Montreal, \_\_\_\_\_\_, 201\_\_ **Without Prejudice**

**By Mail/email/bailiff**

**PREVIOUS EMPLOYER Inc.**

\_\_\_\_\_\_\_\_\_\_\_ Street

City, Quebec

HXX YYY

ATTN: Mark Cohen, President

**Re**: Client v. Previous Employer Inc.

Madame, Sir,

We represent the interests of Mr. \_\_\_\_\_\_\_\_\_\_\_(*Client Name*) from whom we have received instructions to serve the present demand letter to you for your immediate attention and action.

As you know our client was solicited through the intermediary of your recruitment agency at the time, namely \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*recruiter name*) of \_\_\_\_\_\_\_\_\_\_\_\_ (*recruitment agency*), on or around \_\_\_\_\_\_\_\_\_\_\_ (*recruitment date*).

The agency approached and coordinated interviews for our client with your company, the former having been retained as \_\_\_\_\_\_\_\_\_\_\_(*enter position filled*) commencing \_\_\_\_\_\_\_\_\_\_\_(*date of commencement*).

After \_\_\_\_ months with your company our client’s employment was terminated effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*termination date*), with vague and unjustified reasons invoked in support thereof.

Furthermore, concomitantly with the termination of our client’s employment, you offered him an additional compensatory payment equivalent to \_\_\_\_\_ months of his base salary in exchange for a general release of claims in the amount of $\_\_\_\_\_.00 (the “**Offer**”). As you are aware, our client refused the Offer and signature of the full and final release document tendered therewith.

That you actively solicited our client for the (senior) position of V.P. Finance coupled with the unjustified termination thereof have uprooted and altered the course of our client’s professional career causing irreparable harm thereto as evidenced by way of his continued inability to secure employment since his dismissal from your company.

In consequence of the foregoing, our client was justified in refusing your Offer as it is entirely insufficient. Our client always performed his tasks with utmost diligence which was manifest throughout his time with you.

For the reasons cited hereinabove and in an attempt to settle the present matter for all intents and purposes and without court intervention, our client is hereby prepared to sign a full and final release similar to the one tendered with the termination of employment documents on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, in exchange for an additional payment equivalent to \_\_\_\_\_ year(s) compensation in the amount of $\_\_\_\_\_\_\_.00, calculated as follows: $\_\_\_\_\_\_.00 for unpaid benefits under the costs-plus program, $\_\_\_\_\_\_\_.00 for salary, $\_\_\_\_\_.00 for car allowance, $\_\_\_\_\_\_\_\_\_ for bonus equal to 15% of annual base salary and $\_\_\_\_\_\_\_\_.00 for foregone RRSP match over said period.

Our client demands confirmation from you within FORTY-EIGHT (48) hours following receipt of the present letter that said amount will be paid within TEN (10) days hereof. Failure to receive confirmation before said 48 hour delay shall result in us immediately instituting proceedings against you without notice and entirely at your costs.

**DO GOVERN YOURSELVES ACCORDINGLY.**