

December 13, 2011

***VIA E-MAIL AND FEDEX***

Christopher "Kit" Menkin  
Leasingnews.org  
American Leasing, LP  
18736 Montewood Drive  
Saratoga, California 95070

Re: Cease and Desist Demand re Leasingnews.org Postings

Dear Mr. Menkin:

This office represents Jules and Associates, Inc. ("Jules"), which you know is a commercial leasing company. We understand that you are a principal of American Leasing, a competitor, and also publish a website known as leasingnews.org. It has come to our attention that leasingnews.org has been posting information about Jules which is incomplete and untrue. These postings violate Jules' rights under California and federal law by defaming Jules' business reputation, and purposefully seeking to disrupt Jules' economic relationships. The website is also making improper use of Jules' trademark and logo. We therefore demand that you immediately delete such information from your website and **cease and desist** from such publications in the future.

The website wrongfully assails Jules' business reputation for honesty and integrity and therefore constitutes unlawful Libel Per Se. *Cal. Civ. Code. § 45; DiGiorgio Fruit Corp. v. AFL-CIO*, 215 Cal.App.2d 560, 571 (1963). For example, the website accuses Jules of using "Evergreen clauses for extra payments" and as a company that "does not notify Lessee regarding termination." These statements are untrue and unfair. The website also appears to be publishing a "complaint" by one of Jules' customers which is factually untrue in several respects. Most recently, you have been posting a scoresheet of alleged "complaints" against a "select group" of leasing companies. Jules is included in this scorecard despite having no registered complaints. Moreover, even if there were a legitimate complaint, your chart unfairly singles out certain leasing companies giving the false impression that other unnamed companies have no complaints. These statements and postings "impute to [Jules], in connection with the sale of [its] goods, fraud, dishonesty or questionable business methods" and therefore violate Jules' rights. *Rosenberg v. J. C. Penney Co.*, 30 Cal. App. 2d 609, 621 (1939). The website is libelous on its face.

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The website also violates Jules' rightful claim to prospective economic advantage by intentionally seeking to disrupt Jules' economic relationships within the market. *Edwards v. Arthur Andersen LLP*, 44 Cal.4<sup>th</sup> 937, 944 (2008). As you well know, Jules has a known presence in the leasing industry, as well as concomitant relationships with current and prospective customers. It is apparent that your intent is to dissuade current and potential customers from considering, much less using, Jules' leasing services.

In light of the foregoing and to prevent any further damage to or violation of Jules' rights, we demand that you immediately **cease and desist** from further publishing or disseminating these libelous statements, or from the unauthorized use of the Jules' trademark and logo. Your swift compliance with this demand is expected. Please contact us in writing within five (5) days of receipt of this letter to confirm that you have fully complied with the foregoing demand. Failing such confirmation, we will assume that you are continuing your wrongful behavior and that further legal action is necessary.

This letter is not intended to be a complete or final statement of Jules' rights, factual contentions, or legal contentions. Jules reserves all of its rights and remedies relating to the website and any other activities that result in the violation of Jules' rights. Jules waives no rights, and specifically reserves all rights relating to the substance of this correspondence. We await receipt of your response.

Very truly yours,



Charles L. Kreindler

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP