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August 22, 2016

**CONFIDENTIAL COMMUNICATION**

**VIA E-MAIL AND CERTIFIED U.S. MAIL**

Mr. Peter Gilhuly, Esq.  
Latham & Watkins LLP  
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**Re: Heli Soto – Demand for Removal**

Dear Mr. Gilhuly:

We write on behalf of Heli Soto in connection with a libelous story published on Deadspin.com on August 6, 2014 at <http://deadspin.com/ex-ESPN-employee-my-boss-kept-sexually-provocative-p-1617052468>, and bearing the headline, “Ex-ESPN Employee: My Boss Kept ‘Sexually Provocative’ Pictures Of Me” (the “Story”). We understand that UniModa LLC, Univision Holdings, Inc. and/or Fusion Media (collectively, “Univision”) recently agreed to purchase all or substantially all of the assets of Gawker Media LLC, including Deadspin.com. As the new owner of Deadspin.com, Univision will be subject to liability for the Story if it remains on Deadspin.com after the transaction closes.

Accordingly, we hereby demand that Univision immediately and permanently remove the Story from Deadspin.com or, in the alternative, immediately and permanently remove the following statements in the Story, which are false and defamatory:

1. Soto “Kept ‘Sexually Provocative’ Pictures Of [Heather Paskewich]”
2. Soto “distorted photos of [Paskewich] to make them ‘sexually provocative’ and posted them online, and later retaliated at work after she rebuffed his advances.”
3. “...in 2009, Paskewich accepted a position as a senior coordinator in the International On-Air Marketing Department. This meant she reported to three people, including Soto, who still had the photos.”
4. “...Soto started asking to meet with her outside of work, but...the meetings made Paskewich uncomfortable because Soto would ‘steer the conversation to off work topics, and discuss beliefs about monogamy and marriage.’”

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5. “Before Paskewich took a medical leave for foot surgery in 2012, ...Soto ‘insisted’ they go out again, and he tried to kiss her when he said goodnight.”
6. “While [Paskewich] was on leave, ...Soto would text her about meeting up for dinner or going over to her house.”
7. “...when she returned to work, Paskewich learned that Soto had taken up with Sandra Pantoja, another employee under him, even though both were married to other people.”
8. “Upon her return to work, Paskewich...found herself ‘subjected to hostile and retaliatory treatment’ by Soto...”
9. “...Soto told [Paskewich] ‘people didn't like her’ and said she was being put on a performance improvement plan.”

In reality, Soto never took or kept sexually provocative photos of Paskewich, nor did he distort photos of Paskewich to make them sexually provocative or post them online. Further, Soto never made any advances whatsoever toward Paskewich, never asked her to meet outside of work, never attempted to kiss her, never texted her about meeting up for dinner or going to her house and never contacted Paskewich while she was on medical leave. Further, Soto never had any romantic relationship with Sandra Pantoja, a very well respected employee who was happily married to another ESPN employee. Finally, Soto never subjected Paskewich to hostile or retaliatory treatment in any manner. All decisions regarding Paskewich’s employment at ESPN were handled by the Human Resources Department, not Soto, per company policies and procedures.

In sum, Paskewich’s allegations were completely fabricated and meritless. ESPN conducted an internal investigation and concluded that there was no factual basis whatsoever for the allegations. Soto also has learned that Paskewich has a history of making false accusations and filing lawsuits based thereon. Nonetheless, publication of the Story has caused, and continues to cause, severe damage to Soto and his family.

Univision is now on notice of the true facts. Thus, the continued publication of the Story by Univision would be with actual malice and give rise to claims for, among other things, libel, false light invasion of privacy and intentional infliction of emotional distress. *Bank of Oregon v. Indep. News, Inc.*, 298 Or. 434, 437 (1985). Please confirm in writing **within forty-eight (48) hours** of your receipt of this letter that the foregoing demand will be, and is being, complied with.

This letter is not intended, and should not be construed, as a complete expression of my client’s factual or legal positions with respect to this matter. Nothing contained in or omitted from this letter is intended, and should not be construed, as a waiver, relinquishment, release or

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other limitation upon any legal or equitable claims, causes of action, rights and/or remedies available to Mr. Soto, all of which are hereby expressly reserved.

We look forward to your immediate response to this letter.

Very truly yours,



CHARLES J. HARDER Of  
**HARDER MIRELL & ABRAMS LLP**