

**PRIVILEGED AND CONFIDENTIAL
FOR SETTLEMENT PURPOSES ONLY**

Date: [Date]

To: [Name of Employer/Legal Counsel]
[Company Name]
[Address]

Re: Settlement Offer Regarding Termination of [Employee Name]

Dear [Name],

This letter is a formal proposal to resolve all claims relating to the termination of [Employee Name]'s employment on [Date of Termination]. Based on the facts of the case, we believe the termination was a direct result of retaliation following [Employee Name]'s protected activity, specifically [describe activity, e.g., filing a complaint/whistleblowing].

To avoid the costs and publicity of formal litigation regarding wrongful termination and retaliation, [Employee Name] is prepared to release [Company Name] from all potential claims in exchange for the following terms:

- **Monetary Payment:** A total settlement amount of \$[Amount], representing back pay, compensatory damages, and emotional distress.
- **Neutral Reference:** An agreement that the company will provide only dates of employment and position held to future employers.
- **Mutual Non-Disparagement:** Both parties agree not to make negative statements about one another.
- **Confidentiality:** Both parties agree to keep the existence and terms of this settlement strictly confidential.

This offer is made for settlement purposes only under [Insert State/Federal Rule of Evidence, e.g., FRE 408] and does not constitute an admission of liability.

This offer will remain open until [Date/Time]. We look forward to your response.

Sincerely,

[Your Name/Attorney Name]
[Title]
[Contact Information]