



Office of Mayor Muriel Bowser  
1350 Pennsylvania Avenue, NW 3rd Floor | Washington, DC 20002

February 26, 2018

Antwan Wilson

### SEPARATION AGREEMENT

This Separation Agreement (“**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 District policies. In addition, you will be paid for reimbursable expenses for which you submit receipts before the end of this week, March 2, 2018.
3. **Separation Payment.** 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.**

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- a. **Withholding.** The District will withhold required 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.
7. **Release of Claims.** In consideration for, and as a condition of the payments and benefits provided to you pursuant to this Agreement, you hereby generally and completely release the District and its departments, agencies, directors, officers, employees, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns (collectively "**Released Party**") from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date you sign this Agreement and which arise out of or are in any way related to your employment, or termination of such employment, with the District, including but not limited to: (1) all claims related to your compensation or benefits from the District, including wages, salary, incentives, universal leave payouts, expense reimbursements (to the extent permitted by applicable law), severance pay, fringe benefits, or any other property interests claimed against the District; (2) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (3) all tort claims, including without limitation claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (4) all federal, state, and District claims, including without limitation claims for discrimination, harassment, retaliation,



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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 amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal 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 any breach by the District of this Agreement; or (ii) affect your rights, if any, to indemnification by the District. If, notwithstanding the above, you are awarded any money or other relief under such a claim, you hereby assign the money or other relief to the Government of the District of Columbia. Your waiver and release specified in this paragraph do not apply to any rights or claims that may arise after the date you sign this Agreement.

This Agreement includes a release of claims of discrimination or retaliation on the basis of workers' compensation status, but does not bar workers' compensation claims. Excluded from this Agreement are any claims which by law cannot be waived in a private agreement between the District and its employees. You have the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission ("**EEOC**"), however, you waive any right to any monetary recovery or other relief should the EEOC or any other agency pursue a claim on your behalf.

8. **ADEA Waiver.** You agree that you are voluntarily executing this Agreement and release. You acknowledge that you are knowingly and voluntarily waiving and releasing any rights you may have under the ADEA and that the consideration given for the waiver and release is in addition to anything of value to which you were already entitled. You further acknowledge that you have been advised by this writing, as required by the ADEA, that: (a) your waiver and release specified in this paragraph do not apply to any rights or claims that may arise after the date you sign this Agreement; (b) you have been advised to consult with an attorney prior to signing this Agreement; (c) you have twenty-one (21) days from the date that you receive this Agreement to consider this Agreement (although you may choose to sign it any time); (d) you have seven (7) days after you sign this Agreement to revoke it ("**Revocation Period**"), provided that if the last day of the Revocation Period falls on a Saturday, Sunday or holiday, the last day of the Revocation Period will be deemed to be the next business day; and (e) this Agreement will not be effective until you have returned it to the Department of Human Resources and the Revocation Period has expired (the "**Effective Date**").
9. **Miscellaneous.** This Agreement constitutes the complete, final and exclusive embodiment of the entire agreement between you and the District with regard to this subject matter. It is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the



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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 Agreement is determined to be invalid or unenforceable, in whole or in part, this 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 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, breached any contract or committed any wrong whatsoever against you.
- b. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties that the entity interpreting or construing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

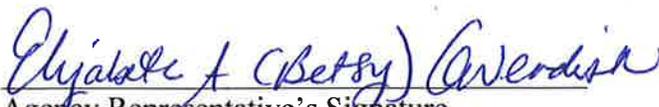
**12. Counterparts.** This Agreement may be signed in textually identical counterparts, each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of copies of an executed document shall be deemed a valid delivery of an executed Agreement.

If this Agreement is acceptable to you, please sign below.

cc: Official Personnel Folder

  
Employee's Signature

2/26/18  
Date

  
Agency Representative's Signature

Feb. 26, 2018  
Date





Separation Agreement

  
Donald Temple, Esq., Counsel for Antwan Wilson

2/26/18  
Date

Witnessed By:

  
Signature

2/26/18  
Date



