[COMPANY LETTERHEAD]

[ADDRESSEE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[CITY, STATE, ZIP CODE]

[DATE]

**Termination Letter**

Dear [NAME],

We regret to inform you that your employment with [EMPLOYER’S NAME], a [*STATE OF INCORPORATION/LOCATION*] [corporation/entity], will end [immediately/effective [DATE]] (the “**Effective Date**”). This decision is [based on [*REASON FOR TERMINATION*]] and was communicated to you [today/on [DATE]].

In line with Section [NUMBER] of your [NAME OF EMPLOYMENT AGREEMENT], this letter serves as official notice of your termination [for Cause] and initiates [*DESCRIPTION OF ANY CONTRACTUAL BENEFITS OR OBLIGATIONS OWED UNDER THE EMPLOYMENT AGREEMENT*].

Except as expressly outlined in this letter, the Effective Date will serve as your termination date for all purposes. Following this date, you will no longer be eligible for any further compensation, payments, or benefits from [EMPLOYER NAME], including participation in any benefit plans or programs offered by [EMPLOYER NAME].

Your final paycheck, which will include your regular pay [and any applicable overtime as required by law], [along with accrued but unused PTO, vacation, and sick days/without any unused, forfeited PTO, vacation, or sick days], and subject to all required withholdings and deductions, will cover the period through [EFFECTIVE DATE OF TERMINATION]. This payment will be issued on [DATE] via [*METHOD OF PAYMENT, e.g., direct deposit or mailed check*].

[If you elect COBRA continuation coverage under [NAME OF EMPLOYER’S GROUP HEALTH PLAN] within the required timeframe, you will be responsible for paying the same rates as active employees, as adjusted from time to time, for a period of [NUMBER] months. After this period, you may continue your coverage under COBRA but will be responsible for the full COBRA premium for the remainder of the applicable continuation period.]

In addition, we are offering [NUMBER OF WEEKS/LUMP SUM] of severance pay, contingent upon your execution, non-revocation, and compliance with the enclosed Separation and Release of Claims Agreement (the “**Separation Agreement**”). To receive the severance benefits, please review, sign, and return the fully executed Separation Agreement no later than close of business on [DATE] via [email/fax/overnight delivery/[OTHER METHOD OF DELIVERY]].

You will then have an additional seven days to revoke your signature before the Separation Agreement becomes effective.

We strongly encourage you to carefully review the Separation Agreement before signing. If you have any questions during your review, please contact [EMPLOYER CONTACT]. Additionally, you may wish to consult with an attorney to fully understand the terms of the agreement.

By the Effective Date, you must return all [EMPLOYER NAME] property in your possession. This includes, but is not limited to, identification cards or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, and any other [EMPLOYER NAME] property and information. Please ensure these items are returned to [EMPLOYER CONTACT] no later than the Effective Date.

On [DATE], you executed [NAME OF AGREEMENT], a copy of which is enclosed. This agreement included the following provisions:

• [*PROVISION ONE, e.g., Non-Compete, Non-Solicit, or Non-Disclosure Clause*]

• [*PROVISION TWO, e.g., Non-Compete, Non-Solicit, or Non-Disclosure Clause*]

• [*PROVISION THREE, e.g., Non-Compete, Non-Solicit, or Non-Disclosure Clause*]

[Additionally, on [DATE], you reaffirmed these obligations in [NAME OF AGREEMENT], a copy of which is also enclosed.]

[This agreement/These agreements] survive your employment with [EMPLOYER NAME] and remain in effect [until [DATE]/indefinitely]. Furthermore, under applicable state law, you have a continuing duty of loyalty, which prohibits you from disclosing [EMPLOYER NAME]’s confidential or trade secret information during and after your employment.

[EMPLOYER NAME] is prepared to enforce its rights to the fullest extent if you choose to breach any of these agreements or duties. Additionally, [EMPLOYER NAME] expects you to inform any new employer about these continuing obligations.

[Simultaneously, we are sending correspondence to [NEW EMPLOYER NAME] outlining these obligations. We expect that [NEW EMPLOYER NAME] will honor these obligations and refrain from inducing any breach or benefiting from a breach. Should there be any suspicion of a violation by you or inducement of such by your new employer, [EMPLOYER NAME] will take all necessary action to enjoin the breach and seek full compensation for any resulting harm.]

If you have any questions regarding this letter or the agreement[s] referenced herein, please contact [NAME] at [TELEPHONE NUMBER/EMAIL ADDRESS]. Kindly acknowledge your receipt of this letter by signing below[, and return a copy to [EMPLOYER NAME] at [ADDRESS]].

Yours sincerely,

……………………………………………………….

[NAME]

On behalf of [NAME OF EMPLOYER]

**Acknowledged and Agreed**:

Signed: ……………………………………………..

[NAME OF EMPLOYEE]

Date: ……………………………………………..