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VIA EMAIL

Subodh Chandra, Esq. (Subodh.Chandra@ChandraLaw.com)
The Chandra Law Firm, LLC
1265 W. 6th St., Suite 400
Cleveland, OH 44113

Re: **Brack v. Budish, et al.**
U.S. District Court for the Northern District of Ohio, Case No. 1:16-cv-02647-CAB

Dear Subodh:

During your May 21, 2019 press conference regarding the subject case and in your seeming effort to villainize The MetroHealth System, its CEO and President Akram Boutros, MD, and its Chief of Staff Jane Platten, you made blatantly false statements. Most significantly, you emphatically (and falsely) stated that it was "contractually false" that Cuyahoga County (the "County") did not have authority to remove Brack from the Corrections Center under the contract between the County and The MetroHealth System ("MetroHealth"). In doing so, you cited to Section V.C. of the "Agreement for Correctional Health Care Services" between the County and MetroHealth (the "2019 Agreement").

Representatives from MetroHealth and the County did not sign the 2019 Agreement until March of 2019, and it became effective 30 days after County Council approved it in early April 2019. In other words, the 2019 Agreement was wholly inapplicable to your client Gary Brack's Complaint, which relates to events occurring in 2018 and prior.

Despite the 2019 Agreement being wholly inapplicable to Mr. Brack, during your May 21, 2019 press conference, you repeatedly stated otherwise. You relied on the Agreement and applied it to Mr. Brack, when it did not take effect until many months after Mr. Brack's separation from MetroHealth. You also falsely called the 2019 Agreement a "contract amendment" to the 2014 "Agreement between Cuyahoga County, Ohio on behalf of the County Sheriff's Department and The MetroHealth System for Provision of Management, Healthcare and Related Services" (the "2014 Agreement").

The 2014 Agreement was not applicable to the events that occurred in 2018 either. Rather, the "Agreement between Cuyahoga County, Ohio on behalf of the County Sheriff's Department and The

MetroHealth System for Provision of Management, Healthcare and Related Services" effective January 1, 2015, as amended, (the "2015 Agreement") was applicable. In fact, the 2019 Agreement references the 2015 Agreement as the Existing Agreement. Yet, you went so far as to falsely state that the "position of MetroHealth", which naturally includes its CEO/President and Chief of Staff, that the County had control over the medical staff, was "contractually false". A simple reading of the agreements makes the truth abundantly clear, and it is no wonder you only distributed excerpts of the agreements to those attending your press conference.

Without reasonable prudence or care you disregarded the truth and the applicable 2015 Agreement. Your disregard for the truth likely was designed to cause (and succeeded in causing) MetroHealth, Dr. Boutros, and Ms. Platten special damages, including public hate and ridicule. As a demonstration of the apparent malice with which you made your false statements, you challenged reporters not to listen to the truth about the various agreements from MetroHealth, the County, etc.

MetroHealth, including Dr. Boutros and Ms. Platten, requests that you immediately recant and retract your false statements. Additionally, please broadcast and disseminate your recantation/retraction to the same news outlets and entities that you originally broadcasted your false statements.

If you have questions or would like to discuss this matter, please contact me. Your failure to address your false statements may result in MetroHealth, Dr. Boutros, and/or Ms. Platten seeking civil recourse against you and your firm. This is not the first time that you have made false statements about MetroHealth and its staff, and MetroHealth, Dr. Boutros, and Ms. Platten will not tolerate your continued and blatant disregard for the truth.

By addressing only certain false statements in this letter, MetroHealth does not agree that the unaddressed statements made during your May 21, 2019 press conference are truthful.

Very truly yours,

ZASHIN & RICH CO., L.P.A.



Jon M. Dileno

cc: Ashlie Case Sletvold, Esq. (Ashlie.Sletvold@ChandraLaw.com)
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