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("Agreement") memorializes your separation of employment from the Government of the District of Columbia ("District"). If you timely sign and do not revoke this Agreement, you will receive all payments and benefits outlined in this Agreement upon the termination of your employment with the District.

1. Separation. Your last day of work with the District and your employment termination date will be March 7, 2018 ("Separation Date").
2. Accrued Amounts. The District will pay you all Accrued Amounts (as defined below), subject to payroll deductions and required withholdings. You are entitled to these payments regardless of whether or not you sign this Agreement. "Accrued Amounts" means any accrued but unpaid salary through the Separation Date paid in accordance with normal payroll practices, and accrued but unused annual leave through the Separation Date due in accordance with applicable policies. N j m

If you sign this Agreement, which contains a release of claims (see paragraph titled "Release of Claims"), return this Agreement to the Department of Human Resources by the deadline specified in this Agreement, do not revoke within the time specified in this Agreement, and comply with its terms, then as part of this Agreement, the District will provide you separation pay in the amount of six (6) months basic pay within 14 calendar days of the Separation Date or Effective Date (as defined below).

4. Tax matters

## Separation Agreement

withhold federal, state and local taxes

from any and all payments contemplated by this Agreement and make all tax reporting it determines it should make based on this Agreement.

- b. **Responsibilities for Taxes.** Other than the District's obligation and right to withhold federal, state and local taxes and to pay the employer portion of FICA, you will be responsible for any and all taxes, interest, and penalties that may be imposed with respect to the payments previously made or contemplated by this Agreement (including, but not limited to, those imposed under Internal Revenue Code Section 409A).
5. **Return of District Property.** Promptly and in no event later than by Friday, March 2, 2018, you agree to return to the District all hard copy and electronic documents (and all copies thereof) and other property belonging to the District of Columbia, its agents or affiliates that you have had in your possession at any time, including, but not limited to, files, notes, notebooks, correspondence, memoranda, agreements, drawings, records, operational plans, forecasts, financial information, specifications, computer-recorded information, tangible property (including, but not limited to, computers and computing devices, pagers, telephones, credit cards, entry cards, identification badges and keys), and any materials of any kind that contain or embody any proprietary or confidential information of the District of Columbia, its agencies or other affiliates (and all reproductions thereof in whole or in part).
6. **Confidential Information.** You acknowledge your continuing obligation after termination of employment to keep confidential any information obtained during your tenure with the District, which is of a confidential nature or its disclosure is otherwise prohibited or restricted by law.

**Separation Agreement**

attorneys' fees, or other claims arising under the District's Human Rights Act of 1977 (as amended), the District's Whistleblower Reinforcement Act of 1997 (as amended), and

any claims or complaints arising under the federal Civil Rights Act of 1964 (as

Age Discrimination in Employment Act of 1967 (as amended) ("ADEA"), the Family

and Medical Leave Act of 1993, and any similar District laws; provided, however, that nothing herein shall (i) release the District from any claims arising from or by reason of

**Separation Agreement**

District of Columbia. This Agreement will bind your heirs, personal representatives, and successors. This agreement is not subject to assignment. If any provision of this

[REDACTED]

determination will not affect any other provision of this Agreement and the provision in question will be modified by the court so as to be rendered enforceable.

10. **Applicable Law and Venue.** This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the District of

Columbia. Any action to enforce this Agreement shall be initiated <sup>2/26/19</sup> within 180 days of the Separation Date in the Superior Court of the District of Columbia.

11. **No Admission; Rules of Construction.**

a. This Agreement is not intended, and shall not be construed, as an admission that any Released Party has violated any federal, state or District law, ordinance or regulation, <sup>26 201</sup> ~~has committed, attempted or permitted any wrong whatsoever against you.~~

*Mayer's General Counsel*

[REDACTED]

Se Agree

for Antwan Wilson Date <sup>2</sup>

2/26/18  
Date

