

CONFIDENTIAL FOR SETTLEMENT PURPOSES ONLY

[Date]

[Recipient Name]

[Title]

[Company Name]

[Address]

[City, State, Zip Code]

RE: Settlement Offer Regarding Wrongful Termination of [Employee Name]

Dear [Recipient Name],

This letter is regarding the termination of [Employee Name]'s employment on [Termination Date]. As previously discussed, we contend that the termination was a direct act of retaliation following [Employee Name]'s protected disclosure of [Brief Description of Whistleblower Activity, e.g., safety violations/financial fraud] on [Date of Disclosure].

We believe these actions constitute a violation of [State/Federal] whistleblower protection laws and wrongful termination in violation of public policy. While my client is prepared to pursue formal legal action and a report to the [Relevant Agency, e.g., OSHA/SEC], we are open to resolving this matter through a formal settlement agreement.

To avoid the costs and risks associated with litigation, my client proposes the following settlement terms:

- **Monetary Compensation:** A lump sum payment of \$[Amount], representing back pay, front pay, and compensatory damages for emotional distress.
- **Benefits:** Compensation for lost benefits and COBRA premiums for a period of [Number] months.
- **Neutral Reference:** A formal agreement that the company will provide a neutral reference and confirm only dates of employment and position held.
- **Non-Disparagement:** A mutual non-disparagement agreement between both parties.
- **Record Correction:** Amendment of personnel files to reflect a "voluntary resignation" rather than a termination.

In exchange for these terms, [Employee Name] will execute a full and final release of all claims against [Company Name].

This offer is valid until [Time] on [Date]. We look forward to your prompt response to resolve this matter amicably.

Sincerely,

[Your Name/Signature]

[Your Title/Law Firm]

[Phone Number]

[Email Address]