

FOR SETTLEMENT PURPOSES ONLY / SUBJECT TO RULE 408

[Sender Name]
[Sender Address]
[City, State, Zip Code]
[Email Address]
[Phone Number]

[Date]

[Employer Name]
[Recipient Name/Legal Department]
[Employer Address]
[City, State, Zip Code]

RE: Notice of Claims and Settlement Offer - [Your Name] v. [Employer Name]

Dear [Name of Contact],

Please be advised that I am writing to formally address the circumstances surrounding my termination from [Employer Name] on [Date of Termination]. I believe my discharge was a direct result of unlawful retaliation following [state the protected activity, e.g., my report of safety violations / my complaint regarding unpaid overtime / my request for FMLA leave].

Summary of Facts

I began my employment with [Employer Name] on [Start Date] as a [Job Title]. Throughout my tenure, I performed my duties competently. However, on [Date], I engaged in a protected activity by [describe the specific protected action taken]. Shortly thereafter, on [Date], I was terminated. The proximity in time between my protected activity and the adverse employment action strongly supports a prima facie case of retaliation under [mention applicable law, e.g., Title VII, the FLSA, or State Labor Code].

Legal Claims

Based on the evidence, I am prepared to pursue formal legal action for:

1. Retaliatory Discharge in violation of [Law Name];
2. [Optional: Breach of Contract];
3. [Optional: Violation of Public Policy].

Settlement Demand

While I am prepared to file a formal complaint with the [EEOC/State Agency] and proceed to litigation, I believe a pre-litigation resolution is in the best interest of both parties. To resolve all potential claims, I am prepared to sign a full release of liability in exchange for the following:

- A lump-sum payment of \$[Amount], representing [Number] months of back pay and compensatory damages;
- Neutral employment reference for future employers;
- Agreement not to contest any unemployment insurance claims.

Conclusion

This offer is a good-faith attempt to resolve this dispute efficiently. This offer will remain open until [Time] on [Date]. If we cannot reach an agreement by this time, I will proceed with all available legal remedies.

I look forward to your prompt response.

Sincerely,

[Your Signature]

[Your Printed Name]