



**Hideaki Sano**

925-954-7248 *Main*

925-407-2742 *Fax*

707-338-8387 *Mobile*

July 15, 2016

**VIA EMAIL**

Re: **DEMAND to CEASE AND DESIST** - *Bassad, Inc. d/b/a Everlast Construction v. Lipsky.*

Dear Mr. Lipsky,

As you know, my firm represents Everlast Construction ("Everlast"). I am writing to you to demand that you immediately cease and desist in making false and defamatory statements regarding Everlast Construction on your website "Everlast Construction Sucks" (the "Website"). Obviously, you are certainly entitled to express your personal opinion about the work that Everlast Construction performed for you. You are not, however, entitled to misrepresent the facts of the situation or to attempt to mislead other potential customers in an effort to vent your obvious malice and ill-will toward Everlast.

On your Website, you make a number of false and/or misleading statements. You assert, for example, that "some" of the subcontractors - including the "electrician" used by Everlast "were unlicensed." You also assert that the subcontractor that Everlast used to build your deck had "[h]is license subsequently suspended - not surprising."

Both these statements are completely false. All of the subcontractors used on your project were licensed. And, ABA Construction - the deck contractor that you referenced - simply failed to renew its license as of May 31, 2016. It did not have its license suspended. You are obviously aware of this information (having linked it to your web site), and your decision to proceed to publish this false and damaging assertion reflects your knowing, intentional, and purposeful intent to misrepresent

the facts in order to accomplish your tortious goal of ruining Everlast's business reputation.

Even when you do not make outright misstatements, your statements are clearly intended to mislead potential customers of Everlast. You assert, for example, that Everlast was "supposed to use water resistant sheetrock" even though you are well aware that there is no contractual provision or industry standard that required Everlast to use water resistant sheetrock in the location depicted in your picture. And while you mention a building inspector "call[ing] [you] a few hours after he left to make sure [you] understood all the issues," you fail to mention that in the end, the work passed all city inspection.

And while you have posted pictures of the work done by Everlast, you have purposefully selected pictures that are misleading in terms of the work completed by Everlast and the value of what you actually received. And you even have the gall to attempt to blame Everlast for "screw[ing] up" the final payment, even though the event that triggered this error was your failure to have sufficient funds for a \$10,000 check you wrote to Everlast that subsequently bounced.

As I previously noted, you are free to publish your own opinions of Everlast's work. Your obvious ill-will toward the Company, however, does not give you free license to engage in defamatory and tortious conduct that is and will continue to damage Everlast's business reputation. If you do not publish a retraction of all of your false assertions on the Website (not simply the ones listed above) and immediately cease and desist publishing false and defamatory statements about Everlast, Everlast will have no choice but to exercise any and all remedies available to it pursuant to law. In terms of the other customers that you reference, I hope that you have actually done a factual investigation of their particular circumstances and are not simply blindly re-publishing their potentially defamatory statements. Notably, your re-publication of their defamation is itself defamatory.

I look forward to your compliance with your legal obligations. If you do not comply with this demand by July 19, 2016, Everlast will assume that you have no intent to do so and will take legal action to protect its business.

Sincerely,



Hideaki Sano