Drafting Enforceable Employee Severance Agreements

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Today’s faculty features:

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February 19, 2014

Presented by:

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Employee Severance Agreements:
Latest Guidance for Employment Counsel
- February 19, 2014 -
By: Ian D. Meklinsky, Esq.¹

A. Standards for Valid Release

a. No standard form.

b. Can address a wide range of issues from releases of factual or potential claims to covenants not to compete.

c. Release must be knowing and voluntarily.

d. Must be supported by consideration.

   i. Must give employees something of value—and something to which they would not otherwise be entitled (i.e., severance pay—as long as they are not already entitled to receive such pay under state law, employer’s severance plan, a CBA or an individual employment contract).

e. Older Workers’ Benefit Protection Act (“OWBPA”).

   i. In 1990, Congress amended the Age Discrimination in Employment Act (ADEA) with the Older Workers Benefit Protection Act (OWBPA). The OWBPA changed the rules for age discrimination releases by setting strict criteria for releases both of protected rights (i.e., a release before a claim is filed) and disputed claims (i.e., releases in settlement of EEOC charges or lawsuits).

   ii. Congress presumed that age discrimination is harder to detect than other types of employment discrimination, and there was concern that releases were being used in situations where employees would not reasonably be expected to know or suspect that age may have played a role in the termination decision. Congress, therefore, concluded that older workers routinely were releasing potential age discrimination claims without being aware of information that would enable them to make an informed decision.

   iii. There also was concern about the prevalence of non-negotiable releases, and the practice of linking severance benefits to a release of claims. What Congress saw was older workers being confronted on a mass basis with a choice between a termination without benefits, or receipt of benefits only upon a complete

¹ Ian D. Meklinsky would like to thank his colleague, Eileen Powers, for her significant assistance in the preparation of this outline.
release of potential claims, including age discrimination claims. The perception was that the ADEA was being undermined by employers who routinely were securing either uninformed or coerced releases of protected rights.

iv. From this came the OWBPA, which sets forth the "minimum" requirements for an age discrimination release before it may be considered "knowing and voluntary" under federal law and, thus, binding on the terminated employee. OWBPA requirements ultimately were extended to all types of age discrimination releases, including those by employees terminated during reductions in force and those by individually terminated employees, releases by employees with existing legal claims and those who do not believe their rights have been violated, and even releases by employees who leave their employment voluntarily.

v. Employers should be mindful of the OWBPA’s extremely specific release requirements and should be aware that courts interpret those requirements strictly (i.e., contrary to employer interests). In the event of a dispute about OWBPA compliance, it is the employer who has the burden of proving compliance.

vi. The OWBPA establishes certain standards for enforceability of a release of a claim under the ADEA. Waiver between the employer and the individual must:

1. Be written in language easily understood by the average employee.

   a. Releases cannot be choked with legalese. Releases should be as brief as possible and language used should be plain. The educational level and general sophistication of the individual employee or average employee should be taken into account, and the release modified accordingly. A release also should recite that the employee understands the language of the release and its effect, specifically including that she is releasing any age discrimination rights or disputed claims she may have as of the date she executes it.

2. Specifically refer to the rights or claims arising under the ADEA.

3. Not waive rights or claims that may arise after the date of the waiver is executed.

4. Provide for consideration which is in addition to anything of value to which the individual is already entitled.
5. Advise the individual in writing to consult with an attorney prior to executing the agreement.

6. Give the individual at least 21 days within which to consider the agreement.
   a. If the employer requests the release in connection with a group or class termination, the employer must provide employee with at least 45 days to consider the release and provide the employee with detailed information concerning those eligible and ineligible for the separation package.
   b. An employee executing a release in settlement of an existing EEOC charge or lawsuit must be given "a reasonable period of time" to consider a release.
      i. Although the OWBPA is silent on the point, employers are wise to treat these "consideration periods" as being triggered only upon an employee’s actual receipt of the written release agreement. It is not enough that an employee simply be told what the terms of a release will be. Also, a release should include a clear statement that the employee has been given the appropriate amount of time to consider the release agreement.
      ii. Some employers are under the mistaken impression that the consideration period must pass completely before a release may be executed. In fact, an employee may execute a release before the applicable consideration period has expired. The OWBPA only requires that an employee be "given" adequate time to consider a release. There is nothing in the statute that prevents an employee from accepting a release agreement earlier.
      iii. What a "reasonable period of time" may be in the context of a release in settlement of an existing claim is not well-defined. What is a reasonable period of time, no doubt, will depend on the circumstances. Generally, however, a reasonable period of time will be considerably less than the 21 or 45-day consideration periods. Obviously, if there is an existing claim the employee already is aware of her rights, she believes they have
been violated and she probably is represented by an attorney. As long as there is no act of coercion by an employer and the release agreement specifically states that the employee was given a reasonable period of time in which to consider the agreement, the OWBPA should be satisfied.

7. Provide for a seven day revocation period.
   a. The OWBPA states that a release "shall not become effective or enforceable until the revocation period has expired". Therefore, unlike the consideration period, the revocation period cannot be waived by an employee.

Case Law: Supreme Court Case of *Oubre vs. Entergy Operations, Inc.*

- In 1998, the U.S. Supreme Court held in *Oubre vs. Entergy Operations, Inc.*, that a release of age claims which does not fully comply with OWBPA requirements is of no effect. The employee in *Oubre* was given the option of either improving her job performance during the coming year or accepting a voluntary arrangement for her severance. The employer gave her a packet of information about the severance agreement and gave her 14 days to consider her options, during which she consulted with attorneys. The employee then accepted the severance package and executed a release in which she agreed to "waive, settle, release, and discharge any and all claims" she may have had against her former employer.

- The Supreme Court held that the release did not comply with OWBPA in at least three respects, including: 1) the employer did not give the employee enough time to consider her options (i.e., she should have had 21 days instead of 14); 2) the employer did not give the employee seven days after she signed her release to change her mind; and, 3) the release made no specific reference to claims arising under the ADEA.

- The employer argued that its admitted failure to comply with the OWBPA was not prejudicial to the employee and, moreover, that it did not matter because the employee had not tried to revoke her release, although she believed her rights had been violated, and she had not returned the money she had been paid for her release. The employer argued that by her actions the employee had "ratified" (i.e., agreed to abide by) her release although it was defective under the OWBPA.

- The Supreme Court rejected the employer's arguments and held simply that releases of age discrimination claims which do not comply with all applicable OWBPA requirements are invalid and, thus, of no effect.

- The Supreme Court also held that an employee who executes a release defective under the OWBPA does not have to return the money she was paid
before suing her former employer for age discrimination. In other words, where the employer fails to comply with OWBPA requirements, an employee may sue for age discrimination notwithstanding her execution of the release, and she can bankroll her lawsuit with the very money the employer paid for her release.

- *Oubre* makes clear that courts will interpret OWBPA requirements strictly and that any defect, no matter its magnitude, will invalidate a release of age claims. Further, the employer will be unable to demand return of the money it paid for the release prior to any related litigation. *Oubre* also illustrates the harsh consequences for failure to comply with the OWBPA; indeed, the consequences of non-compliance may be so harsh that it will cause employers to question whether releases of age discrimination claims are worth the effort, especially in mass layoff situations.

*Harmon v. Johnson & Johnson (9th Circuit, Dec. 12, 2013, unpublished)*

- Releases deemed defective under the OWBPA may still be effective in releasing other claims. In upholding the dismissal of plaintiff’s state law claims per a waiver in a severance agreement, the Ninth Circuit held that “the failure to comply with the OWBPA did not invalidate the release as to [plaintiff’s] state law claims because the OWBPA applies only to federal claims under the [ADEA].”

**Tender Back of Consideration - Final Rule**

- In light of *Oubre*, the EEOC amended its OWBPA regulations at 29 CFR 1625.23, effective January 10, 2001. Consistent with the Supreme Court decision, section (a) of the Regulation states that an individual wishing to challenge the validity of an ADEA waiver is not required to return the consideration received before filing a lawsuit or discrimination charge. The EEOC’s guidance in section (b) of the Regulation, however, goes far beyond the teachings of *Oubre* requiring employers to reassess the content of a waiver.

- Under section (b) of the Regulation, “No ADEA waiver...may impose any condition...adversely affecting any individual’s right to challenge the agreement.” This prohibition includes "provisions allowing employers to recover attorneys' fees and/or damages because of the filing of an ADEA suit" (i.e., a traditional covenant not to sue). The EEOC’s position is based on the view that such a clause discourages good faith challenges and thus, interferes with an employee's statutory rights. The EEOC maintains that the Supreme Court's reasoning in *Oubre* supports this position. In essence, it argues that if the financial pressures of tender back and ratification are illegal under the OWBPA, then so are the pressures of an obligation to pay an employer's legal fees and costs. The section of the Regulation ends by noting an employer's continued ability to recover damages authorized under federal law. In the opinion of the EEOC, this is limited to ADEA suits brought in bad faith--a case that is considerably easier to state than to prove. See 29 CFR 1625.23.

  f. FMLA: Prior Case Law and New Regulations

  i. Prior Case Law
1. FMLA Regulation Section 825.220 provides “[e]mployees cannot waive, nor may employers induce employees to waive, their rights under FMLA.” In the past, courts have disagreed as to whether this language prohibits only the prospective waiver of FMLA rights, or also prohibits the retrospective settlement or release of FMLA claims based on past employer conduct, such as through settlement or a severance agreement, without Department of Labor (“DOL”) or court approval.

2. In Taylor v. Progress Energy, the Fourth Circuit interpreted this regulation to prevent employees from settling past claims for FMLA violations with employers without the approval of the DOL or the courts.

3. In Faris v. Williams, the Fifth Circuit found that the plain meaning of the DOL’s regulation prohibits prospective waiver of rights only and not retrospective settlement of claims.

ii. New Regulations

1. The new FMLA regulations make clear that the waiver prohibition applies only to prospective FMLA rights; employees and employers are permitted to agree voluntarily to the settlement of past claims without having first to obtain the permission of the DOL or the courts.

2. Thus, an employee may sign a severance agreement with her employer releasing the employer from all FMLA claims based on past conduct by the employer. An employee may also settle an FMLA claim against her employer without DOL or court approval.

B. What Cannot Be Released

a. Employer cannot require employee to waive the right to file a charge of discrimination with the EEOC (pursuant to EEOC 1997 Enforcement Guidance).

i. EEOC takes two positions on such waivers:

1. Requiring an employee to waive her protected right to file a charge or participate in an investigation is void against public policy.

2. Requiring an employee to waive this right violates the anti-retaliation provisions of Title VII because such agreements have a “chilling effect on the willingness and ability of individuals to come forward with information” and interfere with the EEOC’s purpose.
ii. United States Court of Appeals for Third Circuit (which has jurisdiction over Delaware, Pennsylvania, New Jersey and the Virgin Islands) has held that a separation agreement including broad release language regarding the filing of charges “in any administrative, judicial or other forum” constitutes a per se violation of the anti-retaliation provisions of ADEA, Title VII, EPA and ADA because the purpose of filing an agency charge is not to seek recovery from an employer but to inform the administrative agency of possible discrimination.


1. EEOC is becoming more aggressive and proactive in policing the prohibition on releasing the right to bring EEOC charges.

2. In this case, the EEOC sued the employer under Title VII for the pattern and practice of conditioning employees’ receipt of severance pay on “overly broad, misleading and unenforceable” release agreements that “interferes with its employees’ right to file charges with the EEOC and Fair Employment Practices Agencies and participate and communicate voluntarily with the EEOC and FEPAs.”

3. In that matter, the severance agreement stated, among other things:
   a. “I further agree never to institute any complaint, proceeding, grievance, or action of any kind at law, in equity, or otherwise in any court of the United States or in any state, or in any administrative agency in the United States”; and
   b. “I will not discuss or comment upon the termination of my employment in any way that would reflect negatively on the Company. However, nothing in this Release will prevent me from truthfully responding to a subpoena or otherwise complying with a government regulation.”

4. Per the consent decree resolving the matter, the employer agreed to revise its severance agreement and further agreed that any employees who signed the prior version could file a charge of discrimination with the EEOC free of the normal statute of limitations period.

5. This matter demonstrates that the EEOC will spend time and resources pursuing what it perceives to be overbroad release provisions and employers should be guided accordingly.
b. Claims for Workers’ Compensation Benefits.


d. Claims to challenge the Agreement or claims arising after the execution of the agreement.

e. Claims with regard to vested benefits under an ERISA governed retirement plan.

C. State Specific Requirements

New Jersey:

- Waiver must establish that party charged with waiver knew of her legal rights and deliberately intended to relinquish them. Waiver must be knowing and voluntary. Waiver is evaluated under “totality of circumstances” standard including and factors to be considered in determining whether a release was knowing and voluntary include:

  o the clarity and specificity of the release language;
  o the employee's education and business experience;
  o the amount of time the employee had for deliberation about the release before signing it;
  o the role of the plaintiff in deciding the terms of the agreement;
  o whether the employee's rights were known or should have been known when the release was executed;
  o whether the employee sought or was encouraged to seek the advice of counsel; and
  o whether the consideration given and accepted for the release exceeded the benefits to which the employee was already entitled by contract or law.

- **Therefore, release should clearly indicate claims being waived (i.e., NJLAD, CEPA, etc.) in order to demonstrate waiver of such claims was knowing and voluntary.


  o Court found release in severance agreement defective under totality of the circumstances test even though it was signed and initialed on each page by plaintiff where plaintiff testified that he was only given 5 minutes to consider the offer, he was not encouraged to discuss the offer with an
attorney and he felt pressured by the presence of the company’s Vice President.

- The Court took special note of the company’s failure, and the agreement’s failure, to encourage the employee to consult an attorney.
  - “the onus is on the employer to encourage the employee to consult with an attorney.”

California:

- The release should contain language that the employee waives rights under section 1542 of the California Civil Code, and must quote the actual code section in the release in order for the waiver to be effective. California Civil Code section 1542 states:

  “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Minnesota:

- If a Minnesota Human Rights Act release is being sought, a 15-day revocation period normally must be offered unless the release is given in settlement of a claim filed with the Department of Human Rights or another administrative agency or judicial body.

- The employee must be advised of her right to rescind in writing.

- The employee must rescind the release in writing and deliver the rescission to the released party by hand within the 15-day period or mail the rescission to the released party, postmarked within the 15-day period, via certified mail. See Minn. Stat. § 363A.31.

West Virginia:

- If a West Virginia Human Rights Act release is being sought, the waiver must be knowing and voluntary. A waiver will not be considered knowing and voluntary unless the following conditions are met:

  - The waiver is part of an agreement between the individual and the employer that is written in plain English and in a manner calculated to be understood by the average person with a similar educational and work background as the individual in question;

  - The waiver specifically refers to rights or claims arising under the West Virginia Human Rights Act;

  - The waiver does not extend to rights or claims that may arise after the date the waiver is executed;
The individual waives a right only in exchange for consideration that is in addition to anything of value to which the individual is already entitled;

- The individual is advised in writing to consult with an attorney prior to executing the agreement and is provided with the toll free telephone number of the West Virginia State Bar Association;

- The individual is given 21 days within which to consider the agreement; and

- The agreement provides that for a period of at least 7 days following execution of such agreement, the individual may revoke the agreement in writing, and the agreement shall not become effective or enforceable until the revocation period has expired.

### D. Options When Drafting

**a.** In a 2006 Western District of New York case against Eastman Kodak, the EEOC approved the following language for settlement agreements:

- “Except as described below, you agree and covenant not to file any suit, charge or complaint against [employer] in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of your employment with [employer] or separation therefrom. You further represent that no claim, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to your employment by [employer]. Nothing in this agreement shall be construed to prohibit you from filing a charge or participating in any investigation or proceeding conducted by the EEOC or comparable state or local agency. Notwithstanding the foregoing, you agree to waive your right to recover monetary damages in any charge or lawsuit filed by you or by anyone else on your behalf.

1. An employee executing a release in settlement of an existing EEOC charge or lawsuit must be given "a reasonable period of time" to consider a release.

**b. Agreements Not To Reapply.**

- Employer should consider including a provision providing that the employee agrees not to seek reemployment.

1. In the absence of such provision, if the employer later refuses to rehire the person, it could face a retaliation claim.

**c. Blue Pencil.**
i. To ensure that the release is not interpreted as overbroad and unenforceable in its entirety, the agreement should include language providing the court with authority to “blue pencil” or narrow any offending provision in the agreement to make it enforceable.

E. Words of Wisdom: Checking the Release Upon Receipt


i. In Allen v. Chanel, the employer drafted a severance agreement that contained a release provision in exchange for almost $15,000 in severance. The company pre-signed the agreement before giving it to the employee to review. The employee retyped the page that contained the release provision to mirror the version she received except immediately before a reference to discrimination claims, she replaced the word “including” to “excluding,” thereby excluding discrimination claims from the release. She did not disclose this change to the employer.

ii. The employee signed her version of the agreement, accepted the severance pay and then sued the employer for discrimination five months later. The employer attempted to defend the case by relying on the version of the release provision it provided to the employee. The court held, however, that the parties did not have a meeting of the minds regarding the scope of the release as evidenced by the employee’s edited version which manifested her intent to preserve her right to file a discrimination claim.

iii. According to the court, the “plaintiff did not knowingly, willfully and voluntarily waive her right to file a discrimination claim.”

iv. The Opinion is silent on whether the employer has any grounds to seek recoupment of the severance monies; because the agreement still effectively released other claims, recoupment may be unlikely.
Ian practices labor and employment law, representing employers across the country in both union and non-union contexts. He works closely with human resource professionals and in-house counsel to navigate the increasingly complex workplace-related rules and regulations mandated by the myriad of laws to provide creative, practical, cost-effective advice and solutions to employment issues. In the unionized area, Ian focuses on union avoidance/union organizing campaigns, representation proceedings, strikes, mass picketing, and union access disputes, collective bargaining and contract administration, arbitrations and unfair labor practice proceedings.

Ian also counsels and assists employers with respect to, among other things:

- Development and implementation of personnel policies and procedures
- Discipline and discharge of employees as well as employee leave issues
- Development and administration of Affirmative Action Plans
- Negotiation, drafting and enforcement of employment and severance agreements
- Harassment avoidance and training

Additionally, a significant portion of Ian's practice includes:

- Ensuring compliance through periodic labor and employment-relations audits
- Court appearances and administrative hearings on a variety of subjects, including wrongful discharge, employment discrimination, occupational safety and health matters (OSHA), wage and hour disputes, unemployment compensation claims, non-compete, non-disclosure and trade secret disputes

In conjunction with the firm's Tax Department, Ian provides advice...
with respect to tax implications of employment-related matters and provides extensive counseling and
guidance on employee benefits.

Ian is a member of the firm’s Executive Committee.

Beyond Fox Rothschild
Ian was a Pupil and now is a Bencher of Southern New Jersey in
the New Jersey State Bar Association/Labor & Employment Law
Section, the Sidney Reitman Employment Law American Inn of
Court, and was the Assistant Coordinator for the Camden County
Bar Association for the 1994 New Jersey State Bar Foundation
Vincent J. Apruzzese Mock Trial Competition. He lectures frequently
to various professional, civic and employer groups. Ian publishes on
employment-related topics and is often quoted on these subjects.
He is a contributing author to the American Bar Association's
treatise on The Fair Labor Standards Act, West Publishing's treatise
on Advising Small Businesses, and the ALI-ABA Manual on
Advising Clients.

Client Resources
The Leave vs. Compensation Debate: How the FMLA, NJFLA, NJ SAFE Act, NJTDB, NJWCA,
NJFLI and Employer PTO Policies Collide
This e-Book is designed to provide a general overview of the following laws pertaining to employee
leaves of absence: the federal Family and Medical Leave Act of 1993, the New Jersey Family Leave Act,
the New Jersey Workers’ Compensation Act, the New Jersey Family Leave Insurance Act and the New
Jersey Temporary Disability Benefits Law. This e-Book will also discuss in broad terms the interplay of
these laws with each other and with employer leave of absence policies.

Successful Employment Termination Strategies: How to Get Rid of the Troublesome Employee
While litigation is often unavoidable and ultimate success can never by guaranteed, the simple truth is
that practices and decisions that make sound, practical business sense are the most defensible in
litigation. An employment termination decision is, simply, a business decision with potentially significant
legal consequences that should be considered, made and implemented with the same degree of care that
attends any other comparable decision.

Honors and Awards
• Named as a leading labor and employment attorney in New Jersey, Chambers USA (2013)

In The News
• Quoted, “NJ Top Court Backs Stronger Bias Laws,” The Philadelphia Inquirer (July 18, 2013)
Featured, “SNJBP Asks the Legal Experts at Fox Rothschild: Collective Bargaining Negotiations Becoming Increasingly Difficult as a result of the Unknown Costs and Impact of Obamacare,” South New Jersey Business People (December 1, 2012)
Featured, “NJ High Court Reins In Defense Against Late-Filed Cases,” Law360 (June 21, 2012)
Quoted, “Sloppy Recordkeeping Can Lead Practices to Trouble with OSHA,” American Medical News (November 7, 2011)
"Ian Meklinsky of Fox Rothschild Presents on Complying With New Paid Family Leave Mandate in New Jersey," (November 23, 2009)
"Paid Family Leave Details Outline for Chamber," Cape May County Herald (February 4, 2009)
"Heavy Handed," Daily Business Review - Miami, FL (June 27, 2008)
"Workers surprised by shutdowns may have little recourse," Baltimore Sun (December 5, 2007)

Articles / Publications

Author, “The Cost of Getting Sick,” MidJersey Business Magazine (September 2013)
Author, “NJ Legislature To Take On Enforcement of Non-Competes,” New Jersey Human Resources Blog (April 12, 2013)
Co-author, “You Settled Your Case and the Other Part is Breaching the Settlement Agreement… Now What?” New Jersey Labor and Employment Law Quarterly (April 2013)
Co-author, "NJ Department of Labor Officially Adopts New Rounding Rule Based on Federal Counterpart," Labor & Employment Department Alert (January 2011)
"Supreme Court of New Jersey Holds that Striking Workers Can Collect Unemployment Compensation," Labor & Employment Alert (February 2009)
• “Posting And Notice Requirements for New Jersey Paid Family Leave,” New Jersey Business & Industry Association (January 2009)

• “New Jersey Enacts a Paid Family Leave Act (Mercer Business),” Mercer Business (October 2008)

• “New Jersey Moves to the Front of the Paid Time Off Line,” Labor & Employment Department Alert (May 2008)

• “N.J. Moves To The Front Of The Paid Time Off Line,” Employment Law360 (April 09, 2008)

• “New Jersey Enacts a Paid Family Leave Act,” NJ Labor & Employment Law Quarterly (Spring 2008)

• “The Benefits Of Employee Handbooks (Employment Law360),” Employment Law360 (February 04, 2008)

• “The Benefits of Employee Handbooks,” NJBIZ (April 23, 2007)

• “Mindful Monitoring,” Security Management (April 2007)

• “Employers and the Civil Union Law,” New Jersey Lawyer (March 26, 2007)

• “Your Employee Leave Policy,” New Jersey Lawyer (March 20, 2006)

• “Avoiding EmploymentLitigation Through Effective Recruitment and Hiring,” NJ Business Magazine (March 2006)

• “Does your Company’s Employment Release Cover all the Bases?,” The Metropolitan Corporate Counsel (March 2005)

• “Reconciling Employee Leave Policies with Overlapping State and Federal Laws,” NJ Business Magazine (June 2004)

Speaking Engagements / Presentations

• Speaker, “Drafting Enforceable Employee Severance Agreements,” Strafford Webinar (February 19, 2014)


• Speaker, “Managing Employee Leave of Absence,” Fox Rothschild LLP (October 1, 2013)

• Speaker, “Labor and Employment Law 101,” Mount Holly, NJ (June 6, 2013)

• Speaker, “Surviving the OSHA Inspection and Citation Process,” Fox Rothschild LLP, Philadelphia, PA/Simulcast (May 7, 2013)


• Faculty, “Employee Severance Agreements: Latest Guidance for Employment Counsel,” Stafford Webinar/Teleconference, webinar (February 22, 2012)

• Speaker, "New Jersey Department of Labor 2011 in Review," Fox Rothschild LLP, Roseland, NJ (February 1, 2012)
- Speaker, "Since When Do We Work in the People's Republic of New Jersey?," NJCCA's 9th Annual Full Day Conference, Whippany, NJ (September 23, 2011)
- Tweets & Turns: Negotiating the Impact of Social Media on the Workplace for CPAs," Fox Rothschild LLP: CPEs for CPAs - Fall 2010, Lawrenceville, NJ (October 27, 2010)
- Panelist, "Legal and Ethical Pitfalls in E-Discovery & The Second Coming of Zubelake," The New Jersey Institute for Continuing Legal Education, New Brunswick, NJ (July 12, 2010)
- Speaker, "The Do's and Don'ts of Interviewing and Documenting the Employment Relationship and the Impact of Social Networking on the Workplace," Mercer County Dental Society, (May 18, 2010)
- "Employment Law for Law Firms," New Jersey Institute for Continuing Legal Education (February 17, 2010)
- "The Revised Family and Medical Leave Act Final Regulations -- effective January 16, 2009 -- What Employers Need To Do Immediately To Comply," Lawrenceville, NJ (February 26, 2009)
- "Employment Litigation Avoidance," Mercer County Dental Society (October 21, 2008)
"Is It Time for an Unfair Dismissal Act?," FMCS (May 2, 2008)
"Expert Testimony and Damages," Mercer American Inn of Court (March 12, 2008)
"Employee Privacy in the Workplace - What's an Employer to Do?," CPEs for CPAs, Lawrenceville, NJ (October 31, 2007)
"COBRA and HIPAA Compliance for Employers," Corporate Synergies 2007 Fall Institute (September 25, 2007)