



August 13, 2019

Via e-mail

[REDACTED]
[REDACTED]
Chagrin Blvd
Pepper Pike, Ohio 44122

Re: [REDACTED] - Response To Settlement Demand

Dear [REDACTED]:

This will respond to your letter of July 31, which is the most transparent and frankly disappointing shakedown that I've read in eighteen years of practicing law. You emphasize twice how "ugly" this case will get without bothering to check your facts, or even inviting us to discuss them with you so you can perform a proper investigation prior to demanding \$35,000 from us. You focus instead on extracting a settlement, all so that we can avoid your "laundry list" of depositions, your getting through summary judgment to a jury trial, your naming me personally as a defendant, and the optics of "terminating 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."

The problem is that there is zero substance to your letter. Your facts are wrong and you don't cite a single case, a single statute, a single regulation. You don't describe the pleading requirements you must meet, which you obviously haven't researched and cannot meet under Rule 11. It's all fluff. I genuinely thought your firm was better than that. This is beneath our profession.

First, you're simply wrong on the facts:

- You write: "you hired [REDACTED] into a role very similar – if not identical – to that of [REDACTED]." Not accurate. [REDACTED] was hired to perform legal assistant *and* paralegal *and* office manager responsibilities, and that's exactly what she has done for the firm since Day 1. [REDACTED] was hired to be a [REDACTED], nothing more, and performed very few additional responsibilities at the firm beyond that.
- You write: "it will be undisputed that [REDACTED] is vastly more experienced than [REDACTED], yet you started [REDACTED] at a rate significantly higher than [REDACTED]." Not accurate. Nearly every word here is false. First, [REDACTED] is not more experienced because [REDACTED] ran businesses and served as a property manager for [REDACTED], all of which served precisely the



expanded roles of business paralegal and office manager that she performed at the firm. Second, ██████████ was paid \$17 per hour and ██████████ was paid \$16 per hour, which is hardly “a rate significantly higher than ██████████”. Third, you neglect the fact that the firm had to pay ██████████’s benefits but not ██████████’s *and* had to pay an additional \$8,640 to ██████████’s recruiter as a hiring fee. ██████████’s cost to the firm was therefore significantly more than ██████████’s.

- You write that there were no “negative issues concerning [██████████]’s] performance at GLF.” Not accurate. In March, ██████████ announced to the firm, without requesting any leave, that she was going to work for a CPA firm through tax season, which was less than professional and I discussed that with her. During her leave of absence, she came into the office to perform some catch-up work and to distribute mail, but failed to actually distribute it correctly, resulting in missed litigation notices. I discussed that with her as well. Following her return to work in mid-April, her turnaround time for tasks slowed down significantly, her work became sloppy, and nearly every attorney in the firm stopped giving her assignments, preferring to do their secretarial work themselves. You’re welcome to verify this in the “laundry list” of depositions you’re threatening to take, or you could have simply made a diligence call before demanding \$35,000. A little homework on your part would have been appropriate.
- You write that I told ██████████ “she was being let go that day because your firm ‘did not have enough money coming in’ to continue paying her.” Not accurate. I told ██████████ that the firm couldn’t afford to keep her and that is exactly true. ██████████’s compensation was not justified by her performance and her output; we were paying her for work product and quality we were not getting. It is true that I did not go into her performance issues on the day we terminated her because I genuinely liked ██████████ and wanted to spare her feelings. That is neither improper nor illegal nor discriminatory.

Second, you are wrong on the law, or rather you *would* be wrong on the law if you actually researched it, knew it, thought about it or cited to it. No discrimination occurred. ██████████ was not treated differently in intent, deed, impact or result because of her age or her race. Any allegation to the contrary is knowingly false and belied by the facts, which you appear to acknowledge by your focus on how “ugly” these cases get, by how much discovery you need to do, and by your express goal to simply get past dispositive motions and get to a jury “if we can’t resolve” the case with a \$35,000 payment. I would encourage you to research your pleading requirements, the elements of the claims and the Same Actor Doctrine. I also urge you to become very familiar with Civil Rule 11, Ohio’s Frivolous Lawsuit Statute at R.C. 2323.51, and Rule 3.1 of the Ohio Rules of Professional Conduct. We will absolutely seek recovery of 100% of our attorneys’ fees from you and your firm in responding to these ridiculous allegations, this meritless case and your shameless ransom demands.

Your letter rejected our good faith offer of two weeks’ severance and demanded \$35,000 instead. That is unfortunate and ██████████ deserved better advice. We will not make any counteroffer at this time or at any point in the future.

██████████, Esq.

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Thank you.

Sincerely,

/s/ Alex Gertsburg

Alex Gertsburg