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OR FOR ANY OTHER PURPOSE

October 20, 2010

Project Veritas
2100 M Street, NW
Suite 170-241
Washington, DC 20037-1233

RE: My Client: Isabel Santa
Subject: Demand Letter

Ladies and Gentlemen:

I represent Isabel Santa (hereinafter referred to as "Ms. Santa"). It is my understanding that, during June, 2010, your organization, Project Veritas (hereinafter referred to as the "Organization") hired Ms. Santa as an employee, executive director and board member of the Organization. Ms. Santa's compensation was to be Four Thousand Five Hundred Eighty-Three and 00/100 Dollars (\$4,583.00) per month.

During Ms. Santa's employment with the Organization, it appeared that Ms. Santa performed her duties and requirements for the Organization to the satisfaction of Mr. James O'Keefe, the nominal head of the Organization (hereinafter referred to as "Mr. O'Keefe"), other board members, stakeholders and the public. From all accounts, Ms. Santa was considered a valued asset to the Organization, due to her intelligence, level-headedness and her ability to interact with outlets that would

be considered as top-level vehicles to promote you, the Organization and both parties' projects to the general public.

Even before Ms. Santa was hired, Ms. Santa desired to be a part of the Organization because Ms. Santa believed in the policies, goals and mission of the Organization. To that end, Ms. Santa utilized a great deal of skill in performing her required duties, drawing on the contacts and resources Ms. Santa had cultivated during her professional career.

On or about August 17, 2010, Ms. Santa was involved in a situation created by the Organization that made Ms. Santa extremely uncomfortable (hereinafter referred to as the "Situation"). As the events of the Situation have been discussed ad nauseum (and unwittingly thrust Ms. Santa into circumstances far beyond what an employee of the Organization, or any organization, for that matter, should have to address), there is no need to discuss the details of the Situation in this letter.

Immediately after the Situation, Ms. Santa attempted to determine her status within the Organization. Numerous e-mails were exchanged with individuals that, while not a part of the Organization per se were seen as advisors to the Organization, indicated Ms. Santa had been 'transitioned out, or, in layman's terms, fired.

Then, on or about August 25, 2010, Ms. Santa received an electronic mail message from Mr. O'Keefe, explaining that Ms. Santa's duties would be transitioned to Ms. Maureen Wagner. No further explanation regarding Ms. Santa's employment with the Organization has been forthcoming, and, as of the date of this letter, no formal announcement from the Organization has been made about the matter. Thus, for the past two (2) months, while dealing with the maelstrom your Organization created, Ms. Santa has been attempting to determine her status within the Organization to no avail.

This is unacceptable.

The Situation notwithstanding, during Ms. Santa's tenure with the Organization, she was placed in numerous positions in which Ms. Santa felt uncomfortable. However, Ms. Santa also felt as though non-compliance with either the circumstance or order would have resulted in Ms. Santa's termination from the Organization. These positions included, but are not limited to:

- Being asked to accompany Mr. O'Keefe to an adult book store to purchase female sexual aids;
- Being forced to allow Mr. O'Keefe to bathe at her apartment, when only Mr. O'Keefe and Ms. Santa were present;
- Being exposed to numerous incidents of sexually provocative and potentially misogynistic comments and communications by Mr. O'Keefe and others; and
- Being showed a list of offensive projects that Mr. O'Keefe was to have Ms. Santa explore and potentially implement.

These incidents aside, Ms. Santa, by all accounts, performed her job admirably, even through the events of the Situation¹. It is inconceivable that the Organization would "cut ties" so absolutely and finally without any notification to Ms. Santa. Certainly, an employee that, in your own words, placed the best interests of the Organization front and center while performing her job deserves much better than the treatment she currently receives.

The aforementioned conduct, as well as the reprehensible manner with which the Situation was handled by the Organization, speaks to a number of potential civil matters. Given the set of facts I have relayed to you, the Organization's conduct in this matter, at best, could be considered wrongful termination and breach of contract. At worst, it could be considered wrongful termination, breach of contract, intentional misrepresentation, negligent misrepresentation, fraud, harassment, negligence, conspiracy and detrimental reliance.

It is my practice to attempt resolution of disputes before seeking remedy in court. After a careful review of the facts surrounding Ms. Santa's situation with the Organization, I am authorized by Ms. Santa to demand the sum of Forty-One Thousand Two Hundred Forty-Seven and 00/100 Dollars (\$41,247.00) to settle this matter. This sum represents the fulfillment of the compensation contemplated by the employment contract between

¹ See James O'Keefe "Statement Regarding CNN", in which you stated "I do believe that Izzy Santa, who came to Ms. Boudreau with the documents and the story, was simply trying to protect me and the organization from a dangerous and objectionable plan, one sent to me in my personal emails that she assumed, wrongly, and probably due to my own lack of communication to her, that I was going to implement."

Ms. Santa and the Organization for Ms. Santa's one (1) year term with the Organization².

Please make your check out to "The Law Office of Christopher L. Markham, L.L.C." If I do not receive these funds within ten (10) business days, I will encourage Ms. Santa to explore all legal avenues available to her.

Very truly yours,



Christopher L. Markham, Esquire

cc: Kate Doner

² The entirety of the employment contract between Ms. Santa and the Organization is as follows: "Veritas would like to retain your services as an employee beginning June _____, 2010, for a period of one year. The agreement would self-renew unless either party wanted to opt out. The salary for the position is \$4,583/month before taxes. Either party can opt out with two weeks (sic) notice if they feel the relationship is not working out as planned.