

Final Case Strategy for John Doe vs. ExampleCompany GmbH

Date: March 25, 2023

Objective:

To ensure a favorable judgment for John Doe in his wrongful termination lawsuit against ExampleCompany GmbH, in accordance with German employment law.

Strategy Overview:

1 1 Presentation of Evidence:

- Introduction of John Doe's employment contract, highlighting the breach of §622 BGB, which mandates the statutory notice period that was not observed.
- Presentation of the termination letter as evidence of non-compliance with the Kündigungsschutzgesetz (KSchG), specifically the lack of social justification required under §1 KSchG for terminations.

1 2 Legal Arguments:

- Argumentation that ExampleCompany GmbH's termination of John Doe's employment lacks the social justification required by §1 KSchG.
- Emphasis on the abrupt nature of the termination and the failure to consult with the works council in accordance with §102 BetrVG, if applicable.

1 3 Negotiation Stance:

- Aim for a settlement that reflects the potential damages and remedies under German law, including severance pay calculated according to §10 KSchG and possible reinstatement under §9 KSchG.
- Should negotiations fail, prepare for mediation or litigation, stressing the strong legal position of John Doe and the precedents set by the Bundesarbeitsgericht (Federal Labour Court) on similar cases.

1 4 Trial Preparation:

- Identification and preparation of witnesses, including colleagues who can attest to the lack of prior warning or justification for the termination.
- Compilation of a comprehensive timeline of events leading to the termination, including any relevant communications and actions taken by the employer.

Expected Outcome:

The strategy is designed to maximize the chances of reaching a favorable settlement for John Doe or, if necessary, securing a positive verdict at trial. The legal basis for the claim is strong, supported by the infringement of specific provisions in the KSchG and BGB, which provide clear guidelines on termination procedures and employee protections.

Signature:

Jonathan Smith