

CONFIDENTIAL SEVERANCE AND RELEASE AGREEMENT

This Confidential Severance and Release Agreement ("Agreement") is made by and between Anthony R. Baker ("Employee") and the Office of Representative Elizabeth H. Esty ("Office"), collectively referred to as the "parties."

For good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

Part I (Mutual Terms)

1. Employee's employment with the Office is ending and this Agreement describes the terms and conditions of Employee's departure from the Office.
2. This Agreement constitutes the waiver and release of all claims and disputes of any kind. Neither the offering or execution of this Agreement, nor the performance of any obligation hereunder, is intended or shall be understood as an acknowledgment of responsibility, admission of liability, or other expression reflecting upon the merits of any dispute or claims between the parties, and any such responsibility or liability is expressly denied.
3. This Agreement constitutes the sole and entire agreement between the parties, and supersedes and extinguishes any and all prior agreements, whether written or oral, between the parties. This Agreement may be modified, waived or terminated only by subsequent written agreement signed by both parties.
4. The waiver by any party of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision herein operate as a waiver at such time, or any further time, of such provision or any other provision herein.
5. This Agreement is executed voluntarily and without coercion, undue influence, threat, or intimidation. In executing this Agreement, the parties do not rely and have not relied on any document or statement, whether written or oral, other than those specifically set forth in this Agreement. The parties warrant that the undersigned are competent to execute this Agreement on behalf of themselves and/or their principals.
6. Any and all information relating to any disputes between the parties covered by this Agreement is confidential. Except as required by law, the parties may not disclose to any third party (including the media), other than their attorneys, tax accountants, the Internal Revenue Service, or any state or local tax authorities, any statements under this Agreement, the terms or payments contained in this Agreement, and any and all discussions, negotiations between the parties, except to state that any and all claims have been satisfactorily resolved. Nonetheless, nothing in this Agreement shall be interpreted to prohibit the Office from communicating about this Agreement to those within the Office with a need to know.
7. If any term or provision of this Agreement becomes inoperative or unenforceable by operation of law, that provision shall sever and the remainder of the Agreement shall remain enforceable.

8. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which, collectively, shall constitute a single instrument.

9. Notices required under this Agreement, including the exchange of executed copies of this Agreement, shall be provided to Employee by e-mail to [REDACTED], and to the Office by email to [REDACTED]. The parties agree to promptly acknowledge the receipt of any e-mail notice sent to them pursuant to this Agreement.

10. This Agreement shall in all respects be interpreted, enforced, and governed under applicable laws of the District of Columbia and the Congressional Accountability Act, 2 U.S.C. §§ 1301-1438.

Part II
(Employee's Consideration)

11. Employee, for Employee and on behalf of Employee's agents, attorneys, heirs, assigns, successors, executors, administrators, and/or anyone claiming through or under them, hereby irrevocably, finally, and forever waives, releases and discharges the Office and its employees, attorneys, assigns, successors, and agents from any and all debts, liabilities, claims, obligations, demands, costs, losses, damages, liens, back pay, front pay, and/or expenses and attorney's fees arising under any local, state or federal law, including the Congressional Accountability Act (2 U.S.C. §§ 1301-1438), which incorporates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Fair Labor Standards Act of 1938, the Family and Medical Leave Act of 1993, the Employee Polygraph Protection Act of 1988, the Worker Adjustment Retraining and Notification Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Veterans Employment Opportunity Act of 1998, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Occupational Safety and Health Act of 1970, the Genetic Information Nondiscrimination Act of 2008, and the Federal Service Labor-Management Relations Statute, for any acts or conduct whatsoever, whether known or unknown, whether connected with the employment of Employee by the Office, the termination of that employment, or otherwise, which may have existed prior to or contemporaneously with the effective date of this Agreement. **It is expressly agreed and understood that the provisions of this paragraph are and shall be construed as a full and complete GENERAL RELEASE of all claims by Employee that existed prior to, and that exist as of, the date Employee signs this Agreement.**

12. Employee promises that Employee has not filed or caused to be filed any lawsuits, complaints, demands, actions, disputes, proceedings, claims or charges against the Office, or any affiliate or representative of the Office, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to, or arising contemporaneously with the effective date of this Agreement. Employee hereby represents and warrants that Employee has not contractually assigned or otherwise transferred to any other person or entity (other than Employee's attorney, if any) any interest in any claim, demand, action/and or cause of action that Employee has, or may have, or may claim to have against the Office and/or the other persons and entities released herein. Employee agrees that the Agreement serves as a bar to recovery by Employee for any damages claims waived in this Agreement.

13. Employee shall not reveal in any way to any individual or entity any sensitive and/or confidential information learned or obtained while employed by the Office. Examples of sensitive or confidential information include, but are not limited to, information designated as classified or secret by the government, matters involving the personal or professional lives of the Office's employees, information regarding the internal operation of the Office, and/or any information regarding the Office's constituents/clients obtained through Employee's employment with the Office.

14. Employee expressly agrees that he will not voluntarily disseminate or publish, or cause anyone else to disseminate or publish, in any manner, disparaging, defamatory or negative remarks or comments adverse to the interests of the Office or any of the Office's present employees, designees, agents or representatives, including, but not limited to, any statements that disparage any person's capability, or any other aspect of the operations of the Office. Nothing herein, however, shall prohibit Employee from honestly responding to legal process compelling statements of facts or opinions with regard to the Office. In such case, however, Employee shall notify the Office of the request for compelled disclosure in advance of such disclosure in a manner so as to permit the Office a reasonable opportunity to challenge the subpoena or other request for compelled disclosure. In the event that Employee breaches the terms of this paragraph, monetary damages would not be sufficient to remedy the harm to the Office caused by such a breach. Therefore, the Office shall be entitled to obtain injunctive or other relief that may be deemed proper by a court of competent jurisdiction. The Office's pursuit or receipt of such relief shall not, however, waive any other rights or remedies the Office may otherwise have against Employee for breach of the terms of this paragraph.

15. Employee acknowledges and agrees that Employee has been paid by the Office any and all compensation and other sums to which Employee is entitled, and that the payments Employee will receive, pursuant to paragraphs 20 and 21, is additional to and independent of the compensation, if any, that Employee is otherwise entitled to receive from the Office (including compensation for unused annual leave).

16. Employee's last day in the Office was July 24, 2016. Employee shall prepare an exit memorandum due on or before August 12, 2016, but will work from home in preparing this document. Employee's last day performing any work for or behalf of the Office will be August 12, 2016.

17. On or before August 8, 2016, Employee shall provide the Office with an approved letter of resignation.

18. On or before August 12, 2016, Employee shall provide the Office all passwords necessary to gain access to Office's property including but not limited to computer equipment, email accounts, Blackberry, cell phone and iPad; and shall return all property of the Office, including but not limited to keys, Blackberry, cell phone, iPad, security identification badge, as well as originals and/or copies, electronic or otherwise, of any files, documents, letters, memoranda, notes, and/or other property belonging to the Office. *EHE ARB*

19. Employee acknowledges that Employee has read and fully reviewed the terms of this Agreement, and that Employee understands its terms, conditions and effects; in agreeing to and executing this Agreement, Employee does not rely and has not relied upon any warranties or

representations by the Office, or by any employee, attorney, or agent of any of the parties, or by anyone else, other than as expressly stated in this Agreement; and Employee has had the opportunity to confer with an attorney regarding this Agreement before signing it.

Part III
(Office's Consideration)

20. In the event that Employee signs this Agreement, prepares an exit memorandum as stated in paragraph 16, and submits the approved letter of resignation as described in paragraph 17, returns all items as stated in paragraph 18, the Office will then submit the appropriate paperwork to the House Office of Payroll and Benefits for Employee to receive a lump sum payment in the amount equal to twelve and a half (12.5) days of unused annual leave, based on Employee's current annual salary of \$132,000.

21. In addition, the Office agrees to request in the paperwork submitted to the Office of Payroll and Benefits that the lump sum described in paragraph 20 (or in any manner consistent with the payment procedures of the Office of Payroll and Benefits) an amount equal to the difference in Employee's monthly salary (based on an annual rate of pay of \$132,000) and the maximum monthly amount provided by the Speaker's Pay Order (based on an annual rate of pay of \$168,411). In other words, Employee's will receive additional consideration of approximately \$3,024.25. The parties agree that this amount and or the method of delivery (either included in, or as an additional lump sum to that described in paragraph 20) may vary depending on the payment procedures of the Office of Payroll and Benefits.

22. Payments made pursuant to this Agreement will be deposited directly into Employee's bank account pursuant to the payment procedures for the Office of Payroll and Benefits. All payments under this Agreement shall be subject to all customary withholdings for payroll or other taxes, and other withholdings required by law.

23. The Office agrees that Rep. Esty will use the language of Employee's approved letter of resignation described in paragraph 17 as the basis for conveying to staff that Employee is resigning his position from the Office.

24. The Office agrees that within seven (7) business days after the parties have signed this Agreement, the Office will provide Employee with a signed letter of reference attached at Tab 1.

25. The Office agrees that Employee may allow non-Washington, D.C. based potential employers to contact Rep. Esty for a verbal job referral. The parties agree that Rep. Esty will use the letter of reference attached at Tab 1 as the basis for these verbal referrals

26. During the time Employee remains on paid status as described in paragraph 21, Employee shall remain eligible, pursuant to the terms of the applicable benefit plans, policies and procedures, to receive the group health and other group benefits for which employees of the United States House of Representatives are eligible, and in which Employee is enrolled on August 12, 2016, provided that Employee pays the Employee's portion of the premium for said benefits.

27. The Office agrees to remove any negative information regarding Employee's job performance or behavior from its personnel records.

28. The Office agrees to waive Employee's obligation to repay any monies received by Employee under the House's Student Loan Repayment Program.

29. The Office agrees that it will not contest any application for unemployment insurance benefits filed by Employee following Employee's termination from employment and removal from the Office's payroll.

30. The Office expressly agrees that no individual acting with the express permission and on behalf of the Office will voluntarily disseminate or publish, or cause anyone else to disseminate or publish, in any manner, disparaging, defamatory or negative remarks or comments adverse to the interests of Employee, including, but not limited to, any statements that disparage Employee's capability. Nothing herein, however, shall prohibit the Office from honestly responding to legal process compelling statements of facts or opinions with regard to Employee. In such case, however, the Office shall notify Employee of the request for compelled disclosure in advance of such disclosure in a manner so as to permit the Employee a reasonable opportunity to challenge the subpoena or other request for compelled disclosure.



Anthony R. Baker,
Employee

8/10/2016
Date



The Honorable Elizabeth H. Esty,
On behalf of the Office

8/10/16
Date