

Subject to Evid.R. 408

July 31, 2019

VIA EMAIL ONLY: ag@gertsburglaw.com

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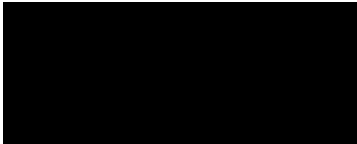
**Re: [REDACTED] [REDACTED] – Wrongful Termination
NOTICE TO PRESERVE AND PROTECT INFORMATION (INCLUDING ESI)**

Dear Alex:

You already know who I am from my representation of [REDACTED] [REDACTED]. I have also been retained by [REDACTED] [REDACTED] in connection with her wrongful termination from your firm on or about June 7, 2019. Please direct all future correspondence and communication regarding this matter to my attention.

[REDACTED] has no desire to litigate at this point, and I've advised her that these types of cases can get ugly fast. But rest assured that I will file suit if we can't come to a reasonable resolution. Here are the facts as I understand them.

[REDACTED] was referred to GLF for an interview on Friday, March 10, 2017, by a temp agency. According to her, the interview went so well that you called her back later that day to tell her she was hired. She started the following Monday, March 13, 2017, making \$ [REDACTED] hour. My understanding is that she was hired as an [REDACTED] [REDACTED] and that her job responsibilities included, among other things, opening files, assisting with drafting pleadings, e-filing documents, handling mail, and helping with answering phones.



After speaking with [REDACTED] at length about her employment at your firm, I am not aware of any negative issues concerning her performance at GLF. As I understand it, she had a one-on-one review with you in March 2018 during which she received only positive feedback. You also indicated that she would be getting a raise, but that apparently never happened.

At some point last year, you hired [REDACTED] [REDACTED] [REDACTED] a role very similar – if not identical – to that of [REDACTED]. It will be undisputed that [REDACTED] is vastly more experienced than [REDACTED] [REDACTED] yet you started [REDACTED] [REDACTED] at a rate significantly higher than [REDACTED]. Indeed, as I write this letter, I'm looking at [REDACTED] resume and comparing it to [REDACTED] bio on your website. Suffice it to say, I will be very interested in learning how you determined that [REDACTED] [REDACTED] deserved to be paid more than my client.

In any event, fast forward to June 7, 2019. You called [REDACTED] into the conference room at around 11:30 a.m. that morning and told her that she was being let go that day because your firm "did not have enough money coming in" to continue paying her. You told her she would receive two weeks' pay and severance pay and that she should file for unemployment. Always the consummate professional, [REDACTED] did not leave right away, but instead continued working until 1:00 p.m. when she left for a doctor's appointment. You paid [REDACTED] through June 15, 2019, but she has received no further compensation from GLF. Rather, you sent her a separation agreement on or about June 21, 2019. That letter was dated June 21st, but she did not receive it until June 27, 2019.

As a threshold matter, please be advised that your proposed separation agreement is hereby rejected. Additionally, and as noted in the regarding line above, this letter shall serve as formal notice that you and GLF are to preserve and protect any and all information and documents that may be relevant to [REDACTED] employment termination, our forthcoming lawsuit, any matters related thereto, etc. This includes, but is not limited to, all electronically-stored information (ESI) (i.e., emails, texts, instant messages, and other electronic documents).

With that said, I believe you have real exposure here for, among other things, discrimination based on race, national origin, and age ([REDACTED] is over 40 and [REDACTED] [REDACTED] is under 40). The big problem you have is that after telling [REDACTED] she was being let go due to your firm's supposed financial issues, you posted that her position was available on Facebook exactly one week after terminating her. (See Ex. A enclosed herewith.)

The fact pattern here is not good. You terminated a black woman from a different country and over the age of 40 while keeping a white woman from America under the age of 40. Moreover, and as I said before, not only is [REDACTED] much more qualified than [REDACTED] she was also a cheaper employee. And in light of the Facebook post, the purported financial issues and/or any other non-discriminatory reasons you come up with will be seen merely as pretexts.

I'm not going to belabor this any further. You are a professional and you know how this works. You and I both know that this case – like any wrongful termination case – will not be pretty and will get ugly fast. Among other things, you will be named as a co-defendant along with your firm, I already have a laundry list of people I'll need to depose from GLF, and the written and electronic discovery process will be incredibly invasive to your business operations. In addition, you and I also know that you'll never prevail on summary judgment here. But not because your firm isn't capable of drafting a good motion,

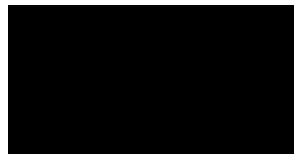


I'm sure you are. Rather, there are very clear issues of material fact here as set forth above and in light of the enclosed job posting. Bottom line: this case will be tried to a jury if we can't resolve it.

Considering everything I've outlined above, our demand to settle the case pre-suit is \$35,000. I view this as approximately a half year's salary, plus consideration for compensatory damages and attorney's fees. I think \$35,000 is more than a fair and reasonable offer to resolve this matter pre-suit.

You have until August 14, 2019 to consider our proposal and respond before I file suit. Come August 15th, this offer will be rescinded. I look forward to hearing from you.

Very truly yours,



Enclosure
cc: Client (via email)