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February 1, 2023

VIA FEDEX AND EMAIL

Mr. Tucker Carlson
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Re: Hunter Biden/Defamatory Statements

Dear Mr. Carlson and Mr. Guger:

We represent Hunter Biden, Esq., in connection with the false and defamatory statements made by Mr. Carlson on his show on the Fox News Network (“Fox News”) about Mr. Biden paying “rent” to his father, President Joseph Biden, in what Mr. Carlson implied was essentially a money laundering scheme to finance President Biden’s lifestyle prior to his election as President after legitimately defeating Donald Trump and alluding to Mr. Biden having unauthorized access to classified documents because of his presence at President Biden’s house. Furthermore, Fox News encouraged, consented to, and ratified Mr. Carlson’s conduct by, among other things, continuing to spread the false and defamatory “rent” story through other Fox News commentators and failing to issue any corrections once the story was known to be false and/or entirely unsupported. Notably, other conservative news outlets have already retracted the so-called “rent” story, including the very news story by *The Daily Caller* used in one of Fox News’ broadcasts. We demand that you immediately retract these statements by spending a significant amount of air-time on such retraction, for example, stating the assertions made were wrong and what other media (e.g., Glen Kessler of *The Washington Post*) have now reported indicating the falsity of the allegations.

Specifically, and without limitation, on January 16, 2023, during his broadcast, Mr. Carlson specifically stated as facts, among others, the following (emphasis added):¹

In 2018, Hunter Biden was looking to rent property in California.
Now, in a background check form as part of his rental application,

¹ See the following link for the full transcript: <https://www.foxnews.com/opinion/tucker-carlson-bigger-than-just-story-classified-documents>

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Hunter Biden claimed that, in fact, he owned the Delaware house that Joe Biden, his dad, says that he owned. So they're both claiming to own the same house. Hunter Biden then also listed the address of that house as his primary residence on his driver's license, an official government document. Now, this is the very same home where Joe Biden has spent a third of his presidency in addition to his beach house in Rehoboth without maintaining any visitor logs.

...

On the form, Hunter Biden claims he's paying nearly \$50,000 a month in housing costs. \$50,000 a month. Where'd that money come from? You wouldn't think Hunter Biden would be able to earn that kind of money at the time, this is pre-laptop. But Hunter Biden had already been thrown out of the U.S. Navy for cocaine use. He'd already abandoned a rental car with a crack pipe inside along with his I.D. He had already left his wife for his sister-in-law.

Now, all of this was public information. So how did a disgraced drug addict with no job skills make enough money to make a \$50,000 a month payment? Who is paying and how much are they paying him, and why were they paying him? And by the way, what classified documents keep appearing in homes that Hunter Biden lived in? Those seem like fair questions. We have a right to ask them. Joe Biden doesn't feel like answering them. Watch.

These statements are false and have no factual support whatsoever. Indeed, the falsity of these statements were reported in the Washington Post on January 21, 2023.² In this article, a real reporter who actually checks facts, unlike Mr. Carlson or others at Fox News, detailed that the statements were based on a tweet from an anonymous twitter user and a report of the tweet on January 12, 2023 and, on January 14, 2023, was then re-tweeted by *New York Post* reporter Ms. Miranda Devine. But, on January 15, 2023, Ms. Devine modified her earlier tweet on the subject by citing a Swedish newspaper report from 2021, and noting: "He may be referring to the rent on his House of Sweden office in DC which was \$50K per quarter." The next day, Devine tweeted (emphasis added):

² See the following link: <https://www.washingtonpost.com/politics/2023/01/21/how-hunter-biden-conspiracy-theory-grew-lone-tweet-big-megaphone/>

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Caution re wild speculation. This was for Hunter Biden's application for an apartment in a hip Hollywood complex he was desperate to get into. Big-noting by falsely claiming to own dad's house in DE. The rent may refer to the \$50k rent he paid for his office at House of Sweden.

In the broadcast, Mr. Carlson acknowledged that he was relying on the anonymous tweet and Ms. Devine's first tweet:

We know it because an anonymous Twitter account called @JJTalking found this background check form on Hunter Biden's laptop. Miranda Devine of the New York Post has also done extensive reporting on it.

But, in a flagrant violation of all journalistic professionalism, Mr. Carlson intentionally ignored Ms. Devine's cautionary tweets about the \$50,000 per month rent being "**wild speculation.**" He said nothing about those tweets although he implied he reviewed all of her tweets by describing her as having "done extensive reporting on it." One would think that Fox News would require its commentators to report all aspects of the sources of information for its stories on which they relied. However, despite having prior information that the so-called "rent" story was called "**wild speculation**" by one of its first proponents, Mr. Carlson, with reckless indifference and actual malice, reported the so-called "rent" story as fact to support his premise that Mr. Biden was paying the so-called "rent" as part of a money laundering scheme to finance President Biden's pre-presidential lifestyle. Here are some additional quotes from Mr. Carlson:

"Now, all of this was public information. So how did a disgraced drug addict with no job skills make enough money to make a \$50,000 a month payment? Who is paying and how much are they paying him, and why were they paying him?

...

So is it possible that Joe Biden's lifestyle was financed by his son and his son's dealings with foreign governments? Apparently, he shared a bank account with his son. Keep in mind that when Hunter Biden left his wife and three children, they were effectively broke. Could it be that the money was going to Joe Biden, whose home Hunter Biden, quote, 'owned.'"

It is not feasible that Mr. Carlson did not see Ms. Devine's description of the so-called "rent" story as being "**wild speculation.**" Even if he did not see it, had Mr. Carlson performed



even a perfunctory inquiry into this, he would have seen Ms. Devine’s cautionary Tweet about this story being “**wild speculation**” rendering the story as not true, or, at the least, unreliable. However, Mr. Carlson chose to report the falsity as truth to drive ratings for his show and advertising revenue for Fox News, which is exactly what Fox News desires and instructs its commentators (not reporters, we note) to do, which is exactly what was alleged in the complaint against Fox News by Dominion Voting Systems, Inc.

Thereafter, Fox News double downed on the so-called “rent” story and either permitted or, more likely, instructed its other commentators, including John Roberts, Jeanine Pirro, and Sean Hannity to report the so-called “rent” story—all after Ms. Devine’s warning that the story was “**wild speculation.**” Shockingly, Fox News continued to press this ridiculous story after even Breitbart pulled back from its original publication of the story by reporting the rent to the House of Sweden as advised by Ms. Devine. Indeed, Sean Hannity, in an interview with Congressperson Richard Comer, posted an article on the so-called “rent” story from *The Daily Caller* that has since been retracted with its editor-in-chief, Geoffrey Ingersoll, stating, “Documents can be tantalizing in this business and tempting to take at face value. Clearly in this case, more reporting should have been done.” Apparently, Fox News’ journalistic standards on the truth are not up to those of Breitbart or *The Daily Caller*.

In addition, the information for the “**wildly speculative**” “rent” story allegedly originally came from Mr. Biden’s stolen hard drive from his alleged laptop, which, as reported in *The Washington Post*, contains mostly unverified data as confirmed by experts. This is hardly reliable information on which to base any story, especially when using it to accuse Mr. Biden and the President of the United States with criminal activity. Notably, neither Mr. Carlson nor any other Fox News commentators spent any time discussing the unreliability of the source of the so-called “rent” story nor that one of its first proponents described it as “**wild speculation**” or that *The Daily Caller* retracted the story that Mr. Hannity relied upon stating, “Clearly in this case, more reporting should have been done.”

Under California law, the elements of a defamation claim are (1) a publication that is (2) false, (3) defamatory, (4) unprivileged, and (5) has a natural tendency to injure or causes special damage. *Jackson v. Mayweather*, 10 Cal.App.5th 1240, 1259 (2017); *see also* Cal.Civ.Code §§ 45 and 46; *Issa v. Applegate*, 31 Cal.App.5th 689, 707 (2019). Statements constitute defamation per se when “a listener could understand the defamatory meaning without the necessity of knowing extrinsic explanatory matter.” *Balla v. Hall*, 59 Cal.App.5th 652, 686 (2021). Furthermore, California law imposes liability for defamation by implication, where the plaintiff demonstrates “that (1) his or her interpretation of the statement is reasonable; (2) the implication or implications to be drawn convey defamatory facts, not opinions; (3) the challenged implications are not ‘substantially true’; and (4) the identified reasonable implications could also be reasonably deemed defamatory.” *Issa*, 31 Cal.App.5th at 707. Here,



it is clear that, under California law, Mr. Carlson and Fox News committed defamation per se in reporting the so-called “rent” story and committed defamation by implication. Mr. Carlson reported as fact that Mr. Biden paid President Biden \$50,000 rent implying that such rent payments were to essentially launder money to maintain President Biden’s supposed lifestyle despite clear references to the source of such allegations being called “*wild speculation*” by one of its original tweeters, Ms. Devine. Furthermore, with no basis whatsoever, Mr. Carlson implied that Mr. Biden reviewed classified documents without authority. Thereafter, Fox News had other commentators continue the so-called “rent” story with full knowledge of its falsity even after two conservative media outlets had pulled back from the story or retracted it outright.

Under California law, if the person defamed is a public figure, which Mr. Biden may be deemed to be, then, to recover damages, that person must prove that the defamatory statement was made with “‘actual malice’—that is, with knowledge that it was false or with reckless disregard of whether it was false or not.” *Jackson*, 10 Cal.App.5th at 259. It cannot be disputed that Mr. Carlson and Fox News made the defamatory statements regarding the so-called “rent” story with actual malice. At the time of the original broadcast, one of the originators of the so-called “rent” story described it as “*wild speculation*” and other conservative “news” outlets had pulled back by providing mitigating facts or outright retracted it stating “...more reporting should have been done.” But, Mr. Carlson first published it on his show with no further investigation knowing the source for it described it as “*wild speculation*” and then Fox News had other commentators push the so-called “rent” story without any additional inquiry or investigation, which would have revealed its falsity, or, at least, its unreliability. Neither Mr. Carlson nor Fox News cared about the truth of the so-called “rent” story or whether any basis for it even existed, and certainly acted with reckless disregard in reporting it, or, more likely, knew that it was false and unreliable, but engaged in such conduct anyway in an effort to drive ratings and revenue from advertising dollars.

As a result of Mr. Carlson’s and Fox News’ actions described above, both Mr. Carlson and Fox News are clearly liable for defamation in violation of California law and Mr. Biden has been significantly damaged. Therefore, we demand that Fox News have Mr. Carlson and all other Fox News commentators spend the same amount of air-time retracting the so-called “rent” story by:

1. Stating that the information underlying the so-called “rent” story was unreliable in that it was first reported by an anonymous person on Twitter and allegedly came from emails on Mr. Biden’s laptop which emails could not be verified.
2. Stating that that Ms. Devine described the so-called “rent” story as “*wild speculation*” prior to Mr. Carlson first reporting it and other Fox News commentators reporting on it.

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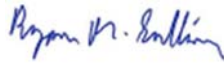
3. State that Fox News erred by not verifying the information underlying the so-called “rent” story and relying on information that it knew was described as “**wild speculation.**”
4. State that *The Daily Caller* article on which Mr. Hannity relied during his broadcast was retracted with *The Daily Caller’s* editor-in-chief stating, “Clearly in this case, more reporting should have been done.”
5. Apologizing to Mr. Biden on-air for Fox News’ failure to fact check the source of the so-called “rent” story and reporting as story as fact that was previously described as “**wild speculation.**”

We demand Mr. Carlson and Fox News provide, by no later than the close of business on February 2, 2023, written confirmation that they will comply with these demands. If we do not receive this written confirmation, we will assume that you both are not interested in acting responsibly and professionally and willing to reverse its actual malice reporting. And we will take all steps necessary to protect Mr. Biden’s rights. Should litigation then ensue, given the lack of original basis, the retraction of other outlets, and our pointing out the errors again here, we would seek regular damages and attorneys’ fees and costs.

Furthermore, since you both are now on notice of potential litigation, we demand that you both take all necessary steps to preserve and not destroy, conceal, or alter any and all communications and documents relevant to this matter, including, for example and without limitation, emails, text and self-destructing messages, social media posts, posts on online review platforms, voicemails, records, files, and other data, wherever located and regardless of the format or media. This includes any and all internal emails, memos, mockups, or other materials relating to the so-called “rent” story. This would also include communications after Mr. Carlson’s broadcast relating to its accuracy or the actions of other media to retract or correct their reporting. Purposeful destruction of such evidence could result in penalties, including legal sanctions.

This letter is not intended as a full recitation of the facts or a complete review of applicable law. Nothing contained in or omitted from this letter is or should be deemed to be a limitation, restriction, or waiver of any of Mr. Biden's rights or remedies, either at law or in equity. Mr. Biden expressly reserves all of his legal and equitable rights and remedies, including the right to seek injunctive relief and recover monetary damages.

Very truly yours,



Bryan M. Sullivan
of EARLY SULLIVAN WRIGHT GIZER & MCRAE LLP