

[Attorney Name]  
[Law Firm Name]  
[Address]  
[City, State, Zip Code]

**FOR SETTLEMENT PURPOSES ONLY / SUBJECT TO RULE 408**

[Date]

[Opposing Counsel Name]  
[Opposing Firm Name]  
[Address]  
[City, State, Zip Code]

**Re: [Plaintiff Name] v. [Employer Name]**  
**Case No.: [Case Number]**

Dear [Opposing Counsel Name],

We represent [Employer Name] in the above-referenced matter. While our client maintains that [Plaintiff Name]'s termination was based on legitimate, non-retaliatory business reasons and denies all allegations of wrongdoing, [Employer Name] is interested in resolving this dispute to avoid the continued costs and distractions of litigation.

On behalf of our client, we submit the following settlement offer:

- **Monetary Consideration:** A total gross payment of \$[Amount], representing [Breakdown of wages vs. emotional distress/damages].
- **Release of Claims:** A full and general release of all claims, known or unknown, arising out of the employment relationship or the termination thereof.
- **Confidentiality:** A strictly confidential agreement regarding the existence and terms of this settlement.
- **Non-Disparagement:** A mutual non-disparagement provision.
- **No Re-employment:** An agreement that the Plaintiff will not seek future employment with [Employer Name] or its affiliates.

This offer is contingent upon the execution of a formal Settlement Agreement and Release containing terms acceptable to our client. This offer shall remain open until [Time] on [Date], at which point it will be deemed withdrawn.

We look forward to your response.

Sincerely,

[Your Name]  
[Law Firm Name]