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CORINNE M. MULLEN, ESQ.
Certified Civil Trial Attorney

January 14, 2022

SENT VIA EMAIL

██████████

Re: **Cease and Desist All Defamation of Character – For Libel and/or Slander**

Dear Ms. ██████████

This law firm represents Saadi Ouaz. If legal counsel represents you, please direct this letter to your attorney immediately and have your attorney notify us of such representation.

We are corresponding to you on behalf of our client, Saadi Ouaz, with respect to multiple statements, comments, communications and accusations you have accused Saadi Ouaz of. These include Facebook and Twitter posts you created and posted pertaining to Saadi Ouaz under your account name ██████████. The internet and social media are very powerful mediums used in our everyday lives and in business and should be used with respect regarding another person or entity. As recounted below, you have made disparaging statements that are defamatory, harassing, and damaging about our client. As you are aware, Mr. Ouaz was exonerated of the charges that you brought against him in 2010. This conduct is unacceptable. As a courtesy, we are providing you with notice of our demand that these actions cease prior to our filing of an Order to Show Cause to compel cessation of this conduct.

It is hereby demanded that you:

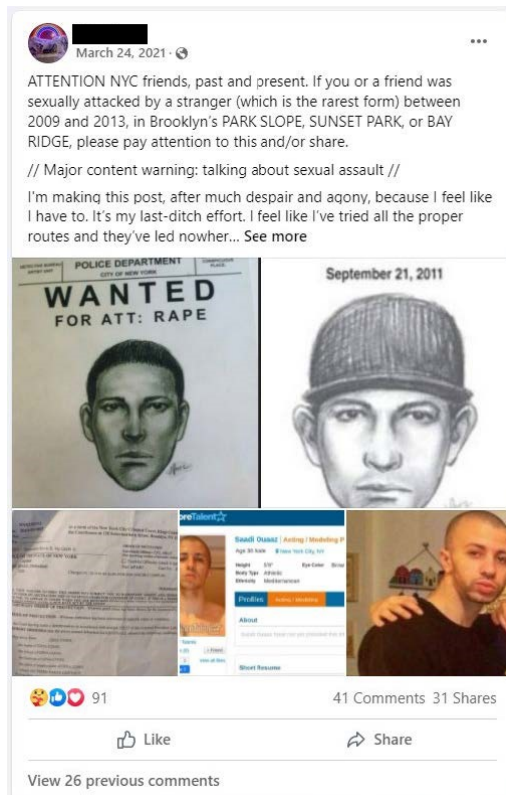
**CEASE AND DESIST FROM ALL CONTACT OR COMMUNICATION OF ANY KIND
WITH SAADI OUAZ**

Saadi Ouaz is a respected individual in his community. We are in possession of your Facebook and Twitter posts that attempt to defame, harass, and otherwise affect Saadi Ouaz.

Under the laws of the State of New York, it is unlawful for an individual to make deliberate statements that harass, threaten or intend to attempt to harm a person's reputation without factual evidence.

The activities we contend subject you to liability include, **but are not limited to**, the following:

- The March 24, 2021 Facebook post you created, posted and commented on pertaining to Saadi Ouaz at www.facebook.com/ [REDACTED]



- The March 25, 2021 Facebook post by “Bob Bland” sharing your March 24, 2021 post pertaining to Saadi Ouaz that you commented on at www.facebook.com/ [REDACTED]



- The March 24, 2021 Twitter post you created, posted and commented on pertaining to Saadi Ouaz at [REDACTED] [on Twitter: "Brooklyn man Saadi Ouaz is the man I took to court over a first-degree rape charge, a charge he was indicted on by a grand jury in](#)

[late 2010 as well as another first-degree rape charge of another woman and a sexual assault charge of a third at the same time." / Twitter](#)

- Falsely accusing Saadi Ouaz of being the "Park Slope Rapist."
- Continuously spreading false lies pertaining to Saadi Ouaz and publicly shaming him for charges he had been exonerated him for.
- Comments which have caused emotional distress, and which constitute harassment and threat to Saadi Ouaz.

This letter is to demand that you cease in all communications pertaining to Saadi Ouaz immediately.

Your failure to abide by these terms will require our client having to file an Order to Show Cause on January 24, 2022 restraining you, and seeking damages and reparation.

We demand on our client's behalf the following:

1. Cease from any communication of any kind pertaining to Saadi Ouaz. This includes electronic, telephonic, written communication, or in person visits, knocking on the door, entering or loitering near the home of Saadi Ouaz.
2. Cease from any defamatory statements that concern Saadi Ouaz.
3. Retract all posts and comments you made on your TikTok account @ [REDACTED] about Saadi Ouaz, including the following post: [REDACTED] [on Twitter: "Brooklyn man Saadi Ouaz is the man I took to court over a first-degree rape charge, a charge he was indicted on by a grand jury in late 2010 as well as another first-degree rape charge of another woman and a sexual assault charge of a third at the same time." / Twitter.](#)
4. Retract all posts and comments you made on your Facebook account @ [REDACTED] about Saadi Ouaz, including the following post: [www.facebook.com/\[REDACTED\]](#)
5. Retract any and all statements, posts, pictures, videos, and comments pertaining to Saadi Ouaz on all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, Twitter, YouTube, WhatsApp, and Snapchat.
6. Cease from posting and/or commenting about Saadi Ouaz in the future on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, Twitter, WhatsApp, and Snapchat.
7. Instruct your agents, family members, friends, colleagues, and/or social media followers to retract any and all statements, posts, pictures, videos, and comments regarding Saadi Ouaz that they posted on your behalf on any and all social media

platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.

8. Instruct your agents, family members, friends, colleagues, and social media followers to cease from ever posting and/or commenting about Saadi Ouaz in the future on your behalf on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.

You have shown to demonstrate bad intent towards the defamation of Saadi Ouaz's character. If this behavior occurs again, action will be taken against you. If any discovery of a third-party individual communicated or communicates to Saadi Ouaz or posted or posts on any social media platform about Saadi Ouaz on your behalf, you and said individual will both be held liable.

This shall serve as a pre-suit letter demanding that you provide us written assurance by **January 21, 2022 at 11:00 a.m. EST** that you will comply with the above proposed terms. If you do not comply with this cease and desist demand within this time period, our client shall immediately seek monetary and equitable relief on January 24, 2022. Please be advised that Saadi Ouaz has asked us to communicate to you that he will pursue all available legal remedies, including seeking monetary damages, injunctive relief, and an order that you pay court costs and attorney's fees. Your liability and exposure under such legal action could be considerable.

THE MULLEN LAW FIRM
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corinne@mullenlawfirm.com

Sincerely,

s/Corinne M. Mullen
Corinne M. Mullen, Esq.
Attorney for Saadi Ouaz

DEFAMATION SETTLEMENT AGREEMENT

I, [REDACTED] agree to:

1. Retract any and all statements, texts, or emails pertaining to Saadi Ouaz and published on any source or uttered in any form.
2. I agree to immediately retract all posts and comments I made on my TikTok account @ [REDACTED] about Saadi Ouaz, including the one titled “[REDACTED] [on Twitter: "Brooklyn man Saadi Ouaz is the man I took to court over a first-degree rape charge, a charge he was indicted on by a grand jury in late 2010 as well as another first-degree rape charge of another woman and a sexual assault charge of a third at the same time." / Twitter."](#)
3. I agree to immediately retract all posts and comments I made on my Facebook account @ [REDACTED] about Saadi Ouaz, including the following one: [www.facebook.com/\[REDACTED\]](#)
4. I agree to immediately retract my Facebook comment from “Bob Bland’s” post sharing my March 24, 2021 post pertaining to Saadi Ouaz and ask “Bob Bland” to immediately delete his/her post at [www.facebook.com/\[REDACTED\]](#)
5. I do hereby agree to cease from any communication of any kind with Saadi Ouaz. This includes electronic, telephonic, written communication, or in person visits, knocking on the door, entering or loitering near the home of Saadi Ouaz.
6. I understand that this agreement is not specifically limited to the activities named herein and may encompass communications or utterances not directly addressed in this Agreement.
7. I will not engage in any activity now or in the future that violates this agreement.
8. I furthermore agree not to engage in any activity, regardless of its title that is done in violation of the rights of individuals or entities including Saadi Ouaz. I agree further not to commence any civil or regulatory proceeding of any kind against Saadi Ouaz.
9. I expressly agree to retract any and all statements, posts, pictures, videos, and comments pertaining to Saadi Ouaz on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.
10. I agree to cease from ever posting and/or commenting about Saadi Ouaz, now and in the future on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.

11. I agree to instruct my agents, family members, friends, colleagues, and/or social media followers to retract any and all statements, posts, pictures, videos, and comments regarding Saadi Ouaz that they posted on my behalf on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.
12. I agree to instruct my agents, family members, friends, colleagues, and social media followers to cease from ever posting and/or commenting about Saadi Ouaz in the future on my behalf on any and all social media platforms including but not limited to Google, Yelp, Instagram, TikTok, Facebook, YouTube, Twitter, WhatsApp, and Snapchat.

The undersigned has caused this Defamation Settlement Agreement to be executed in its name effective as of the date first written below. Execution of this Agreement does not preclude the commencement of any legal proceedings against me. This agreement acts as a contract between Saadi Ouaz and ██████████ (aka ██████████). This agreement represents the entire agreement between the parties. Any statements made orally, written, or otherwise which are not contained herein shall have no impact on either parties' rights or obligations elaborated in this agreement.

Dated: _____

By: _____
██████████