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**From:** jeffrey E. <jeevacation@gmail.com>  
**Sent:** Thursday, April 16, 2015 4:44 PM  
**To:** Mike Sitrick

Inbox

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Darren Indyke

11:33 AM (56 minutes ago)

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to me

<https://mail.google.com/mail/u/0/images/cleardot.g=f>

Please see below a proposed draft letter from you to Michael.

Settlement Discussions

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that the 2005 agreement with Roy Black's firm which you said was the source of the agreement to arbitrate was no longer in effect. 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 on a settlement, yours filed a complaint=20 confidentiality obligations, which was never served on me, and obtained what everyone understands to be a currently unenforceable default judgment. So, as i now understand it your bills were never reviewed by any court or arbitrator.
2. You told me yesterday that you received a payment from me. Would you please send me the details of that payment. In addition you said you would provide me the sum of what Roy had paid you. in 05-7
3. oddly Your email 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. If you were operating under the 2005 Agreement were the invoices addressed to Roy or to Jay? was the payment you referred to from Jay or Roy?

I am now told that even the California court only allowed =20k of your proposed fees , without even a presentation of ours. , and too= it upon themselves to disallow the rest and cut your proposed costs. =A0 . since then your California attorneys were engaged in largely ministerial actions ? the court also disa=lowed some of your costs on their own, . in addition only on A=ril 3 in an email to my lawyers, Lance indicated that his fees were \$4,115.

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

Jeffrey

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please note=br>

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