

# SEPARATION AND RELEASE AGREEMENT

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This Separation and Release Agreement ("Agreement") is made and effective this Friday July 24<sup>th</sup>, 2015:

**BETWEEN:**                    **Paul Matheson** (the "Employee"), an individual with his main address at:  
  
   990 40<sup>th</sup> Street  
   Oakland, CA 94608

**AND:**                            **CMG, all terms within this document apply to clients/assignment at Swan Supply & Colorado Lighting, Inc.** (the "Company"), a corporation organized and existing under the laws of the Denver, Colorado with its head office located at:  
  
   12000 N. Washington Street Suite 350  
   Thornton, CO 80241

## RECITALS

Employee is a former employee of the Company and the Parties wish to resolve any claim by Employee against the Company and all other existing differences completely and amicably, without litigation. Employee acknowledges that the payment to him under this Agreement is being made for the sole purpose of avoiding the uncertainties, vexations and expense of litigation.

The Parties represent that they have been advised about the Agreement by their respective counsel, are competent to enter into it, fully understand its terms and consequences, and enter into it knowingly and voluntarily.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

### 1. NO ADMISSION

This Agreement is entered in connection with the compromise of disputed claims. Neither this Agreement nor any action or acts taken in connection with this Agreement or pursuant to it will constitute an admission by Company or any other person or entity of any violation of law, nor will it constitute or be construed as an admission of any wrongdoing whatsoever. In fact, Company, its officers, employees, agents and representatives specifically deny committing any unlawful act against Employee at any time.

### 2. PAYMENT

Within three (3) days after execution of this Agreement, and in consideration for the promises and covenants contained herein, Company will cause to be delivered to counsel for Employee a check in the amount of [AMOUNT]. Except for this payment, Employee acknowledges and agrees that he is entitled to receive no other payments, benefits, or compensation from Company. Employee represents that there are no outstanding advances or other sums due to Company from Employee.



### **3. TAX**

Appropriate tax deductions shall be made by the Company from the payment made under Section 2.

### **4. RELEASE**

Employee, on behalf of himself and his representatives, spouse, agents, heirs and assigns, releases and discharges Company and Company's former, current or future officers, employees, representatives, agents, fiduciaries, attorneys, directors, shareholders, insurers, predecessors, parents, affiliates, benefit plans, successors, heirs, and assigns from any and all claims, liabilities, causes of action, damages, losses, demands or obligations of every kind and nature, whether now known or unknown, suspected or unsuspected, which Employee ever had, now has, or hereafter can, shall or may have for, upon or by reason of any act, transaction, practice, conduct, matter, cause or thing of any kind whatsoever, relating to or based upon, in whole or in part, any act, transaction, practice or conduct prior to the date hereof, including but not limited to matters dealing with Employee's employment or termination of employment with the Company, or which relate in any way to injuries or damages suffered by Employee (knowingly or unknowingly). This release and discharge includes, but is not limited to, claims arising under federal, state and local statutory or common law, claims for breach of fiduciary duty, and the laws of contract and tort; and any claim for attorney's fees. Employee promises never to file a lawsuit or assist in or commence any action asserting any claims, losses, liabilities, demands, or obligations released hereunder.

### **5. NON-DISCLOSURE**

Employee and her counsel represent that they have not disclosed the terms of this Agreement to anyone other than Employee's spouse. Employee, her counsel and Employee's spouse agree to keep the terms of the Agreement, including the fact that a payment was made to Employee and the amount of such payment, strictly confidential and, unless required by court order or other law, will not disclose such information without the prior written permission of the Company to anyone except Employee's attorneys or tax advisors, if any, but only after informing those persons that they too must keep the information confidential. If asked about the status of the dispute between the Parties, Employee, his counsel and Employee's spouse may state only that "the matter has been resolved" or words to that effect, but will not otherwise disclose any information about this Agreement or its terms. Because a breach of this confidentiality paragraph would cause Company damages that are impracticable or too difficult to fix, in the event of such a breach, Employee shall be liable to Company for liquidated damages in the amount of \$ 15,000 for each breach, plus any attorneys' fees and costs owed pursuant to Section 18 herein and any equitable relief.

### **6. EMPLOYER PROPERTY AND TRADE SECRETS**

Employee will return to Company any and all of its property and documents which he or she may have in his or her possession, including, but not limited to, documents, equipment, tools, computers, customer lists, correspondence, handbooks, manual reports, plans, projects, drawings, marketing materials, software, tapes, phones, cars, keys, security devices, inventions, formulas, and proprietary information within 5 Days from the execution of this Agreement.

### **7. NO FUTURE EMPLOYMENT**

Employee promises not to seek employment or any other business relationship at any time in the future with Company or any of its parents or affiliates and forsakes any right to be employed or to have any other business relationship in the future with Company or any of its parents or affiliates.

## **8. NON SOLICITATION OF CLIENTS AND CUSTOMERS**

The Employee, on behalf of himself or herself, their agents and assigns, agrees that, for a period of 2 years following the execution of this Agreement, or so long as Company is in operation, whichever is less, he or she will not, for any reason whatsoever, directly or indirectly solicit the clients or customers of Company, without the written permission of Company. The Parties agree that any breach of this provision is a material breach of this Agreement.

## **9. NON SOLICITATION OF EMPLOYEES**

The Employee, on behalf of himself or herself, his or her agents and assigns, agrees that for a period of 2 years following the execution of this Agreement, or so long as Company is in operation and in good standing, whichever is less, he or she will not, directly or indirectly, recruit any of the employees of Company then employed by Company for the purpose of employment in any outside business. The Parties acknowledge that any breach of this provision is a material breach of this Agreement.

## **10. NO DISPARAGEMENT**

Employee agrees not to disparage Company or any of its officers, employees, agents or representatives and will not knowingly say or do anything that would have an adverse impact on Company.

## **11. NO ADMISSION OF WRONGDOING**

This agreement shall not in any way be construed as an admission by the released Parties of any acts of wrongdoing whatsoever against Employee or Employer.

## **12. MODIFICATION AND WAIVER**

Any modifications to this Agreement must be in writing and signed by duly authorized representatives of each of the Parties and must expressly state that it is the intention of each of the Parties hereto to amend the Agreement. No breach of any provision of this Agreement shall be deemed waived unless the waiver is in writing signed by a duly authorized representative of the waiving party. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

## **13. CONSTRUCTION**

This Agreement shall be construed and enforced in accordance with the laws of the Denver, Colorado. The language of this Agreement shall be construed as to its fair meaning and not for or against either party.

## **14. INTEGRATION**

This Agreement constitutes an integration of the entire understanding and agreement of the Parties with respect to the matters referred to in this Agreement. Any representation, warranty, promise or condition, whether written or oral, between the Parties with respect to the matters referred to in this Agreement which is not specifically incorporated in this Agreement shall not be binding upon any of the Parties hereto and the Parties acknowledge that they have not relied, in entering into this Agreement, upon any

representations, warranties, promises or conditions not specifically set forth in this Agreement. No prior or contemporaneous oral or written understanding, covenant, or agreement between the Parties, with respect to the matters referred to in this Agreement, shall survive the execution of this Agreement. Each party hereto assumes the risk of misrepresentation, concealment or mistake, and if any party should subsequently discover that any fact relied upon in entering into this Agreement was untrue, or that any fact was concealed from it, or that its understanding of the facts or law was incorrect, it shall not be entitled to set aside this Agreement by reason thereof. This Agreement may be modified only by a written agreement executed by both Parties hereto.

**15. BINDING AGREEMENT**

The Parties understand and expressly agree that this Agreement shall bind and benefit (as applicable) the heirs, employees, owners, officers, shareholders, directors, subsidiaries, spouses, affiliates, successors, predecessors, agents, witnesses, attorneys, representatives, and assigns of the Company and Employee.

**16. COUNTERPARTS**

This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding and effective as to all Parties.

**17. HEADINGS**

Headings in this Agreement are for convenience of reference only and are not a part of the substance hereof.

**18. SEVERABILITY**

If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect, except that, should paragraphs 4, 5 or 6 be held invalid, void or unenforceable, either jointly or separately, as a result of any action by Employee, Company shall be entitled to rescind the Agreement and/or recover from Employee any benefits provided to her under Section 2 above.

The Parties each hereby execute this Agreement as of July 24<sup>th</sup>, 2015.

COMPANY

Caitlin Scholl  
Caitlin Scholl (Jul 21, 2015)

Authorized Signature

Caitlin Scholl Administrative Assistant

Print Name and Title

EMPLOYEE

Paul Matheson  
Paul Matheson (Jul 20, 2015)

Authorized Signature

Paul Matheson lighting tech

Print Name and Title

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement ("Agreement") is made and entered into as of July 17, 2015.

**WITNESSES:** Paul Matheson (the "Employee") and Caitlin Scholl (the "Employer").

**WITNESSES:** The parties agree to this Agreement as a condition of the Employee's separation from the Employer and the Employer's obligation to pay the Employee the sum of \$100,000.00.

**TERMS:** The parties agree to this Agreement as a condition of the Employee's separation from the Employer and the Employer's obligation to pay the Employee the sum of \$100,000.00.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties.

**ASSIGNMENT:** This Agreement is not assignable by either party without the written consent of the other party.

**SEVERABILITY:** If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall remain in full force and effect.

**WITNESSES:** The parties agree to this Agreement as a condition of the Employee's separation from the Employer and the Employer's obligation to pay the Employee the sum of \$100,000.00.










# Separation and Release Agreement: Paul Matheson CO Lighting

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