Kyle Cunningham

From: Isaac Zaur <izaur@cgr-law.com>
Sent: Monday, April 21, 2025 1:20 PM
To: Howard Schub; Alexander Bernstein; Erin Woodruff; HMufson@gibsondunn.com
Cc: Josh Lewin; Kevin Meacham; Kyle Cunningham; Ben E. Schub
Subject: RE: Segal v Rethink

Howard,

First, the Court's decision and order addressed a motion to dismiss. As you know, the allegations of the Complaint are deemed to be true for purposes of such a motion—for the simple reason that the only relief available on such a motion is dismissal. The Court's recitation of the Complaint's allegations in that context (mostly within quotation marks) is plainly not a finding of fact—nor would the Court have been empowered to find facts (especially against a non-moving party) on this posture.

Second, your statement that "[t]he issue of whether Mr. Segal agreed to the selection of Andersen is immaterial," to the Court's determination is directly contrary to the language of the decision. Indeed, this was the principal "fact" (actually, pleading failure) that drove the Court's decision. The Court emphasized that "**[t]here is no allegation that** Andersen was 'mutually agreed upon' by plaintiff and defendants." Then, it explains that "a review of the complaint shows that **according to Plaintiff**, Andersen was hired solely by the Company, without any input from him whatever," a factual contention that it describes as "the crux of his complaint."

Third, Mr. Segal indisputably agreed to Andersen's selection in accordance with the terms of the Operating Agreement. Your defective allegations have already misled the Court on this subject.

Regards,
Isaac

From: Howard Schub <howard.schub@nelsonmullins.com>
Sent: Tuesday, April 15, 2025 12:07 PM
To: Isaac Zaur <izaur@cgr-law.com>; Alexander Bernstein <abernstein@cgr-law.com>; Erin Woodruff <ewoodruff@cgr-law.com>; HMufson@gibsondunn.com
Cc: Josh Lewin <josh.lewin@nelsonmullins.com>; Kevin Meacham <kevin.meacham@nelsonmullins.com>; Kyle Cunningham <kyle.cunningham@nelsonmullins.com>; Ben E. Schub <bes@mzw-law.com>
Subject: [EXTERNAL] Segal v Rethink

Isaac,

Your email asserting that the Court did enter an order "requiring anyone to do anything" and that the "Andersen Tax valuation remains in force" is troubling. The Decision and Order explicitly states that "the Andersen valuation cannot be used to value Plaintiff's interests" and "the parties must refer to the Operating Agreement and obtain a new valuation that strictly complies with section 10.6(c)." It further provides that plaintiff may refile the action

after "a procedurally proper valuation is obtained." The issue of whether Mr. Segal agreed to the selection of Andersen is immaterial, as the court took note of the fact that the Andersen Tax valuation failed to comply with the Operating Agreement in multiple respects, including the failure to determine a fair value, on the appropriate measuring date, from an independent expert that was directed by both parties. The fact that the Court made findings in response to a motion by Andersen Tax, and not your clients, does not mean those findings were not made or have no force. Please advise whether the Rethink Defendants plan to seek relief from the Decision and Order or are abiding by your claim that the Decision and Order has no impact on the Rethink Defendants. Thank you.

Howard

From: Isaac Zaur <izaur@cgr-law.com>
Sent: Tuesday, April 15, 2025 11:24 AM
To: Howard Schub <howard.schub@nelsonmullins.com>; Alexander Bernstein <abernstein@cgr-law.com>; Erin Woodruff <ewoodruff@cgr-law.com>; HMufson@gibsondunn.com
Cc: Josh Lewin <josh.lewin@nelsonmullins.com>; Kevin Meacham <kevin.meacham@nelsonmullins.com>; Kyle Cunningham <kyle.cunningham@nelsonmullins.com>; Ben E. Schub <bes@mzw-law.com>
Subject: RE: Segal v Rethink

Howard,

The Court dismissed your case. It did not enter any judgment requiring anyone to do anything (let alone a mandatory injunction that no party sought).

Nor does the Court's "finding" with respect to the propriety of the Andersen Tax valuation have any post-dismissal effect on our clients' rights, since our clients manifestly had no opportunity to litigate the issue that the court purports to have decided.

Furthermore, as you know, it is factually false that Mr. Segal never agreed to the selection of Andersen Tax pursuant to the Operating Agreement. Your own email confirming his agreement to that selection is attached. We would have expected you to bring this factual error to the Court's attention. Not having done so, your case is dismissed and the Andersen Tax valuation remains in force.

Isaac

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by you, (i) to avoid any penalties imposed under the Internal Revenue Code or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Howard Schub <howard.schub@nelsonmullins.com>
Sent: Tuesday, April 15, 2025 10:36 AM
To: Isaac Zaur <izaur@cgr-law.com>; Alexander Bernstein <abernstein@cgr-law.com>; Erin Woodruff <ewoodruff@cgr-law.com>; HMufson@gibsondunn.com
Cc: Josh Lewin <josh.lewin@nelsonmullins.com>; Kevin Meacham <kevin.meacham@nelsonmullins.com>; Kyle Cunningham <kyle.cunningham@nelsonmullins.com>; Ben E. Schub <bes@mzw-law.com>
Subject: [EXTERNAL] Segal v Rethink

Isaac/Harris,

Good morning. As a follow up to my email below, please let us know who Rethink proposes for the valuation. If you have any questions or wish to discuss, please advise. Thank you.

Howard

> On Apr 11, 2025, at 12:01 PM, Howard Schub <howard.schub@nelsonmullins.com> wrote:
>
> Isaac/Harris,
>
> Pursuant to the Court' Decision and Order yesterday directing the parties to obtain a new valuation that complies strictly with section 10.6(c) of the Operating Agreement, please advise what independent valuation expert Rethink proposes for the valuation. Thank you.
>
> Howard

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