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May 21, 2007

Steven Altman  
Senior Vice President  
Corporation for Public Broadcasting  
401 Ninth Street, N.W.  
Washington, D.C. 20004-2129

by email to: [saltman@cpb.org](mailto:saltman@cpb.org) and by US postal service

Re: Your letter to ABG Films, Inc., dated May 17, 2007; notice of breach/termination

Dear Mr. Altman:

I am the attorney representing ABG Films, Inc. ("ABG Films" or "my client"), in the matters raised by your letter dated May 17, 2007, relating to the production of my client's documentary, "Islam vs. Islamists: Voices from the Muslim Center". I have reviewed your letter carefully with my client and have reviewed the factual record and I must say I am confused by the position you take on behalf of the Corporation for Public Broadcasting ("CPB").

For example, you state that my client is obligated under the Grant Agreement to deliver a broadcast quality master to WETA and that failure to do so would constitute a breach of that agreement. Are you aware that my client in fact submitted the required deliverables pursuant to paragraph 6 of Attachment C to the Grant Agreement by the February 15, 2007, deadline only to be told on March 5, 2007, in an email from WETA that WETA was no longer involved in the project and that the package of deliverables would not even be evaluated for contractual compliance? Are you aware that WETA returned the deliverables to my client more than a month later fully aware that it had no intention of evaluating them for compliance?

Further, while your letter expressly denies any effort on behalf of CPB and its agents and/or contractors, PBS and WETA, to suppress the film, the facts tell quite a different story. You also articulated your expectations that my client fulfill its obligations under the agreement and respect CPB's rights under that same agreement.

I don't intend here to go through the litany of facts evincing, *inter alia*, an effort at political blacklisting, content and editorial overreaching, egregious breaches of journalistic ethics by members of a WETA "advisory board", and public statements by CPB and its agents and/or contractors which were materially false and disparaged the documentary, its producers, writer, and director, and which contradicted the facts known to CPB, all in an apparent effort by CPB to discredit my client and its documentary.

It is clear to my client, and it is therefore their position, that CPB has materially breached the expressed provisions of the Grant Agreement and has breached the implied covenants of good faith and fair dealing. Moreover, CPB, through its own conduct and through the conduct of its agents, contractors, and representatives, has intentionally, recklessly, and negligently damaged the value of the documentary and that this damage is substantial, irreparable, and continuing.

For these and other reasons known to CPB, ABG Films hereby gives notice to CPB of the termination of any and all broadcast, distribution, and revenue sharing rights granted pursuant to the Grant Agreement.

Notwithstanding CPB's wrongful conduct as briefly outlined above and in the well-documented long and tortuous history of this documentary, ABG Films remains willing to discuss a settlement of this matter with CPB in order to achieve the one overarching stated purpose of all the parties to this dispute: to broadcast and to distribute this important and timely documentary to as large an audience as possible.

While we are sorely disappointed you have rebuffed our previous request to meet in good faith to resolve this matter, I urge you to reconsider. Much is at stake, not the least of which are the documentary's value as an important work giving voice to a timely, relevant, and vital message for all Americans; ABG Film's reputation and credibility; its substantial investment of time, energy, and personal resources in the making of this documentary; and indeed even its First Amendment rights under the US Constitution. Your dismissal of the facts and of our straightforward effort to sit down with all of the interested parties in a room to attempt to resolve this matter outside of a courtroom suggests once again an agenda at work that has nothing whatsoever to do with the Grant Agreement but everything to do with preventing this work from reaching the American public in any meaningful and timely way.

I look forward to hearing from you soon. I can tell you now that I am unavailable for a meeting this week but I would be available for a telephone conference call Monday, Tuesday, or Friday. I could be available early the following week for a meeting in Washington, D.C.

Permit me to thank you in advance for your prompt and considered attention to this matter.

All the best,



David Yerushalmi  
Attorney-at-Law

cc: by email to: [lclarke@cpb.org](mailto:lclarke@cpb.org)