

DANIEL SWEENEY, ESQ.  
*Under contract*

CHRISTOPHER RAY, ESQ.  
*MA & NH  
Under contract*

DAVID GOULD, ESQ.  
*Under contract*

AMBER BARGER, ESQ.  
*Under contract*

AL MARMERO, ESQ.  
*Under contract*

REBECCA LARSON, ESQ.  
*Under contract*

LUIGI CINIGLIO, ESQ.  
*Under contract*

MARIA PALACIOS, ESQ.  
*not admitted to New York bar  
Under contract*

ANTHONY CAMPBELL, ESQ.  
*not admitted to New York bar  
Under contract*

**FILE NUMBER:**  
0001883-MP

THE OFFICE OF  
**DASH & ASSOCIATES**

ONE LIBERTY PLAZA  
165 BROADWAY, 23<sup>RD</sup> FLOOR  
NEW YORK CITY, NEW YORK 10006

**SETTLEMENTS CONTACT**  
SETTLEMENTS@DASHATONELIBERTY.COM  
ADMINISTRATION AND SETTLEMENTS

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TELEPHONE: (877) 709-1472  
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[www.dashatonelibrary.com](http://www.dashatonelibrary.com)

July 11, 2023

*Via Certified Mail - Signature Required*

[REDACTED]

**Re: Yourpath for Adult Learners  
Cease and Desist; Intent to Sue**

Dear Ms. [REDACTED]:

Our office has been retained by the above-referenced business, Yourpath for Adult Learners, in connection with defamation claims against you.

It is our understanding that you were formerly enrolled in an online education course with our Client and that you were formally terminated on or about June 21, 2023, for unacceptable conduct.

In retaliation of being terminated, you posted a negative and disparaging review on google, causing undue damage to our Client's reputation.

Be advised that your enrollment contract specifically states, in relevant part: "I understand that I am prohibited from writing reviews about the program unless authorized in writing by YOURpath." Your post is clearly a violation of the contract and you shall be liable for any damages caused by a breach of same.

Consider this letter a last pursuit attempt demanding that you remove the google review within 48 hours of receiving this letter and that you cease and desist from spreading false and damaging statements against our Client. No further payments are

due from you concerning the program, given that you comply with this letter and separate amicably.

Please note that this letter constitutes a notice of intent to sue and any and all documents, including electronically stored communications, relating to my client and any potential claims my client may have, should be preserved to every extent possible.

Very truly yours,



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MARIA PALACIOS, ESQ.

Maria.palacios@dashatoneliberty.com

(877) 709-1472 ext. 1511

*UNDER CONTRACT*

*CC: Yourpath for Adult Learners*