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INTERNET / CORPORATE LAWYERS

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8283 North Hayden Road #229
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January 10, 2023

SENT VIA EMAIL
Ilse Sanchez
ilsesanchez97@gmail.com

Re: Immediate Action Required – Cease and Desist Defamation and Breach of Contract of Alexandra Lozano Immigration Law, PLLC and Alexandra Lozano.

Dear Ms. Sanchez,

My firm has been retained to represent Alexandra Lozano Immigration Law, PLLC and its founder, Alexandra Lozano, (collectively, "Clients") with respect to the above-captioned matter. As outlined below, we are aware of your threats to breach your confidentiality obligations to my Client by publishing information about the firm on TikTok and other public platforms. Your actions are not only a breach of your employment contracts, but they portray my Clients in a false light and are extremely damaging to my Clients' reputation.

We are writing to demand that you **immediately**: (a) cease publishing any and all Defamatory Statements about my Clients; (b) cease any and all breaches of your contractual obligations to my Clients; (c) identify any other defamatory statements that you or anyone else that you know of has published on any social media platform or to others in general about my Clients; (d) confirm in writing that you will cease and desist publishing any and all defamatory statements on any online platform or to others in general about my Clients; and (d) retract any and all Defamatory Statements made on any online platform or to others in general about my Clients. My Clients reserve the right to seek damages and will defer any discussion of damages for another day.

Please **confirm compliance with this demand within five (5) calendar days from the date of this letter**; otherwise, our firm will have no choice but to sue you for an injunction and seek damages for the potential harm you are threatening to expose my Clients to.

Background Information and Your Defamatory Statements

As you are well-aware, Alexandra Lozano Immigration Law, PLLC (the "Firm"), is a well-established and well-reputed immigration law firm committed to assisting the Latinx community, aiding survivors of domestic violence, and serving thousands of clients seeking legal status in the United States. Thus, it follows logically that the Firm's reputation and internal environment are paramount to its core values, objectives and success.

On or around October 14, 2022, you began working for the Firm. On or around January 9, 2023, my Clients observed you making disparaging and threatening statements about the Firm and its clients. You were immediately terminated. You were instructed to gather your belongings and

leave the Firm. Upon doing so, my Clients observed and *recorded* you making and supporting false and defamatory statements about the Firm with two other terminated employees, threatening my Clients with frivolous Bar complaints and to "expose" them on TikTok (the "Defamatory Statements").

Rather than discussing your employment concerns with my Clients, or any other management within the Firm, you choose to defame and threaten my Clients, conspiring with two other terminated employees to launch a defamation campaign aimed solely at causing the most harm to my Clients. You intended that your Defamatory Statements should cause shock and urge caution to anyone that was working for or with my Clients. Furthermore, as a result of your Defamatory Statements, my Clients have a well-founded belief that you will continue to breach your contractual obligations. Your Defamatory Statements were calculated, deliberate, and intended solely to damage my Clients.

Furthermore, upon information and belief, you fabricated additional false narratives to my Clients' employees, establishing a negative workplace environment and tarnishing the relationship between my Clients and their employees. These statements imply the Firm has fraudulent practices and ensures that current employee's distance themselves from my Clients. This is materially false and misleading, which is extremely damaging to my Clients.

The damaging statements contained within these Defamatory Statements are substantial, specifically the statement that my Clients have fraudulent practices of which accuses my Clients of serious professional misconduct. The Defamatory Statements are provably false. By accusing my Clients of conduct that targets their profession, the Defamatory Statements are defamatory *per se*, and the statements harm my Clients reputation in the minds of reasonably minded people and are actionable at law as set forth below.

Your False Statements About My Clients Are Defamatory

The damages arising from the Defamatory Statements are substantial. Specifically, the statements contain provably false statements about the Firm's atmosphere and my Clients' workplace practices. By accusing my Clients of conduct that targets their profession and workplace practices, the Defamatory Statements are defamatory *per se*, and the statements harm my Clients' reputations in the minds of reasonably minded people and are actionable at law as set forth below.

Defamation Elements

The four main elements for defamation are: (i) a false and defamatory statement concerning the plaintiff; (ii) an unprivileged publication to a third party; (iii) fault amounting at least to negligence on the part of the publisher; and (iv) "actionability" of the statement either due to special harm caused by the publication or irrespective of special harm given the nature of the allegation. *See* Restatement (Second) of Torts § 558; *see also Dube v. Likins*, 216 Ariz. 406, 417, 167 P.3d 93, 104 (Ct. App. 2007). "'To be defamatory, a publication must be false and must bring

the defamed person into disrepute, contempt, or ridicule, or must impeach plaintiff's honesty, integrity, virtue, or reputation.'" *Id.* at 418, *quoting Turner v. Devlin*, 174 Ariz. 201, 848 P.2d 286 at 203-204 (1993).

As noted above, the first type, Class (a), is applicable here and is called '**defamation per se'** because it needs no allegation or existence of extraneous surrounding circumstances to make it such. *Hearst Corp. v. Hughes*, 297 Md. 112, 118, 466 A.2d 486, 489 (1983); *see also Lawnwood Medical Center, Inc. v. Sadow*, 43 So.3d 710, 722 (2010) ($5 million punitive damages award upheld where "comments constituted slander per se, comments were intended to destroy surgeon's career and professional reputation in community, comments would likely have significant professional consequences, and award was legally equal and proportionate to actual harm inflicted"). A statement is defamatory per se when the defamatory character of the statement is apparent on its face – and in this case, about one's profession; that is, when the words used are of such a nature that the court can presume as a matter of law that the communication will tend to degrade or disgrace the party defamed.

An allegation that impugns a person's profession is defamation per se, and damages are presumed. *Id.* As such, your comments about my Clients are defamatory on their face and **are presumed to damage my Clients**.

Your Defamatory statements contains several statements that would fit under the penumbra of Class (a). The statements are defamation per se because the character of the statement is apparent on its face, and the words used are of such a nature that the court can presume as a matter of law that the communication will tend to degrade or disgrace my Clients.

As stated above, in this case, **damages are presumed** because the Defamatory Statements directly pertain to my Clients' practice and profession. As a direct and proximate result of the Defamatory Statements, my Clients have sustained, and continue to sustain, immediate and irreparable harm and injury including, but not limited to, damage to reputation, loss of expected benefit, loss of goodwill, loss of business relations with future business prospects and employment candidates, and loss of competitive advantage, opportunity, and/or expectancy. Furthermore, the Defamatory Statements are, and would be, highly offensive to a reasonable person and have been published directly to current and former employees of the Firm, with the intent to publish the Defamatory Statements to the general public to harm the reputation and economic interests of my Clients, among many other damages described herein. Indeed, the Defamatory Statements are targeted to undermine my Clients' current and future workplace relationships, of which you know are crucial in this line of practice. This was no accident.

You Breached Your Contractual Obligations to my Clients

On or around October 14, 2022, you entered into multiple agreements with my Clients, prior to beginning your employment. This includes, specifically: the Employment Agreement, Confidentiality Agreement, Non-Disclosure and Non-Compete Agreement, Confidentiality and

Ethics Agreement, and Zero Gossip Agreement (collectively, the "Agreements"). Upon doing so, you accepted certain contractual obligations, in addition to your presumed fiduciary duties as an employee. A copy of the Agreements is attached hereto as **Exhibit A**.

Breach I
Non-Disparagement

Section ten (10) of the Employment Agreement, the "Non-Disparagement" section, clearly states that:

> "While employed at the Company and thereafter, Employee shall not communicate negatively about or otherwise disparage the Company or its employees or owners, or its products or services or clients in any way whatsoever, except as may be required for truthful sworn testimony or in connection with a legal or administrative proceeding, report, claim or dispute."

Pursuant to the Employment Agreement, you also have a contractual obligation to perform your "best efforts" and "shall not engage in… disclose or utilize" any information, whether confidential or otherwise, that would "reflect adversely on the Company." In making and/or threatening to make your disparaging statements about the Firm's clients and your Defamatory Statements, you breached your contractual obligations to my Clients by spreading false and damaging lies, in addition to tarnishing the Firm's workplace environment.

Further, in accordance with your statements immediately following your termination, my Clients have reason to believe you intend to conspire with other former employees to contact the Firm's clients, take to social media platforms to further spread your Defamatory Statements, and file frivolous Bar complaints. To be clear, these actions are in breach of your contractual obligations to my Clients and are thereby actionable at law.

Section seven (7) of the Employment Agreement states:

> "While employed at the Company and for two years after Employee's employment ends, Employee will not encourage, induce, attempt to induce, or assist another to induce or attempt to induce any current client of Company to terminate client's relationship with Company. Further, while employed at Company and for two years after Employee's employment ends, Employee will not encourage, induce, attempt to induce or assist another to induce or attempt to induce any current employee of Company to terminate employment or independent contractor relationship with Company."

Should you contact the Firm's clients and/or current employees, directly or indirectly, and induce them into terminating their relationship with the Firm, you will be in breach of your Employment Agreement, and will be held liable for all damages.

In addition, any social media campaigns and/or Bar complaints aimed at causing harm to my Clients is in breach of your contractual obligations. As a legal professional, you understand paralegals are utilized throughout a cases lifespan. Paralegals do not *represent* a client. The Firm has *never* represented to any client, current or past, that a paralegal will represent them as an attorney. Accordingly, any statements made, whether online or to the Bar, accusing my Clients of such conduct, are known to be false at the time of making them and are thereby defamatory and unlawful. As such, you may be held liable for my Clients' damages, as well as attorneys' fees and costs.

Even if you are merely the receiving end of such statements, you may be held liable for damages for disseminating or participating in said misconduct. The Firm also reserves the right to immediately terminate your employment for the same reason. In accordance with the Zero Gossip Agreement, the Firm has zero tolerance for "anyone contributing, suspected or not putting an end to ANY sort of GOSSIP" (emphasis added). If you did not initiate the disparagement and/or Defamatory Statements, but failed to report the statements to management, thereby ending the statements, you may be held jointly liable.

Breach II
Non-Disclosure

Section eight (8) of the Employment Agreement, the "Non-Disclosure" section, clearly states that:

> "During Employee's employment for the Company and at all times thereafter, Employee shall not, without the written consent of the Company or except as required by applicable law, disclose to any person… and confidential information obtained by Employee while in the employ of the Company with respect to the businesses of the Company or any other confidential information the disclosure of which Employee knows, or in the exercise of reasonable care should know, may be damaging to the Company… Employee's confidentiality obligations extend to Employee's personal use of social media platforms."

The Non-Disclosure and Non-Compete Agreement further establishes your contractual obligations, stating that you shall not "disclose or divulge… any trade secrets, confidential information, or any other proprietary data of the Company." The Firm's trade secrets are inclusive of client information, as indicated in this Agreement.

You expressly agreed in your Confidentiality Agreement that your "obligation is to protect clients' identities, case information, and interests at all times," acknowledging that "all client files, client information, and case information is confidential and subject to attorney-client privilege." Your disparaging statements about the Firm's clients while employed at the Firm, as well as your Defamatory Statements made after your termination to other terminated employees of the Firm, whether online or otherwise, are clearly in breach of the Agreements. You had knowledge of and

acted in blatant disregard to your duties to protect my Clients' confidential information, of which was for your own benefit and intended solely to harm my Clients.

Aiding and Abetting

Arizona recognizes aiding and abetting as embodied in Restatement § 876(b), that a person who aids and abets a tortfeasor is himself liable for the resulting harm to a third person. *Gemstar Ltd. v. Ernst & Young*, 183 Ariz. 148, 159, 901 P.2d 1178, 1189 n. 7 (App.1995), vacated on other grounds, 185 Ariz. 493, 917 P.2d 222 (1996); *Gomez v. Hensley*, 145 Ariz. 176, 178, 700 P.2d 874, 876 (App.1984); see also RESTATEMENT (SECOND) OF TORTS § 876(b) (1977). Upon information and belief, with the assistance and encouragement of other former employees of the Firm, you intentionally and/or purposefully interfered with, and plan to continue interfering with, my Clients' existing and prospective relationships by unlawfully scheming with former and/or existing employees to sabotage my Clients' existing business relationships and divert business away from my Clients. This includes your Defamatory Statements, social media activity, and any frivolous Bar complaints.

Based on your clear threats to do so, my Clients have reason to believe that you have and continue to publish your Defamatory Statements to various third parties, inside and/or outside of the Firm. Moreover, upon information and belief, you have and continue to conspire with former employees of the Firm to cause further harm to my Clients and damage my Clients' relationships with former, current, and prospective relationships. It is in your best interest to demand that they stop. Otherwise, they too will be held liable for their conduct, and you will have joint and several liability with them as joint tortfeasors.

Demand for Immediate Corrective Action

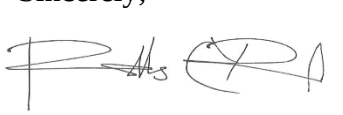
As a result of your unlawful conduct, my Clients have and continue to sustain immediate and irreparable harm, including, but not limited to, damage to reputation, loss of expected benefit, loss of goodwill, loss of business relations with future business prospects, loss of competitive advantage, opportunity, and/or expectancy.

Based on the above, we respectfully request that you do the following **immediately, and confirm your compliance within no later than five (5) calendar days from the date of this letter:** (a) cease publishing any and all Defamatory Statements about my Clients; (b) cease any and all breaches of your contractual obligations to my Clients; (c) identify any other defamatory statements that you or anyone else that you know of has published on any social media platform or to others in general about my Clients; (d) confirm in writing that you will cease and desist publishing any and all defamatory statements on any online platform or to others in general about my Clients; and (d) retract any and all Defamatory Statements made on any online platform or to others in general about my Clients. My Clients reserve the right to seek damages and will defer any discussion of damages for another day.

If you do not plan to assist us voluntarily, please let us know immediately. You are also required to maintain any and all records, browser history, emails, communications, reports, analytics, or similar information that may be relevant to this dispute, in anticipation of any future litigation. To the extent you have deleted relevant evidence, we will seek a forensic examination of said devices in order to restore the deleted evidence, and thereafter, we will seek an adverse inference against you for the loss of such evidence.

At this stage, our investigation is continuing. This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or shall be deemed to be an admission, limitation, restriction, or waiver, of any of my Clients' rights or remedies, either at law or in equity, in connection with any of the matters raised herein, all of which are expressly reserved.

Sincerely,



Raees Mohamed, Esq.

Enclosures as stated.

Cc: Alexandra Lozano, Esq.

EXHIBIT A

Employment Agreement between, the Company (Alexandra Lozano Immigration Law PLLC), and Employee Ilse Sánchez**, entered into this**10/14/2022**day of _____:**

1. Recitals: (a) The Company is currently engaged in the business of providing legal services to clients. As a result of Employee's position with the Company, Employee will acquire valuable information, skills, and knowledge relating to the Business and the Company's clients. (b) As an inducement for the Company to continue its employment of Employee and in consideration for Company's payment to Employee of a bonus payment, the Employee enters into this Agreement whereby Employee shall refrain from interfering with the operation of the Company and its Business as specified below.

Therefore, for good and valuable consideration, the Company and the Employee agree as follows:

2. Employee Acknowledgment. Employee acknowledges and agrees that Employee has been given an adequate period of time to consider this Agreement and, if Employee desires, to have this Agreement reviewed at Employee's expense and by an attorney of Employee's choice regarding the terms and legal effect of this Agreement. Employee agrees that Employee understands all this Agreement's terms and conditions and is entering into this Agreement of Employee's own free will and without coercion from any source. Employee has not and is not relying on legal advice provided by the Company or any personnel of the Company.
3. No Conflicting Interests. Employee agrees that Employee will diligently perform Employee's assigned duties and use Employee's best efforts to further the business interests of Company. Employee agrees that, during Employee's employment, Employee will not engage in any activity that conflicts with Company's business interests or that interferes with Employee's ability to devote Employee's full attention to the performance of Employee's duties for Company.
4. At Will Employment. Employee understands and acknowledges that Employee's employment with Company is not for any minimum or specific term, that it is subject to mutual consent by Employee and the Company and is terminable at will. Terminable at will means that either Company or Employee will be free to terminate employment with or without cause, with or without notice, pre-termination warnings/discipline or other pre or post termination procedures of any kind. Employee is not entitled to rely on, and Employee shall not rely on, any verbal statements to the contrary. Employee's at-will status can only be modified by a formal written Employment Agreement specifically rescinding this Employment Agreement.
5. Prior Employers. Employee agrees that Employee's employment with Company will not violate any other contracts or obligations Employee may have to any former employer and/or business for whom

Employee performed work as an independent contractor. Employee agrees that Employee will honor all such obligations and agrees that Employee has disclosed all obligations and/or agreements to Company.

6. Return of Property. Employee agrees and acknowledges that all materials, equipment and information gained through Employee's employment with Company is the property of Company and agrees that Employee shall not remove any of Company's property from Company's premises. Employee understands that Company's property extends to any information on Company's website (whether or not Employee created the information for placement on the website). Employee agrees and acknowledges that when Employee's employment with Company ends, Employee will return all property of Company.
7. Non-Solicitation. While employed at Company and for two years after Employee's employment ends, Employee will not encourage, induce, attempt to induce or assist another to induce or attempt to induce any current client of Company to terminate client's relationship with Company. Further, while employed at Company and for two years after Employee's employment ends, Employee will not encourage, induce, attempt to induce or assist another to induce or attempt to induce any current employee of Company to terminate employment or independent contractor relationship with Company.
8. Non-Disclosure. Employee acknowledges that, in the course of rendering services to the Company, Employee has acquired "Confidential Information" related to the Company, including, but not limited to, "know how", business practices, marketing practices, training materials and techniques, potential and present customer and client lists, customer records, policy manuals, price lists, business contacts, procedures, plans, methods of doing business, special needs of customers or clients, data, compilations, programs, devices, techniques, financial data, trade secrets, and other confidential information relating to the Company that is not generally known to the public. During Employee's employment for the Company and at all times thereafter, Employee shall not, without the written consent of the Company or except as required by applicable law, disclose to any person, other than a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by Employee of Employee's duties as an Employee of the Company, any confidential information obtained by Employee while in the employ of the Company with respect to the businesses of the Company or any other confidential information the disclosure of which Employee knows, or in the exercise of reasonable care should know, may be damaging to the Company; provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by Employee) or any information so otherwise considered by the Company not to be confidential. Employee acknowledges and understands that Employee's confidentiality obligations extend to Employee's personal use of social medial platforms (including, but not necessarily limited to, Twitter, Facebook and Instagram).

9. Best efforts. Employee agrees that during Employee's employment with the Company, Employee will devote Employee's best efforts to the performance of Employee's duties and the advancement of the Company and shall not engage in any other employment, profitable activities, or other pursuits which would cause me to disclose or utilize the Company's "Confidential Information" or reflect adversely on the Company. This obligation shall include, but is not limited to, obtaining the Company's consent prior to performing tasks for clients or customers outside of Employee's customary duties for the Company, giving speeches or writing articles, blogs or posts about the business of the Company, improperly using the name of the Company or identifying Employee's association or position with the Company in a manner that reflects unfavorably upon the Company.
10. Non-Disparagement. While employed at the Company and thereafter, Employee shall not communicate negatively about or otherwise disparage the Company or its employees or owners, or its products or services or clients in any way whatsoever, except as may be required for truthful sworn testimony or in connection with a legal or administrative proceeding, report, claim or dispute.
11. Reasonable Restrictions. Employee agrees that the restrictions in paragraphs 7,8, 9 and 10 are reasonable and necessary to protect Company's business interests.
12. Remedies: Employee agrees that any violation of paragraphs 7,8, 9 and 10 will result in immediate and irreparable harm to the Company, and, therefore, agrees that upon any such violation the Company shall be entitled to immediate injunctive relief in addition to any other legal or equitable remedies to which the Company may be entitled. This Agreement is to be construed as separate and independent from all other aspects of the employment relationship and any claim by Employee arising out of such employment relationship or otherwise shall not constitute a defense to the enforcement of this Agreement.
13. Entire Agreement. This Agreement contains the entire agreement of the parties and there are no other promises or condition in any other agreement whether oral or written. This Agreement supersedes and prior written or oral agreements between the parties.
14. Severability. If any provision or provisions of this Agreement are held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. Waiver of Contractual Right. The failure of either party to enforce and provision of this Agreement shall bot be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. Binding Effect: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
17. Amendments: This Agreement may only be amended or modified by a written instrument executed by both the Employer and the Employee.
18. Arbitration. Employee and Company agree that any dispute over this Agreement or Employee's employment will be decided in final binding arbitration before an arbitrator in King County, Washington. The parties agree to first attempt to agree on an arbitrator but if they fail to do so the parties agree to request a list from JAMS or similar service and alternatively strike names. Each party will be allowed discovery as allowed under Washington's Civil Rules, with the arbitrator deciding any discovery dispute. At the close of the arbitration, the arbitrator will issue a written decision that will not be subject to appeal except as allowed under the Federal Arbitration Act. The prevailing party will be awarded attorney fees and costs. **THIS MEANS AN ARBITRATOR, NOT JUDGE OR JURY, WILL DECIDE ANY DISPUTE BETWEEN THE PARTIES CONCERNING EMPLOYEE'S EMLOYMENT WITH EMPLOYER.**
19. Governing Law: This Agreement will be construed in accordance with and governed by the laws of the State of Washington.
20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties have duly signed under hand and have executed this AGREEMENT the day and year first written above:

X Ilse Sanchez
Employee
Date: 10/14/2022

X Monique Sifuentes Ramos
On behalf of: Alexandra Lozano Immigration Law PLLC
Date: 10/14/2022

Alexandra Lozano
Immigration Law, PLLC
16400 Southcenter Pkwy
Suite 410
Tukwila, WA 98188
206.406.3068
206.494.7775 (fax)

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CONFIDENTIALITY AGREEMENT

I, Ilse Sánchez ,understand that all client files, client information, and case information is confidential and subject to attorney-client privilege. I understand that I am not, in any way, to transmit, discuss, share, copy, or provide any information about any client, past or present, of Alexandra Lozano Immigration Law, PLLC to anyone outside of the law firm. I understand that my obligation is to protect clients' identities, case information, and interests at all time.

I also understand that all documents, templates, letters, and everything on Dropbox is property of Alexandra Lozano Immigration Law, PLLC and are not to be shared, copied, or distributed to anyone and cannot be used for my own independent purposes.

I swear under the penalty of perjury that I will not recruit any current or past clients of Alexandra Lozano Immigration Law, PLLC and that I will not provide any legal advice to any immigrant about immigration law because I am not a lawyer.

Signed and sworn this day of , , by:

Ilse Snchez 10/14/2022

Alexandra Lozano
Immigration Law, PLLC
16400 Southcenter Pkwy
Suite 410
Tukwila, WA 98188
206.406.3068
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ALL PROVISIONS LISTED APPLY TO CURRENT EMPLOYEES & EMPLOYEES WHO NO LONGER ARE EMPLOYED BY ALEXANDRA LOZANO IMMIGRATION LAW PLLC

NONCOMPETITION PROVISION

For a period of __12___ **[months]** after the Employee is no longer employed by the Company, the Employee will not, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, distribute, sell, offer to sell, or solicit any orders for the purchase or distribution of any products or services which are similar to those distributed, sold or provided by the Company during the _12____ **[months]** preceding the Employee's termination of employment with the Company, to or from any person, firm or entity which was a customer of the Company during the _12____ **[months]** preceding such termination of employment.

NONSOLICITATION OF EMPLOYEES PROVISION

For a period of _12____ **[months]** from the date that Employee is no longer employed by the Company, Employee shall not take any actions to assist Employee's successor employer or any other entity in recruiting any other employee who works for or is affiliated with the Company. This includes but is not limited to: (a) identifying to such successor employer or its agents or such other entity the person or persons who have special knowledge concerning the Company's processes, methods, or confidential affairs; and (b) commenting to the successor employer or its agents or such other entity about the quantity of work, quality of work, special knowledge, or personal characteristics of any person who is still employed at the Company. Employee also agrees that Employee will not provide such information set forth in (a) and (b) above to a prospective employer during interviews preceding possible employment.

NONSOLICITATION OF CUSTOMERS/CLIENTS PROVISION

Employee agrees that for __12__ [**months**] after Employee is no longer employed by the Company, Employee will not directly or indirectly solicit, agree to perform, or perform services of any type that the Company can render ("Services") for any person or entity who paid or engaged the Company for Services, or who received the benefit of the Company's Services, or with whom Employee had any substantial dealing while employed by the Company. However, this restriction with respect to Services applies only to those Services rendered by Employee or an office or unit of the Company in which

Employee worked or over which Employee had supervisory authority. This restriction also applies to assisting any employer or other third party.

EMPLOYEE NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by **Alexandra Lozano Immigration Law PLLC** (Company), the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:

   a. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
   b. Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans, sales systems, techniques and scripts."

2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

3. That upon the termination of my employment from the Company:

   a. I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
   b. The Company may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief for any breach.
   c. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors, and assigns.

Signed this _____ day of _____, 20____. 10/14/2022

EMPLOYEE:

Ilse Sanchez

Employee Signature

Ilse Sánchez

Print Name

COMPANY:

Monique Szyszka-Ramos

Company Signature HR Director

Monique Szyszka-Ramos

Print Name and Title

*****ANY EXCEPTION TO ANY PROVISION MUST BE APPROVED IN WRITING PRIOR BY ALEXANDRA LOZANO /OR MANAGEMENT*****

"What You Learn at the Office Stays at the Office." A Support Staff Primer on Confidentiality

Mark Bassingthwaighte, Esq.
mbass@alpsinsurance.com

Trust, which is built upon a lawyer's ethical duty to keep all information relating to the representation of a client confidential, is the hallmark of the attorney-client relationship. Think about it. A confidentiality rule makes sense because it's an excellent way to encourage prospective clients to seek legal assistance when called for and to help them feel comfortable about speaking openly and frankly with a lawyer once they do, to include sharing information that may be embarrassing or legally damaging. And it should go without saying that lawyers need to know the good the bad and the ugly in order to provide effective and competent representation.

This duty to keep all information relating to the course of representation confidential is a broad one indeed. Not only does it include information communicated by the client, it also includes everything else learned during the course of representation regardless of the source. If any information relates to the representation of a client, even the basics like a client's identity and the subject matter of the representation, it's a confidence. And with very few exceptions, a lawyer cannot disclose any confidence absent informed consent from the client, even after the legal matter has been resolved. In fact, this duty of confidentiality is so broad that it is still in play even after a client has died.

On top of all this, lawyers have another ethical obligation which is to make sure that everyone in their employ also keeps all information relating to the representation of any client confidential. In short, if a lawyer couldn't share the information, neither can any member of his or her staff, regardless of position. Thus, the duty of confidentiality applies to everyone who works at a law firm, from the part-time runner, the fulltime paralegal, the back-office assistant, the new associate attorney, all the way to the most senior lawyer at the firm. As a way to help you understand the ramifications of this obligation, let's talk about a few specific situations.

Reception

All kinds of people can pop up in reception, vendors, prospective clients, actual clients, family members, opposing counsel, and delivery folk just for starters. It can be a busy place, particularly if the phone never stops ringing. Given the public nature of this space:

- **Never discuss confidential information within earshot of anyone who is not employed at your firm or isn't the subject client.** For example, if you need to let a lawyer know a specific client has arrived, this might mean you pickup the phone and let the lawyer know that her 2:00 appointment is here as opposed to saying Bob Jones is here and he wants to talk to you about his divorce. In a similar vein, never answer specific questions about a client's matter if anyone else is waiting in

reception. Politely suggest they wait to discuss their matter with their attorney in order to keep their matter private. Most people will appreciate your discretion.

- **Never leave confidential information in plain view of others.** For example, documents sitting on a counter or receptionist's desk should be placed face down if someone standing at reception could read the documents. Similarly, other than firm employees, no one in reception should ever be able to view an office computer screen.

- **Never give out any information over the phone to anyone other than the client.** Telephone numbers, addresses, whether a client has an appointment on a particular day, or whether a client has spoken with an attorney at your firm are all confidential pieces of information that should never be shared with anyone outside of your firm. Even something as innocent as telling someone that a client is currently meeting with their attorney can have devastating consequences. Here's just one example of how. Your firm represents a woman in a particularly volatile divorce. The soon to be ex-husband has been accused of stalking and is a danger to your client and her family. A respectable sounding person calls your firm claiming to be a teacher at the school of your client's son and is wanting to know if your client is there because there's a problem that needs to be discussed. Trying to be helpful, you confirm she is there and that you will pass the message along. Shortly thereafter you learn your client's husband has just taken her son out of school and soon to be out of state. He was able to do this because, as a result of the information you provided to the caller, he knew your client wasn't going to be able to stop him.

- **Never leave detailed voice messages absent specific permission from the client or prospective client.** When leaving a voicemail message, you never know who might have access to it. If you can't speak directly with the client, only leave a return number and state that the phone call is regarding a personal matter. Particularly in contested matters, such as a divorce, don't leave the name of the firm, or any other confidential information that could be unintentionally shared with a third party who happens to listen to the message before the client or prospective client.

Electronic Communications

Although convenient, email, faxes and text messages are high risk when it comes to trying to keep something confidential, in part, because you have no way to confirm that the first and only person who will read a fax, email or text message is its intended recipient. For example, it's not uncommon for a traditional fax to go through several hands before it reaches your client, employers regularly monitor employee email and text messages are often received on devices more than one person has access to. Given this:

- **Never fax, text or email highly sensitive information without the direct authorization of the attorney assigned to the case.** Sometimes the information being sent is sensitive enough that encryption must be used or the information must

be delivered by an alternative means, perhaps via a client portal or hand delivered. If you have any concerns, always ask for clarification regarding the proper steps you should be taking.

- **Never send a fax, text, or email that contains confidential information without the prior written consent of the client and always use previously verified contact information.** Family members share computers, spouses often have access to each other's smart phones and know each other's passwords. Likewise, a minor typographical error in an email address or phone number can result in an unknown stranger receiving confidential information. Since no amount of boilerplate language at the bottom of an email message or on the cover page to a faxed document can ever put that cat back in the bag, double check the accuracy of every phone number, fax number, or email address you are about to use.

- **Never store client confidences on your laptop, a home computer, or any other portable digital device, to include your smart phone, unless the device is password protected, full disk encryption is enabled and you have specific permission to do so from the attorney(s) you work for.** Mobile devices are too easily lost or stolen, home computers are rarely properly secured, and family members often have access to home computers, smart phones and the like. Worse yet, if confidential client information were to find its way into the hands of someone who doesn't have your best interests at heart because the device was lost, stolen or breached, really bad things can ensue. Here's the bottom-line, always keep confidential information in a secure location at the office unless and until it is absolutely necessary for you to do otherwise, and again, only after having been given permission to do so.

Outside of the Office

Particularly after something crazy, unexpected or stressful has happened at the office, it can be tempting to want to share the story with a close friend or family member. Others find that all the juicy things they hear at the office make great fodder for those that love to gossip. So, unless you want to be prematurely terminated from your firm you should:

- **Never discuss any firm matters with your spouse, other family members, close friends, and especially on social media.** None of the people you would be sharing confidences with are bound to maintain client confidences like you are; and, despite how much you might trust them, sometimes they just can't help sharing what they've learned with someone they trust to keep your secret. This is one situation where the idiom "Loose lips sinks ships" holds true. If find you have a real need to talk with someone, perhaps to find a way to work through a stressful situation, reach out to a professional counselor who is similarly bound to keep all that is shared with them confidential. Otherwise, keep your mouth shut.

- **Never discuss any firm matter with any person who works at another law firm.** Yes, you may be friends, and I know they can relate, but there is no exception to the confidentiality rule that says it's okay to talk with others as long as they work in the legal profession and you refrain from sharing the client's name. At times, enough unique information can be shared that others are able to connect the dots and, on occasion, this can have serious unintended consequences. If you need to get it out, talk with others who work at your firm or, again, reach out to a professional counselor.

- **Never discuss firm matters with fellow employees in public places.** Be it on a cell phone, in a restaurant booth, at the courthouse or in a public restroom, if others can overhear the conversation you need to wait and have the conversation elsewhere. No ifs, ands or buts here, period.

Changing Jobs

You learned at the beginning of this piece that the duty of confidentiality is so broad that it survives the death of a client, so it should come as no surprise that it also survives the end of your tenure as an employee at a law firm. With this in mind:

- **Never discuss former clients or their matters at your new place of employment.** The only exception to this would be if you happen to find new employment at a different law firm. Due to conflict of interest concerns, your new firm has an ethical obligation to ask if you happened to have worked on any matters for any of the parties involved with a current matter or potential new matter at your new firm. Simply acknowledging that you have worked on matter or worked with a specific client at the prior firm is not a breach of confidentiality as long as this is all you share. Disclosing anything more is strictly prohibited, even in informal conversations with a fellow staff member at the new firm.

In light of the above, it's hopefully becoming quite clear how important your role in helping to maintain client confidences really is. Lawyers have been professionally disciplined, sued for malpractice, and fired from matters due to the indiscretions of staff members, most of whom lost their jobs as a consequence. Now that you know what's learned at the office is to stay at the office, take it to heart. Not only does your job and your employer's reputation depend on it; mostly importantly all firm clients expect and deserve nothing less.

Ilse Sanchez 10/14/2022

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ADDENDUM

EFFECTIVE IMMEDIATELY 02/03/21

ZERO GOSSIP POLICY

By signing here you confirm that you have watched this video:

https://view.bbsv2.net/bbext/?p=land&id=BA7525E570315DE4E0530100007FDE10&vid=70806eda-eeac-4602-b893-d7712ca28f22

There will be an Absolute ZERO Tolerance to anyone contributing, suspected or not putting an end to ANY sort of GOSSIP. To be clear- if you are gossiping OR if you are the receiving end of gossip, this will be grounds for immediate termination. If you even suspected of gossiping, then it also grounds of immediate termination.

Gossip constitutes stealing from our clients and our firm. Plus, it tears people down when are supposed to be lifting people up.

We are a team. We are here for the clients and making a difference in people's lives. We must uplift one another and uphold our mission.

This is your written notification. There will not be any further warnings on this.

10/14/2022

Ilse Sanchez

Print Name: _____ Date: _____

Employee Signature of Acknowledgement you have watched the video and understand.

Monique Ramos

HR /or Manager Name:_____

Signature: Monique Ramos _____