

## EMPLOYMENT SEPARATION AGREEMENT

This Employment Agreement ("**Agreement**") is made by and between the CITY OF BLUE LAKE, a California municipal corporation ("**Employer**"), and AMANDA MAGER ("**Employee**").

### RECITALS

- A. Employee's employment with Employer ceased on May 9, 2025.
- B. Employer and Employee have mutually agreed to end the employment relationship.
- C. For and in consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### OPERATIVE PROVISIONS

1. Termination of Employment. Employee acknowledges that Employee's employment with Employer concluded on May 9, 2025. Employee further acknowledges that Employer has paid to Employee all sums owing to Employee, including wages, accrued but unused paid time off, reimbursable business expenses and all other compensation or benefits accrued or incurred through that date within the time frame required by law.

2. Severance Payment. In consideration of Employee's execution of and compliance with this Agreement, Employer agrees to pay to Employee severance as follows: (i) a lump sum payment in the gross sum of \$30,000 (the "**Severance Payment**"), representing four (4) months of regular salary, and payable as salary continuance in eight (8) equal installments on the eight (8) regular paydays following the Effective Date and (ii) continuation of health benefits for a four (4) month period following the Effective Date. The Severance Payment shall be subject to all applicable taxes.

The parties specifically agree that the consideration paid to Employee in accordance with this Agreement is good and sufficient consideration for this Agreement. This Agreement shall be deemed effective once both parties have signed it and the Revocation Period referenced in paragraph 5 below has expired without Employee's revocation ("Effective Date").

3. Compromise and Settlement. Employee, in consideration of the promises and covenants made by Employer in this Agreement, hereby compromises, settles and releases Employer from any and all past, present, or future claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery which Employee may have against Employer on account of or arising out of any matter, cause, or event, including but not limited to, Employee's cessation of employment with Employer. Such claims include those Employee may have or has, or which may later accrue to or be acquired by Employee, against Employer or its past, present, and future agents of all types, employees, members, managers, officers, elected officials, principals, attorneys, subsidiaries, related entities, divisions, joint venturers, assigns, partners, indemnitees, persons to whom Employer owes a duty to defend, predecessors, successors, affiliated organizations, insurers, joint employers, staffing agencies, and

all persons acting by or through or in concert with any of them (collectively, the “**Released Parties**”). Such claims specifically include but are not limited to claims for wages, wrongful termination, breach of contract, constructive discharge, fraud, mental or emotional distress, misrepresentation, attorney’s fees, or any claim for discrimination under federal or state law including, but not limited to, discrimination based on age, sex, race, national origin, disability, marital status or any claims under Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, Labor Code sections 132a and 4553, or the Fair Employment and Housing Act of California. Such claims include all claims that Employee could have brought on a representative basis, including any class, collective, or representative action. Employee further represents and acknowledges that Employee has suffered no work-related injury or illness.

4. Unknown Claims. Employee acknowledges that this Agreement applies to all known or unknown, foreseen or unforeseen, injury or damage, and expressly waives any benefit Employee may have under Section 1542 of the California Civil Code, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Employee understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if Employee should eventually suffer injury or damage, Employee will be unable to make any claim for those injuries. Furthermore, Employee acknowledges that Employee consciously intends these consequences even as to claims for injuries that may exist as of the date of the Agreement but which Employee does not know exist and which, if known, would materially affect Employee’s decision to execute this Agreement, regardless of whether Employee’s lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

5. Waiver of Rights Under the Age Discrimination in Employment Act. Employee specifically understands and acknowledges that the Age Discrimination in Employment Act of 1967, as amended (the “ADEA”), provides Employee the right to bring a claim against Employer if Employee believes that Employee has been discriminated against on the basis of age. Employer specifically denies any such discrimination. Employee understands the rights afforded to Employee under the ADEA and agrees that Employee will not file any claim or action against any of the Released Parties based on any alleged violations of the ADEA. Employee hereby knowingly and voluntarily waives any right to assert a claim for relief under the ADEA, including but not limited to back pay, front pay, attorney’s fees, damages, reinstatement or injunctive relief. Employee is advised to consult with independent legal counsel prior to executing a waiver of rights under the ADEA.

Employee also understands and acknowledges that the ADEA requires Employer to provide Employee with at least twenty-one (21) calendar days to consider this Agreement (“Consideration Period”) prior to its execution. Employee understands and acknowledges that this Consideration Period includes the time frame required by California Government Code Section 12964.5(b)(4), as set forth in Section 12 of this Agreement, below. Employee acknowledges that Employee was

provided with and has used the Consideration Period or, alternatively, that Employee elected to sign this Agreement within the Consideration Period and waives the remainder of the Consideration Period. Employer and Employee agree that any changes to this Agreement, whether material or immaterial, do not restart the running of the Consideration Period. Employee also understands that Employee is entitled to revoke this Agreement at any time during the seven (7) days following Employee's execution of this Agreement ("**Revocation Period**"). Employee also understands that any revocation of this Agreement must be in writing and delivered to the attention of Ryan T. Plotz, The Mitchell Law Firm, LLP, rplotz@mitchelllawfirm.com, 426 First Street, Eureka, CA 95501, prior to the expiration of the Revocation Period. The release of claims pursuant to the ADEA in this section shall not become effective or enforceable until this Revocation Period has expired.

6. Agency Reporting. Nothing in this Agreement shall be construed to prohibit Employee from communicating with or participating in any administrative proceeding before the National Labor Relations Board ("NLRB"), Equal Employment Opportunity Commission ("EEOC"), the Occupational Safety and Health Administration ("OSHA"), the Securities and Exchange Commission ("SEC") or any government agency charged with enforcement of any law. However, Employee acknowledges and agrees that Employee is specifically waiving Employee's right to any monetary recovery in any such proceeding before the NLRB, EEOC, OSHA, SEC or any government agency charged with enforcement of any law, including, but not limited to, lost wages and benefits, prospective lost wages (front pay), damages for emotional distress, punitive damages, reinstatement and other personal equitable relief, and attorneys' fees and costs. Further, nothing in this Agreement shall be interpreted to interfere with Employee's right to engage in protected concerted activity under the National Labor Relations Act.

7. No Admission of Liability. Employee acknowledges that neither this Agreement, nor payment of any consideration pursuant to this Agreement, shall be taken or construed to be an admission or concession of any kind with respect to alleged liability or alleged wrongdoing against Employee by Employer or any of the Released Parties. Employer specifically asserts that all actions taken with regard to Employee were proper and lawful and affirmatively denies any wrongdoing of any kind.

8. Public Statement. Employer agrees to release publicly the following statement:

City Manager Amanda "Mandy" Mager and the City Council have mutually decided to end their relationship effective May 9, 2025. The City Council expresses its sincere gratitude to Mandy for her nine-plus years of dedicated service to and leadership of the City of Blue Lake, and the Council wishes her the best in all her future endeavors. An interim City Manager will be appointed while the City conducts a comprehensive recruitment process.

9. Return of Property. Employee acknowledges all property belonging to Employer has been returned, including, but not limited to proprietary Employer documents and credentials. Employee agrees that Employee has not retained any copies, whether electronic or hard copy, of Employer's documents. Employee acknowledges that Employee has no personal property that is in the possession of Employer.

10. References. Employer agrees that if it receives any reference check inquiries relating to Employee, it will only provide the requesting party with Employee's position held and dates of employment.

11. Representation by Attorney. Employee acknowledges that Employee has carefully read this Agreement; that Employee understands its final and binding effect; that Employee has the right to be represented by independent legal counsel in negotiating and executing this Agreement, and Employee has either chosen or voluntarily declined such representation; that Employer has provided at least five (5) business days, which will run concurrent with the Consideration Period, for Employee to consult independent legal counsel, and Employee has either utilized such time period or voluntarily elected to sign this Agreement within such period and waived the remainder; and that Employee understands the provisions of this Agreement and knowingly and voluntarily agrees to be bound by them.

12. No Reliance Upon Representations. Employee hereby represents and acknowledges that in executing this Agreement, Employee does not rely and has not relied upon any representation or statement made by any of the Released Parties or their representatives or attorneys with regard to the subject matter, basis or effect of this Agreement.

13. No Pending Claim/Covenant Not to Sue. Employee represents that Employee does not currently have pending any complaint or action against any of the Released Parties with any state, federal or local agency or court based on any matters arising out of Employee's employment with Employer or its termination, and will not do so at any time. Employee further represents that if any such agency or court assumes jurisdiction of a complaint or action against any of the Released Parties involving Employee's employment with Employer or its termination, then Employee will direct that agency or court to withdraw from or dismiss with prejudice the matter. Employee will not cooperate or participate in the prosecution of any such complaint or action; provided that nothing in this Agreement prevents Employee from disclosing or discussing information about unlawful acts in the workplace, such as harassment, discrimination, or any other conduct that Employee has reason to believe is unlawful. Employee further agrees not to participate in any way in any proceeding against any of the Released Parties except that Employee may testify in an administrative or legislative hearing upon written request or subpoena from the administrative agency or legislature, or in a judicial proceeding pursuant to court order or subpoena. Employee further represents that Employee is not an "aggrieved employee" within the meaning of Labor Code section 2699 *et. seq.* and Employee will not participate in or serve as a representative for any subsequent class, collective, or representative action. Notwithstanding the foregoing, if Employee obtains against any of the Released Parties a monetary judgment or settlement for a claim released or purported to be released by Employee under this Agreement, the total value of payments and other consideration received by Employee shall be deducted from any such monetary judgment or settlement.

14. Attorney's Fees. Each party shall bear its own attorney's fees in the negotiation of this Agreement. Should any action be instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

15. Entire Agreement. This Agreement shall contain the entire agreement between the parties, and it shall not be modified except in writing signed by the party to be bound.

16. Severability. If a court of competent jurisdiction finds any term or provision of this Agreement invalid or unenforceable as applied to any circumstance, the remainder of this Agreement and the application of such term or provision shall be interpreted so as best to effect the intent of the parties. The parties further agree to replace any such void or unenforceable term or provision of this Agreement with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business, or other purposes of the void or unenforceable provision.

17. Counterpart Originals. This Agreement may be signed in counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.

18. Governing Law. This Agreement shall be governed by the laws of the State of California.

Date: 5/14/2025

EMPLOYER

Signed by:  
By: John Sawatzky  
C24756AGCAE64E9...  
John Sawatzky, Mayor

Date: 5.8.25

EMPLOYEE

Amanda Mager  
Amanda Mager