

September 30, 2024

VIA EMAIL ONLY

([REDACTED]@gmail.com)

Kenneth Sallee
[REDACTED]

Re: Demand to Cease and Desist

Dear Mr. Sallee,

As you are aware, I represent Steve Telkamp. I am writing to demand that you immediately cease and desist from taking further harassing and unlawful action toward my client, including but not limited to, communicating false and defamatory statements about him to third parties, and communicating false and defamatory statements on your social media platforms about Mr. Telkamp. I further demand that you immediately remove all videos concerning or relating to Mr. Telkamp from all of your social media accounts, including but not limited to, Instagram, YouTube, and TikTok.

Obviously, no one should engage in or support grooming. It is a serious matter and a serious concern of parents but because it is so serious it is important for all the families involved to get the facts right. I understand that you were upset by the lack of communication with MASD regarding your complaint against my client. While I can appreciate protecting ones' children, and my client certainly does not fault you for filing a complaint with the District about what you believed to be inappropriate actions, that does not give you the right to defame my client in public or interfere with his new job.

The fact is Mr. Telkamp has never groomed any students, including your daughter or any other student at any school he has taught at. As you are aware, Mr. Telkamp has never received any discipline during his career as a teacher. In addition, Mr. Telkamp was not under investigation for grooming students at MASD. And Mr. Telkamp did not resign because of the investigation brought on by your complaint. He resigned because he did not think the District handled your complaint properly. Importantly, this was the first time anyone had filed a complaint against him, and he felt terrible that any student of his was uncomfortable in his classroom. Moreover, he immediately stopped engaging in the behaviors your daughter complained of once he was made aware of the complaint. Although you have publicly attributed this entire situation to your belief that Mr. Telkamp is a pedophile and groomed your daughter, groomed other teenage girls, and resigned because he was being investigated for grooming, you also publicly stated in one of your videos that you had no idea why Mr. Telkamp resigned. Furthermore, even after you were informed by the MASD that my client did not engage in any immoral conduct, you posted multiple defamatory videos on social media platforms, tortiously interfered in my client's contract with KUSD, and admitted in public, in writing, that your goal is to ensure that my client never teaches again.

In Wisconsin, the elements of defamation are: (1) a false statement, (2) communicated by speech, conduct, or in writing to a party other than the party defamed, and (3) the communication is not privileged and tends to harm one's reputation so as to lower them in the estimation of the community or to deter third persons from associating or dealing with them. See *Torgerson v. Journal/Sentinel, Inc.*, 210 Wis. 2d 524, 534, 563 N.W.2d 472, 481 (1997). Certain statements you have made regarding my client meet these requirements, and due to the flagrant and inflammatory nature of their content, may bring punitive liability. See *Dalton v. Meister*, 52 Wis. 2d 173, 180-81, 188 N.W.2d 494 (1971). Again, the statements you have publicly made are false and have been viewed on your social media account by thousands of people, and it is indisputable that calling a teacher a groomer, which by implication means he is a pedophile, is the most destructive allegation someone can make against a teacher.

In addition, under Wisconsin law, a successful tortious interference with a contract claim requires my client to prove that: (1) he had a contractual relationship with a third party (2) you interfered with that relationship (3) your interference was intentional (4) there was a causal connection between the interference and damages, and (5) you were not justified or privileged to interfere. See *Briesmeister v. Lechner*, 295 Wis. 2d 429, 720 N.W.2d 531 (Wis. Ct. App. 2006).

Your actions have damaged my client's reputation and his career. As the comments in your videos demonstrate, the public has accepted the defamatory statements as true. Clearly, your goal is to destroy the reputation and career of Mr. Telkamp because you have stated as much. And you have acted on that goal by interfering with Mr. Telkamp's contractual relationship with KUSD.

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We demand that you take the following immediate actions: (i) remove all your videos, postings, etc. on all of your social media accounts (e.g., TikTok, Instagram, YouTube, Facebook) concerning or relating to my client; (ii) cease and desist from making further defamatory statements regarding my client to any third-party; and (iii) contact KUSD through the same means in which you contacted them previously and apologize for getting involved in my client's contractual relationship and inform KUSD that you are retracting your allegations.

Should you fail to take the steps outlined in the paragraph above within 48 hours of receipt of this letter or continue to utter defamatory statements to third parties about my client, I will file an injunction with the court against you and seek all statutory costs and attorney fees accompanying said filing. Furthermore, my client has instructed me to file a civil lawsuit against you for defamation and tortious interference with a contract and to seek punitive damages. However, if do take the steps outlined above within 48 hours and cease from making continued defamatory statements, my client will consider this matter closed and take no legal action against you.

Please direct all further communications regarding this matter to my attention. I can be reached at the [REDACTED] or on my direct line at [REDACTED].

Sincerely,

[REDACTED]