

EXHIBIT 3

Mueller, Jeff

From: Eric H. Zagrans <eric@zagrans.com>
Sent: Wednesday, August 09, 2017 10:41 AM
To: Mueller, Jeff; 'Michael Silverman'; kb@brunolawus.com; 'Matthew Peterson'; 'Bill Clendenen'; 'Maura Mastrony'
Cc: 'McDevitt, Jerry'; 'Krasik, Curtis B.'
Subject: RE: Bagwell v. WWE - Discovery Issues

Counsel,

Now that we have served our supplemental discovery responses and produced the first wave of relevant and non-privileged responsive documents, we have demonstrated that your “concerns that [we] may be renegeing or backtracking on several of [our] prior commitments” were completely unfounded. In particular:

1. We have done so, except that the identity of the attorney who contacted Bagwell in 2015 remains unknown because Bagwell cannot presently recall his name.
2. We have done so.
3. We have made those contacts. We expect to receive the documents from Mr. Leydon in the immediate future and will begin to review them for their responsiveness to your requests when we receive them. We have been similarly attempting to obtain client files and documents from Mr. Krislov and expect to have by today his commitment on turning them over to us on a date certain.
4. We have done so. With respect to bank account and IRS records reflecting Plaintiffs’ total income over a period of years, we have consistently (and without renegeing) stated that the only relevant income information in this litigation pertains to the royalty income they received during such years. We originally took the additional position that we had no obligation to obtain bank account information that Plaintiffs do not currently have in their personal possession. We have not backtracked on our position regarding the irrelevance of any income information except royalty income, and that therefore general bank account information and IRS information, including tax returns, are not appropriately discoverable. However, in the event such information is determined to be properly discoverable, we have broadened our position from formerly stating we would supply only the names of the banks where Plaintiffs have their accounts to now stating that we would make the request to the banks and IRS (if necessary) to provide the requested information as you have insisted we do.
5. See answer to #4 above.
6. We understand you have agreed not to seek production of the fee agreements in exchange for our answering the questions you have posed. Just to clarify, I did respond to and answer these same questions verbally during our second meet-and-confer session, but you are correct that I had not seen at the time of the telephone conversation the fee agreement of former counsel Krislov. I have now reviewed that agreement as well. I am not aware of any questions in this regard asked of me during that telephone conversation that I did not answer. In any case, here again are our answers to your questions:
 - a. The Plaintiffs have the authority to settle the case, unless and until it were to be certified as a class action, at which time the Court would have the final authority over any proposed settlement.
 - b. Plaintiffs seek compensation for the damages they suffered as a proximate result of Defendant’s wrongful conduct. In the event this case were to be certified as a class action, they would be entitled to receive their

proportionate share as class members of the total recovery obtained for the benefit of the class. It is expected that, in the event Plaintiffs are designated as class representatives by the Court and depending on the success achieved in the case, Plaintiffs may petition the Court for an award of additional case contribution compensation in an appropriate amount. Of course, any such additional award of compensation would be entirely within the Court's discretion.

- c. Plaintiffs have entered into a contingent fee agreement with counsel, under which counsel would be entitled to fees based upon a percentage of Plaintiffs' recovery. In addition, counsel have agreed to advance costs and expenses in the litigation subject to being reimbursed for such case costs and expenses from any recovery obtained for Plaintiffs. However, in the event this case were certified as a class action, the entitlement to attorneys' fees and the reimbursement of case costs and expenses would be entirely subject to Court approval.
- d. Plaintiffs' counsel who are not lawyers in the same firm have agreed to share fees in proportion to the services performed and responsibility assumed by each lawyer, while ensuring the total fee remains reasonable, in accordance with Rule 1.5 of the Illinois and Connecticut Rules of Professional Conduct. To the extent there may be a specific percentage split in Krislov's verbal agreement with former local counsel Leydon or set forth in Bruno's written consent to affiliate the Clendenen firm as current local counsel, we decline to disclose those specific percentages because they are irrelevant to any issue in this case and are in any event subject to the proportionality and reasonableness principles of Rule 1.5 as set forth above.
- e. It is my understanding that former counsel Krislov entered into a verbal agreement with former local counsel Leydon to retain his firm's services as local counsel. I am unaware, and my current colleagues are unaware, of any written fee agreement with Mr. Leydon's firm. I have no other explanation for this fact since we did not participate in these discussions which predated the involvement of the Bruno Firm.
- f. There are no other attorneys who are or have been involved in this case on behalf of Plaintiffs, or who have a financial interest in this case, other than the lawyers and law firms who have been disclosed to you and who have entered appearances at one time or another in this litigation.
- g. See answer to #6(f) above.

I trust that the foregoing clearly and completely answers your remaining questions on these matters.

I suggest we have a telephone conversation later this morning to discuss the joint submission to the Court. Would noon Eastern time, 11:00 a.m. Central, work for your schedules? Please let us know at your earliest convenience.

Thank you,

Eric

From: Mueller, Jeff [mailto:jmueller@daypitney.com]

Sent: Friday, August 04, 2017 12:53 PM

To: Eric H. Zagrans <eric@zagrans.com>; 'Michael Silverman' <msilverman@brunolawus.com>; kb@brunolawus.com; 'Matthew Peterson' <matthew@matthewtpetersonlaw.com>; 'Bill Clendenen' <whcj@clenlaw.com>; 'Maura Mastrony' <mam@clenlaw.com>

Cc: 'McDevitt, Jerry' <Jerry.McDevitt@klgates.com>; 'Krasik, Curtis B.' <Curtis.Krasik@klgates.com>

Subject: Bagwell v. WWE - Discovery Issues

Counsel:

I write in response to your emails from last evening and to address the status of certain open issues with respect to Plaintiffs' responses to WWE's first and second set of discovery requests. Your recent emails raise concerns that you may be renegeing or backtracking on several of your prior commitments. We take this opportunity to clarify the issues.

1. Based on your representations, we expect that you will identify the formula, identify the attorney who contacted Plaintiff Bagwell in 2015, and provide complete responses to the contention interrogatories on Monday.
2. Based on your representations, we understood that you would be supplementing your responses to the interrogatories seeking information concerning damages (IROG 6). Please provide a date certain by which you propose to supplement those responses and to state the damages that you are claiming with respect to Bagwell and Levy.
3. Based on your representations, we understood that you would be immediately contacting prior attorneys for Plaintiffs to obtain information and documents responsive to our discovery requests. Please advise which attorneys you have contacted, whether they have advised they will provide records to you, and provide a date certain by which you will be producing documents obtained from them.
4. Based on your representations, we understood that you would be identifying and producing documents reflecting royalty income and information for Plaintiffs for each year they performed for WCWI, ECW, WCW, Inc., and/or WWE (IROGS 2-3 and multiple RFPs including 20-22).

Previously, you had indicated that you would provide banking information such that we could subpoena bank records reflecting Plaintiffs' income from wrestling, but that you did not believe that it was your responsibility to obtain such records. Now you seem to be renegeing on that commitment. To be clear, we have no particular interest in wading through bank records to reconstruct their performance income versus royalty income, and are interested in obtaining only records sufficient to show these two components of income during their tenure with WCWI, ECW, WCW, Inc., and/or WWE. Thus, will you produce your clients' income tax returns showing such information and sign IRS forms to release such information to us, or is it your position that either or both components of past income from those four sources are objectionable?

5. We intend to seek a compulsion order with respect to our requests for information regarding Plaintiffs' total income (performance income in addition to royalty income) for each year they performed for WCWI, ECW, WCW, Inc. and/or WWE. Such information is plainly relevant to our defenses for the reasons stated in our email correspondence and telephone conversations. As to your point regarding income earned from wrestling promotions other than WWE, such information is obviously relevant as Plaintiffs have claimed an entitlement to royalties on WCWI and ECW works as well.
6. Without waiver of our position that fee agreements are relevant and discoverable, we will agree not to move to compel production of those agreements at this time if you respond in writing to the questions below. Contrary to your statements, you either have not provided answers to these questions with respect to *all* of the fee agreements because you claimed not to have them during our prior telephone conversations, or you have not answered them at all. Depending on your answers to these questions, we reserve the right to seek production of the fee agreements themselves.
 - (a) Who has the authority to settle this case under the terms of the fee agreements?
 - (b) Are the named plaintiffs eligible to receive incentive payments or additional compensation?
 - (c) Who is responsible for the payment of fees and expenses related to the litigation?
 - (d) What fee-sharing arrangements exist between counsel for plaintiffs?
 - (e) How could Brenden Leydon not have a fee agreement with Plaintiffs consistent with the Connecticut Rules of Professional Conduct? See Rule 1.5(b).

(f) What other attorneys, including but not limited to Konstantine Kyros, have been involved in this case or involved with the Plaintiffs, or have a financial interest in this case?

(g) What attorneys were involved in referring this case to any of the current or former counsel for Plaintiffs?

We would appreciate a prompt response to this email, particularly in view of the substantial delays occasioned by Plaintiffs to date and the deadlines set forth in the Court's scheduling order. Please provide your final position on these matters **by no later than Monday, August 7**, so that we know what we need to include in our submission to the Court on Wednesday. Thank you.

Jeffrey P. (Jeff) Mueller | Attorney at Law | [Attorney Bio](#)



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