

## SENDER Z COMPLETE THIS SECTION

-. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.

- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Emploigment Rights queue Joe Curves, Attorney -a t-Law SuITE 600
312 Bidergho Si Tide AlliEs PittsBuiliju, PA, 15222

COMPLETE THIS SECTION ON DELIVERY

D. Is delivery address different from item 1 ? $\quad$ Y If YES, enter delivery address below:

| 3. Service Type |  |  |
| :--- | :--- | :--- |
| $\square$ Certified Mail | $\square$ Express Mail |  |
| $\square$ Registered | $\square$ Return Receipt for Merchandise |  |
| $\square$ Insured Mail | $\square$ C.O.D. |  |
| 4. Restricted Delivery? (Extra Fee) | $\square$ Yes |  |



## 147 Heather Drive

Butler, PA 16001-2819
December 3, 2001
Joseph H. Chivers, Esq.
Attorney-At-Law
Suite 600
312 Boulevard of the Allies
Pittsburgh, PA 15222-1923
Dear Mr. Chivers:
I am writing in regard to the very serious issues that we need to address. It is my opinion that you have misrepresented me in negotiations with AK Steel, which may already have compromised the outcome of my case.

At our first meeting, the consultation, I made it very clear that I would not settle for anything less than my accrued wages, pension, benefits, etc. At no time did I ever state anything otherwise.

My wife and I signed an agreement with you, and the negotiations between you and AK attorney Mr. John P. O'Connor ensued, an "intervention" as you call it. After some time you called me and said that Mr. O'Connor, in a phone conversation on October 2, 2001 with you, said that reinstatement was out of the question and that we should submit a demand letter. You requested I send you a letter with my demands. My wife and I sent to you, via fax and certified mail, a list of our demands dated October 4, 2001. In that letter to you, I asked that the demands to AK should be sent via certified mail to AK attorney O'Connor and the AK Board of Directors. (Another copy of my demand letter is enclosed.)

You and I had a couple of phone conversations after you received the demand letter from me. You discouraged some of my demands (which indicated you clearly understood what my demands were), but I said that was what I wanted as the client. I also wanted you to add U.S. Code Title 18, Section 241 Conspiracy Against Rights as well, to which you flatly refused.

Then on October 19, 2001 you sent Mr. O'Connor a letter with demands to which I NEVER agreed.

The document I signed to retain your services in intervention, The Power of Attomey with Agreement for Retainer and Contingent Fee, states in the first paragraph:
"It is understood, however, that my attorney will not enter into any agreement to settle or othervise compromise this matter without my expressed approval."

You clearly presented a demand on my behalf that did NOT represent my own demands in negotiations with AK Steel, and, indeed, you may have compromised my case in doing so without my expressed approval.

On October 22,2001 after receiving a copy of the demand letter you sent to O'Connor, I immediately called you, saying that you had misrepresented me. You asked me what demands I wanted and I stated it was the demands we had talked about all along - exactly what I included in my very detailed letter of October 4, 2001 that you asked me to send to you.

It was at this point that you claimed ignorance of my demand letter, that your paralegal had misplaced it, etc. - even though I knew you clearly understood my demands because you initially balked at my demands, saying I would never receive them.

I told you that I wanted you to rescind your previous demand letter to O'Connor, and send the demands that I clearly outlined in my detailed letter to you on October 4.

Your revised demand letter dated Oct. 23, 2001 to Mr. O' Conner stated that you wanted to "convey additional demands on [my] behalf for settlement of this matter." Once again you misrepresented me. The second letter should not have been to ADD demands, but to rescind the previous demand letter because it clearly did not represent the demands I wanted conveyed to the company.

In his letter of Oct. 25, 2001, Mr. O' Conner acknowledged receipt of both demand letters from you, and stated that AK rejected all the demands.

The remedy I am seeking is for you to write a letter to Mr. O' Conner stating that your first letter (dated 10-19-01) was in error and that those were NOT my demands; that your second letter (dated 10-23-01) should represent the ONLY demands I have officially made. You should also mention that I believe AK has violated my rights, as stated in the U.S. Code: Title 18, Sect. 241., Conspiracy Against Rights. In addition, I want certified copies mailed to every member of the AK Board of Directors.

If this remedy is not accomplished within 7 business days, you will leave me no choice but to file a complaint with The Disciplinary Board of the Supreme Court of Pennsylvania.

During one of our phone conversations you mentioned that you had had a prior relationship with Mr. O'Conior, a work-related association, or the like. Since I learned of your admitted past relationship with $0^{\prime}$ Connor, I have noticed what seems like a loss of some of your initial passion for my case. It is my hope that your prior relationship with $0^{\prime}$ Connor has not created a conflict of interest in my case.

I would appreciate your immediate attention to the letter to AK Steel on my behalf. I hope you will honor your agreement with me in representing my best interests. I look forward to hearing from you as soon as possible.

Sincerely,

Joe Myers
Enc.

