



List of Severance Documents and Instructions

This document is intended to provide you with an overview of the materials included in this package along with the associated actions. If you have questions about any of the materials, you can contact the HR Help Line at 415-973-HELP (4357) option 6.

Document	Overview of Document	Action needed
Attachment A	Important information you should know	Informational
Severance Agreement and Release	The Agreement between you and PG&E in which severance would be paid	Sign and return on or before «Consideration_Period_End_Date» to receive severance payment
Self-Addressed Envelope	Envelope addressed to: PG&E – HR Workforce Transition 1850 Gateway Blvd., 7 th Floor Concord, CA 94520	Use to return Severance Agreement and Release
Request for Severance Check	Form should be returned with your Severance Agreement only if you want your severance check mailed to an address other than your address of record in SAP.	No action needed unless you want check sent to a different address
VSP Transition Handbook	This handbook provides detailed information about your severance and associated benefits	Informational
EDD Pamphlet	Important Information you should know	Informational
Severance FAQs	Frequently Asked Questions	Informational

SAMPLE



SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and Release ("Agreement") is made and entered into between «Title» «First_Name» «Last_Name» ("Employee") and the Pacific Gas and Electric Company (PG&E). This Agreement is entirely voluntary on the part of Employee. «Title» «Last_Name» ("Employee") and PG&E (collectively referred to as "the parties"), in their wish to compromise, resolve, settle, and terminate any dispute or claim between them with respect to «Title» «Last_Name»'s employment with PG&E and severance there from, have agreed as follows:

- 1. Consideration.** Effective close of business on «Severance_Date», «Title» «Last_Name» shall resign from PG&E employment persuade to PG&E's Voluntary Severance Plan ("VSP"). Provided that Employee has remained employed by [PG&E] through «Severance_Date», within Ten (10) business days after the Effective Date of this Severance Agreement and Release, as determined under paragraph 5, PG&E shall pay to Employee
 - 52 weeks' pay >Annual Salary<;
 - \$10,000 Transitional Pay;
 - \$50,000 credited to the Employee's Retiree Health Reimbursement Account

All payments are less applicable deductions. The parties agree that the payment made to «Title» «Last_Name» under this Severance Agreement and Release is in addition to, and does not affect, any payment and benefit to which «Title» «Last_Name» may be otherwise entitled under PG&E's compensation, performance incentive, stock option, and other benefit programs.

Employee understands and agrees that severance payments under this Severance Agreement and Release are only for employees who remain actively employed by PG&E through «Severance_Date», and that if Employee terminates employment for any reason before «Severance_Date», without PG&E's express written approval, he/she shall not be entitled to receive any severance payments under this Severance Agreement and Release. «Title» «Last_Name» shall be responsible for paying any taxes on the amount paid to «himher» pursuant to this Severance Agreement and Release.

- 2. No Pending Claims.** «Title» «Last_Name» represents that «heshe» does not have any pending claim, charge or action in or with any federal, state or local court or any administrative agency relating to «hisher» employment against PG&E, its officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies and successors. If «Title» «Last_Name» does have pending claims described in the preceding sentence, «Title» «Last_Name» agrees that such claims are covered by the release aspect of this Severance Agreement and Release and that «heshe» shall take all necessary action to seek dismissal with prejudice of each claim, within two business days after the effective date of this Severance Agreement and Release.
- 3. Release.** In consideration for the payment which PG&E shall provide «Title» «Last_Name» under this Severance Agreement and Release, «Title» «Last_Name» in behalf of «himselfherself», «hisher» heirs, estate, executors, administrators, successors, and assigns, releases and agrees to hold harmless PG&E, its past and present officers, attorneys, agents, employees, subsidiaries, parent company, assigns, affiliated companies, and

successors, from all actions, causes of action, claims, disputes, judgments, obligations, damages, liabilities of whatsoever kind and character, relating to «Title» «Last_Name»'s employment with PG&E, including «hisher» employment severance and any action which led to the severance. Specifically, «Title» «Last_Name» understands and agrees that the actions, causes of action, claims, disputes, judgments, obligations, damages, and liabilities covered by the preceding sentence include, but are not limited to, those arising under any federal, state, or local law, regulation, or order relating to civil rights (including but not limited to employment discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, physical or mental handicap or disability, medical condition, veteran status, marital status, pregnancy, and sexual orientation), wage and hour, labor, contract, or tort. However, this General Release is not intended to bar any claims that, by statute, may not be waived, such as claims for workers' compensation benefits, unemployment insurance benefits, and any challenge to the validity of Employee's release of claims under the Age Discrimination in Employment Act of 1967, as amended, as set forth in this Severance Agreement and Release.

4. **General Release of Claims.** «Title» «Last_Name» understands and agrees that the Severance Agreement and Release extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Such section reads as follows:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known to him or her must have materially affected his settlement with the debtor or released party.

5. **Time for Consideration.**

- a) «Title» «Last_Name» shall have forty five «Consideration_Period» calendar days from «Notification_Date» to consider and sign this Severance Agreement and Release. To be valid, this agreement must be signed and submitted to Human Resources between «Severance_Date» and >Consideration Period End Date<, within the 45-day period, but this Agreement may not be signed before «Severance_Date», Employee's last day of employment. If Employee signs this Agreement before «Severance_Date», it will be null and void, and PG&E will ask employee to re-sign a copy of this Agreement on or after «Severance_Date».
- b) If «Title» «Last_Name» signs this Severance Agreement and Release, «Title» «Last_Name» has seven (7) calendar days to revoke the agreement. To revoke, «Title» «Last_Name» must deliver to HumanResources@pge.com written notification of Employee' intent to revoke, by the end of the seventh (7th)day. If Employee does not revoke acceptance within the seven (7) day period, this Severance Agreement and Release shall take effect and shall become binding and enforceable on the eighth day ("Effective Date").

6. **Older Workers Benefit Protection Act.** If you are age 40 or over, please understand that this Severance Agreement and Release is intended to satisfy the following specific requirements of the Older Workers' Benefit Protection Act and the waiver of claims under the Age Discrimination in Employment Act of 1967, as amended ("ADEA").

- «Title» «Last_Name» understands and specifically intends that this Severance Agreement and Release applies to all claims arising under the ADEA.

- «Title» «Last_Name» understands that this Severance Agreement and Release does not waive or release any rights or claims that «Title» «Last_Name» may have under the ADEA that arise after the effective date of this Severance Agreement and Release. In addition, this Agreement does not prohibit «Title» «Last_Name» from challenging the validity of this Severance Agreement and Release's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended.

- 7. Consultation with Counsel.** «Title» «Last_Name» states that «heshe» has read this Severance Agreement and Release in its entirety, that «heshe» has been given the necessary time to consider its contents, that «heshe» fully understands its terms, that «heshe» has the right to, and is hereby advised that «heshe» should, consult legal counsel of «hisher» choosing, that the only promises made to «himher» to sign are those stated herein, and that «heshe» is signing this Severance Agreement and Release voluntarily.
- 8. Return of PG&E Materials.** «Title» «Last_Name» represents and agrees that prior to signing this Severance Agreement and Release, «heshe» returned to PG&E all originals and copies of all files, memoranda, records, software, credit cards, identification cards, keys, and any other property of PG&E or its affiliates which «heshe» had in his or her possession, custody or control. «Title» «Last_Name» further agrees that «hisher» violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.
- 9. Confidentiality.**
- a) «Title» «Last_Name» agrees not to use, disclose, publicize, or circulate any secret, confidential or proprietary information concerning PG&E, its subsidiaries, parent company, or affiliates, which has come to «hisher» attention during «hisher» employment with PG&E, unless «hisher» doing so is consistent with any rights «heshe» may have under any applicable whistleblower laws or is required by law, including subpoena.
 - b) Nothing in this Agreement prohibits «Title» «Last_Name» from reporting possible violations of federal law or regulation to any governmental agency or regulatory authority, including but not limited to the U.S. Securities and Exchange Commission, the Equal Employment Opportunity Commission, the Occupational Safety and Health Administration, or the National Labor Relations Board, or from making other disclosures that are protected under the whistleblower provisions of federal or state law or regulation.
 - c) Notwithstanding your confidentiality and non-disclosure obligations in this Agreement and otherwise, you understand that as provided by the Federal Defend Trade Secrets Act, you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigations a suspected violation of law. Nothing in this Agreement, including sections 9 and 10, precludes Employee from exercising Employees' rights, if any, under Section 7 of the National Labor Relations Act to engage in protected, concerted activity with other employees.
 - d) Nothing in this Agreement shall be construed to: prevent Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful; or waive Employee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of PG&E, or on the part of the agents or employees of PG&E, when Employee has been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

10. **Disparagement.** «Title» «Last_Name» agrees not to make, issue, endorse, publicize, or circulate to any person or entity statements or remarks that can reasonably be construed as disparaging toward PG&E, including its officers, directors, attorneys, agents, employees, assigns, parent company, subsidiaries, affiliated companies and successors, or any aspect of its operations. «Title» «Last_Name» also agrees that, if called upon to do so, «heshe» will cooperate with, and provide reasonable assistance to, PG&E to protect and further its lawful interests in all judicial, administrative, investigative, and legislative proceedings involving PG&E or any aspect of its operations. The parties agree that this paragraph does not affect «Title» «Last_Name»'s legitimate exercise of «his/her» rights under applicable whistleblower laws or «his/her» obligation to comply with all validly issued court or administrative orders, including subpoenas. «Title» «Last_Name» further agrees that «his/her» violation of this paragraph shall constitute a material breach of this Severance Agreement and Release.
11. **Subpoenas and Court Orders.** PG&E acknowledges that «Title» «Last_Name» may be legally required to appear and testify at a deposition, court hearing or trial, or otherwise respond to a subpoena relating to the subject matter of, or any claim covered by, this Severance Agreement and Release. In the event of any such subpoena, court order, or request, «Title» «Last_Name» shall notify PG&E's Human Resources Department as soon as possible.
12. **Arbitration.** Any dispute regarding any aspect of this Severance Agreement and Release, including its validity, interpretation, or any action which would constitute a violation of this Severance Agreement and Release (hereinafter referred to as an "arbitrable dispute") shall be resolved by an experienced arbitrator, selected by the parties in accordance with the rules of the American Arbitration Association. The parties agree that arbitration shall be the exclusive remedy for resolving arbitrable disputes and that the decision of the arbitrator shall be final and binding. The judgment rendered by the arbitrator may be entered in any court having competent jurisdiction.
13. **Misconduct Prior to Termination.** «Title» «Last_Name» understands that if «heshe» engages, or has engaged, in misconduct that would warrant «his/her» termination of employment under PG&E's employee conduct standards, «heshe» shall forfeit «his/her» right to sign this Severance Agreement and Release.
14. **No Admission of Liability.** This Severance Agreement and Release shall not be considered an admission of liability or a violation of any applicable contract, law, rule, regulation, guideline, or order of any kind.
15. **Forfeiture of Severance Benefits/Eligibility for Rehire.** If «Title» «Last_Name» accepts an employment offer from PG&E (including Hiring Hall), PG&E Corporation, or an affiliate of PG&E after signing this Severance Agreement and Release but before the expiration of the seven-day revocation period, this Severance Agreement and Release shall become null and void, and PG&E shall not be required to provide any payment or benefit under this Severance Agreement and Release. «Title» «Last_Name» agrees that, if «heshe» accepts said offer of employment from PG&E (including Hiring Hall), PG&E Corporation, or an affiliate of PG&E after the effective date of this Severance Agreement and Release, «heshe» shall repay PG&E an amount computed in accordance with the "Payback of Severance Benefits" provisions of the PG&E Voluntary Separation Plan Handbook and incorporated by reference herein prior to the first day of employment.
16. **Older Workers Benefit Protection Act.** «Title» «Last_Name» acknowledges that, as required by the Older worker Benefit Protection Act, PG&E has given «Title» «Last_Name» the following information:
- (i) The class, unit or group of individuals covered by the group termination program; the eligibility factors for the program; applicable time limits; and

- (ii) The job titles and ages of all individuals eligible or selected for the program as well as those in the same job classification or organizational unit who were not eligible or selected for the program (Attachment A).

17. Entire Agreement. This Severance Agreement and Release sets forth the entire agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter of this Severance Agreement and Release. The parties agree that this Severance Agreement and Release may not be modified or canceled in any manner except by a writing signed by «Title» «Last_Name» and an authorized PG&E official. If any provision of this release is found to be invalid or unenforceable, all other provisions will remain fully valid and enforceable.

PLEASE READ CAREFULLY. THIS SEVERANCE AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

PACIFIC GAS AND ELECTRIC COMPANY

«FIRST_NAME» «LAST_NAME»

«Employee_Number»

PERSONNEL NUMBER

DATE

DATE

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REQUEST FOR SEVERANCE CHECK/ACCOUNTING
 (SUPPORT, PROFESSIONAL & LEADERSHIP SEVERANCE PAY CALCULATION)

NAME: «FIRST_NAME» «LAST_NAME»

DATE OF SEVERANCE:
 «SEVERANCE_DATE»

PERSONNEL NUMBER: «EMPLOYEE_NUMBER»

SEVERANCE CALCULATIONS

A. Severance Pay	=	<u>«Severance»</u>
<i>Three weeks of pay per year of service (12 week minimum, 52 week maximum)</i>		
B. Transitional Pay	=	<u>«Transitional Bonus»</u>
SEVERANCE AMOUNT TOTAL	=	<u>«LUMP SUM»</u>

MAIL CHECK TO:

NOTE: CHECKS WILL BE SENT VIA U.S. MAIL TO THE EMPLOYEE'S HOME ADDRESS ON FILE UNLESS OTHERWISE SPECIFIED ABOVE AND THIS FORM IS RETURNED WITH YOUR SIGNED SEVERANCE AGREEMENT AND RELEASE.

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