
March 17, 2021

CONFIDENTIAL

VIA E-MAIL

Will Hall
[REDACTED]

Dear Mr. Hall:

This is a further response addressing the revised version of a draft post concerning Aharon Grossbard and Françoise Bourzat that you provided to us on January 15, 2021.

Mr. Grossbard and Ms. Bourzat are appreciative and respectful of the back and forth that we have had over the past few months. They would like to reiterate their desire to talk to you in an informal attempt to find a common ground. Please let me know if you are amenable to setting up a conversation.

We previously addressed in multiple letters a number of inaccuracies that continue being asserted in the most recent version of the draft post you shared. As requested, we have summarized them below.

- Mr. Grossbard never intended to touch you, or any other client, in a sexual manner or hurt you in any way. Nor has he made such an admission.
- The draft continues to state and imply incorrectly that you were a therapy patient of Ms. Bourzat who was abused or otherwise harmed by her. For example, the headline of the draft post inaccurately states “Psychedelic **Therapists** Block **Patient** Story With Legal Threat” (emphasis added). (See also “Grossbard **and** Bourzat did things in our work that for me raise significant questions about misuse of power in psychedelic therapy”; “when I met with Grossbard and two witnesses I described to him the harm I experienced from his **and** Bourzat’s blurring and breaking of professional boundaries and subsequent denials” (emphasis added).)
- The allegations you describe as having been made in a 2000 lawsuit against Mr. Grossbard and Ms. Bourzat are not true, including the false allegation

that Ms. Bourzat had a sexual relationship with the plaintiff in that case. It is unlawful to repeat or republish false and defamatory statements made by another person, even if those allegations were originally made in a lawsuit.

- The draft post indicates that it was prompted, at least in part, by reading a “distorted” public account of “your story” (your experience working with Mr. Grossbard) in Michael Pollan’s book. The connection you draw between a character from the book and yourself is not accurate. Mr. Grossbard never stated that “he was ‘Andrei’” as the draft represents. While Mr. Grossbard did have a conversation with Mr. Pollan years prior to the book, it is Mr. Grossbard’s understanding that the character “Andrei” is not intended to represent a single, real person, but is instead a fictional figure. Mr. Grossbard did not author or authorize the language used in the book. Mr. Grossbard has not called you “crazy,” has no intention to do that, and does not think of you that way.
- The draft’s reference to you going into a “mental health facility” after “Grossbard told [you] what happened did not in fact happen,” inaccurately implies that a payment was made by Mr. Grossbard to buy your silence and resolve any claims made by you arising out of purported improper sexual conduct on his part. Mr. Grossbard gave you that sum to help you pay off student debt that you claimed having incurred due to his encouragement for you to pursue a degree. As you state in the draft post, that is in fact the purpose for which you used the money.
- A prior draft of the blog posted stated that you retained “a mediator” to negotiate a \$20,000 payment from Mr. Grossbard. The current draft has replaced “mediator” with “a third party.” As we indicated previously, California law requires that “[a]ll communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.” Cal. Evid. Code § 1119(c).
- It is not true that Mr. Grossbard “asked [you] to agree to never speak publicly about [your] experience with him.” Rather, you agreed that the payment resolved your claim and that you would not bring it up again. In any event, communications made in the course of mediation are confidential.
- The draft continues to state and imply inaccurately the existence of facts demonstrating a pattern of improper, unethical or illegal conduct by Mr. Grossbard and Ms. Bourzat in multiple instances and against multiple clients (“If I was convinced that what happened to me was unique, a mistake limited to one client and then resolved, I might feel less compelled

to speak publicly. If I was convinced Grossbard and Bourzat had addressed and changed their behavior, I also might feel less compelled to speak publicly. . . . The misuse of power should be challenged”; “I spoke with other clients and colleagues of Grossbard and Bourzat and learned how they had ended their work with them because of what they saw”; “I had heard that another client had received a payment from them.”). We reiterate that a person is liable for repeating or circulating a defamatory statement, even if that person identifies the source or indicates that he or she is merely repeating a rumor.

- Ms. Bourzat does not continue representing herself as “certified” in Hakomi therapy.

Finally, the draft blog continues to inaccurately portray Mr. Grossbard, Ms. Bourzat and their attorneys as falsely denying facts and of making threats to block you from telling the truth. We respectfully ask again that you refrain from posting or otherwise disseminating false and defamatory statements about Mr. Grossbard and Ms. Bourzat. Please understand that, while it is not the preference of Mr. Grossbard and Ms. Bourzat to initiate litigation, they are not willing to allow their reputations to be damaged unfairly by the circulation of false and defamatory statements about them, whether verbally or in writing, and reserve their rights to pursue all appropriate actions and remedies. Mr. Grossbard and Ms. Bourzat know there is information circulating about them, with reason to believe it’s related to your discussions with people, and will feel compelled to respond soon to those who are asking about it.

As before, the statements made in this letter are for settlement purposes only. By transmitting this letter, we do not authorize you to republish or use it in any part.

Sincerely,

