MONACO SOLICITORS

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Dear Sir or Madam

**Free Legal Letters and Documents: Templates and Examples**

Many thanks for visiting Monaco Solicitors’ website. We attach copy of the document that you asked for and hope you will find it useful.

If we can be of any further help, please do get in touch by ‘phone or via our website.

Yours faithfully

Monaco Solicitors

**MONACO SOLICITORS - Without prejudice letter:**

**Sham redundancy selection**

[Company]

[Address]

[Date]

**WITHOUT PREJUDICE**

Dear Sirs

[Employee]**–** Constructive Dismissal

We write further to our without prejudice call yesterday ([Company]/[Lawyer name]) and we enclose herewith email evidence of constructive dismissal, strictly on a without prejudice basis, as requested.

Also enclosed for your ease of reference is the resignation letter of [Employee] which sets out the reasons why she resigned – due to being ordered to perform a redundancy selection process which was clearly unlawful, whereby  [Employee] was presented with list of individuals to be made redundant before the ‘selection process’ had even begun.

She was asked to instigate a sham selection process whereby employees were ‘scored’ based on seemingly objective criteria, when in fact the decision had already been made by management as to who should be made redundant. This is highly unusual, unethical and unlawful and our client had no choice but to resign.

On a side note, we would be interested to note the legal status of the compromise agreements of the 25 or so staff who accepted the 2 months’ redundancy pay in these circumstances, should this matter ever result in a Tribunal judgment – we suspect that they may all have claims against [Company] for misrepresentation and unfair dismissal, with a value in excess of the settlement sums paid already.

There is also claim for indirect disability discrimination under the Equality Act 2010, whereby no reasonable adjustments were made in respect of [Employee] condition MS, which is undoubtedly a disability. Whilst [Employee] acknowledges your [Manager]  sympathetic words to [Employee] by a call from Israel, she only met him in person four times in total, and she felt uncomfortable voicing her concerns to him in relation to this very sensitive health matter.

As a large multinational organisation, you should have done much more to assess the impact of her condition and to unilaterally make allowances for that, for example suggesting that she worked from home more often, rather than to instruct her to work away from home less upon her discharge from the hospital. Should this matter proceed to trial, it will become clear what formal steps, if any, [Company] took to alleviate our client’s very substantial concerns regarding her MS and the increased workload which she was given.

Of course, the only winners in litigation are the lawyers and therefore [Employee] would be willing to settle this matter amicably for the sum of 6 months’ wages tax-free. Her annual income was basic salary of £59,600 + car allowance of £7,860 + bonus of 8% of basic (£4,768) = £72,228. Therefore 6 months’ money = £36,114.

This figure is based on the strength of the claim, and represents a significant reduction for [Employee], as it does not take into account damages for injury to feelings, the basic award, or any compensatory award over 6 months money, not to mention management time, legal spend and the possibility of satellite litigation. Settlement by compromise agreement also means that neither party would have to pay income tax or NI, which would be payable after a Tribunal judgment.

The time limits which exist in English employment law are such that we are currently having to prepare an ET1 Tribunal claim to issue in the next few days, in order to preserve our client’s position and to facilitate agreement of wording of a compromise agreement if necessary. Please therefore contact us at your earliest convenience to discuss settlement and avoid an escalation in legal fees (and therefore settlement amount).

Yours faithfully,

[Lawyer name]