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Thomas K. Richards
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December 4, 2024

VIA EMAIL

Mr. Jeffrey B. Freid
jeff@lvkllp.com

Re: *We Will Dance Again* Documentary Project

Response to Legal Demand

Dear Mr. Freid,

Please be advised that we have been retained by the International Documentary Association (“IDA”) and are hereby responding to your letter dated November 26, 2024 regarding the documentary film *We Will Dance Again* (the “Film”).

Respectfully, your letter reflects a fundamental misunderstanding of IDA’s advertising insertion order process. Your client, Sipur Studios, completed an insertion order on or about November 13, 2024 (the “IO”).¹ The IO contemplates conditional space reservations for eBlasts on November 18, 22, 23, 26, December 8, and on a future date to be determined. The IO was signed by Sipur Studios, but not by IDA. The IO only becomes binding as to each potential eBlast once that eBlast is actually completed and delivered. As such, no payment is due from Sipur Studios unless an eBlast has in fact been completed. Further, IDA expressly reserves the right to cancel any space reservation: “the International Documentary Association reserves the right to reject or cancel any space reservation or position.” (See Ex. A., Section 8.)

The November 18, 2024 eBlast for your client was completed on November 18, 2024. However, as your client was well aware, there was a limited inventory for advertising, including eBlasts. As

¹ The IO is attached hereto as **Exhibit “A”**.

IDA explained to your client via its November 21, 2024 email, the announcement of the 40th IDA Documentary Awards on November 19, 2024 generated a huge influx of inquiries from nominated films. IDA, as is its right under the IO, then made the decision to prioritize advertising for nominated titles over other titles by cancelling other space reservations to make room for nominated titles. The Film was not a nominated title (indeed, the Film was not submitted by its filmmakers for consideration for an IDA award) and, unfortunately, this resulted in the need to cancel the remaining contemplated eBlasts for the Film.

To be clear, the spurious suggestion that the Film was somehow singled out in this regard is categorically false. Directly to the contrary, IDA rejected at least twelve (12) other inquiries for eBlasts and other related marketing. We mention this as, unfortunately, it appears your client has chosen to unilaterally ascribe a fictional anti-Israel bias to IDA as the motivation for these cancellations of space reservations. However, as explained above, the reason for the cancellations of the other contemplated space reservations in your client's IO had absolutely nothing to do with the Film's content or subject matter. Rather, this was simply a business decision IDA made to cancel space reservations within a limited inventory to make room for nominated films. IDA had the legal right to make such cancellations, including as to your client's Film and others, and did so. Indeed, it bears remembering that IDA did run the November 18, 2024 eBlast for your client, which clearly contradicts and disabuses any fanciful notion that IDA was somehow biased against the Film for its content and message. Moreover, further eliminating any notion of alleged bias, IDA attempted to work out new dates for eBlasts, specifically for dates leading up to and on the December 5, 2024 date of the IDA Awards. Clearly, if IDA maintained some alleged "bias" against the content of the Film, IDA would not have tried to work out additional eBlast dates.

IDA acknowledged that this would be frustrating for your clients, and waived the \$5,500 fee for the November 18, 2024 eBlast for your client. IDA then tried to work with your client on additional dates for eBlasts. At all times, IDA's conduct was professional and unbiased towards your client and towards the other filmmakers for which it had to cancel insertion orders.

In sum, IDA's decision to cancel the remaining space reservations in the PO was singularly motivated by one simple reason: IDA needed to use the limited advertising inventory remaining for advertising nominated films. Unfortunately, the Film was not submitted for nomination (and hence not nominated) and therefore simply did not fall within this category.

Although IDA understands and respects the passion of the filmmakers here, and the importance of the topics covered in the Film, IDA does hereby demand that your client, and anyone acting at your client's direction, immediately cease and desist from any public statements ascribing an alleged anti-Israel or antisemitic or other political bias to IDA or to IDA's decision to cancel these space reservations. No such motivation or bias exists, and all such statements are provably false statements that injure IDA's business and reputation, directly damaging IDA. Further, IDA hereby demands that your client, and anyone acting at your client's direction, immediately cease and desist from any public statements claiming that IDA is "profiting" or "profiteering" from cancelled space reservations or other cancellations. As your client well knows, no charges are incurred unless and until an eBlast is actually fulfilled. It follows that there is no profit made from cancellations. Accordingly, all such statements are provably false statements that injure IDA's business and reputation, directly damaging IDA. As such, on behalf of IDA, we hereby demand that your client



immediately take down and remove all defamatory social media posts and any other false and defamatory public statements. In addition, we hereby further demand that your client issue a public statement retracting these false and defamatory statements, correcting the record by making clear to the public that these cancellations were not in any way related to the Film's content or message.

Should further discussion be required, please reach out to the undersigned at your convenience.

Reservation of Rights

Nothing herein contained shall be deemed a waiver of any of my client's rights or remedies, in law or in equity, regarding the nature of this dispute, any of which not hereinabove set forth are hereby specifically reserved.

Sincerely,

A handwritten signature in blue ink, appearing to read 'TKR', with a long horizontal flourish extending to the right.

Thomas K. Richards

TKR/nh

EXHIBIT “A”



Insertion Order Date	Nov 13, 2024
My Reference	1281

Advertising Insertion Order

Client:
 SIPUR STUDIOS
 Abba Eban Blvd 12
 Herzliya, 4672530
 Michael Schmidt
 E: michael@sipurstudios.com
 P: 302.897.9337

International Documentary Association
 3600 Wilshire Blvd., Suite 1810
 Los Angeles, CA 90010
 +1 (213)232-1660 ext. 221

Attn: Janki Patel
 Advertisement Manager

Qty	Description	Unit Price	Total
1	11/18 All-regions eBlast <i>We will Dance Again</i>	\$5500	\$5500
1	11/22 SoCal eBlast <i>We will Dance Again</i>	\$2900	\$2900
1	11/23 East Coast eBlast <i>We will Dance Again</i>	\$2100	\$2100
1	11/26 Weekly Digest Above Scroll Column <i>We will Dance Again</i>	\$1890	\$1890
1	12/8 SoCal eBlast <i>We will Dance Again</i>	\$2900	\$2900
1	Date TBD SoCal eBlast <i>We will Dance Again</i>	\$2900	\$2900

Total Due	\$18100

Terms & Conditions

1. Reservation policy

Date(s) requested by the Advertiser are only guaranteed once a signed Insertion Order is received by the Advertising Manager.

2. Payment policy

Payment is due 30 days from the invoice date. Late payment will result in a monthly finance charge of 1.5% until payment is received. Payments to be made by ACH or credit card. Checks are not accepted. If the client is not in good standing, IDA will require advance payment. If an advertisement is booked but materials are not submitted by the deadline, the client is still liable to pay the complete advertising fee.

3. Artwork late fees

A 10% rush fee will be applied for artwork/material delivered 72 hours or less before the scheduled run date. If an advertisement is booked but the materials haven't been submitted by the deadline, the client is still liable for the payment of the advertising.

4. Cancellation

Cancellations are accepted until 48 hours of signing the Insertion Order. If an advertisement is booked but materials are not submitted by the deadline, the client is still liable to pay the complete advertising fee.

5. Default

Advertiser acknowledges and agrees that, in the event of a default by Advertiser, of a payment obligation or other obligation hereunder, International Documentary Association shall have the absolute right to bring an action for enforcement directly against Advertiser, and Advertiser hereby waives any defense to such action based upon lack of privity or standing.

6. Limitation of liability

In event International Documentary Association fails to publish an Advertisement in accordance with the terms and conditions hereof, or in the event of any other failure, technical or otherwise, of such Advertisement to appear as provided herein, the sole liability of International Documentary Association to the Advertiser shall be limited to placement of the Advertisement at a later time in a comparable position. In no event shall International Documentary Association be responsible for any consequential, special, lost profits or other damages arising from any failure to timely publish any Advertisement in accordance with the Insertion Order, even if International Documentary Association has been advised of the possibility of such damages.


7. Indemnification

Advertiser shall defend, indemnify and hold harmless the International Documentary Association from and against any and all expenses, damages, or losses from any claim against the International Documentary Association by any person or entity arising from the placement of the Advertiser's materials and/or delivery of goods/services including without limitation any claims arising from defamation and/or any breach of any applicable laws of any jurisdiction in which the Advertising can be viewed or is otherwise accessible.

8. Right to reject advertisement

All contents of Advertisements are subject to the International Documentary Association's approval. International Documentary Association reserves the absolute right to reject any URL link embodied within any Advertisement. The International Documentary Association reserves the right to reject or cancel any space reservation or position.

ADVERTISER ACKNOWLEDGES THE INSERTION ORDER'S TERMS AND CONDITIONS

SEND PAYMENT TO	TERMS
International Documentary Association Attn: Mary Garbesi 3600 Wilshire Blvd., Suite 1810 Los Angeles, CA 90010	Net 30 days
Sign: <u></u> Date: <u>11/15/2024</u>	