Exhibit L

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BY EMAIL

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Re: Studnicki *et al*. / Sage Publications, Inc.

Dear Steven and Phil:

I am writing in response to your clients' request to arbitrate their dispute with Sage Publications, Inc. by joint submission to the American Arbitration Association, to be administered in the District of Columbia under the AAA Commercial Rules. I appreciate the time you have spent with me discussing this issue. If the parties do not reach agreement on submission terms then, as we read the agreements, arbitration would occur by default in California without any administrator. Sage has no objection to AAA, or to the hearing in the District of Columbia, if we agree too on the applicable rules. We are also willing to work with you to expedite the hearing, since this is important to your clients. However, Sage will not agree without limits to the AAA Commercial Arbitration Rules, which allow for discovery, since the default under California rules would be no discovery.

We acknowledge your view that a California arbitration of these claims would include discovery, but there is simply no authority for this contention. The default rule in California is no discovery, unless the case involves "injury to, or wrongful death of, a person caused by the wrongful act or neglect of another." This provision has been applied to medical malpractice cases, automobile collisions, and the like but not to a purely business dispute involving a claim of reputational harm, as this one is. We disagree that the *Armendariz* changes this result. In *Armendariz*, the court concluded that an employee's unwaivable statutory right to bring a sexual harassment or discrimination claim against its employer would be vitiated, that is, effectively waived in violation of the statute, if the employee had no access to the discovery necessary to

meaningfully exercise its right. That is not this case. If you clients have a good faith basis to allege discrimination, then they must already have evidence they believe supports this claim. But even if the *Armendariz* holding were applicable to their Unruh Act claim, I have invited you to articulate the discovery that you believe is necessary from Sage to prove discrimination. You have declined to do that, which is perplexing because you will have to do it anyway in the not distant future.

Over the past five years, Sage has published over 1,000 journals at any one time. An initial search using the search term "abortion" among its content generates approximately 60,000 hits, the majority of which are research articles. Almost 1,000 of the hits are in a journal owned by the Catholic Medical Association and published by Sage. Your clients alone are authors in 27 published articles that respond to the search term abortion. Without proper limitations on discovery, this proceeding will quickly spin out of control and make a prompt hearing impossible.

There are two possible paths forward. First, we could proceed to select a California arbitrator for a California arbitration and address with the arbitrator whether the claimants have no right to discovery at all, as Sage believes, or what limited discovery is necessary for claimants to try to prove discrimination. Second, we could agree to submit the dispute to AAA for a hearing in the District of Columbia, but in order to do so the parties would have to agree in their joint submission to substantive limitations on discovery, which we remain open to discuss. In either case, your clients will have to frame their desired discovery.

Please let us know how you would like to proceed, and thank you for your cooperation.

Sincerely,

Caroline Petro Gately