

**Supplemental Questionnaire  
For New Clients With Severance/Separation Negotiation Matters**

**This questionnaire is attorney-client privileged. Do not share your responses to this questionnaire with anyone else.**

**Please complete on separate sheets of paper. If you are not sure of how to respond to a question, please write “unsure.”**

**A. Current Severance/Separation Offer and Release**

1. Have you been offered any type of severance/separation agreement or release by the Company? If so, please attach a copy of this proposed agreement. If not, please move to section B, below.
2. What is the Effective Date of agreement (when is it due)?
3. How many months did you work for the Company?
4. How many months (or weeks) of severance pay has the Company offered?
5. Does the agreement offer any other additional compensation or benefit for you? Please state yes or no for each of the following examples, and describe any existing offer relating to:
  - a. Continued health insurance coverage/COBRA;
  - b. Attorney’s fees;
  - c. Accrued but unused vacation;
  - d. Other welfare benefits;
  - e. Additional bonus payments;
  - f. Earned commission payments;
  - g. Stock or stock options;
  - h. Pension;
  - i. Savings plan (401K, etc.);
  - j. Life insurance;
  - k. Disability insurance;

- l. Expense account reimbursement;
  - m. Other payments;
  - n. Letter of reference or verbal references;
  - o. Re-employment; and
  - p. Outplacement services and/or use of office and support services.
6. Does the agreement require you to enter into any of the following contracts? Please state yes or no for each of the following examples:
- a. Non-solicitation/non-competition agreement;
  - b. Corporate confidentiality agreement;
  - c. Non-disparagement clause;
  - d. Release of claims;
  - e. Arbitration provision;
  - f. Withdrawal/dismissal of suits;
  - g. Confidentiality; and
  - h. Other.

**B. Desired Severance/Separation Offer**

If the Company has not offered you any type of severance or separation agreement, it may be possible to obtain one through the negotiation process. Even if the Company has already offered you some type of severance or other separation agreement, it may be possible to negotiate a more favorable result in your matter. In order for us to most effectively negotiate a settlement that will satisfy your needs, it is important for us to understand what is important to you and evaluate the type(s) of recovery to which you may be entitled. Please indicate:

1. Your dates of employment;
2. Your salary, hourly wage, or commission percentage;
3. The average number of hours you worked each week;
4. How many weeks or months of severance do you believe you deserve. Please describe your best argument for why you should receive this amount. Include any information about the length of your employment, the quality of your work, and any other factors you believe influence your potential recovery in this matter; and
5. Whether you believe you are entitled to payment relating to any of the categories of pay listed in 5(a) through (p), above.

**C. Release of Claims**

In exchange for offering you a severance payment, the Company will likely require that you enter into a release agreement. Please review the types of contracts and releases listed in 6(a) through (h), above, and indicate:

1. Whether you object to entering into any of the enumerated contracts. If you do, describe the basis for your objection; and
2. Whether you believe you have a claim against the Company based on any state or federal law.

**D. Potential Legal Claims**

Do you assert that you may have potential legal claims against the Company? If so, please describe (in general terms) the basis for your claim.

**E. Miscellaneous**

1. If terminated, whether you have found a new job and if so, the date you started working in your new job, as well as your new salary hourly wage, or commission percentage;
2. If you have sought any treatment stemming from emotional distress, the cost of such treatment; and
3. Your own estimate of what you think your case is “worth” and why.

**F. Other Specific Questions**

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By signing below, you certify that all of the information that you will provide in response to this questionnaire is complete and correct and that you have completed it to the best of your ability. You further certify that you have been candid and honest with us regarding your case, even regarding negative aspects or potential problems with your case. Failure to provide all relevant information regarding your case may have an adverse impact against you and your ability to negotiate a favorable resolution to this matter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date