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October 2, 2009

VIA FAX: (212) 737-4186

Mark J. Heller, Esq.
59 East 66th Street
New York, New York 10065

Re: Kate Gosselin / Jon Gosselin, et al.
Our File No. : 4715-2

Dear Mr. Heller:

We are litigation counsel for Kate Gosselin. My client was **shocked** to discover today that Mr. Gosselin has almost completely drained their Money Market Account (the "Account") of hundreds of thousands of dollars in direct violation of the terms of the July 10, 2009 Interim Arbitration Award (the "Award"). The Award expressly states: **"Neither party shall withdraw funds or write checks from the . . . Account without the prior consent of the other party . . ."** My client's consent was never requested, let alone given, for your client's unilateral withdrawal of hundreds of thousands of dollars. He withdrew the monies in secret. This outrageous conduct gives rise to substantial claims, including without limitation claims for fraud and contempt, against not only Mr. Gosselin, but against anyone who was complicit in that misconduct. ***We demand the immediate return of all of the monies to the Account.***

We believe, for reasons explained further below, that your client withdrew those monies at your direction and/or with your knowledge. This would be consistent with the reported decision of the Supreme Court of New York which describes your directive to one of your clients in a divorce proceeding to **"withdraw everything 'that's in the bank'"** so that the monies could be used to pay your fee.

Your client left only approximately \$1,000 in the Account. My client made that alarming discovery on the heels of your appearance with Mr. Gosselin on *Larry King Live* on October 1st. It is outrageous in the extreme that Mr. Gosselin said on *Larry King*, **"You know, I'm here to apologize to Kate,"** while knowing all along that he had secretly withdrawn hundreds of thousands of dollars without her knowledge or consent, in violation of the Award.

Your client's secret withdrawal of virtually all of the money from the Account reveals the hypocrisy of his statements and of yours on *Larry King* that our clients should **"put the brakes on"** the divorce proceedings and just "talk" rather than using the judicial process, that **"I think family values, as does my client, is important,"** and that **"This man [Jon] doesn't care about the money."**

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portion of a retainer fee," "neglect of legal matters" entrusted to you, and "conduct which adversely reflects upon [your] fitness to practice law. . . ." *Matter of Mark J. Heller*, 195 A.D.2d at 138, 607 N.Y.S.2d at 307-308.

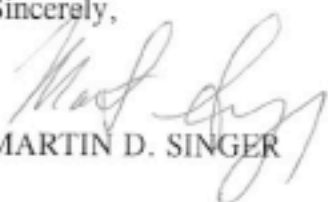
Against the backdrop of your prior admitted professional misconduct, which included instructing your client to "withdraw everything" from the bank, it stands to reason that you may have similarly instructed Mr. Gosselin to withdraw the funds from the Account, or at minimum, that you knew he was doing so but failed to caution him to cease and desist from such conduct, and to warn him that his impermissible withdrawal of the monies could expose him to substantial liability.

Although discovery and investigation are ongoing and my client is currently evaluating her legal rights and remedies, at minimum, as you and your client are well aware, pursuant to the Agreement to Arbitrate which Mr. Gosselin entered into with the advice of counsel, violations of the Award are punishable by contempt. (Agreement to Arbitrate, ¶1.A.) The conduct in question may also give rise to substantial claims for fraud, among other claims, exposing all those who are involved in such wrongdoing to substantial liability.

We demand the immediate return to the Account of all monies improperly withdrawn by your client. If you and your client fail to comply with this demand, you do so at your peril.

This letter does not constitute a complete or exhaustive statement of the facts or of my client's rights, claims or contentions. Nothing contained herein is intended as, nor should it be deemed to constitute, a waiver or relinquishment of any of my client's rights or remedies, whether legal or equitable, all of which are hereby expressly reserved.

Sincerely,


MARTIN D. SINGER

MDS/lg

cc: Ms. Kate Gosselin (via email)
Ms. Julie May (via email)
Patrice Callahan, Esq. (via email)
Cheryl Young, Esq. (via email)
Lynda B. Goldman, Esq.

If your client “doesn’t care about the money,” why did he take hundreds of thousands of dollars out of the Account in violation of the Award? And why did he do so without a word to my client, despite your assertions that they should just “talk” rather than using the judicial process? And if “family values” are so important to you and your client, why did your client covertly withdraw monies intended to be used for things such as the children’s necessities like clothing and their school bills?

Although only you and your client might purport know the answers to those rhetorical questions, the motivations behind your conduct seem obvious to us. Although there are many reasons why you and your client would shy away from the proper judicial channels in connection with the divorce, the most obvious may be that you have not been admitted to practice before the Court where the divorce is pending. Furthermore, it is apparent that you and your client have no regard whatsoever for the judicial process or authority of the Court, as demonstrated by your client’s withdrawal of the monies in blatant disregard of the Award. Most significantly, however, your own shocking disciplinary history evidences your apparent lack of regard for the judicial system.

In its decision in *Matter of Mark J. Heller*, the New York Supreme Court addressed charges that you violated “**thirty-eight counts alleging multiple violations of the disciplinary rules,**” and charges that you “**had engaged in a pattern of misconduct involving misrepresentations, deceit, abusive treatment of clients, fee gouging, neglect and willful failure to return unearned retainers to his clients**” in matters which involved your “**mishandling of the matters of twelve separate clients.**” *Matter of Mark J. Heller*, 195 A.D.2d 134, 135, 607 N.Y.S.2d 305, 306 (N.Y.A.D. 1994). The decision says that following hearings on the charges, you “**entered into a stipulation containing substantial admissions of professional misconduct.**” *Id.* The New York Supreme Court wrote:

“Each of the complaints against respondent [Heller] contains similar allegations indicative of the admitted pattern of misconduct. In 1989, complainant Nereida Sorotos retained respondent to represent her with respect to vacating a default against her in her husband’s divorce action against her. During their initial consultations, respondent encouraged Sorotos to withdraw everything ‘that’s in the bank’ for respondent’s legal fee, stating to Sorotos that ‘you must bring it now, time is against you’. He also made representations to Sorotos that in effect puffed her chances of prevailing in the litigation. * * * At the time of respondent’s discharge in February, 1990, respondent refused to provide an accounting as requested on January 23, 1990, of services rendered and fees earned and did not return the balance of the unearned fees.” *Id.*

That decision also recounts your admission and stipulation that you violated numerous provisions of the Code of Professional Responsibility by engaging in “professional misconduct involving dishonesty, fraud, deceit, or misrepresentation,” “failing to return the unearned