

[REMOVED - LAW FIRM LETTERHEAD]

March 24, 2023

VIA EMAIL ([REDACTED])

Dear Mr. Rowan,

As you know, this law firm represents The Workers Lab. We write in response to your communication to Adrian Haro dated March 14, 2023.

As an initial matter, it is important for us to communicate that completion of the PGWP design sprint remains a top priority of The Workers Lab. We understand that MM4A shares this goal. Accordingly, The Workers Lab has made it clear that it desires to try find a way to complete this work with MM4A.

In addition, we want to assure you that The Workers Lab takes all complaints and allegations of improper conduct seriously and is committed to handling them appropriately. Any credible claim of harassment that requires review or investigation included in your correspondence will be addressed accordingly by the organization. The Workers Lab will follow up with you as appropriate following its internal review of your complaint.

That being said, separately from your complaints of alleged harassing conduct, your correspondence makes a number of financial, professional, and personal demands, coupled with threats to publish the substance of your allegations (in a “credible publication”) absent resolution that meets your demands. While we certainly hope that the parties can put aside acrimony and reach resolution to accomplish their shared goal of completing the design sprint, please know that The Workers Lab will strenuously defend itself from any actions by you, MM4A or any third party to defame, extort, or otherwise threaten the organization.

Returning to the topic of completion of the design sprint, The Workers Lab has asked us to facilitate, as counsel on its behalf, a session during which the parties explore a mutually agreeable framework for the parties to continue to work together toward that end. (Please note, however, that while The Workers Lab approaches this process in good faith to reach common ground so that the parties can move forward in a collaborative manner, it does not intend to “start from scratch” or rewrite the terms of the existing Vendor Agreement dated March 25, 2022 between the parties.) Alternatively, if you would prefer to proceed with formal mediation as contemplated in paragraph 14 of the Vendor Agreement, The Workers Lab is certainly willing to engage with a third party mediator, with costs to be shared between

The Workers Lab and MM4A. MM4A is of course welcome and invited to retain and hire counsel with respect to either option if it wishes.

Please notify me within three (3) business days of receipt of this letter if MM4A is willing to engage with The Workers Lab in a session facilitated by our firm to try to arrive at an agreement to complete the design sprint work, or if you prefer to refer this matter to formal mediation. Also, if MM4A has engaged counsel please notify me so that our firm can communicate directly with your counsel.

We look forward to hearing from MM4A so that the parties can move forward toward completion of their important work.

Sincerely,

[REDACTED - NAME OF LAW FIRM]

From: WRowan <[REDACTED]>

Date: Monday, March 27, 2023 at 2:52 AM

To: [REDACTED - LAWYER]

Cc: [REDACTED - LAWYER]

Subject: Re: The Workers Lab

[REDACTED],

Thanks for your letter. Yes, of course, I will take part in any reasoned attempt to put the issues in my letter of March 14 in the rear view mirror.

The issue is logistics, I am in London, UK, 6 hours ahead of you in Chicago. My calendar fills with calls to the US west coast after 4PM my time (noon yours) and you mention people from TWL being on the call, presumably in Pacific Time.

So, I can currently offer these slots this week (all times Pacific):

1. Thurs 3/30: 8AM-9AM
2. Fri 3/31: 9AM-10AM

Can you let me know ASAP? I do not have legal representation at this time so it's just me from this end. In light of this imbalance, I would like us to have a mutual agreement to record the conversation. However if this is not acceptable to TWL I am still willing to proceed without recording.

To make that meeting as productive as possible, I need to correct some assumptions in your letter:

1. My correspondence does not make "financial, profession and personal demands". It suggests a reasonable resolution to the problems outlined. I understand a thorough formal

complaint is expected to include this. But I must stress that resolution plan is not an opening salvo for negotiations, it is an honest answer to “what could reasonably and practically allow us to all fully move on from the problems”.

2. Characterizing any of my statements as an attempt to “defame, extort, or otherwise threaten” does your client no favors. Using the media to independently verify and synthesize details of harassment may seem random or hostile for someone with your background. It is logical for someone with my background and available resources. It is worth reflecting that a key role of lawyers in the MeToo scandal was silencing victims. It was journalists on “credible publications” (with their very high standards of fact checking) who uncovered events and stopped the behavior. (For clarity: I am not comparing my case to MeToo, merely making a broad point about why the media is a logical path for those who can’t afford to match the other side’s spending on lawyers.)
3. As you will know, but your client may not, any statement that is true cannot in law be defamatory.

And so we’re all clear: the vendors agreement you mention explicitly expired 9 months ago. I am not sure what point you are aiming to make when saying rewriting it is off the table. I have not advocated such a step. But assuming you envisage a hostile relationship between the parties going forward, I see clause 11 as one that could be leveraged by TWL to cause problems for us. That may need to be addressed in a renewal.

Personally, I don’t see a hostile relationship as the path forward. I have enormous respect for TWL’s ethos and aims. There has been reprehensible behavior which I attribute to an organizational lack of guardrails and personal blindspots. But other organizations and managers have learned, resolved, and moved on from comparable issues. I see no reason that can’t be the case here.

Best wishes

Wingham