



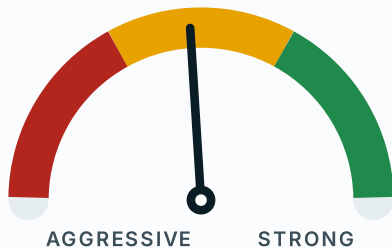
SAMPLE REPORT

Your Severance Clarity analysis

Employee: Senior Director · Atlas Robotics (acquired) · Service: 8 years · Age: 52 (ADEA applies)

Jurisdiction: Massachusetts

FAIRNESS SCORE



48 / 100

Below Market

Cash is at-market for tenure; broad release, hostile non-compete, and total equity forfeiture make this below market overall.

CASH VALUE

\$138,000

24 weeks salary continuation + COBRA bridge

RELEASE BREADTH

BROAD

Includes ADEA waiver — 21-day review period required and present

RED FLAGS

4 flags identified (3 HIGH, 1 MEDIUM)

Equity forfeiture, cooperation, non-compete, non-disparagement

Informational analysis only. This is not legal advice. Quotes are taken verbatim from the agreement you provided. For decisions about signing, consult a licensed employment attorney in Massachusetts.

Summary

This separation agreement offers 24 weeks of salary continuation (\$138,000 cash value) and a 6-month COBRA bridge, which is at-market for eight years of service. However, the broad release (including an ADEA waiver), total forfeiture of 1,200 unvested RSUs, an unlimited cooperation obligation, and a Massachusetts non-compete with probable garden-leave defects collectively drive the overall fairness score well below market.

🔗 IN PLAIN ENGLISH

You're being offered 24 weeks of pay and health insurance coverage for 6 months, which is reasonable for 8 years of service. But you're also giving up 1,200 unvested RSUs worth real money, signing a year-long non-compete that may be defective under Massachusetts law, and agreeing to cooperate with lawsuits forever — for free. The equity forfeiture and cooperation clause are the two biggest leverage points for negotiation.

\$ Cash value breakdown

HEADLINE AMOUNT

\$138,000

STRUCTURE

Salary continuation

WEEKS OF PAY

24 weeks

COBRA COVERAGE

6 months of COBRA premiums paid by employer (approx. \$1,400/mo = \$8,400 value).

TAX NOTES

Salary continuation is taxed as ordinary income; FICA applies through each pay-period disbursement.

MARKET BENCHMARK

24 weeks is near the median for a Director-level employee with 8 years of service; typical range is 20-30 weeks at comparable firms. This figure alone is reasonable — the surrounding clauses are what reduce overall value.

🔒 Release scope

BROAD RELEASE

CLAIMS WAIVED

- ADEA age discrimination claims
- Title VII discrimination & harassment
- ADA disability claims
- Wage & hour / FLSA claims
- ERISA claims (except vested benefits)
- Tort and contract claims arising from employment

CLAIMS PRESERVED

- Vested 401(k) benefits
- Unemployment insurance
- Workers' compensation
- Any rights that cannot be waived by law

Employee hereby irrevocably releases and forever discharges Company from any and all claims... including but not limited to claims under the Age Discrimination in Employment Act.

 **IN PLAIN ENGLISH**

You give up the right to sue for almost everything, including age discrimination claims under federal law. The employer keeps your vested retirement money, and you can still file for unemployment.

Ongoing obligations

Non-Compete

QUESTIONABLE

Duration: 12 months · **Scope:** Commonwealth of Massachusetts

For a period of twelve (12) months following the Separation Date, Employee shall not directly or indirectly engage in, own, manage, or be employed by any Competing Business within the Commonwealth of Massachusetts.

 **IN PLAIN ENGLISH**

You can't work for a competitor in Massachusetts for a year. Under the 2018 Massachusetts Noncompetition Agreement Act (MNAA), this requires garden-leave pay (at least 50% of base salary for the restricted period) or 'mutually agreed consideration' — language about that is absent here, which is a problem.

Non-Solicit (Customers)

LIKELY ENFORCEABLE

Duration: 18 months · **Scope:** Any customer of the Company as of the Separation Date

Employee shall not, for a period of eighteen (18) months, solicit, divert, or appropriate any customer or prospective customer of the Company.

 **IN PLAIN ENGLISH**

You can't reach out to Atlas Robotics customers you worked with for 18 months. Massachusetts courts generally enforce 12-18 month non-solicits at Director level.

Non-Disparagement

LIKELY ENFORCEABLE

Duration: Perpetual · **Scope:** Global

Employee agrees not to make any oral or written statements that disparage, defame, or portray the Company, its officers, directors, or employees in a negative light.

 **IN PLAIN ENGLISH**

You can never say anything negative about the company — and the agreement has no carve-out letting you cooperate with SEC or EEOC investigations. That omission is a yellow flag.

Cooperation

QUESTIONABLE

Duration: Unlimited · **Scope:** Global

Employee shall cooperate fully with the Company in connection with any and all matters relating to Employee's employment, including any litigation, investigation, or regulatory proceeding, at such times as the Company shall reasonably request.

🔍 IN PLAIN ENGLISH

You're on the hook indefinitely to help the company with lawsuits — for free, with no cap on hours. There's no provision requiring compensation for your time or limiting the scope.

Confidentiality

LIKELY ENFORCEABLE

Duration: Perpetual · **Scope:** Global

Employee shall hold in strict confidence and not disclose any Confidential Information acquired during the course of employment.

🔍 IN PLAIN ENGLISH

Standard perpetual confidentiality of trade secrets and proprietary information. This is expected and generally enforceable.

🔗 Equity treatment

Unvested RSUs (1,200 units)

HIGH

All 1,200 unvested RSUs are forfeited immediately upon the Separation Date with no acceleration or buy-out.

Vested holdings

All vested RSUs and vested stock options remain subject to the Company's Equity Incentive Plan post-termination terms.

Option exercise window

Vested stock options must be exercised within 90 days of the Separation Date, after which they expire.

Acceleration

None. The agreement contains no single-trigger or double-trigger acceleration provision, despite the acquisition event that precipitated this separation.

 **IN PLAIN ENGLISH**

The 90-day post-termination window is standard but not generous; some companies grant 12 months. The total forfeiture of 1,200 unvested RSUs — with no negotiated acceleration in the context of an acquisition — represents significant lost value and is a HIGH red flag.

ADEA / OWBPA check

This agreement includes a waiver of ADEA age-discrimination claims. Because the employee is 52 (over 40), the Older Workers Benefit Protection Act (OWBPA) requirements apply.

21-day review window

✓ **Compliant**

7-day revocation right

✓ **Compliant**

Whistleblower carve-out

⚠ **Missing**

RIF decisional unit

⚠ **Not specified**

 **IN PLAIN ENGLISH**

Because you are 52 (over 40), the ADEA Older Workers Benefit Protection Act applies. The good news: the 21-day review period and 7-day revocation right appear compliant. The concern: no SEC whistleblower carve-out in the non-disparagement clause.

Non-disparagement clause lacks SEC whistleblower carve-out, which some courts view as impairing knowing-and-voluntary standards

Agreement does not specifically identify the 'decisional unit' for any group layoff — required under OWBPA if this was a RIF

Red flags

Total forfeiture of 1,200 unvested RSUs

HIGH

All 1,200 unvested RSUs are cancelled with no acceleration, despite the acquisition that triggered this separation. For an 8-year Senior Director, some acceleration is often negotiable — especially in an M&A context. At the last reported grant price, this represents substantial forfeited value.

All unvested Restricted Stock Units shall be forfeited as of the Separation Date and Employee shall have no further rights thereto.

Unlimited cooperation obligation

HIGH

You are required to help the company with litigation and investigations indefinitely, with no cap on hours and no guaranteed compensation for your time. This could mean being pulled into lawsuits years from now at no pay.

Employee shall cooperate fully... at such times as the Company shall reasonably request... Employee acknowledges that no additional compensation shall be owed for such cooperation.

Non-compete likely defective under MNAA

HIGH

The 12-month Massachusetts non-compete is silent on garden-leave pay — required under the 2018 MA Noncompetition Agreement Act. Without it, the clause may be void, but a defective clause can still cause practical harm (chilling effect, litigation threat) even if ultimately unenforceable.

Employee shall not directly or indirectly engage in, own, manage, or be employed by any Competing Business within the Commonwealth of Massachusetts for twelve (12) months.

Non-disparagement without SEC/regulatory whistleblower carve-out

MEDIUM

You are prohibited from disparaging the company with no exception for cooperating truthfully with the SEC, EEOC, or other government investigators. SEC rules (Rule 21F-17) prohibit employers from impeding whistleblowers; this clause could expose the company to regulatory risk and expose you to confusion about your rights.

Employee agrees not to make any oral or written statements that disparage, defame, or portray the Company... in a negative light.

🔍 Ambiguous clauses

Definition of 'Competing Business'

any person or entity engaged in the design, development, manufacturing, or distribution of robotic systems or automation technologies

The definition is broad enough to encompass companies that compete only in tangential product lines. 'Automation technologies' in particular could be read to preclude employment at virtually any advanced manufacturing firm.

Scope of 'Confidential Information'

all information not generally known to the public, whether or not marked confidential, relating to the Company's business

The definition lacks a nexus to information actually learned during employment. 'Whether or not marked confidential' and 'relating to the Company's business' together could be read extremely broadly.

Cooperation clause — 'reasonable request'

at such times as the Company shall reasonably request, consistent with Employee's then-current professional commitments

No definition of 'reasonable' and no maximum hours cap. 'Consistent with professional commitments' appears to give you some protection, but there is no arbitration mechanism if the parties disagree.

📍 Jurisdiction notes — Massachusetts

- MNAA (M.G.L. c. 149 §24L): Non-compete requires garden-leave pay or mutually agreed consideration; absence creates enforceability problem.
- Material Change Doctrine: If the non-compete was not presented at the time of hire or a significant raise, it may be voidable.
- Non-solicits of 18 months are enforceable in MA at Director level if supported by adequate consideration.
- ADEA rights: 21-day review + 7-day revoke fully required and present here.
- MA wage payment law (c. 149 §148): Any earned but unpaid wages (commissions, accrued PTO) cannot be waived and must be paid regardless of this agreement.

Informational only. Not legal advice. MA statutes change — confirm with a licensed Massachusetts attorney before signing.

✍️ Questions to ask your employer

1 Will the company provide garden-leave pay (at least 50% of base for 12 months = \$69,000) or reduce the non-compete to 6 months to comply with MNAA?

2 Can the 1,200 unvested RSUs be accelerated pro-rata given the acquisition context and 8 years of service?

3 Will the company add a mutual SEC/EEOC whistleblower carve-out to the non-disparagement clause?

4 Can the cooperation obligation be capped at 20 hours per year with market-rate hourly compensation for time exceeding 5 hours?

5 Can the post-termination option exercise window be extended from 90 days to 12 months?

✓ What to do next



1

Engage a Massachusetts employment attorney

Given the MNAA non-compete issue and your age (ADEA applies), a 1-hour consult with a Boston employment attorney before signing is essential. They can identify which clauses are negotiable and flag unenforceability arguments.



2

Quantify the RSU forfeiture

Get the last 409A valuation or ask HR for the per-share FMV of your unvested RSUs. Calculate the exact dollar amount being forfeited — this is your negotiating anchor for either acceleration or additional cash consideration.



3

Request a redline on three clauses

Focus negotiation on: (1) non-compete garden-leave fix or duration reduction, (2) RSU acceleration or cash top-up, (3) cooperation cap. These are the three highest-value changes.



4

Do not let the 21-day window lapse

You have 21 days from receipt to consider this agreement under ADEA/OWBPA. Mark your calendar. Do not sign early under pressure — taking the full 21 days is your legal right and costs you nothing.

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