Representations and Covenants Regarding Actions.

- a. [REDACTED] represents and warrants that she understands the provisions of this agreement, including the release of any claims that she may have under the Older Workers' Benefits Protection Act of the Age Discrimination and Employment Act ("ADEA"). [REDACTED] expressly represents and warrants that she was advised in writing that she had at least twenty-one (21) days in which to consider this agreement. [REDACTED] also acknowledges that she has been advised in writing to consult with an attorney and that she has had an opportunity to consult an attorney prior to executing this agreement. [REDACTED] further understands that for a period of seven (7) days following the execution of this agreement upon written notice to Employer she may revoke this agreement, and the agreement will not become effective or enforceable until the time for revocation has expired. [REDACTED] acknowledges that she has voluntarily and knowingly signed this agreement in exchange for valuable consideration that she would not have otherwise received.
- b. [REDACTED] represents, warrants and covenants to each of the Releasees that at no time prior to or contemporaneous with her execution of this Agreement has she filed or caused or knowingly permitted the filing or maintenance, in any state, federal or foreign court, or before any local, state, federal or foreign administrative agency or

other tribunal, any Claim, which she may now have or has ever had against the Releasees which is based in whole or in part on any matter referred to above.

5. **Representations by [REDACTED]**

- a. [REDACTED] does by execution of the present document expressly acknowledge receipt and sufficiency of this consideration. [REDACTED] understands and agrees that she would not receive the monies and/or benefits specified in section 2 above, except for [REDACTED] execution of this Agreement and the fulfillment of the promises contained herein.
- b. [REDACTED] warrants and represents that, to the extent that the payments referenced above or any part or portion of the payments constitutes income for tax purposes, she will report such amount on her federal and state tax returns and on any other returns or reports which may be required by law. [REDACTED] further agrees to be solely responsible for all taxes, interest, penalties and other charges which may be owed to any and all governmental agencies as a result of the payments made to her pursuant to this Agreement, and further agrees to indemnify and hold harmless the Releasees from any costs, obligations, interest, expenses, penalties or fees incurred by the Releasees for her failure to do so.
- c. [REDACTED] affirms that [REDACTED] has been paid and/or has received all compensation, wages, bonuses, commissions, and/or benefits which are due and payable as of the date she signs this Agreement. [REDACTED] affirms that [REDACTED] has been granted any leave to which she was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws.
- d. [REDACTED] affirms that she has not divulged any proprietary or confidential information of Employer and will continue to maintain the confidentiality of such information consistent with Employer's policies and/or common law.
- e. [REDACTED] further affirms that she has not been retaliated against for reporting any allegations of corporate fraud.
- f. [REDACTED] represents that as an employee of Employer, she complied with all known laws, rules and regulations regarding wages, benefits, and conditions of employment of Employer employees. [REDACTED] represents that she did not engage in, and is not aware of, any unlawful conduct relating to the business of or employment practices of Employer, including regulations, rules and policies pertaining to Medicare, Medicaid, or any other federal health care program.

6. **No Admission of Liability.** The parties to this Agreement understand and agree that this Agreement represents the settlement of disputed claims, and is not intended to be nor shall it be construed as an admission of liability on the part of any party hereto.

7. **Mutual Non-Disparagement.** [REDACTED] agrees she shall not at any time make, publish, or communicate to any person or entity or in any public forum any defamatory, or maliciously false, or disparaging remarks, comments, or statements concerning Employer or its businesses, or any of its employees, officers, or directors and their existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. Employer's officers and directors will not make false or disparaging statement regarding [REDACTED] to any third party. Employer agrees to provide a neutral reference for [REDACTED] confirming name, dates of employment and job title.

8. **Confidentiality Agreement.** [REDACTED] agrees, in consideration of the aforesaid, that she will not disclose to anyone other than members of her immediate family, her attorney, or her financial advisor. who will agree to keep such matters confidential, any and all facts relating to the negotiations leading up to this Separation Agreement, the terms and contents of this Separation Agreement, the amounts to be paid under this Separation Agreement, and the circumstances leading thereto. Before any such disclosure is made, the family member, attorney or financial advisor to whom the disclosure will be made shall be advised of the confidentiality provisions in this Separation Agreement.

9. **Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement will be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application hereto of the laws of any jurisdiction other than the State of North Carolina. In furtherance of the foregoing, the laws of the State of North Carolina will control the interpretation and construction of this Agreement, even though under any other jurisdiction's choice of law or conflict of law analysis the substantive law of some other jurisdiction may ordinarily apply.

10. **Severability.** If any provision(s) or portion(s) of this Agreement are or become invalid, illegal, or unenforceable, such provision(s) or portion(s) shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

11. **Modification and Waiver.** This Agreement may be amended, changed, or modified only in writing executed by all of the Parties. No waiver of any provision of this Agreement will be valid unless set forth in writing and signed by the Party against whom such waiver is charged, and no waiver of a right or condition by a Party shall be construed to be a total waiver of any other right or condition set forth herein.

12. **Counterparts.** This Agreement may be executed in separate counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

13. **Return of Property.** By signing this Agreement, [REDACTED] confirms that she has returned, or will return with this executed Agreement, all property belonging to Employer including, but not limited to, keys, badge, laptop computer, mobile telephone and related peripherals, and any and all physical documents assigned to [REDACTED] during her employment with Employer.

14. **Complete Agreement.** This Agreement constitutes the full and complete understanding and agreement of the parties with respect to all subjects addressed herein and supersedes and replaces any and all prior negotiations and agreements, proposed or otherwise, whether written or oral. There are no other agreements other than those set forth herein, and no amendment, deletion, addition, modification, or waiver of any provision of this Agreement shall be binding or enforceable unless in writing and signed by all parties.

I, [REDACTED], ACKNOWLEDGE THAT: I HAVE CAREFULLY READ AND REVIEWED THIS AGREEMENT; HAD THE OPPORTUNITY TO DISCUSS ITS TERMS WITH MY ATTORNEY; UNDERSTAND, AND AM SATISFIED WITH THE TERMS AND CONTENTS OF THIS AGREEMENT; AND HAVE VOLUNTARILY SIGNED MY NAME TO THE SAME AS A FREE ACT AND DEED.

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

WE ARE DOWN HOME

By: _____
[REDACTED]

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____