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July 9, 2015

Ania Mitros and Seth LaForge
275 Chiquita Drive
Mountain View, CA 94041

Re: Craftsmen's Guild, Inc.

Dear Ms. Mitros and Mr. LaForge,

I represent Craftsmen's Guild, Inc. and Mike Amini. This is a demand that you cease and desist from making negative online postings about my clients on the Internet. You are in breach of the mediation settlement agreement dated November 9, 2011, AAA Case No. 74 527 E 005311 TMS. This is a further demand that you take down all negative posts, other than the posting on Yelp that was agreed upon as a part of the mediation settlement agreement.

Pursuant to the settlement agreement, you were to take down, and implicitly meaning to keep down, any and all such consumer reviews posted online.

The agreement specifically prohibited you from making any posts or any other reviews on Yelp or other online consumer review sites, other than the agreed to language for Yelp pursuant to the mediation settlement agreement.

Your creation of websites that are specifically designed to defame and embarrass my client are within the purview of the intent of the agreement and you are liable for the damages that you have caused as a result of your breach of the mediation settlement agreement.

My clients have been severely damaged as a result of your breach of the mediation settlement agreement and the defamatory and negative postings that you have made on the Internet about Craftsmen's Guild, Inc. As a result of your breach of the agreement, Craftsmen's Guild, Inc. has suffered damages in the form of lost profits. Your postings have caused many potential customers to eschew the services of Craftsmen's Guild, Inc. Ms. Mitros, you indicated your awareness of the economic damages that you are causing. When my client advised you that Craftsmen's Guild, Inc. was losing customers as a result of the negative postings, you acknowledged that that was what you intended. This constitutes malice.

In addition, Mike Amini has suffered severe emotional distress. He is undergoing treatment for stress caused by the unwarranted postings that you have made in breach of the

mediation settlement agreement. The stress you have caused Mike is so severe that he is facing the very real prospect of having to have surgery to deal with his symptoms.

The purpose of this letter is to advise you of the serious nature of our client's claims and to provide you with an opportunity to resolve this matter prior to litigation. Pursuant to California Evidence Code §1152 and Federal Rule of Evidence 408, the contents of this letter, and the contents of any future settlement negotiations, may not be offered into evidence during trial.

In addition, be on notice that you are obligated to preserve evidence. The destruction, alteration or failure to preserve documents, data, information, or other evidence relevant to the issues or subject matter of pending or probable litigation can subject you to appropriate sanctions. Of particular note is the practice in a lawsuit to demand production of the memory devices for computers, telephones, and other electronic data devices for inspection. Deleted information can often be retrieved from these devices. This means that if you intend to change your phone or computer, keep your old phone and computer intact and do not dispose of them, as they may contain relevant evidence. This also means that you should not delete any emails, text messages or other writings relevant to my clients' claims against you.

Among the websites and postings about which my clients are aware of are the following that must be taken down:

<https://anialife.wordpress.com/2013/01/28/craftsmens-guild-lead-legacy/>

<http://ofb.net/~ania/life/2012/MyBadContractor/>

<http://www.mv-voice.com/print/story/2011/02/25/contractor-files-big-claim-for-bad-yelp-review>

<http://www.yelp.com/biz/craftsmens-guild-inc-cupertino>

From this date forward, you, or anyone acting your behalf, should direct all communication regarding my client's claims and related issues to this firm.

Despite my clients' suffering, it is our practice to offer you the opportunity to discuss settlement before the protracted nature and emotions of a lawsuit commence. If you are interested in resolving the matter and furthering discussions in this regard, please contact me within ten days of the date of this letter. If I do not hear from you within ten days of the date of this letter with the confirmation that you have taken down the offensive postings and that you will not make any further postings, we will have no practical alternative other than to take all legal steps available to recover the full amount of damages that my clients have suffered, both economic and non-economic, and to pursue punitive damages for the malicious and oppressive conduct you have exhibited in connection with the postings.

Sincerely,



Timothy B. Broderick

