

From: Mike Sitrick <[REDACTED]>
To: jeffrey E. <jeevacation@gmail.com>
Subject: RE: Follow up
Date: Mon, 20 Apr 2015 16:06:16 +0000

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that the 2005 agreement with Roy Black's firm which you said was the source of the agreement to arbitrate was no longer in effect.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 resoution, 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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please note

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