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BRYAN J. FREEDMAN

February 22, 2024

Via Electronic Mail

NBCUniversal  
c/o Daniel M. Petrocelli, Esq.  
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Warner Bros. Discovery, Inc.  
c/o Savalle Sims, Esq.  
General Counsel  
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Shed Media US  
c/o Daniel Helberg, Esq.  
SVP Business & Legal Affairs  
3800 Barham Blvd., #410  
Los Angeles, CA 90067

**Re: Brandi Glanville**

Counsel:

This firm, along with Mark Geragos, represents Brandi Glanville, a Bravo mainstay formerly of *Real Housewives of Beverly Hills* and *Ultimate Girls Trip*, in connection with her claims against NBCUniversal ("NBC"), Warner Bros. Discovery ("Warner Bros."), Shed Media US ("Shed Media"), and others. Over the past year, Ms. Glanville has been subjected to a vicious media campaign based on false allegations of sexual misconduct. The false narrative, which NBC and Shed Media have apparently decided to foment, arises from Ms. Glanville's experience on *Ultimate Girls Trip: Morocco*. While the experience has been a nightmare for Ms. Glanville, it is far from the first time Ms. Glanville has been used and abused by NBC, Bravo, Warner Bros., and Shed Media. Indeed, Ms. Glanville has long been taken advantage of by the institutions with which she is indelibly tied personally, professionally, financially, and in the public mind. Her story—one of thousands we have heard in the course of our investigation into the practices of the reality television industry—is part and parcel of the Reality Reckoning.

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Ms. Glanville has been a Bravo programming staple for over a decade. Since her debut on *Real Housewives of Beverly Hills*, Ms. Glanville has embodied the “Real Housewife.” She has been a fan favorite for her hedonistic lifestyle, salacious personal life, and striking physical appearance. Over the years, Ms. Glanville has also proved reliable, flexible, and loyal to Bravo. In return, however, Bravo has cast Ms. Glanville off, standing idly by as she faces character assassination and financial ruin. NBC and Shed Media are deliberately refashioning a series of intimate moments between two consenting adults into a #MeToo scenario. This is a transparent attempt to cut ties with Ms. Glanville in a manner intended to deny her recourse, discredit her, and ward off damaging revelations that Ms. Glanville is uniquely positioned to reveal.

To be clear, Ms. Glanville has devoted her professional life to Bravo and production affiliates. The cruel end of a relationship in which Ms. Glanville has invested fully pains her. She would have liked nothing more than to continue her long-standing affiliation with Bravo to entertain existing viewers and attract new ones. Regrettably, NBC and Shed Media have not only elected to terminate the relationship but also to humiliate and ruin her publicly. In doing so, Bravo and Shed Media have left Ms. Glanville in dire straits. A single mother raising two boys, Ms. Glanville is struggling to support her family and meet her basic needs. The stress caused by this ordeal and the destruction of her reputation has wreaked havoc on her health and happiness. Ms. Glanville is suffering from severe stress-induced medical ailments, including severe swelling of her face that has persisted for months and undermined her physical appearance. The course of events is simply intolerable.

At the outset of the Morocco trip, the production team made it crystal clear to the cast that they were there to make good TV, as they had during the prior *Ultimate Girls Trip* season, and that all of them were expected to conduct themselves accordingly; like her castmates, Ms. Glanville took that as a directive to partake in boozy debauchery. That is precisely what they did, Ms. Manzo being no exception. The cast spent the day in question drinking alcohol, smoking marijuana, and, at the end of the evening, learning how to belly dance. At a party thrown by production, Ms. Glanville and Ms. Manzo engaged in ‘dirty dancing,’ flirting, and playful touching. Throughout the night, they shared a couple of kisses. We have heard about a supposed ‘bathroom incident’ through press leaks, but Shed Media has repeatedly refused to allow Ms. Glanville or her counsel to see the footage in question; there is no truth to any allegations of impropriety. Ms. Glanville and Ms. Manzo were never alone together that evening. Even when Ms. Manzo pulled Ms. Glanville into the bathroom to wash their hands after handling snakes, they were accompanied by Alex McCord and Gretchen Rossi. All four women were in the bathroom for no more than 2 to 3 minutes and had their microphones on at the time, although Shed Media has repeatedly refused to provide Ms. Glanville with the audio recordings. Ms. Manzo did not manifest a lack of consent at any point.

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Later in the night, Ms. Manzo remarked: “I’ve been kissed by women before, but I’ve never kissed back [until now].” Ms. Manzo had previously invited the other women to feel her breasts and had been openly discussing her sexuality. There was no indication that Ms. Manzo was distressed after the supposed ‘bathroom incident.’

What happened next—and why—remains shrouded in mystery. The production team barged into Ms. Glanville’s bedroom in the communal house the following morning and informed her that Ms. Manzo was ‘uncomfortable’ with the previous night’s events. Ms. Glanville was directed to participate in a long day of filming in the desert, although she was driven there separately from the other cast members by production. She was also prohibited from drinking alcohol. Afterward, at approximately 3 a.m., one production assistant took Ms. Glanville to a seedy hotel and sequestered her from the rest of the cast. Ms. Glanville was then moved into a different hotel the following day and kept there for *three more days* without additional information. She was then flown home a single day before the other cast members. It is apparent some allegation was made; however, neither the nature nor the source of that allegation has been clarified by NBC, Shed Media, or Warner Bros. We can glean from the press coverage—seeded by malicious and deliberate leaks—that Ms. Manzo formally accused Ms. Glanville of sexual misconduct and that Ms. Glanville was sent home as a result. It bears emphasis that Ms. Glanville and Ms. Manzo were never alone together; anything that happened took place in the presence of the cast and crew. All the events were captured on camera or picked up via microphone. We understand that Shed Media and/or Warner Bros. has interviewed witnesses (although not all of them) and reviewed the audio recordings and video footage from that night.

Notwithstanding, NBC and Shed Media, as well as Ms. Manzo, have been feeding a narrative that Ms. Glanville engaged in serious sexual misconduct. Indeed, Ms. Glanville was (falsely) informed by the Shed Media/Warner Bros. investigator that the investigation would be kept strictly confidential. Yet Ms. Manzo has openly discussed the investigation and its purported outcome in public appearances, including on the April 7, 2023, episode of *Two Ts In a Pod With Teddi Mellencamp and Tamra Judge*. We have every reason to believe that Ms. Manzo, with the tacit or express support of Bravo and Shed Media, is the source of the early and voluminous press leaks that began immediately upon Ms. Glanville’s return home. Yet Ms. Glanville was admonished to remain entirely silent and to refrain from defending herself. She was further told that assuming her compliance with that directive, she would have the opportunity to work for Shed Media/Warner Bros. again on the condition that she completes 6-months of outpatient therapy with a Warner Bros.-affiliated therapist. Ms. Glanville did so. It became apparent afterward, however, that this was a false promise intended to ensure Ms. Glanville’s silence. All the while, Ms. Manzo, Bravo, and Shed Media were feeding a defamatory narrative that destroyed Ms. Glanville’s reputation, employment prospects, mental health, and financial stability and caused untold harm to Ms. Glanville and her family.

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We also understand that NBC and Shed Media are deliberately misconstruing an interaction between Ms. Glanville and Shawn Loesser to bolster its claims of sexual misconduct. Mr. Loesser has a history of soliciting and/or engaging in sexual relations with female reality stars under his purview. Ms. Glanville is no exception. Mr. Loesser has always been transparent about his attraction to Ms. Glanville. Due to Ms. Glanville's previous affiliation with *Real Housewives of Beverly Hills*, Ms. Glanville and Mr. Loesser have a long-standing personal relationship characterized by mutual flirtation, and the attempt to recast a single interaction of this nature as sexual harassment by Ms. Glanville beggars belief. Worse still, Ms. Glanville herself has been a victim of sexual harassment at Bravo *by none other than Andy Cohen*. In a video sent by Mr. Cohen to Ms. Glanville in 2022, Mr. Cohen—appearing obviously inebriated—boasted of his intention to sleep with another Bravo star that night while thinking of her and invited her to watch via Facetime. Mr. Cohen was Ms. Glanville's boss at the time and exercised complete and total control over her career. This was an extraordinary abuse of power that left Ms. Glanville feeling trapped and disgusted. It is inconceivable that Mr. Cohen remains in his post in spite of this behavior and harkens back to the bad old days of Matt Lauer and NBC News when profits were prioritized over people.

It is not lost on us that NBC and Shed Media—and the reality TV industry writ large—have come under heavy scrutiny for, among other things, unethical and predatory business practices, mistreatment of cast and crew, and unsafe working conditions. There has been considerable public interest in the “Reality Reckoning,” a grass-roots movement to improve working conditions for cast and crew, ensure compliance with the applicable law, and establish accountability for bad behavior. It is not hard to understand why NBC and Shed Media—two beleaguered giants of the reality TV world—would feel pressure to act decisively in response to allegations of sexual misconduct by a cast member. This is especially understandable in the wake of the #MeToo movement, which transformed the public's understanding of this behavior, its severity, and the consequences that should be borne by those who engage in it. Accusations of sexual misconduct are about as serious as they come and often result in the ‘cancellation’ of the accused—a social and economic death. Due to the false accusations against her and the media narrative that NBC and Shed Media have allowed to fester, Ms. Glanville is experiencing precisely this social and economic death. The underlying allegations, however, are demonstrably false. Bravo and Shed Media needed a sacrificial lamb and selected Ms. Glanville for the role.

To make matters worse, Ms. Glanville has always been nothing less than a loyal soldier for NBC. That is partly because, for many years, Bravo has been dangling carrots to keep Ms. Glanville in line. As you know, Joanna Krupa filed a defamation lawsuit against Ms. Glanville in 2015, arising from comments Ms. Glanville made on *Watch What Happens Live* in her professional capacity with Bravo. Although NBC and/or production affiliates were plainly responsible for indemnifying Ms. Glanville in connection with the lawsuit, Ms. Glanville was

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instructed not to pursue the matter lest she suffer professional retribution from her then-employers. Ms. Glanville expected that her demonstrated loyalty would be rewarded professionally and financially if she bit the bullet. Despite liquidating her savings to cover legal fees and settlement costs, Ms. Glanville never got her carrot. That makes this situation especially galling for Ms. Glanville, who genuinely believed NBC would do right by her.

The purpose of this letter is not to exhaustively lay out Ms. Glanville's claims. Rest assured, however, that we will do so if needed. These claims would certainly include but are not limited to, false light, intentional infliction of emotional distress, and interference with Ms. Glanville's prospective economic advantage. There are also a host of illegal provisions in her Talent Agreement, as we have detailed in previous correspondence to NBC. To be explicit, the release and confidentiality provisions, among others, are unlawful and unenforceable. Nothing in her contract will bar these claims or gag Ms. Glanville from speaking out.

Having concluded that she is being used as a sacrificial lamb, Ms. Glanville has authorized this firm to vindicate her legal rights and wage a public reputational war with NBC, Bravo, Warner Bros., Shed Media, and everyone involved in her mistreatment. To avoid what will undoubtedly be a highly public, embarrassing, scorched earth feud that promises to undress your reckless disregard for the mental and emotional health of your employees, we suggest you respond immediately.

#### **NOTICE OF DUTY TO PRESERVE ALL EVIDENCE**

Since our client is asserting rights that may result in litigation, you are advised that a continuing duty to preserve evidence arises once a party has notice that the evidence is relevant to a legal proceeding or when a party should have known that the evidence may be relevant to a future legal proceeding. Furthermore, once a party can reasonably anticipate a legal proceeding, it must suspend its routine document retention and/or destruction policy to ensure the preservation of relevant evidence.

The scope of this preservation duty covers all "electronically stored information." Accordingly, your obligation to preserve all relevant documents and data includes not only hard copy documents but also files saved on cloud storage services (e.g., Google Drive, Dropbox, iCloud), audio recordings, videotape, e-mail, instant messages, text messages and messages sent or received in other messaging services (e.g., WhatsApp, Instagram, Snapchat), word processing documents, spreadsheets, databases, calendars, telephone logs, contact manager information, Internet usage files, and all other electronic information created, received, and/or maintained by your company on computer systems.

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The sources of these documents and data include all hard copy files, computer hard drives, removable media (e.g., USB and thumb drives, CDs, and DVDs), mobile phones, laptop computers, tablets, and any other locations where hard copy and electronic data may be stored. These sources include inaccessible storage media, such as backup tapes, which may contain relevant electronic information that does not exist in any other form, and cloud storage (e.g., Google Drive, Dropbox, iCloud).

**Please take immediate steps to preserve all existing documents and data relevant to Ms. Glanville's claims against NBC, Warner Bros., Shed Media, and/or Caroline Manzo to prevent the overwriting or any other possible destruction of relevant documents and data. This information would include, but is not limited to, the following:**

- All documents relating to Ms. Glanville in the possession, custody, or control of NBC, Bravo, Warner Bros., and Shed Media.
- All documents relating to NBC's, Bravo's, Warner Bros.', and Shed Media's policies and practices regarding alleged misconduct.
- All documents relating to NBC's, Bravo's, Warner Bros.', and Shed Media's policies and practices regarding disciplinary investigations.
- All correspondence and communications regarding Ms. Glanville or Ms. Manzo in connection with *Ultimate Girls Trip: Morocco*.
- All audio and video of cast members on *Ultimate Girls Trip: Morocco*, whether taken by cast members, crewmembers, or third parties that NBC, Bravo, Warner Bros., or Shed Media has ever viewed or had in their possession.
- All communications from or to NBC, Bravo, Warner Bros., or Shed Media employees and/or contractors, including but not limited to executives, concerning Ms. Glanville.
- All communications from or to Andy Cohen regarding Ms. Glanville in connection with *Ultimate Girls Trip: Morocco*.
- All communications from or to Ms. Manzo regarding her altercation with Ms. Glanville.

You must take every reasonable step to preserve this information until further notice. For your assistance, below is a more detailed description of the litigation hold and information subject to preservation that may be subject to disclosure and responsive to discovery in potential litigation.

**DESCRIPTION OF LITIGATION HOLD AND INFORMATION SUBJECT TO  
PRESERVATION LITIGATION HOLD**

You are requested to immediately initiate a litigation hold for potentially relevant electronically stored information ("ESI"), documents, and tangible things and to act diligently and in good faith to secure and audit compliance with that litigation hold. You are also requested to preserve and not destroy all passwords, decryption procedures (including, if necessary, the software to decrypt

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the files), network access codes, ID names, manuals, tutorials, written instructions, decompression or reconstruction software, and any and all other information and things necessary to access, view, and (if necessary) reconstruct any ESI. You should not pack, compress, purge, or dispose of any file or any part thereof.

You are further requested to immediately identify and modify or suspend features of your operations, information systems, and devices that, in routine operations, operate to cause the loss of documents, tangible items, or ESI. Examples of such features and operations include, but are not limited to, purging the contents of e-mail repositories by age, capacity, or other criteria; using data or media wiping, disposal, erasure, or encryption utilities or devices; overwriting, erasing, destroying, or discarding backup media; re-assigning, re-imaging or disposing of systems, servers, devices, or media; running antivirus or other programs that alter metadata; using metadata stripper utilities; and destroying documents or any ESI by age or other criteria.

### **SERVERS**

With respect to servers like those used to manage electronic mail and network storage, the entire contents of each user's network share and e-mail account should be preserved and not modified.

### **STORAGE**

With respect to online storage (including cloud storage such as Google Drive, iCloud, Dropbox, etc.) and/or direct access storage devices attached to your mainframe computers and/or minicomputers, in addition to the above, you are not to modify or delete any ESI, "deleted" files, and/or file fragments existing on the date of this letter's delivery that contain potentially relevant information.

With regard to all electronic media used for off-line storage, including magnetic tapes and cartridges, optical media, electronic media, and other media or combinations of media containing potentially relevant information, you are requested to stop any activity that may result in the loss of any ESI, including rotation, destruction, overwriting and erasure in whole or in part. This request is intended to cover all media used for data or information storage in connection with your computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy diskettes, and all other media, whether used with personal computers, minicomputers, mainframes, or other computers, and whether containing backup and/or archival ESI.

### **PERSONAL COMPUTERS**

You should take immediate steps to preserve all ESI on all personal computers used by you, your officers, directors, and employees, including all secretaries and assistants that in any way relate

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to the above-referenced matters and the events and causes of action described in the complaint. As to fixed devices, (1) a true and correct copy is to be made of all such ESI, including all active files and completely restored versions of all deleted electronic files and file fragments; (2) full directory listings (including hidden files) for all directories and subdirectories (including hidden directories) on such fixed devices should be written; and (3) all such copies and listings are to be preserved until this litigation is ended. As to floppy diskettes, CDs, tapes, and other non-fixed media relating to this matter, they are to be collected and stored pending the resolution of this litigation.

### **PORTABLE SYSTEMS**

In addition to your immediate preservation of ESI, documents, and tangible items in your business, on servers, and workstations, you should also determine if any home or portable systems may contain potentially relevant data or information. To the extent that officers, board members, or employees have sent or received potentially relevant e-mails or created or reviewed potentially relevant documents away from the office, you must preserve the contents of systems, devices, and media used for these purposes (including not only potentially relevant data from portable and home computers, but also from portable thumb drives, CD-R discs, tablets, smartphones, voice mailboxes, or other forms of ESI storage). Additionally, if any employees, officers, or directors used online or browser-based e-mail accounts or services to send or receive potentially relevant messages and attachments, the contents of these account mailboxes should be preserved.

### **EVIDENCE CREATED OR ACQUIRED IN THE FUTURE**

With regard to documents, tangible things, and ESI that are created or come into your custody, possession, or control subsequent to the date of delivery of this letter, potentially relevant evidence is to be preserved. You should take all appropriate action to avoid the destruction of potentially relevant evidence.

This letter is not intended to set forth our client's entire position regarding this matter. Nothing contained herein shall constitute a limit on or waiver of, our client's claims, rights, defenses, or remedies, all of which are expressly reserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan J. Freedman". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Bryan J. Freedman, Esq.



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cc: Mark J. Geragos, Esq.  
Jason H. Sunshine, Esq.