



December 8, 2017

Re: Pay in Lieu of Notice

Dear

In order to assist you in transitioning to new employment following the wildfire that destroyed Villa Capri, we are willing to provide you with the equivalent of _____, to which you would not otherwise be entitled. We offer this payment to as a good faith gesture to ease your transition in finding alternative employment.

In consideration for this payment, you represent and warrant that you have no knowledge of any practices engaged in by Oakmont Management Group (OMG) that has, or may constitute a violation of any applicable local, state, or federal law or regulation that you have not previously disclosed OMG. You agree that in the event that you learn of such practices subsequent to the date hereof, you will immediately share that information with OMG. You understand that your representation is material to our willingness to make this payment, and that in entering this agreement, OMG is relying upon these representations. We further assume that you have advised us of all problems and potential problems within the community.

You confirm that you remain bound by all prior agreement and OMG policies regarding to the confidentiality of OMG proprietary information, and all personal, medical, financial, and other private information regarding Villa Capri residents and OMG employees. In acceptance of this payment, you agree that for a period of one year from the date you sign this agreement, you will not solicit residents of OMG managed properties or employees of OMG to terminate their contractual, employment, or other relationships with OMG. Please also return all Oakmont Management Group proprietary information and property.

In signing this agreement, you agree to waive and release any claims you have or may have arising out of your employment, and confirm that you have not previously filed any complaint(s) or charge(s) against OMG with the Equal Employment Opportunity Commission, the Human Rights Commission, Office of Federal Contract Compliance Program, the California Department of Fair Employment & Housing, or with any other local, state or federal agency or court, that you will not do so at any time hereafter. You agree that if any such agency or court assumes jurisdiction of any complaint(s) or

charge(s) against OMG on your behalf, you will request such agency or court to withdraw from the matter, or refuse any benefits derived therefrom.

Thank you. We wish you well in your career. Please do not hesitate to contact me about anything contained in this letter, or if you desire to discuss any other matters pertaining to your employment with Oakmont Management Group and this severance.

Very truly yours,



Karen L. Ellis
Vice President of Human Resources

I confirm the representations made above, and agree to abide by the terms of this agreement.

Employee signature: _____

Date: _____