

# **Exhibit A**

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**From:** Jeffrey Pagano <[jpagano@suffolklaw.com](mailto:jpagano@suffolklaw.com)>  
**Sent:** Wednesday, July 31, 2019 2:34 PM  
**To:** Laurent S. Drogin <[LDrogin@tarterkrinsky.com](mailto:LDrogin@tarterkrinsky.com)>  
**Subject:** [EXT] Chase Robinson v. Robert De Niro, Canal Productions, Inc. et al

Laurent,

Thank you for the time spent last week discussing the situation resulting from the termination of the employment relationship of Ms. Robinson. I am surprised that I have yet to be contacted by you to address the situation facing the parties in this regard.

As I indicated in our conversation last week, the letter dated July 11, 2019 sent by Tom Harvey to Ms. Robinson is utterly without any merit whatsoever, particularly in light of the documentary evidence, including letters, emails and recordings that are currently in existence, which have been reviewed and analyzed. It appears the letter sent by Tom Harvey, as "counsel" to Mr. De Niro and Canal Productions Inc. was designed to inhibit Ms. Robinson from asserting various employment and other claims against Mr. De Niro, Canal Productions, Inc. and other related entities through a strategy of libel and slander. Ms. Robinson's claims include sex discrimination, sexual stereotyping, hostile work environment and retaliation arising under the NYHRL, NYLL and the Civil Rights Act of 1964, as amended, as well as claims implicating numerous wage-hour violations arising under NYLL and the FLSA effecting Ms. Robinson and other persons, whether characterized as employees or independent contractors, who were routinely and systematically deployed to serve Mr. De Niro, Canal Productions Inc. and other related entities.

I forward this communication to you, as I indicated in our brief conversation, because your name was set forth on an incomplete Severance Agreement previously presented to Ms. Robinson by Mr. Harvey on behalf of Mr. De Niro and Canal Productions Inc. As well, notwithstanding Mr. Harvey's admonition to Ms. Robinson on July 11, 2019 to only communicate with him related to Mr. De Niro, Canal Productions Inc. and/or other related entities, it appears from the evidence I have reviewed, that Mr. Harvey cannot act as counsel for any party or witness in this matter under the NY Rules of Professional Conduct, in part, because he is a witness to many of the events effecting Ms. Robinson's employment and other matters in connection with effectuating assignments related to affiliated entities and/or persons of interest formerly related to Mr. De Niro, as set forth in the July 11, 2019 communication and otherwise throughout her employment. Further, Mr. Harvey simultaneously occupied and effectuated a position of authority resulting in the exercise of routine decision making concerning Ms. Robinson's employment and the operations of Canal Productions Inc. and/or related entities, as well as persons of interest serviced during Ms. Robinson's employment.

Unfortunately, due to Mr. De Niro's refusal to provide a letter of recommendation to Ms. Robinson after over 11 years of faithful service, Ms. Robinson was denied admission to the London School of Economics. Likewise, due to injuries sustained in the course and scope of her employment, which were required to not be handled as a worker compensation event at the behest of Mr. Harvey, Ms. Robinson continues to incur unreimbursed medical expenses that have not been reimbursed to date. In this context, in the absence of an acceptable

and enforceable post-employment agreement for adequate consideration, Ms. Robinson may be forced to accept a going forward position requiring the disclosure to third parties of the terms and conditions of her former employment and relationship with Mr. De Niro, Canal Productions Inc. and/or related entities. Indeed, that is why, in part, Ms. Robinson drafted and forwarded a proposed letter of recommendation to be utilized going forward, as a first step to effectuate a process resulting in an appropriate Severance Agreement, related to the former employment relationship and as otherwise agreed upon by the parties.

I am hopeful that an arrangement can be consummated that appropriately protects the going forward interests of all concerned. Please let me know by August 5, 2019 whether there is any interest in amicably resolving the situation. Otherwise, please advise whether you are authorized to accept legal process on behalf of Mr. De Niro, Canal Productions Inc., Riverside Trust, Tribeca Productions, Tribeca Film Center, Tribeca Enterprises and Tribeca Film Institute. Nonetheless, please preserve any and all documents, including emails, videos and recordings related to the claims set forth above and as otherwise required by applicable law.

Regards,

**Jeffrey W. Pagano**

Partner

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Tarter Krinsky & Drogin LLP, Attorneys-at-Law.