

[REDACTED], LLP

ATTORNEYS AT LAW

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September 15, 2022

Email only [REDACTED]

Sharon Logan

Dear Sharon:

In your exit interview today, you provided a copy of a draft complaint for hostile work environment. You also said you had consulted with a lawyer, but not retained one. As Jon Terry explained in his text message today, the mere fact that you consulted with an attorney creates the presumption that you are represented by counsel. Under Rules of Professional Conduct Rule 4.2, we are legally and ethically uncomfortable communicating directly with a potential claimant in this situation. Please have your representative contact us if you intend to proceed further.

Your draft complaint contains references to attorney-client privileged communications which are protected from disclosure by Evidence Code section 954 and various rules of professional conduct. This letter is not intended to dissuade you from filing your complaint, but it is intended to caution you against disclosing any attorney-client communications you became privy to as an employee of [REDACTED]. Rules of Professional Conduct Rule 5.3 governs responsibilities of non-lawyer assistants working in a law firm. You are required, not only by this firm but by the law, to ensure that your conduct is compatible with the firm's professional obligations to its clients. If you disclose attorney-client privileged communications without the client's permission, then you are in violation of these requirements and could subject yourself to substantial damages. So, if you decide to file a complaint, you and your attorney should phrase it carefully or seek to file it under seal. Comport yourself accordingly.

[REDACTED]
Managing Partner, [REDACTED], LLP

[REDACTED], LLP

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Email only [REDACTED]

Sharon Logan

TERMINATION OF EMPLOYMENT

Dear Sharon:

This letter amends and supersedes our prior letter of this date and summarizes your exit interview of this date.

Your at-will employment with [REDACTED], LLP ended at 5:00 p.m. on September 13, 2022. This letter was provided in your exit interview on September 15 because this is the first opportunity to do so as you were absent from work taking Paid Time Off on September 13 and 14, 2022.

Your termination is due to the following reasons. [REDACTED]

you:

[REDACTED]

Sharon Logan
September 15, 2022

[REDACTED]

In addition to the foregoing, there are additional reasons for your termination:

[REDACTED]

[REDACTED]

[REDACTED]

The decision to terminate your employment is not reversible. You are required to return all company property – physical or digital – without retaining copies of anything, and you are expressly prohibited from accessing any company accounts whatsoever.

You are entitled to the following the following:

- Your pro rata salary
- Accrued vacation time

We will pay your salary and accrued vacation time through September 13, 2022. During our meeting today you conveyed that you believed you had never taken a vacation day during your employment and were entitled to be paid for nine days of accrued vacation. We disagree. There were days that you took time off work and used vacation time without logging it. However, we do not want to argue over this point, therefore, in our meeting today I agreed to pay you for nine full days of accrued vacation at \$191.78 per day. I provided you with a check for \$3,760.39 which represents your pay through September 13, 2022 and nine days of vacation pay. You received and cashed the check this date.

Your health care benefits will terminate at the end of September 2022. You may wish to consult your rights and benefits with the California Employment Development Department.

https://edd.ca.gov/en/payroll_taxes/required_notices_and_pamphlets#collapse-fb49d9ab-f651-49f6-bff4-63e0bfe745d7

It is this firm's policy not to discuss former employees with anyone who enquires, except to confirm employment and the period of employment. We do not discuss performance or the reasons for the employee's departure.

[REDACTED]

Managing Partner, [REDACTED], LLP

[REDACTED]

LLP

[REDACTED] Esq.

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May 17, 2023

Via FedEx overnight delivery and email: LCO.conference@dir.ca.gov
Department of Industrial Relations
Labor Commissioner's Office
2 MacArthur Place, Ste. 800,
Santa Ana, CA 92707

Claimant: Sharon I. Logan [REDACTED]
SSN: [REDACTED]
State Case No.: WC-CM-912243
Notice Date: May 3, 2023

WRITTEN RESPONSE TO CLAIMS

[REDACTED] LLP respectfully submits this written response to the claims made by Sharon Logan.

Summary of Response:

This is Claimant's latest attempt to extract money from her former employer. Logan is [REDACTED]
[REDACTED]
[REDACTED] **[Exhibit A.]** Her claims for retaliation filed in State Case No. RCI-CM-909845
[REDACTED] **[Exhibit B.]** In her capacity as the employer's Office Manager Logan was responsible for managing the firm's payroll systems. For the period of her employment in 2022, Claimant [REDACTED]
[Exhibit C- [REDACTED]

Logan's claims for unpaid wages in this matter are equally without merit. Logan was hired as an exempt employee in a law firm to perform administrative, executive, or professional tasks with a fixed annual salary. **[Exhibit 6.]** As an exempt employee Logan was not entitled to statutory rest breaks. However, as the Office Manager in a law firm, Logan was allowed to take a meal or rest break any time she wanted and for virtually any reasonable length of time. There was no instance, not one, of Logan being denied a meal or rest break.

In reality, Logan was overpaid in her final paycheck, not mention the fact that she has failed to account for \$5,844.45 in unauthorized or unexplained charges on the company's credit card.

Response to Claims:

CLAIMANT'S ASSERTIONS	RESPONSE
<p>1. REGULAR WAGES – From 09/05/2022 through 09/15/2022, plaintiff claims wages earned at the rate of \$23.9725 per hour, for 29.0733 regular hours worked.</p>	<p>(a) Logan was terminated effective September 13, 2022, not September 15, 2022. [Exhibit 13]</p> <p>(b) Claimant was hired as the firm's Office Manager and bookkeeper to perform administrative, executive, or professional tasks with a fixed annual salary on November 1, 2021. As per her offer letter she accepted the position as an exempt employee at an annual salary of \$70,000.00. [Exhibit 6]</p> <p>The Job Offer Letter States the following: "The Office Manager position is classified in compliance with the California Labor Code as an exempt position, and you will be paid on a salary basis without eligibility for overtime. Your starting wage will be \$70,000.00 per year. The Firm's payroll is currently processed on a semi-monthly basis, so you will be paid twice a month.</p> <p>Your work schedule will be forty (40) hours per week, Monday through Friday. Your weekly work schedule will be by mutual agreement and may change from time to time. You may occasionally be required to work overtime and/or weekends when our caseload demands it.</p> <p>In accordance with California's Paid Sick Leave Law, you will be eligible for up to 24 hours of paid sick leave per year. 100% of the sick leave hours will be available to you beginning on your first day of employment; there is no carry-over of unused hours from year to year nor any payout of unused hours in the event of termination.</p> <p>You will be eligible for ten (10) days of paid vacation per year. Vacation will accrue at the rate of 0.833 days per semi-monthly pay period. Vacation accrual is capped at fifteen (15) days. California law classifies vacation in the same category as wages, so any accrued but</p>

CLAIMANT'S ASSERTIONS	RESPONSE
	<p>unused vacation will be paid out at the regular rate of pay in effect at the time in the event of termination. We offer seven (7) paid holidays per year; a Firm holiday calendar will be provided separately.”</p> <p>(c) Claimant’s last paycheck was for \$3,760.39 which represents her pay through September 13, 2022 and nine days of vacation pay. As Office Manager, Claimant was responsible for tracking her own vacation time. She claimed to have taken no vacation days. This is not true. Logan took at least four, if not more, vacation days. Attached as Exhibit D are text messages showing Logan was in Columbus Ohio on Wednesday December 8, 2021 (for eleven days?); in an airplane over Chicago (taken from Logan’s Facebook page and noted to be from Wednesday, February 16, 2022; a screen shot from Friday, July 22, 2022 when Logan was in New Orleans; and texts from Tuesday, September 13, 2022 (her last day of “work”) showing she was actually working as an extra on a movie set all day. Entries on the firms’ calendar show Logan was absent on Thursday, April 28, 2022 attending a funeral, and was out of the office on Friday, June 10, 2022 for unknown reasons. In addition, Logan was absent multiple times for doctor’s appointments, including April 20 and 26, May 10, July 27, and August 11, 2022. Claimant was paid for at least four vacation days that she took.</p> <p>(d) Claimant’s last paycheck was based on her full salary rate with no state or federal tax deductions.</p> <p>Claimant was overpaid on her final paycheck.</p>
<p>2. MEAL PERIOD PREMIUM WAGES – Employees are entitled to one additional hour of pay at the employee’s regular rate of pay for each workday that a meal period is not provided as required by law (See Labor Code Section 226.7; IWC Order ~VTV1000~, Section ~VTV1001~.</p>	<p>Labor Code Section 226.7 does not apply. Claimant was hired as the firm’s Office Manager and bookkeeper to perform administrative, executive, or professional tasks with a fixed annual salary on November 1, 2021. [Exhibit 6.]</p>

CLAIMANT'S ASSERTIONS	RESPONSE
<p>From 01/03/2022 through 09/09/2022, plaintiff claims meal period premium wages based on a regular rate of pay of \$23.9725 per hour, for 371.9783 workdays where a meal period was not provided as required by law.</p>	<p>Claimant acknowledged this in signing her offer letter on October 21, 2021. Claimant was technically not entitled to rest breaks, but at all times was 100% free to take whatever meal break or rest break that she wanted to. Claimant was never told she could not take a meal or rest break and was never prevented from taking a rest or meal break. In fact, Respondents often brought in lunch for the firm from restaurants in the area. Claimant was frequently asked what she wanted for lunch and food was brought back for her or she went out with the firm's credit card and bought food for herself and the firm.</p> <p>In the 9 ½ months of Claimant's employment, a detailed review of the firm's credit card statements from January to September 2022 show over 90 occasions the firm bought breakfast or lunch or both for the employees and partners in the firm.</p> <p>The firm maintains a poster on the wall which lists all statutory employee rights. [Exhibit 16] It is categorically false that Claimant was not allowed meal and rest breaks.</p>
<p>3. REST PERIOD PREMIUM WAGES – Employees are entitled to one additional hour of pay at the employee's regular rate of pay for each workday that a rest period is not provided as required by law (See Labor Code 226.7; IWC Order ~VTV0078~, Section ~VTV1002~).</p> <p>From 01/03/2022 through 09/09/2022 plaintiff claims rest period premium wages based on a regular rate of pay of \$23.9725 per hour, for 371.9783 workdays where a rest period was not provided as required by law.</p>	<p>3. Labor Code Section 226.7 does not apply.</p> <p>Claimant was hired as the firm's Office Manager and bookkeeper to perform administrative, executive, or professional tasks with a fixed annual salary on November 1, 2021.</p> <p>Claimant acknowledged this in signing her offer letter on October 21, 2021. Claimant was technically not entitled to rest breaks, but at all times was 100% free to take whatever meal break or rest break that she wanted to. Claimant was never told she could not take a meal or rest break and was never prevented from taking a rest or meal break.</p>
<p>4. VACATION WAGES – Plaintiff claims 29.0733 hours of accrued vacation that remained unused at the time of plaintiff's</p>	<p>4. Claimant was employed from 11/01/2021 through September 13, 2022. This equates to 45 weeks and 2 days. Claimants job offer included 10</p>

CLAIMANT'S ASSERTIONS	RESPONSE
<p>termination of employment on 09/13/2022. Plaintiff's final rate of pay was \$23.9725 per hour.</p>	<p>vacation days per calendar year. Based on her total time of employment she earned 8.73 vacation days. Claimant's final paycheck included 7 workdays and 9 vacation days. [Exhibit 13]</p> <p>As Office Manager, Claimant was responsible for tracking her own vacation time. She claimed to have taken no vacation days. This is not true. Logan took at least four, if not more, vacation days.</p> <p>Attached as Exhibit D are text messages showing Logan was in Columbus Ohio on Wednesday December 8, 2021 (for eleven days?); in an airplane over Chicago (taken from Logan's Facebook page and noted to be from Wednesday, February 16, 2022; a screen shot from Friday, July 22, 2022 when Logan was in New Orleans; and texts from Tuesday, September 13, 2022 (her last day of "work") showing she was actually working as an extra on a movie set all day. Entries on the firms' calendar show Logan was absent on Thursday, April 28, 2022 attending a funeral, and was out of the office on Friday, June 10, 2022 for unknown reasons. In addition, Logan was absent multiple times for doctor's appointments, including April 20 and 26, May 10, July 27, and August 11, 2022. Claimant was paid for at least four vacation days that she took.</p>
<p>5. LIQUIDATED DAMAGES: Failure to Pay Minimum Wages – At least minimum wage must be paid for all hours worked, including any overtime hours worked. An employee is entitled to recover liquidated damages in an amount equal to minimum wages earned but not paid as required by law. (See Labor Code Section 1194.2) From 09/05/2022 through 09/15/2022, plaintiff claims liquidated damages, as follows: Minimum wages earned at \$15 per hour, for a total 29.0733 hour(s) where at least minimum wage was not paid. Less a total</p>	<p>5. Claimant was an exempt employee. At no time was her compensation hourly. Labor Code Section 1194.2, liquidated damages, does not apply.</p> <p>Claimant was overpaid on her final paycheck. Claimant's last paycheck was for \$3,760.39 which represents her pay through September 13, 2022 and nine days of vacation pay. As Office Manager, Claimant was responsible for tracking her own vacation time. She claimed to have taken no vacation days. This is not true. Logan took at least four, if not more, vacation days. Attached as Exhibit D are text messages showing Logan was in Columbus Ohio on Wednesday December 8,</p>

CLAIMANT'S ASSERTIONS	RESPONSE
<p>of \$0 paid. Liquidated damages equal the balance due.</p>	<p>2021 (for eleven days?); in an airplane over Chicago (taken from Logan's Facebook page and noted to be from Wednesday, February 16, 2022; a screen shot from Friday, July 22, 2022 when Logan was in New Orleans; and texts from Tuesday, September 13, 2022 (her last day of "work") showing she was actually working as an extra on a movie set all day. Entries on the firms' calendar show Logan was absent on Thursday, April 28, 2022 attending a funeral, and was out of the office on Friday, June 10, 2022 for unknown reasons. In addition, Logan was absent multiple times for doctor's appointments, including April 20 and 26, May 10, July 27, and August 11, 2022. Claimant was paid for at least four vacation days that she took.</p> <div style="background-color: black; height: 40px; width: 100%;"></div> <p>In addition, even calculating Claimant's salary on an hourly basis, at least minimum wage was paid to Claimant for all hours worked.</p>
<p>6. WAITING TIME PENALTIES – If an employer willfully fails to pay, in accordance with Labor Code Section 201, any wages of an employee who is discharged, the wages of the employee continue as a penalty from their due date at the same rate until paid, up to a maximum of 30 days. (See Labor Code Section 203) Plaintiff was discharged on 9/13/2022, on which date wages were due. Plaintiff claims waiting time penalties for 30 days' worth of wages, based on a rate of pay of \$191.78 per day. Daily rate of pay is calculated as follows: ~VTV1017~</p>	<p>6. Employee was discharged on September 13, 2022, with paycheck in hand for all wages and vacation time due.</p> <p>Claimant was employed from November 1, 2022 through September 13, 2022. This equates to 45 weeks and 2 days. Claimants job offer included 10 vacation days per calendar year. Based on her total time of employment she earned 8.73 days. Claimants final paycheck included 7 workdays and 9 vacation days. (Exhibit 13)</p> <p>Claimant was overpaid on her final paycheck.</p> <p>Claimant's last paycheck was for \$3,760.39 which represents her pay through September 13, 2022 and nine days of vacation pay. As Office Manager, Claimant was responsible for tracking her own vacation time. She claimed to have taken no vacation days. This is not true. Logan took at least</p>

CLAIMANT'S ASSERTIONS	RESPONSE
	<p>four, if not more, vacation days. Attached as Exhibit D are text messages showing Logan was in Columbus Ohio on Wednesday December 8, 2021 (for eleven days?); in an airplane over Chicago (taken from Logan's Facebook page and noted to be from Wednesday, February 16, 2022; a screen shot from Friday, July 22, 2022 when Logan was in New Orleans; and texts from Tuesday, September 13, 2022 (her last day of "work") showing she was actually working as an extra on a movie set all day. Entries on the firms' calendar show Logan was absent on Thursday, April 28, 2022 attending a funeral, and was out of the office on Friday, June 10, 2022 for unknown reasons. In addition, Logan was absent multiple times for doctor's appointments, including April 20 and 26, May 10, July 27, and August 11, 2022. Claimant was paid for at least four vacation days that she took.</p> <div style="background-color: black; height: 40px; width: 100%;"></div> <p>Claimant was not paid late and her final paycheck was actually an overpayment. Claimant is not entitled to any waiting time penalties.</p>
<p>7. LATE PAYROLL: Penalty – Failure by an employer to pay the wages of each employee as provided in Section 201.3, 204, 204(b), 204.1, 204.2, 204.11, 205.5 and 1197.5, entitles the employee to a penalty of one hundred dollars (\$100) for any initial violation. Two hundred dollars (\$200) for each subsequent violation, or any willful or intentional violation, plus 25 percent of the amount unlawfully withheld. Plaintiff was not paid timely during the period 09/01/2022 to 09/15/2022 and claims 1 as a willful or intentional violation, at \$200 each plus 25 percent of ~VTV4159~</p>	<p>7. All wages were paid on time. There were no delayed wages. Claimant's last day was September 13, 2022, not September 15, 2022.</p>

CLAIMANT'S ASSERTIONS	RESPONSE
payroll totaling for a total of [(1) X 200.00 + .25 X ~VTV4159~]	

Other Egregious Issues Related to this Claimant:

1. Claimant was fired for cause. Claimant was the Office Manager for [REDACTED] LLP which is a small law firm. Claimant oversaw the firm's financial accounts, including the firm's client trust account and credit card accounts. On September 13, 2022, a client of the firm complained about Claimant and her demeanor. [REDACTED] Claimant was [REDACTED]
[REDACTED]
2. Claimant was continuously making mistakes in her work and her performance of her duties was substandard and deficient. In August 2022, Claimant allowed the firm's operating account to become overdrawn because of her oversight.
3. Claimant failed to ensure the firm's email systems were protected from hacking. [REDACTED] [REDACTED] After the problem was discovered, Claimant was directed to transition the firm's email platform to a more robust and secure email provider. Claimant failed to do so or to take the measured necessary to ensure the transition.
4. Claimant discussed the firm's clients and business in texts she sent to third parties. [REDACTED]
[REDACTED]
5. On or about September 4, 2022 the firm received a letter from the EDD dated August 30, 2022 titled [REDACTED]
[REDACTED]
6. Claimant previously tendered her resignation on June 3, 2022, then purported to withdraw the resignation. Claimant's resignation letter showed she was unsatisfied with her employment and that [REDACTED] LLP was no longer a suitable place for her to work.
7. After Claimant's termination for cause, the firm discovered that Claimant had not been truthful in October 2021 when she submitted her resume and applied for the job as office manager.

8. As a result of all of these incidents, Claimant was terminated effective September 13, 2022. Claimant was unable to come in to work on September 14, 2022 to return the firm's property in her possession, including a firm credit card and firm laptop.
9. Subsequent to Claimant's termination for cause, the firm conducted an audit of its bank and credit card accounts. Attached as **Exhibit E** is a copy of a spreadsheet showing unauthorized or unexplained credit card use by Logan, including many weekend days and purchases at grocery stores, totaling \$5,844.45.

Conclusion

Sharon Logan is a dishonest person [REDACTED] her lying about her vacation days and improper use of the company credit card. Logan was paid in full for all the time she worked and in fact was overpaid on her final paycheck. Logan was never denied work or rest breaks and the claims she makes have no validity whatsoever.

Your truly yours,

[REDACTED]
Managing Partner

cam/gus

Attachments:

- Exhibit A: Denial of unemployment insurance claim
- Exhibit B: Closure Notice/Dismissal with prejudice of retaliation claim
- Exhibit C: [REDACTED]
- Exhibit D: Vacation text messages and Facebook postings
- Exhibit E: Spreadsheet showing unauthorized or unexplained credit card use

Employer's Response to Retaliation Claim and Exhibits 1-18

EXHIBIT "A"