

From: Mike Sitrick <[REDACTED]>
To: jeffrey E. <jeevacation@gmail.com>
Subject: RE: Follow up
Date: Tue, 21 Apr 2015 23:31:09 +0000

Sure - [REDACTED]

From: jeffrey E. [mailto:jeevacation@gmail.com]
Sent: Tuesday, April 21, 2015 4:30 PM
To: Mike Sitrick
Subject: Re: Follow up

can you speak now?.

On Tue, Apr 21, 2015 at 6:21 PM, Mike Sitrick <[REDACTED]> wrote:
Jeffrey

I have had some time to check the facts.

Your information is incorrect. Although I think it is unproductive at this late stage to re-harsh what has transpired, I will since you reached out to me and indicated your desire to resolve this.

1. My counsel reached out to your counsel in July of 2012 and indicated their preference to litigate this matter in the confidential confines of Arbitration, pursuant to our engagement letter. Among other things, we felt this would be advantageous to you given the sensitive nature of our engagement. We informed your counsel that if you would not arbitrate that we would file an action in Los Angeles Superior Court, and sent your counsel a courtesy copy of the complaint. My counsel repeatedly reiterated to your counsel our desire to amicably resolve this dispute. In late 2013 when the debt was much less (before more in attorneys fees, costs and interest was incurred) your side made a bad faith offer of \$25,000 on a debt of that was over \$103,000.
2. A complaint was then filed in Los Angeles Superior Court in 2013. We obtained a default judgment, awarding 100% of the professional fees, interest on those fees and out of pocket expenses from your engagement of our firm, including \$20,000 of attorneys' fees. The award was consistent with and validated the terms in our engagement letter.
3. It is undisputed that (i) at your request, we were retained; (ii) I personally immediately began to engage and assigned senior staff members to work with me given the sensitivity of the matter and the onslaught of media inquiries and attention; (iii) we sent invoices to Darren and others without objection; (iiii) we continued to work and (v) the invoices were never paid. As a result, I incurred additional attorney's fees and costs. My attorneys advise me that the current judgment is enforceable. The original complaint was received by you in New York in March 2013 and we have proof of that. There has been no judicial determination to the contrary. To that end, we are entitled to continue with our collection efforts wherever we believe you have assets.
4. You have the accounting. There have been no payments made on this account which are not reflected. The payments you are referring to were for work undertaken in 2006/2007.

5. I provided you with all of the numbers, including the amount of the judgment, principal and interest, attorney's fees and costs. The \$150,000.00 offer was rejected. Since then, the attorney's fees and costs continue to be incurred, through today. I reiterate what I said when we last spoke: if you want to do the right thing, you will pay me for the principal, fees and costs. As a courtesy, thinking you wanted to repair the relationship, I offered to waive over \$10k in interest but this offer was and is being made only if payment for the remainder outstanding is received promptly, meaning within 5 business days.

6. The 2005 Agreement is clear that it continues until terminated, which it never was. The court judgment was in fact made pursuant to the terms of the engagement letter, including the award of professional fees, costs, interest and attorney's fees. Moreover, we were informed that the 2011 agreement was in full force and effect even though it was not needed. We relied on that representation and fully performed.

I am not seeking the attorneys' fees that were not included in the judgment. I am seeking the fees awarded by the judgment, plus the fees and costs paid since the entry of the judgment. Regarding the amounts paid at that time to Lance Shinder, even though he is entitled to and will be paid more on this file, I am only seeking part of his fees as a courtesy to you.

I hope this helps.

Jeff, I was hopeful when you reached out to me and apologized it signaled that you wanted to do the right thing by paying the amount owed and were trying to repair the relationship. If I receive payment from you this week, I will know that was and is still your intent.

Best regards,

Mike

From: Mike Sitrick
Sent: Monday, April 20, 2015 9:06 AM
To: 'jeffrey E.'
Subject: RE: Follow up

Jeffrey

I am in the midst of another client project but will get answers to you shortly.

Mike

From: jeffrey E. [<mailto:jeevacation@gmail.com>]
Sent: Monday, April 20, 2015 9:02 AM
To: Mike Sitrick
Subject: Re: Follow up

not at all i sent an email to you on thurs, i resend

Michael,

Thanks for your time yesterday . to hopefully work towards a resolution to put this matter in the past I thought it would be helpful to at least agree on the facts. so if not too much trouble there are a few points that I would like to understand

1. You told me that you won the arbitration, ? I understood that after your lawyers sent an arbitration demand

in March 2012, in June 2012 my lawyers challenged it, sending to the AAA a letter demonstrating that the 2005 agreement with Roy Black's firm which you said was the source of the agreement to arbitrate was no longer in effect. I tell you this in the spirit of resolution, my understanding is that In response, your lawyers initially sought to stay the arbitration, threatening to file a complaint in LA County court, When they could not see eye to eye you sought and received a currently unenforceable default judgment. So, as i now understand it , your bills were never reviewed by any court or arbitrator. is that right?

2. You told me yesterday that you received one payment from me. Would you please send me the details of that payment. In additoin you said you would provide me the sum of what roy had paid you. in 05-7

3. oddly and again in an attempt to understand where we are. Your email that you sent to me did not agree with the email that my lawyers received only on April 3 from your lawyer, Lance Shinder, who advised that according to your own records, you suggested you were owed \$204,393.67, and Lance offered to accept \$150,000.

4. you stated you were operating under the 2005 Agreement? were the invoices addressed to roy? or to jay? was the payment you referred to to jay or roy?

I am also told that even the California court only allowed 20k of your proposed fees ,and that without even a presentation of our position . , and took it upon themselves to disallow the rest and cut your proposed costs. . since then it appears your California attorneys were engaged in nothing more than largely ministerial actions ? the court also disallowed some of your costs on their own, . in addition only on April 3 in an email to my lawyers, Lance indicated that his fees were only \$4,115.

Michael, as I said, I would like to resolve this matter, . getting the facts straight will go a long way to getting it done. sorry for the mess.

Jeffrey

On Mon, Apr 20, 2015 at 11:53 AM, Mike Sitrick <[REDACTED]> wrote:

Jeffrey

You said you would get back to me Friday. I'm assuming you got tied up with something else, but would appreciate a response.

Thanks

Mike

From: Mike Sitrick
Sent: Wednesday, April 15, 2015 3:30 PM
To: 'jeevacation@gmail.com'
Subject: Follow up

Jeffrey:

Here is the information on the outstanding bill:

The Judgment from 08/15/14 was for \$155,464.22

Interest on that judgment, per the judgment (10 percent) through today is \$10,051.24

California counsel fees through today in excess of those that were included in the judgment are \$35,039.50

California counsel costs through today beyond those that were included in the judgment are \$7,862.

Florida counsel costs are approximately \$16,000.

If my math is correct, this totals \$224,416.96.

I appreciate your calling and apologizing for this situation getting to this point. I too am sorry it got to where we are.

As I mentioned when we spoke, I believe the fair thing to do is to make me whole for what this has cost me to pursue. Also, as I mentioned, if we can get this resolved quickly, I am willing to waive the interest of \$10,051.24 which is due according to the judgment, leaving a balance of \$214,365.72.

I look forward to hearing from you soon.

Best,

Mike

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