

Exhibit D

From: Jeffrey Pagano <jpagano@suffolklaw.com>
To: Laurent S. Drogin <ldrogin@tarterkrinsky.com>
Sent: 8/13/2019 2:53 PM
Subject: Re: Chase Robinson v. Robert De Niro, Canal Productions, Inc. et al- Settlement Discussions

Laurent,

I hope you and your father had a wonderful "father and son" experience. As well, I hope you caught enough fish to both entertain and feed the both of you.

We have carefully reviewed the evidence concerning the allegations made against Ms. Robinson. To put it gently, the allegations are without merit. Otherwise stated, the allegations reflect lame excuses in an attempt to create a scenario designed to avert the focus from the appropriate examination of a completely sexist work environment sponsored and created by Mr. De Niro utilizing the employment platform of Canal Productions and related entities, where duties, among other terms and conditions of employment, are assigned to employees based upon sex and sexual stereotypes irrespective of the actual positions occupied, particularly when coupled with various events and statements that I related as examples in earlier communications. As well, the influence and conduct of the various sexual partners of Mr. De Niro in the workplace towards Ms. Robinson, throughout her employment, effected the terms and conditions of her employment and created a hostile work environment, which also constitutes sexual discrimination, as a matter of law in New York. Under the circumstances, Ms. Robinson had no choice but to resign from employment with Mr. De Niro,

Canal Productions and related entities, rather than to continue to be the recipient of inappropriate conduct and statements by authorized persons allowed into the workplace by Mr. De Niro, although not directly employed by Mr. De Niro and/or Canal Productions and related entities.

As to the allegations against Ms. Robinson relating to expense expenditures, each expenditure was approved, job related and furthered the interests of Mr. De Niro, as well as the intermingled Canal Productions employment platform. It is ironic that the allegations made by Mr. Harvey would be made against Ms. Robinson who repeatedly brought various financial irregularities to Mr. De Niro's attention. As evidenced by numerous written communications, Ms. Robinson repeatedly indicated that expense expenditures were central elements of the utter chaos of the overall financial system utilized by Mr. De Niro, which in part, resulted from the directed commingling expenditures related to Mr. De Niro's personal life, with expenditures directed by him to be expended by employees through Canal Productions and other related entities, including compensating employees in cash and through other nontaxable devices. In this context, there are differing financial arrangements between Mr. De Niro and [REDACTED], [REDACTED] and [REDACTED] among others, all of whom had access to the same credit cards and other financial devices, as well as cash, that resulted in expenses attributed to events which may not appear to be work related, but were nonetheless approved by Mr. De Niro as terms and conditions of employment. Emails and texts between Ms. Robinson and Mr. De Niro confirmed the existence of a lack of appropriate financial oversight, which caused Ms. Robinson to request "checks and balances" concerning all financial and employment matters. Indeed, Mr. De Niro acknowledged the problems caused by a system allowing employees to have access to the same credit cards and cash, with each employee authorized to utilize each card and cash for a different purpose, whether employment terms and conditions related, and/or to pay for Mr. De Niro's personal or professional expenses. For example, on November 30, 2017 Mr. De Niro characterized the situation as being "on the path of Yohalem" referring to his former accounting firm, which was terminated for incompetence among other reasons. Mr. De Niro fittingly referred to Ms. Robinson as "Harry Markopolos", indicating "he was annoying but he was right.:" In short, rather than Ms. Robinson being the culprit as conveniently alleged by Mr. Harvey at this time, Ms. Robinson was one of the few employees acting in the best interest of Mr. De Niro and Canal Productions and related entities at all times. Down deep, I am confident Mr. De Niro knows this fundamental truth.

We recognize the complexity of the situation, particularly in the absence of a nondisclosure agreement. Keep in mind, Mr. De Niro threatened Ms. Robinson when she indicated that she desired to resign in 2018, "you will never work again". Mr. De Niro effectuated this threat in 2019, when he refused to provide a simple reference to allow Ms. Robinson to further her formal education. Under the circumstances, there is very little that can be explained to future employers as to the expenditure of 11 years of employment by Mr. De Niro, Canal Productions and related entities without the cooperation of Mr. De Niro. On the other hand, because Ms. Robinson has an ability to write, I am sure with the proper funding an accurate portrayal of her life including the 11 year employment experience is an opportunity that could allow her the financial and professional security that she otherwise seeks through further education and future employment. Unfortunately, based upon the false statements set forth in Mr. Harvey's letter, false statements made by Mr. De Niro to co-employees among others persons in the industry, Ms. Robinson's future opportunities are very narrow at this time and she may have few options.

I believe the situation should be informally resolved as soon as possible, particularly in light of events in the near future that may be of importance to all concerned.

Regards,

Jeffrey W. Pagano

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