Ophir J. Bitton
Principal

Jennifer Riley
Associate

Of Counsel
Cesar G. Lachica, Jr.
Robert Zabb

Bitton & Associates
7220 Melrose Avenue, 2nd Floor
Los Angeles, CA 90046
(310) 356-1006
Fax: (818) 524-1224

File 819.002
Via U.S. Mail

July 13, 2026

University of Southern California (USC)
Attn: Carolyn Domen-Broshears
(Agent for Service of Process)
3551 Trousdale Parkway
ADM 352
Los Angeles, CA 90089-5013

Re: *Christine Gobran v. USC University of Southern California*
(Employment Matter)

To the Above Addressed Party:

Our office provides legal representation for Ms. Christine Gobran ("Gobran") regarding her employment with USC University of Southern California ("USC" or "Employer"). We are writing in a good faith attempt to resolve employment claims Gobran has against USC without having to resort to litigation. This letter is also being mailed and uploaded to the California Labor and Workforce Development Agency, consistent with *Labor Code* § 2698 et seq. Further, a complaint is being filed with the Department of Fair Employment and Housing, Civil Rights Department. As set forth in greater detail below, Gobran has several meritorious claims against USC related to her employment, including, but not limited to:

1) Wrongful termination
2) Retaliation in violation of Whistleblowing- Health and Safety Code §1278.5
3) Violation of Labor Code 1102.5
4) Failure to pay minimum, regular, and overtime wages
5) Failure to provide meal and rest breaks
6) Failure to provide accurate itemized wage statements

7) Unlawful withholding of wages
8) Waiting time penalties
9) Negligence
10) Negligent infliction of emotional distress
11) Negligence Supervision, Retention and/or Hiring
12) Private Attorney General Act
13) Unfair Business Practices

Gobran reserves the right to bring the claims herein on behalf of similarly situated employees through a representative action. Her claims include relief under *California Business and Professions Code* § 17200 et seq. and the Private Attorney General Act ("PAGA") as set forth in *Labor Code* §2698 et seq. as to Lopez and possibly others. These claims are briefly discussed below.

FACTS

Sometime in September 2019, Gobran was hired as a Clinical Pharmacist at USC. Gobran specializes in oncology pharmacy and has considerable experience in this area. Gobran worked ten-hour shifts, four days a week, with her most recent rate of pay being $98.36 per hour.

Gobran would work over her ten-hour shifts but was instructed by her supervisor to, "fix [her] time" by manually adjust her time records to prevent her from being paid for the overtime hours. This happened on several occasions and Gobran was never compensated for the unpaid overtime, despite the fact that she discussed this issue with her manager.

Gobran would typically not be allowed to take her rest breaks due to work conditions. When Gobran was able to take her meal breaks, they were typically interrupted with work and/or taken past her fifth hour due to the demands of her work. Gobran originally began working at the main campus pharmacy, primarily between HC3 and Norris Cancer Day Hospital, but later began covering satellite clinics as needed. The policy regarding meal and rest breaks and timecard adjusts to avoid employees getting their overtime hours was uniform throughout the main campus and satellite locations.

On or around May 21, 2025, Gobran was working at the Santa Clarita satellite office, when she was accosted by Registered Nurse, Lilia Lopez ("Lopez"). When Gobran informed Lopez that the Santa Clarita office should be using the USC oncology workflow tool to ensure that treatment is correctly apportioned and that the patient receiving the treatment is ready and able to safely receive it, after the nursing assessment has been completed, to prevent unnecessary waste of the medication. In response, Lopez stated that "satellites don't use it" referring the USC oncology workflow tool, which is incorrect as other satellites Gobran worked at, such as HC3 and Norris Cancer Day Hospital, did use this tracking board.

Lopez continued to escalate her rude and disrespectful behavior until Gobran ultimately asked to speak to Lopez's manager because of her inappropriate and irresponsible behavior towards patient care. Gobran sent a complaint to Dr. Sarkis ("Sarkis"), Lopez's direct manager, and Dr. ElMasry ("ElMasry"), the physician onsite regarding Lopez's behavior. The following day, May 22, 2025, Sarkis said that he would speak with Lopez about her behavior, and that moving forward the USC oncology workflow tool would be used, consistent with USC standards.

Despite this, on or around September 30, 2025, Lopez continued to question Gobran about the oncology workflow tool, referencing it as the "Tracking Board." Specifically, on a Microsoft Teams messaging application, Lopez tagged Gobran in the message and asked, "Do you need us to use Tracking Board?" In the same message Lopez also referenced the previous pharmacist and stated, "We never had to use it with Winnie." Lopez's refusal to comply with company policies continued, along with her hostile attitude taken towards Gobran.

On October 20, 2025, Lopez's increasingly hostile behavior escalated to the point that she began yelling at Gobran and refused to provide treatment according to standard oncology practice, placing patient treatment and safety at risk. A patient receiving a cisplatin-based chemoradiation regimen came to the Santa Clarita satellite clinic for treatment. As part of standard oncology practice, Gobran went to deliver the pre-chemotherapy hydration, as the established workflow for this type of treatment is: two hours of IV hydration; premedication (such as anti-nausea medications, including Emend, Kytril, and dexamethasone); Cisplatin; two additional hours of hydration, followed by radiation therapy. Hydration is routinely delivered first for this treatment. However, when Gobran delivered the hydration, Lopez asked where the Emend was. Gobran then explained that it is customary to begin with hydration, to which Lopez then began yelling at Gobran, stating that Lopez had been "doing this for 25 years" and that she "always gives Emend first."

In an attempt to de-escalate the situation, and ensure accuracy in patient treatment, Gobran went back to the pharmacy to review the Cerner medication timing and retrieved the Emend medication that Lopez demanded. When Gobran returned to the unit to provide Lopez with the medication, she again explained to Lopez that beginning with hydration is customary and consistent with oncology practice. Further, in an effort to advocate for patient centered care, Gobran shared that she, herself, is a former cancer patient who personally received Cisplatin, and that hydration first was always beneficial during her treatment. Despite Gobran providing the medication Lopez requested and further explaining the workflow of the treatment and providing her firsthand experience as a former cancer patient, Lopez continued to yell and began loudly calling for her manager, Sarkis Ter-Kazaryan ("Sarkis"), in the middle of the patient care area. Sarkis was engaged in assisting a patient and had to stop caring for a patient to respond to Lopez's aggressive verbal demands, stating, "Not now." Gobran handed Lopez the Emend and left the area.

Following Lopez's hostile outburst, Gobran returned to the pharmacy confused and distressed by Lopez's abusive behavior and unreasonable reaction to the information Gobran had provided. Gobran, based on the advice from other nurses who had warned Gobran about Lopez's behavior and temper tantrums, filed a Safety Reporting Mechanism ("SRM") report. Shortly after submitting her report, Gobran received a message from Niklopoulos Ayarpi, Nurse Practitioner, a person who had also previously had issues with Lopez's uncontrollable behavior. In response, Gobran made a comment in frustration at how upsetting the interaction with Lopez was.

On that same day, Gobran was instructed to not return to the Santa Clarita satellite clinic and to instead work remotely supporting Norris Cancer Day Hospital and HC3; Gobran worked remotely for approximately one month. During this time, Gobran had a meeting with Human Resources ("HR") who stated that Gobran's behavior was being characterized as workplace violence. Gobran stated that she strongly disagreed with this assessment of her message and explained that she was frustrated and venting to a colleague who had been subjected to the same type of verbal abuse and hostile, unreasonable behavior Lopez consistently exhibited. Gobran stated that she was not making a threat and there was no intent or action suggesting violence. Furthermore, Gobran gave HR specific examples of Lopez's pattern of hostile behavior, specifically that Lopez had: (1) made Patty, a Santa Clarita staff member, cry; (2) that nurses, Jill, Susan, and Nora, who had previously worked with Lopez had described her behavior as hostile and disturbing; (3) additional staff who had shared concerns regarding Lopez's dangerous behavior, but asked not to be named out of fear of retaliation. Gobran's concerns and complaints were directly related to patient case, proper administration of medication and treatment, and non-compliance with established patient protocols. Nonetheless, shortly after this conversation, Employers terminated Gobran.

VIOLATIONS IN RELATION TO DISCRIMINATION AND RETALIATION

1. Wrongful Termination and Retaliation in Violation of Public Policy

In *Casella v. SouthWest Dealer Services, Inc.* (2007) 157 Cal.App.4th 1127 ("*Casella*"), the Court stated, "'[w]hile an at-will employee may be terminated for no reason, or for an arbitrary or irrational reason, there can be no right to terminate for an unlawful reason or a purpose that contravenes fundamental public policy. Any other conclusion would sanction lawlessness, which courts by their very nature are bound to oppose.' [Citations.] In *Tameny v. Atlantic Richfield Co.* (1980) 27 Cal.3d 167, 172 ("*Tameny*"), the California Supreme Court held that 'at-will employees may recover tort damages from their employers if they can show they were discharged in contravention of fundamental public policy.' [Citation.]" (*Casella*, supra, 157 Cal.App.4th at pp. 1138-1139.) The Courts look to the public policy of the states and federal government to determine if the termination of an employee violates the interests of the general public. In proving wrongful termination, a plaintiff must prove either that the termination violated the California Fair Employment and Housing Act ("FEHA") (*Gov. Code* § 12900, et seq.) or other statute, or that the existence of a "common law" (non-statutory) cause of action as wrongful termination in violation of public policy (see, *Tameny*; also see *Foley v. Interactive Data Corp.*, (1988) 47 Cal.3d 654), and/or wrongful constructive termination in violation of public policy. (See *Turner*) As a matter of public policy, FEHA recognizes the need to protect and safeguard the right and opportunity of all persons to seek and hold employment free from discrimination, harassment, and retaliation. [*Gov. Code* § 12920] The California state legislature has directed that FEHA be construed liberally so as to accomplish its purposes. [*Gov. Code* § 12993] Moreover, the California Supreme Court has specifically held that one's right to be free from discrimination and harassment in the workplace is "fundamental." (*Brown v. Superior Court*, (1984) 37 Cal.3d 477) FEHA prohibits discrimination against an employee based on disability, among other things, and prohibits retaliation for reporting an on-the-job injury and seeking accommodation due to the injury or disability. Similarly, California public policy favors patient safety and protects employees trying to advocate for patient safety such as set forth in *Heath & Safety Code* section 1278.5 and *Labor Code* section 1102.5.

Here, Employers' actions were motivated by Gobran's complaints regarding Lopez's inappropriate and dangerous behavior regarding patient treatment and care. Gobran made several complaints regarding Lopez's hostile behavior and the effect it had on proper and safe patient treatment, and in response to those complaints, Employers chose to fire Gobran in violation of public policy as described above, and has caused Gobran harm, and continues to cause her harm.

2. **<u>Retaliation in Violation of Whistleblowing Health and Safety Code § 1278.5</u>**

Health and Safety Code § 1278.5 (b) (1) (A) states, "A health facility shall not discriminate or retaliate, in any manner, against a patient, employee, member of the medical staff, or other health care worker of the health facility because that person has done either of the following: (A) Presented a grievance, complaint, or report to the facility, to an entity of agency responsible for accrediting or evaluating the facility, or the medical staff of the facility…" Further, subsection (d) states that a rebuttable presumption that discriminatory action was taken by a health facility in retaliation for the above-mentioned actions, if the discriminatory action occurs within 120 days of filing the grievance or complaint. Any violation of this section subjects the health facility to a civil penalty of $25,000, and a person who willfully violates this section of a misdemeanor punishable by a fine of $75,00, in addition the civil penalty. Subsection (d)(2) states, "discriminatory treatment of an employee, member of the medical staff, or any other health care worker includes, but is not limited to, discharge, demotion, suspension, or any unfavorable changes in, or breach of, the terms or conditions of a contract, employment, or privileges of the employee, member of the medical staff, or any other health care worker of the health care facility, or the threat of any of these actions."

Here, Gobran informed Employers of Lopez's unsafe practices that were dangerous to patient safety, specifically the failure to adhere to established treatment protocol for patients who were receiving chemotherapy and radiation treatment. Instead of addressing Lopez's dangerous practices, Employers instead instructed Gobran to not return to the Santa Clarita facility and to remotely login to their system from other satellite clinics. Employers chose to punish Gobran for a message she sent to a friend and colleague, following an extremely hostile interaction with Lopez, wherein Lopez refused to listen to Gobran and began yelling and would not stop, even after Gobran provided Lopez with the medication she had requested. Lopez's supervisor, Sarkis witnessed this incident, and further, Gobran went to Sarkis to inform him of the improper and inappropriate behavior Lopez displayed, along with the fact that Lopez completely disregarded the doctor's orders and the proper workflow for that oncology treatment.

In addition, Gobran was instructed to leave the facility, HR also had two or more meetings with Gobran regarding the message she sent in reaction to Lopez's unsafe behavior and open aggression towards her in the middle of patients who were being treated with radiation and/or chemotherapy. However, Lopez faced no corrective action in regard to her openly hostile behavior in the presence of patients being treated for cancer and related conditions, nor for her refusal to adhere to the standard, established workflow for the oncology treatment she was and continues to provide to patients. Employers chose to retaliate against Gobran for her report against Lopez's refusal to follow proper treatment protocol and her ongoing aggression towards Gobran and USC polices, placing Gobran on remote work and meeting with her only in regard to the message she sent, without addressing the unacceptable and unsafe behavior Lopez exhibited, and continues to practice. When Gobran informed HR that herself, and others, had reported Lopez's unsafe and hostile behavior, they again ignored this information and instead terminated Gobran in direct retaliation for her reports against Lopez.

3. Retaliation in Violation of Labor Code § 1102.5

California *Labor Code* section 1102.5 prohibits an employer from retaliating against an employee for disclosing information to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct a violation or noncompliance, where the employee has reasonable cause to believe that the information discloses a violation of state or federal law, rules, regulations, or noncompliance with local, state, or federal standards. The statute broadly protects employees who report unlawful or unsafe conduct and is intended to encourage employees to report violations affecting the public health and safety without fear of retaliation. An employer violates *Labor Code* section 1102.5 when an employee's protected disclosures are a contributing factor in an adverse employment action, including termination.

Here, Gobran repeatedly reported conduct that she reasonably believed jeopardized patient safety and violated established oncology treatment protocols, hospital policies, and applicable healthcare standards. Specifically, Gobran reported Lopez's refusal to utilize the required oncology workflow tool, her refusal to follow established chemotherapy treatment procedures, and her conduct that threatened patient safety. Gobran made these complaints to Lopez's supervisor, Dr. Sarkis, to the onsite physician, Dr. ElMasry, through USC's Safety Reporting Mechanism ("SRM"), and later to Human Resources during its investigation. Rather than investigate and correct the unsafe practices Gobran reported, USC removed Gobran from the Santa Clarita facility, subjected her to an investigation based upon a private message sent after Lopez's hostile confrontation, ignored Gobran's repeated reports regarding Lopez's unsafe and abusive conduct, and ultimately terminated Gobran's employment shortly after her protected disclosures. The close temporal proximity between Gobran's protected complaints and her termination, coupled with USC's failure to meaningfully investigate or address the patient safety concerns she repeatedly raised, strongly demonstrates that her protected whistleblower activity was a contributing factor in USC's decision to terminate her employment in violation of *Labor Code* section 1102.5.

VIOLATIONS IN RELATION TO WAGE AND HOUR

4. Failure to Pay Minimum Wage, Regular Wages, and Overtime Wages

Under *Labor Code* § 510, an employee must be paid overtime after working eight (8) hours in a day and forty (40) hours in a week, and on the first eight (8) hours of the seventh consecutive day worked in a week. Overtime must be paid at one-and-a-half times the regular rate of pay. The overtime rate becomes two times the regular rate of pay for hours over twelve in a day, or over eight hours on the seventh consecutive day worked. The "regular rate of pay" is comprised of more than just the employee's hourly rate of pay it includes many kinds of monetary remuneration an employee earns for his labor, including commissions, spiffs, and bonuses. (29 U.S.C. 207(e)).

Specifically, *Labor Code* § 1194.2(a), in pertinent part, states, "[i]n any action… to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

Gobran would, at times, work over her ten-hour day schedule, but was instructed by her supervisor to manually adjust her time records to reflect that she had only worked for ten hours so that Employers would avoid paying Gobran, and others similarly situated, overtime. Since there were times that Gobran was not paid at all for work performed, she was deprived of minimum wages in that her regular wages were not paid. This, under both Federal and State laws, also entitled Gobran to liquidated damages equal to the sums earned but not paid. Furthermore, Gobran informed Employers for this practice, and no corrective action was taken, nor was Gobran compensated retroactively for the wages she was deprived of.

5. **Failure to Provide Meal Breaks and Rest Periods**

Employees who work more than five hours in a day are entitled to a meal period of at least 30 minutes; and a second meal period of at least 30 minutes if they work for more than 10 hours in a day. [*Labor Code* §512(a)]. State law also requires employers to authorize rest period of specified minimum duration (generally 10 minutes of paid rest for every four hours of works). [*8 Cal. C. Regs.* §§11010-11150 ¶2 and §11160 ¶1]. An IWC Wage order mandates that no employer may require an employee to work during any meal or rest period [*Labor Code* §226.7(a)]. An employer who fails to provide meal or rest periods as required by an applicable Wage Order must pay the employee one additional hour of pay at the employee's regular rate of pay for each workday that a meal or rest period was not provided. [*Labor Code* §226.7(b), 8 *Cal. C. Regs.* §§11010 et seq. ¶11].

Furthermore, an employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962-963 [35 Cal.Rptr.3d 243]; see also *Jaimez v. Daiohs USA, Inc., supra*, 181 Cal.App.4th at pp. 1304-1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D.

625, 638 [indicating informal anti-meal-break policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do not countenance an employer’s exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks. (See *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.)

In addition, employees must be relieved from all duties during their time of breaks. In *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269, the California Supreme Court held that the rest period requirement “obligates employers to permit-and authorizes employees to take-off-duty rest periods. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time.”

Gobran did not receive compliant meal breaks and rest periods. Her meal breaks were regularly interrupted with work-related tasks and would typically be taken past the fifth hour worked.

6. **<u>Failure to Provide Accurate Itemized Statements</u>**

Labor Code §226(a) requires employers to provide accurate itemized wage statements for each wage payment. *Labor Code* §226(e) provides for a recovery of the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000) (per employee).

Labor Code §226.3 provides in relevant part that any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation for which the employer fails to provide the employee a wage deduction statement or fails to keep the record required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.[1]

Gobran, and others similarly situated, were not provided with accurate itemized wage statements due to their failure to include all applicable wage rates, overtime, meal/rest break premiums, among other things.

7. **<u>Unlawful Withholding of Wages</u>**

California Labor Code §216 provides that it is a misdemeanor for an employer to “willfully refuse… to pay wages due and payable after demand has been made” or “falsely den[y] the amount or validity thereof.” *California Labor Code* §225.5 provides a penalty of $100 for an initial violation and $200 for any subsequent violation of §216 plus 25% of the withheld amount.

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[1] Section 226.3 is subject to private enforcement. *Brewer v. Premier Golf Properties* (2008) 168 Cal.App.4th 1243, 1252.

This letter is a demand in conformity with §216. Failure to pay the wages owed here is an unlawful withholding of wages.

8. Waiting Time Penalties

An employee who is terminated from a job must be paid all unpaid, earned wages within 24 hours (1 day) of the termination (Labor Code §203). This payment must include wages for days worked up to and including the last day of work, plus payment for any accrued, unused vacation time. It is unlawful for an employer to withhold final pay until the regular payday if that payday is later than the last day of work.

If an employer willfully fails to pay, any wages of an employee who is discharged or quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. [Labor Code §203(a)] Severance pay, and bonuses also constitute wages. "'[P]ursuant to the present-day concept of employer-employee relations, the term "wages" should be deemed to include not only the periodic monetary earnings of the employee but also the other benefits to which he is entitled as part of his compensation.'" (Ware v. Merrill Lynch, Pierce, Fenner & Smith, Inc. (1972) 24 Cal.App.3d 35, 44; Suastez v. Plastic Dress-Up Co. (1982) 31 Cal.3d 774, 780.)

Gobran, and possibly others similarly situated, are entitled to waiting time penalties.

OTHER VIOLATIONS

9. Negligence

Employers owe a duty to its employees to provide them with a safe, non-discriminating, non-retaliatory work environment; to make sure that its supervisors take action against employees practicing workplace discrimination and retaliation; to make sure supervisors and managers look after the safety of employees during their watch; to pay employees proper wages when due; and to provide them with proper wage statements. Employers breached this duty to Gobran as highlighted above. In so doing, Employers harmed Gobran, including causing her general and consequential damages.

10. Negligent Infliction of Emotional Distress

As stated above, Employers were negligent. As a result of this negligence, Gobran suffered and continues to suffer serious emotional distress in the form of stress, anxiety, embarrassment, and depression. This was a foreseeable result of Employers' negligence.

11. Negligent Hiring, Supervision, and Retention

As stated above, Employers were negligent. This is included in its hiring and training of supervisors and persons of authority over Gobran, and their failure to take action once they were made aware of the aggressive and unsafe behavior she reported regarding Lopez. Employers harmed Gobran, including causing her general and consequential damages. This was a foreseeable result of Employers' negligence.

12. Violation of the Unfair Business Practices Act

For carrying out these and other unlawful, unfair, or fraudulent business acts and/or practices Employers have violated the *California Business and Professions Code* § 17200 et. seq. For such violations, Gobran is entitled to the restoration of any money or property which Employers may have acquired by means of such unlawful, unfair, or fraudulent business acts and/or practices. (*California Business and Professions Code* § 17203).

NOTICE OF PRESERVATION OF EVIDENCE

Please be further advised that you are hereby given notice to immediately take all steps necessary to prevent the destruction, loss, concealment, or alteration of any paper, document, or electronically stored information and other data or information generated by and/or stored on your computers and storage media (e.g., hard disks, floppy disks, backup tapes, etc.), and e-mail related to this matter. Because hard copies do not preserve electronic searchability or metadata, they are not an adequate substitute for ESI. If information exists in both electronic and paper form, you should preserve them both.

Adequate preservation of ESI requires more than simply refraining from efforts to destroy or dispose of such evidence. You must also intervene to prevent loss due to routine operations and employ proper techniques to safeguard all such evidence.

With regard to documents, tangible things, and ESI that are created or come into your custody, possession, or control subsequent to the date of delivery of this letter, potentially relevant evidence is to be preserved. You should take all appropriate action to avoid destruction of potentially relevant evidence.

REQUEST FOR EMPLOYEE FILE

Gobran also requests that you forward her personnel file, all W2 information, all signed documents pursuant to *Labor Code* § 432, all wage related documents in her file pursuant to *Labor Code* § 226(b) and all personnel files pursuant to *Labor Code* § 1198.5. In the event you refuse to provide her personnel file, please let us know when we may accompany Gobran to inspect the file pursuant to *Labor Code* §1198.5. You are requested to produce these documents within the time prescribed by the law.

ATTORNEY'S FEES AND COSTS

The provisions provided in this letter entitle an employee to recover attorney's fees and costs in an action on such claims. It is not uncommon for fees and costs to exceed $400,000 in an employment case that is tried before a jury. The fees are substantially higher in representative matters.

If you have any questions or concerns regarding the foregoing, do not hesitate to contact us. Otherwise, please respond to this letter by no later than **July 14, 2026,** and confirm that we will be receiving the files requested.

Regards,
BITTON & ASSOCIATES

JENNIFER RILEY, ESQ

cc: Client
JR/