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**Board Certified Labor and Employment Law
Texas Board of Legal Specialization*

August 15, 2024

Via Email - jason@jasonabelove.com

Jason L. Abelove
Law Offices of Jason L. Abelove PC
666 Old Country Rd, Suite 303
Garden City, New York 11530


RE: Jason Voit

Dear Mr. Abelove:

As you know, our firm represents Invited, along with its employees Patrick Ellis and Maurice Darbyshire, and former employees Fadi Yako and Mamee Groves. We appreciate your agreement to extend our deadline to August 21, 2024, for all of our clients to respond to the Complaint filed on behalf of your client, Jason Voit.

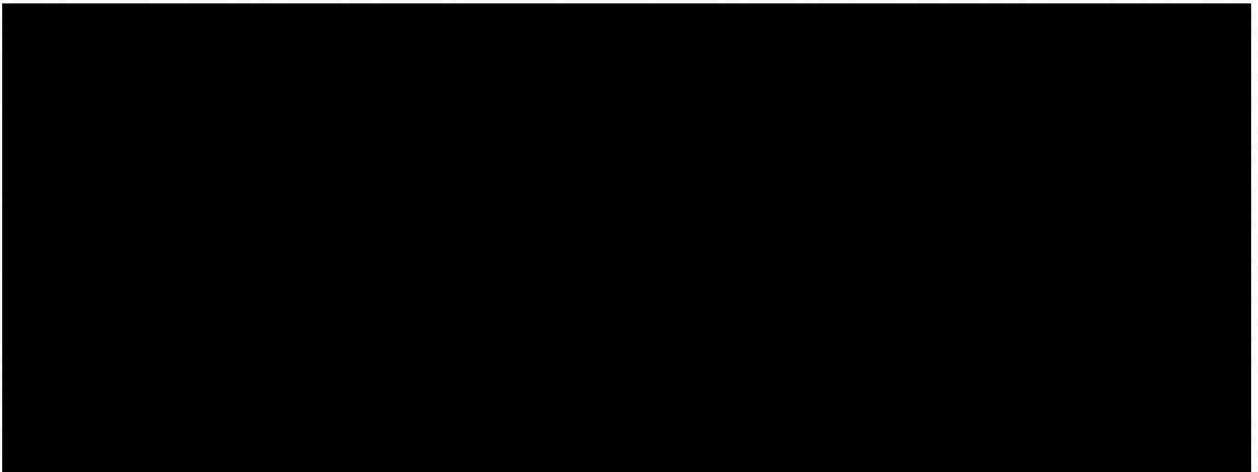
The purpose of this letter is to share with you our analysis, and in full disclosure, to provide you with insight on what will be forthcoming in the responses that we will be filing next week. Based on our initial investigation and review of the facts, we believe there are serious procedural and substantive obstacles that not only will result in Mr. Voit's expenditure of significant attorney's fees, but which will ultimately preclude him from any recovery.

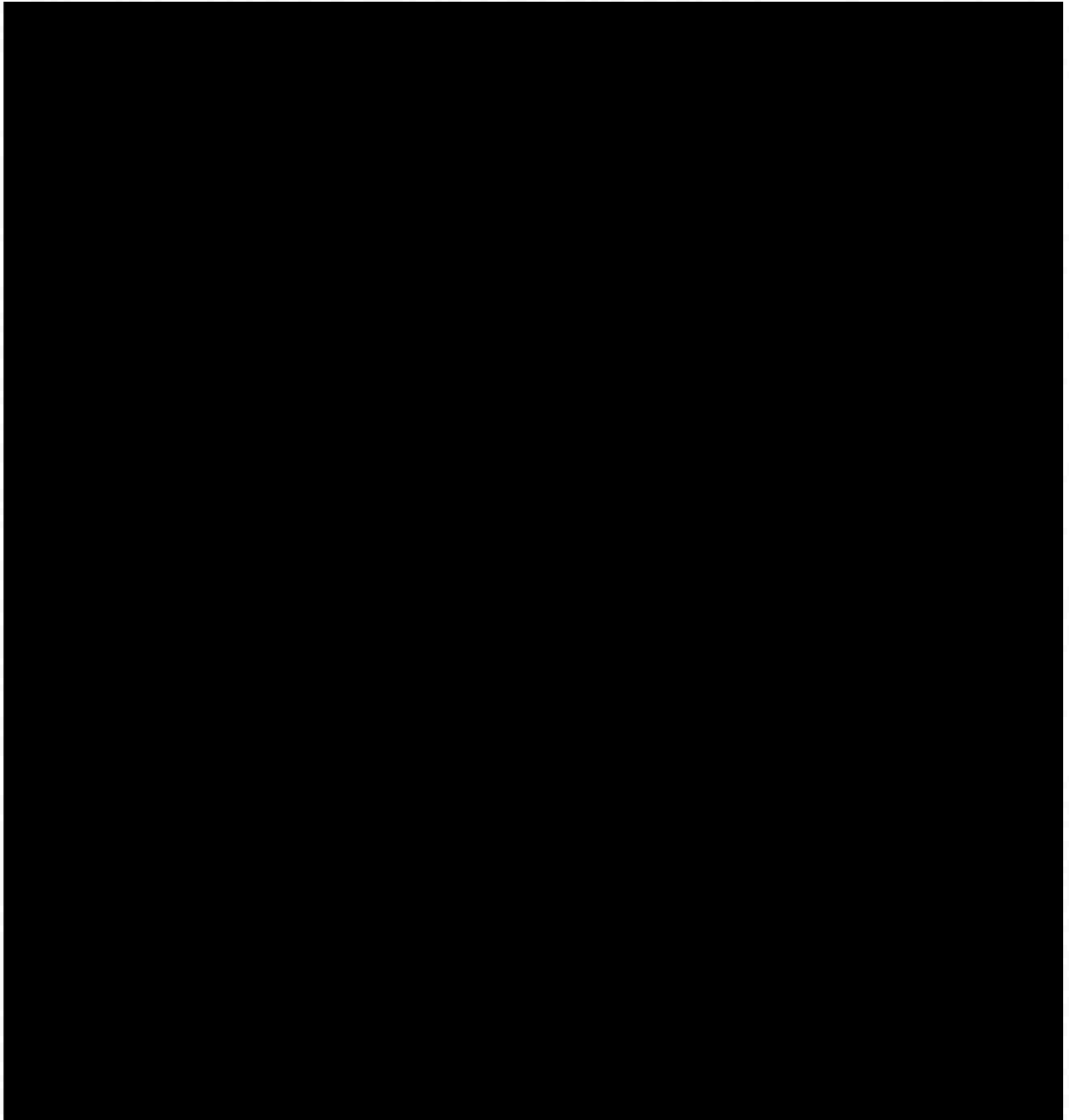
First, contrary to the claim in paragraph 4 of the Complaint, Patrick Ellis does not, and has never lived or worked in New York. He has never spoke with anyone in New York (including at Invited's Hamlet country club) about Mr. Voit or his termination. In fact, the only substantive reference to Mr. Ellis in the Complaint belies any basis for personal jurisdiction over Ellis in New York

 I understand that your client may have been friends with Mr. Ellis when both of them worked together in Maryland and that perhaps he now holds animosity toward his former friend. However, as lawyers, this does not justify unwarranted attempts to sue Mr. Ellis in New York when the allegations in the Complaint (on their face) undermine any basis for personal jurisdiction in the State. We would hope that you reconsider and voluntarily dismiss Mr. Ellis from the case before our responsive pleading deadline next week. If you decline, we will file a Motion to Dismiss Ellis from the lawsuit for lack of personal jurisdiction, and request payment of his attorney's fees for having to respond to pleadings that do not remotely create any basis for personal jurisdiction over him.

Second, the attached Arbitration Agreement (Dispute Resolution Agreement – Mutual Agreement to Arbitrate Claims) that Mr. Voit signed as part of his employment with Invited, requires that any claim he may wish to litigate (against the Company and/or its “*officers, managers, or employees*”) be filed in arbitration and not in court. The Arbitration Agreement applies to all claims, including those “*based on tort.*” Mr. Voit’s obligations under the Arbitration Agreement are mandatory. Now that you are on notice of his obligations under the Arbitration Agreement, we would request that you dismiss the instant lawsuit and refile it in arbitration. If you do so before our response date next week, it will not be necessary for us to file a Motion to Compel Arbitration. However, if we are forced to file a Motion to Compel after providing you and Mr. Voit the opportunity to voluntarily comply with his contractual obligation to arbitrate, we will also request that the court award defendants their attorney’s fees.

Third, we believe Mr. Voit’s defamation claims are meritless, not only because of the extremely high legal burdens that he will face, but also because of the extensive postings, blogs, and videos that he placed in the public domain about his employment, termination, and criminal proceedings. In fact, because of Mr. Voit’s public facing communications on the internet, he has made himself a public figure, which as I am sure you are aware, triggers heightened burdens of proof that he will not be able to establish. Further, Mr. Voit’s extensive self-publications precludes him from establishing fundamental elements of any defamation claim, and the absolute and qualified privileges applicable will destroy his claim. A brief sampling of Mr. Voit’s voluminous written and posted statements makes it clear that he does not have a colorable claim of defamation—in his own words:





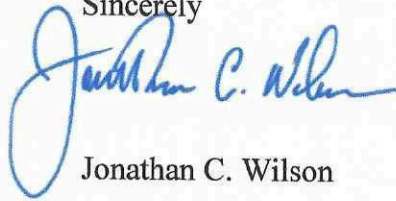
These are just the tip of the iceberg of your client's written statements. The collection of material that your client has published regarding his employment and our clients provides us with a target rich environment to use not only to defeat his claims, but with which to vigorously prosecute defamation claims on behalf of our clients against him.

Finally, we appreciate that you have apparently advised Mr. Voit to cease any further communications or contact with our clients. I would like to make sure that remains the case now that you are aware of our representation of the defendants.

Jason L. Abelove
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If you would like to discuss these matters before our response deadline next week, please let us know.

Sincerely



Jonathan C. Wilson

JCW:ab
Attachment

cc: Matthew P. Gizzo – New York Office (Email)
Kimberly R. Karseboon – New York Office (Email)
Victoria L. Vish – Dallas Office (Email)