

EXHIBIT C

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March 1, 2024

By Email & Federal Express

Patricia L. Glaser, Esq.
Kerry Garvis Wright, Esq.
Joseph Hadacek, Esq.
Glaser Weil Fink Howard Jordan & Shapiro LLP
10250 Constellation Blvd., 19th Floor
Los Angeles, California 90067

Re: Toni Sallie v. Russell Simmons

Counsel:

As you know, this firm represents Toni Sallie. We write to provide formal notice of your client's breach and/or default of the Confidential Settlement Agreement and Confidential Letter Agreement (collectively, the "Agreements"), both effective as of November 23, 2023, pursuant to Paragraph 12 of the Confidential Settlement Agreement and Paragraph 7.7 of the Confidential Letter Agreement. As you are aware, Mr. Simmons has failed to make the first payment in a timely manner, sending along only a small fraction of what is now owed.

We also hereby reiterate the notices we provided to Mr. Simmons and you as his counsel by letter dated September 13, 2023 with respect to preservation of documents and materials and non-encumbrance of assets.

Specifically, because litigation is reasonably likely, Simmons and you are obligated to maintain, preserve, retain, protect, and not destroy any and all documents and data, both electronic and hard copy, that may be relevant to any claims asserted by Ms. Sallie concerning Simmons's sexual assaults of her and/or anyone else and his breach and/or default of the Agreements, including without limitation his intentions concerning the Agreements and satisfying the same. Failure to preserve and retain any relevant electronic data and evidence may constitute spoliation of evidence that would potentially subject him to evidentiary and/or monetary sanctions. Under New York law, even negligent erasures or destruction of discoverable documents or materials constitutes sanctionable spoliation. *Strong v. City of New York*, 112 A.D.3d 15, 21-23 (1st Dep't 2013).

Moreover, any attempt by Simmons to sell, encumber, hide, move, manipulate, or otherwise dispose of any property, including without limitation any interest of any form in any business concern, financial assets, funds, real property, and/or tangible personal property in such a way as to sever its attachment to Simmons or his estate in anticipation of defending against Ms. Sallie's claims for her underlying claims and/or for enforcement of the Agreements will constitute fraudulent conveyance and will subject him to further liability under New York law. *B.M.H. Mgmt., Inc. v. 81 & 3 of Watertown, Inc.*, 13 A.D.3d 1182 (4th Dep't 2004).

Nothing in this letter is intended to waive any of Ms. Sallie's rights to seek monetary and equitable relief or otherwise enforce any aspect of the Agreements. All such rights are hereby expressly reserved.

Very truly yours,



Mariann Meier Wang

Dear Customer,

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Recipient:
 Joseph Hadacek, Esq., Glaser Weil LLP
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Shipper:
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