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September 10, 2016

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**VIA EMAIL AND CERTIFIED U.S. MAIL**

Thomas G. Hentoff, Esq.  
Williams & Connolly LLP  
725 Twelfth Street, N.W.  
Washington, D.C. 20005-5901  
Email: [THentoff@wc.com](mailto:THentoff@wc.com)

**Re: Charles J. Harder – Demand for Retraction, Apology and Damages**

Dear Mr. Hentoff:

We write on behalf of Charles J. Harder in reference to his substantial claims against UniModa, LLC and Univision (collectively “Univision”) and John J. Cook in connection with Mr. Cook’s statements published at Forbes.com on or about September 10, 2016 bearing the headline “Univision Caves To Legal Pressure, Decides To Remove Old Gawker Posts” which was posted at <http://www.forbes.com/sites/ryanmac/2016/09/10/univision-caves-to-legal-pressure-and-decides-to-remove-old-gawker-posts/#5e98b11b7036> (the “Article”).

In the Article, Mr. Cook made the statement: “**The end goal for Charles Harder is to harm people** . . . Whether that’s [former Gawker editor] A.J. Daulerio or Sam Biddle or Nick Denton or me. I do not believe he has his client’s interests at heart” (the “Defamatory Statement”).

The bolded sentence in the Defamatory Statement is false, malicious and highly defamatory. Moreover, both the first and last sentences in the Defamatory Statement constitute tortious interference with contractual relations, namely Mr. Harder’s *existing* client relationships. The Defamatory Statement also constitutes tortious interference with *prospective* economic advantage in regard to Mr. Harder’s future clients, among other claims.

Mr. Harder hereby demands an immediate public retraction of the Defamatory Statement and an apology, as well as the payment of damages or an alternative agreeable resolution. If Univision and Mr. Cook fail to comply and respond to these demands **immediately**, Mr. Harder will not hesitate to exercise his rights in pursuing legal action against Univision, the executives at Univision who are responsible for the hiring of Mr. Cook based upon negligent hiring practices

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(Mr. Cook has a long line of defamatory activity, and has been sued for it in multiple public lawsuits of which Univision executives have been well aware for months), and against Mr. Cook himself.

Please be advised that any and all future statements by Mr. Cook or anyone else at Univision (including any entity owned or controlled by Univision) that are defamatory of Mr. Harder will subject Univision and all other entities and individuals involved to substantial punitive damages, for the repeated, knowing and intentional violation of his rights.

This demand includes a legal duty to maintain, preserve, protect and not destroy (collectively "preserve") any and all documents and data, both electronic and hard copy (collectively, "documents"), which refer or relate in any way to John J. Cook, from the beginning of time until the present. This demand also duty to preserve all documents that refer or relate in any way to Mr. Harder and/or the Defamatory Statement. This preservation demand includes, without limitation, the preservation of all electronic mail (email), letters, facsimile transmissions, memoranda, instant messages (IMs), text messages, chats, phone messages, phone logs, calendars, reports, handwritten notes, typewritten notes, charts and spreadsheets, among other types of documents and communications, and all manners of storage including without limitation office servers, email servers, backup tapes, desktop computers, laptop computers, hard drives, archive files, thumb drives and storage devices of all types, mobile phones and smart phones.

Please confirm in writing **within forty-eight (48) hours** of your receipt of this demand that the foregoing demands will be and are being complied with.

This letter is not intended as a full statement of all facts relating to this matter, nor should anything herein be construed as a waiver, release or relinquishment of any rights, remedies, claims or causes of action available to Mr. Harder, all of which are hereby expressly reserved. This letter is confidential and the protected copyright of Harder Mirell & Abrams LLP, and may not be disclosed or disseminated to anyone other than senior executives of Univision and their legal counsel without the permission of the author.

Very truly yours,



RYAN J. STONEROCK Of  
**HARDER MIRELL & ABRAMS LLP**

cc: Charles J. Harder, Esq.  
Seema G. Tilak, Esq.