

KASOWITZ BENSON TORRES LLP

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April 26, 2021

BY EMAIL

Jeffrey M. Eilender
Erik S. Groothuis
Michael Brodlieb
Schlam Stone & Dolan LLP
26 Broadway
New York, NY 10004

Bryan J. Freedman
Freedman & Taitelman LLP
1801 Century Park West, Fifth Floor
Los Angeles, CA 90067

Re: Walk v. Kasowitz

Dear Messrs. Eilender, Groothuis, Brodlieb and Freedman:

I write to provide you with one opportunity to voluntarily dismiss this case with prejudice. If you do so by 5:30 p.m. on April 27, 2021, we will not seek sanctions from you and your client. If you do not do so by then, we will seek all available costs, attorneys' fees and other sanctions against you and your client.

Your conduct in filing this case against Mr. Kasowitz and our firm (together, "Kasowitz") is frivolous. It is completely without merit in law, undertaken primarily to harass or maliciously injure Kasowitz and asserts egregiously false material factual statements, all of which is sanctionable under 12 NYCRR 130-1.1. Set forth below are some, but certainly not all, of the numerous egregious falsehoods contained in your complaint.

The premise of your complaint – that Kasowitz failed to inform Walk "that he had a strong alternative to signing the settlement agreement," and "falsely told [Walk] that he had no choice [but to settle]" (¶ 13) – is ludicrously false. Kasowitz fully informed Walk of his options to settle or to litigate at all times during the representation. Walk knows this full well – as do the three independent outside attorneys whom Walk consulted and who advised Walk during the

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entire period Kasowitz represented him. John Singer, an employment lawyer at Singer Deutsch LLP, Mitchell Littman, a corporate attorney at Littman Krooks LLP and Thomas Clare, a partner at Clare Locke LLP specializing in defamation and reputational attacks, participated in numerous conference calls with Walk and attorneys at our firm, during which Kasowitz told Walk, among other things, of his option to litigate, the potential claims he could assert in such a litigation, the potential witnesses who would testify and litigation strategy.

In this connection, I am placing you on notice that Mr. Singer (a friend of Walk since childhood) will, if this case proceeds, testify to the effect that: (i) during numerous conversations in which Mr. Singer participated, Kasowitz advised Walk of the pros and cons of both settlement and litigation; (ii) during those conversations, Kasowitz reviewed the Employment Agreement with Walk; (iii) those conversations included vetting a strategy for challenging UMG's threatened termination for cause; (iv) Walk met and consulted with other attorneys besides Kasowitz and Mr. Singer during Kasowitz's representation on whether to settle or litigate, including those listed above; and (v) at no time did Kasowitz pressure Walk to settle, which he chose to do of his own volition. Similar testimony will be given by Mr. Littman and Mr. Clare.

Contrary to your complaint, Walk was accused of misconduct he committed while employed at UMG, and UMG retained an independent law firm to conduct an investigation of those accusations. Based on that investigation, which included a complainant reporting Walk had tried to kiss her at a UMG party, UMG threatened to terminate him for cause, and had clear justification based on the facts reported to UMG for doing so under its harassment policy. Kasowitz advanced Walk's strongest arguments, such as they were, in the very February 16, 2021 and February 26, 2021 letters to UMG you attach to your complaint.

Your claim that UMG agreed in Walk's Employment Agreement to be bound by a confidentiality provision in its harassment policy is false. That policy was incorporated into the Employment Agreement expressly and solely in order to ensure that *Walk* complied with it. In any event, your focus on the word "endeavor" in UMG's harassment policy ignores the rest of the sentence ("and as considered by the Company to be practicable and appropriate in order to meet the purposes of investigating, responding to claims, complaints and charges, and achieving the other objectives of this policy") – context which makes plain that your claim that UMG was obligated not to disclose the charges against Walk (which had already been reported in the media) is frivolous. Indeed, in light of this language and the public nature of the complaints, your claim that Walk would have recovered significant damages because of UMG's internal email is all the more absurd.

The principal concern Walk raised with Kasowitz and his other advisors was his deep fear about being publicly fired for cause (whether permitted under the Employment Agreement or not). Walk was extremely concerned with, among other things, [REDACTED], as well as the severe and immediate consequences that he said such a firing could have on his son's potential matriculation to a particular college. Indeed, Walk said if he chose to walk away from [REDACTED]

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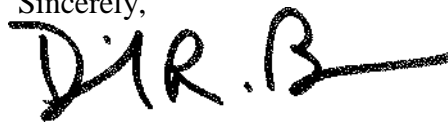
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that Kasowitz obtained for him and instead fought UMG, it was likely that his wife would divorce him.

Your allegation that Walk entered into the settlement because Kasowitz told him “he had no choice but to quickly settle” is patently false. Kasowitz always told Walk that it was ready, willing and able to litigate, and to do so aggressively. Singer, Littman and Clare were intimately involved in these discussions. Walk ultimately made the decision – fully informed by countless discussions (at all hours of the day and night) with Kasowitz and numerous friends, family members and other advisors he consulted – that he wished to enter into the settlement agreement with UMG, in exchange for which he avoided being publicly fired for cause, [REDACTED], and avoided a protracted and expensive arbitration. Following his decision to settle, Walk was intimately involved in the drafting of the settlement agreement – on which he and Littman provided numerous comments via phone and email, insisting on specific terms and language they wanted to include. [REDACTED]

Your client apparently wants to smear Mr. Kasowitz and this firm to try to repair his reputation which his own misconduct sullied. He will be unable to do so. Your participation in his effort by defaming Mr. Kasowitz and this firm in your fictional complaint and in your statements to the media is sanctionable. If the complaint is not withdrawn immediately, we will take all necessary and appropriate steps to obtain redress for your and your client’s outrageous conduct.

Sincerely,

A handwritten signature in black ink that reads "D.R.B." followed by a horizontal line extending to the right.

Daniel R. Benson