{{ top\_date }}

*Via U.S. Mail:*

**{{ oc\_defendant\_name }}**

**Attention: Human Resources Department**

{{ defendant\_street\_address }},

{{ defendant\_state\_address }}

*{{ client\_full\_name }} v. {{ oc\_defendant\_name }}*

This correspondence is protected by California Evidence Code §1154 regarding settlement discussions. Please be advised that our firm represents **{{ client\_full\_name }}** (“Plaintiff”) regarding the potential workplace-related claims outlined below against **{{ oc\_defendant\_name }}** (“Defendant”). Kindly direct all future correspondence and documentation to my attention and refrain from contacting our client directly, whether through your representatives or otherwise, concerning this matter.

Legal Corner Law Office has been retained to represent {{ client\_full\_name }} ("Plaintiff") in {{ client\_subjective }} claims against {{ oc\_defendant\_name }} ("Defendant") for:

{{ claims }}

# **Statement of Facts**

Defendant hired {{ honerif\_ics}}.{{ client\_full\_name }} on or around {{ start\_date }} as a {{ job\_title }}. {{ honerif\_ics}}.{{ client\_full\_name }} was compensated with an {{ wage }} of ${{ pay\_rate }} and last worked at Defendant on {{ end\_date }}.

{{ factual\_allegations }}

As detailed below, Defendant is liable to {{ honerif\_ics}}.{{ client\_full\_name }} for the following violations of California law.

{{ paragraphs }}

# **Damages**

**Harassment and Discrimination/Wrongful Termination**

{{ lost\_wages }} = Lost wages, front and back pay

{{ emotional\_distress\_damages }} = Emotional distress damages

**Labor Code § 203 Waiting Time Penalties**

{{ waiting\_time\_penalties }} = $140 per day for 30 day max penalty

**Attorney fees and costs**

$10,000.00

**Punitive Damages, to be determined**

TOTAL: {{ total\_damages }}

# **Conclusion**

{{ damages\_1 }}

{{ damages\_2[0] }}

If we do not receive a serious settlement proposal from your office by **{{ three\_weeks\_later }}**, this offer will be permanently withdrawn.

{{ damages\_2[1] }}

Alternatively, {{ honerif\_ics}}.{{ client\_full\_name }} has authorized our office to offer the settlement of her claims for **a one-time payment of {{ settlement\_amount }}**.

As liability becomes clearer and witness testimony solidifies, the value of this case will increase significantly, along with attorneys' fees and the potential for larger settlement demands. Before this case escalates into full litigation, please let me know by **{{ three\_weeks\_later }}** whether you are interested in scheduling a half-day mediation with a neutral third-party mediator or informal negotiations.

**Evidence Preservation & Demand for Employment File**

The remainder of this letter is intended to inform you of the following legal obligations that Defendant is required to comply with: **(1) evidence preservation; (2) production of our client’s employee records; and (3) notice of lien.**

1. **Evidence Preservation**

Given pending litigation, this letter serves to remind you of your obligation under California law to preserve evidence and instructs you to adhere to those requirements.

Under discovery rules, Defendant has a duty to preserve any potentially relevant evidence when litigation is reasonably anticipated. Accordingly, **{{ oc\_defendant\_name }}**

is required to preserve all documents and materials related to **{{ client\_full\_name }}**

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This obligation extends to, but is not limited to, all internet search histories, browsing data, active and/or deleted electronic media, and any data stored on electronic devices such as computers, hard drives, removable media (e.g., USB drives), and any other devices or equipment used by Defendant or its agents to produce, store, or access data related to Plaintiff and Defendant. This includes all hard drives, directories, files (including data in the Recovery/Recycle Bin), internet histories, data files, servers, logs, audit trails, backup software, encryption software, and access control records. All data, devices, and equipment must be preserved to ensure the retention of computer evidence and to protect against deletion, alteration, or corruption.

Because electronically stored information is easily altered, deleted, or corrupted, any destruction of such data may result in suspicion of spoliation of evidence, potentially leading to monetary damages or "adverse inference" instructions to a jury. Defendant must therefore preserve all relevant materials related to Plaintiff, including, but not limited to, personnel files, employee handbooks, time and payroll records, and any documentation related to Plaintiff’s employment. Additionally, any communication or documentation regarding meal and rest breaks, time policies, or Plaintiff’s termination, including emails, video footage, or text messages, must be preserved.

Plaintiff reserves the right to seek all available remedies, including damages and evidentiary and monetary sanctions, should Defendant fail to take steps to preserve such information.

1. **Demand for Employment File**

Time and Pay Records

Labor Code § 226 and Wage Order § 7 require that employers keep the following information on file for each employee for a minimum of three years: the employee's dates of employment; when the employee begins, and ends, each work period (including meal periods and split shift intervals); the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate; total hours worked by the employee; all deductions; gross wages earned; net wages earned.

Under Labor Code § 226, employers must provide former employees with access to these records "as soon as practicable," but no later than 21 days after a request. Failure to do so entitles the employee to a $750 penalty.

Personnel Records

Labor Code § 1198.5 grants current and former employees, as well as their representatives, the right to inspect and receive copies of their personnel files, and Section 432 requires employers to furnish copies of all signed employment records. Employers must make personnel files available within a "reasonable" timeframe, but no later than 30 days from receiving a written request. Failure to comply also subjects the employer to a $750 penalty.

Pursuant to our client’s signed Authorization (attached), please provide the complete employment and payroll files within 30 days of receiving this letter. These documents include all employment, personnel, payroll, and time records, as well as any other documents related to our client that are in your possession. Please be aware that failure to comply with this request may result in penalties under the Labor Code.  We look forward to these full contents no later than the statutory deadlines as set forth above.

1. **Notice of Lien**

Lastly, this letter serves to notify you that our firm retains a lien for attorneys' fees and costs in this matter. Therefore, our firm must be included in any settlement discussions, and any settlement or judgment payments must list our firm as a payee. Failure to do so may result in further legal action due to this lien.

I look forward to receiving the requested documents promptly. Please reach out if you have any questions or wish to discuss this matter further. **Our phone number is (818) 900-6255 and** **my email is hassanhalawi@legalcorner.com.**

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hassan Halawi, Esq.

**LEGAL CORNER LAW OFFICE**