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VIA EMAIL

July 24, 2015

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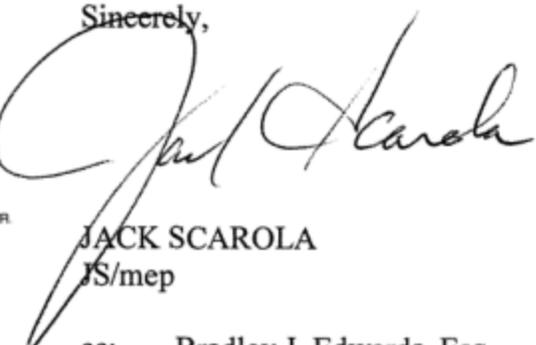
Dear Chet:

This is in response to your letter regarding Jay White's deposition.

We have been Court-ordered to conduct a mediation that will now address both the potential liability (however remote) that Brad Edwards may have pursuant to your Proposal for Settlement and the potential liability (which we consider highly likely) that your client may have on the underlying malicious prosecution claim. Because the fee liability is part of the risk assessment that must be made in the context of settlement negotiations, we would at least like Jay White's report, even if we decide not to depose him.

Alternatively, you can abandon any fee claim pursuant to your Proposal for Settlement.

Sincerely,


JACK SCAROLA
JS/mep

cc: Bradley J. Edwards, Esq.



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