

Negotiation Matrix

Key Negotiation Angles

Documentary Inconsistency

Highlight explicit contradictions between the employer's stated reason for termination and its own written records, including prior performance reviews, task approvals, and internal communications. Prior positive reviews and bonus awards can also document those contradictions.

Operational Disconnect

Contrast the employer's high-level claims with the actual day-to-day understanding and practices of frontline staff and management.

Disparate Treatment

Identify substantially similar situations involving other personnel in which the same conduct was tolerated, ignored, or handled differently.

Policy vs. Practice

Demonstrate the gap between formal written policies and how the company historically applies them.

Use contradictions in the employer's account to increase the price of the release; use the scope of its requested restrictions to increase the price of those restrictions.

Employer demands for business protection are bargaining points to exchange for mutual non-disparagement, severance tied to restriction scope and duration, and agreed reference terms.

Value exists in many forms and are not necessarily standardized. Companies love to differentiate their value ad from their peers, creating additional pathways for value extraction unique to that company. A no to higher cash consideration is not a no to more equity. Change the ask, not the goal.

Tradeable Considerations

The below matrix contains considerations relevant to any severance negotiation. The goal is to provide a simple matrix that features commonly negotiated issues and organize them in an easily referenceable matrix to drive productive negotiations.

For example, you can expect your employer to remain firm on a one-sided non-disparagement clause and reject your attempt to make it a reciprocal clause. You might find it odd and it may strike you as previewing ill-intent but their reasons may be something entirely different. State your objection. Acknowledge the elephant in the room. Then increase your ask on something else of value to balance out the demand. The goal is never to make the negotiation hostile or antagonistic but rather to establish that they must work for everything they want. This won't be a cakewalk.

Category	What They Want	What You Counter	Strategic Value
Documentary Inconsistency Release of claims supported by contradictions between the termination explanation and written records	Increased cash severance, disputed compensation payment, or both	Prior reviews, approvals, and internal communications make the employer's explanation harder to defend.	
Operational Disconnect Resolution of the dispute without litigating the employer's account against firsthand employee testimony	Payment of disputed bonus or variable compensation	Actual workflows and decision-making can undermine the employer's stated justification for withholding payment.	
Disparate Treatment Release of claims arising from materially different treatment of comparable personnel	Increased severance and removal of adverse termination characterizations	Substantially similar situations handled differently weaken the employer's justification.	
Policy vs. Practice Settlement of disputes over inconsistent policy enforcement	Withdrawal of asserted forfeiture, repayment, or "for cause" consequences	Established practices can undermine reliance on a written policy selectively invoked at termination.	
Financial & Cash Flow Lower Lump-Sum Cash Settlement	100% Upfront Cash Payment (No Installments)	Trades total dollar amount for immediate liquidity, removing long-term solvency or default risk.	

Category	What They Want	What You Counter	Strategic Value
Financial & Cash Flow Extended / Installment Payment Schedule	15–25% Premium on Total Cash Severance	Requests a premium for acting as the company's creditor while waiting for delayed payouts. The range is an illustrative opening request.	
Tax & Payment Structure Single Lump-Sum Payment	Payments Scheduled Across Tax Years	Payment timing is a negotiable term. Splitting payments across December and January may affect your tax position; confirm the effect with a tax adviser before counting on any savings.	
Tax & Payment Structure Standard W-2 Severance Payroll	Separately Negotiated Consulting Engagement	A genuine transition-services arrangement, with real work and its own terms, can be negotiated alongside severance. Wage and severance payments stay on payroll; they are not relabeled as 1099 income.	
Tax & Payment Structure Uncovered Legal Fees or Taxable Benefit Values	Tax Gross-Up & Direct Legal Fee Coverage	Requests that the employer cover added income tax on non-cash benefits or pay legal fees directly.	
Equity & Governance Immediate Termination of Equity Grants	Accelerated Equity Vesting	Requests partial or full acceleration of unvested options or RSUs through the current quarter or year.	
Equity & Governance Standard 90-Day Option Exercise Deadline	Extended Option Exercise Window (1–7 Years)	Avoids forced out-of-pocket exercise by extending the window, up to the original grant term, subject to plan terms.	
Restrictive Covenants Acceptance of additional post-termination restrictions Broad Non-Compete (Geographic/ Industry)	Additional severance tied to their scope and duration Salary Continuation Matching the Covenant Duration	Restrictions on future earning capacity carry an economic price. Negotiating position: if the company restricts your ability to earn, ask it to pay baseline income for that same period. Enforceability and any pay requirement depend on jurisdiction and agreement terms.	

Category	What They Want	What You Counter	Strategic Value
Restrictive Covenants Strict Non-Solicitation (Clients & Staff)	Client Carve-Outs / Waiver of Non-Solicit	Requests written exemptions for specifically named client accounts where the firm has no active business.	
Reputation & Reference Non-disparagement commitment Unilateral Non-Disparagement	Mutual non-disparagement, agreed reference language, and standardized prospective-employer responses Mutual Non-Disparagement + Liquidated Damages Clause	The employer receives reputational protection while the employee secures protection for future employment. Requests a mutual clause with an agreed amount per breach (for example, \$5,000–\$25,000) as a negotiating term; enforceability depends on the agreement and governing law.	
Reputation & Reference Standard "HR Employment Verification Only"	Agreed Written Reference Letter + Designated Contact	Bypasses terminating managers with conflicts and designates a supportive senior contact.	
Reputation & Reference Immediate Website / Directory Removal	30-Day Transition Window + Custom Forwarding	Maintains professional continuity during a job search and prevents sudden client alarm.	
Career & Standing Standard / Low-Value Outplacement Agency	Direct Cash Outplacement / Executive Coaching Allowance	Requests conversion of agency services into a cash stipend for a private executive coach (for example, \$10,000–\$25,000).	
Career & Standing Immediate Lapse of Professional Support	Conference & Professional Dues Coverage	Requests employer payment of licensing fees, association dues, and conference costs for a set period, such as 12 months.	