

October 5, 2026

VIA E-MAIL

Marc J. Randazza, Esq.
Randazza Legal Group, PLLC,
Counsel for Cheryl Bawtinheimer

**Re: *Rapid Relief Team (RRT) Ltd. v. Cheryl Bawtinheimer*, Case No.
1:26-cv-07423-GHW — Open Settlement Proposal**

Dear Mr. Randazza:

We write on behalf of Plaintiff and Counterclaim-Defendant Rapid Relief Team (RRT) Ltd. to propose a fair and comprehensive resolution of the current litigation.

This letter is an open communication. This is not a confidential or “without prejudice” settlement communication, and it is not offered solely under Federal Rule of Evidence 408. RRT intends this letter, and the proposal it contains, to be usable in these proceedings and to be a matter of record. RRT extends this offer in good faith and in the interest of bringing this dispute to a prompt and sensible close and to save both RRT and your client any further and unnecessary legal expense and risk.

Now is the right time to resolve this case. The parties have transferred the entire action to the Southern District of New York, and the matter will be taken up anew before Judge Woods. Resolving this case before the parties incur the additional time and expense of discovery makes sense.

RRT has improved its prior offer to bring this matter to a close. Since March 2026, RRT has maintained that Ms. Bawtinheimer may repost the videos if the logo is removed or blurred (*see, e.g.* ECF No. 71). We have looked into this further and confirmed that the original videos may be modified and restored, so nothing needs to be reposted.

Proposed terms. RRT proposes that the parties enter into a written settlement agreement containing the following principal terms:

1. **Withdrawal of the takedown notices.** Once the parties have reached a written settlement, within seven days, RRT will retract each of its copyright takedown notices for the videos identified in the Amended Complaint on both the Get A Life Podcast and the Rapid Relief Team – Exposed YouTube channels. Under YouTube’s published policy, this clears the associated copyright strikes and restores the videos at their original addresses, with their comments intact.
2. **Blurring of the Bird Logo — existing content.** Within seven days after the videos are restored, Ms. Bawtinheimer will edit them to blur RRT’s logo so that it is not recognizable where it appears; for example, by using YouTube’s Custom Blur tool or any equivalent



method. As discussed previously, all comments, likes, shares, and other interactions would be preserved, and nothing else in the videos needs to change.

3. **Blurring of the Bird Logo — future content.** Ms. Bawtinheimer will blur or otherwise obscure the Bird Logo in any further use.
4. **Mutual dismissal with prejudice.** The parties will dismiss all claims and counterclaims in the action with prejudice, each side bearing its own remaining fees and costs except as provided in paragraph 6 below, with the Court to retain jurisdiction solely to enforce the terms of the settlement.
5. **No restriction on comment.** Nothing in the settlement will restrict what Ms. Bawtinheimer may say about RRT, the Plymouth Brethren Christian Church, or her own experiences and reflections. RRT's concern in this action is the use of the copyrighted Bird Logo.
6. **Contribution to legal fees.** As a gesture of good faith, RRT is prepared to make a reasonable contribution to Ms. Bawtinheimer's legal fees. RRT does so notwithstanding that Ms. Bawtinheimer would not have had to incur any legal fees had she engaged with RRT's March 2026 settlement offer. RRT makes this offer now as a show of good faith and to attempt to remove an obstacle to a mutually acceptable resolution.

We believe these terms are fair, proportionate, and squarely in both parties' interests. They would end the litigation, restore Ms. Bawtinheimer's videos at their original addresses with their comments intact, address RRT's copyright concerns through blurring rather than takedown, prevent further legal expense being incurred by Ms. Bawtinheimer and by RRT, a charity with a charitable mission, and leave each side free to move forward.

Response requested. We would be grateful to receive Ms. Bawtinheimer's response by **October 15, 2026**. We are happy to discuss any of these terms and to work with you toward a mutually acceptable agreement. RRT is also open to asking the Court to refer the parties to Magistrate Judge Ricardo for a settlement conference.

Nothing in this letter is, or should be construed as, a waiver of any of RRT's rights, claims, defenses, or remedies, all of which are expressly reserved. This proposal is made without any admission of liability by any party.

We look forward to hearing from you.

Sincerely,

BROWN RUDNICK LLP

Michael Graif

Michael R. Graif
Counsel for Rapid Relief Team (RRT) Ltd.