

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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: **98 Civ. 8272**
ROWE ENTERTAINMENT, et al : **(RPP)**
: :
: **Plaintiffs,** :
: :
- against - :
: :
THE WILLIAM MORRIS AGENCY, et al., :
: :
Defendants. :
: :
: :
-----X

**PLAINTIFF LEONARD ROWE’S RESPONSE
TO THE DECLARATIONS OF
ATTORNEY MARTIN R. GOLD:**

Pro Se Plaintiff, Leonard Rowe, respectfully submits this reply after undertaking a very careful and studied evaluation of Mr. Gold’s Declaration. It is filled with a mixture of numerous half-truths, lies, and irrelevant assertions that have no bearing on determining the merits of my FRCP 60 (b) motion to vacate, set aside, and restore this case to active status. The following concerns are noted for the record:

1. Plaintiff offers no opposition to the assertions contained in paragraph 1 of Mr. Gold’s Declaration.

2. Mr. Gold statement is partially true in paragraph 2 in which he states one of my primary requests to this Court is to immediately **re-open and re-instate this case due to the corruption, conspiracy, and fraud perpetrated upon this Court by former attorneys, attorneys for the Defendants, the Defendants and other officers of the Court.** The second request being made, which is of equal importance, is for this Court to officially **refer this matter to the US Attorney's Office for a full and thorough investigation and prosecution.** Mr. Gold's assertions contained in paragraph 2 of his declaration speaks volumes regarding the underlying intent to deceive this court in that the newly discovered evidence that he purports to reference relates to information and disclosures of certain laws, standards and procedures that Mr. Gold and his former co-conspirator law partners failed to adhere to during the time that they were supposed to be representing this Plaintiff and others that were involved at the time these matters were taking place.

3. Mr. Gold erroneously suggests that this Court was not made aware of the efforts to seek review of his and his former law partner, Raymond J. Heslin's egregious misconduct before Departmental Disciplinary Committee of the First Judicial Department. However, this is nothing more than a smoke

screen for Mr. Gold. The primary reason for this motion is for his criminal conduct concerning the e-mail discovery and committing fraud upon the Court in this case.

4. Mr. Gold properly recites that the matter filed against him and Raymond J. Heslin was transferred, due to conflicts of interest. He fails to point out that the same corruption and collusion that permeates throughout the First Judicial Department's Disciplinary Committee process similarly plagues the Second Judicial Department's Disciplinary Committee process as well. As such, Plaintiff had the same chance of receiving a fair and impartial investigation into the review of Mr. Gold's misconduct, as a snowball would have surviving in "hell". No chance at all.

5. Plaintiff has no objection to the assertion contained in paragraph 5 of his otherwise, self-serving declaration. This statement has no relevance in this matter. This motion pertains to fraud upon the Court and his conspiring with Defendant attorneys to destroy evidence of e-mails by executives at William Morris and Creative Artist Agency containing the word "**nigger**" and other derogatory terms.

6. It is interesting to note that Mr. Gold offers no comment to the assertions and concerns regarding his breach of fiduciary duty to his client in this paragraph. Instead he seeks to obfuscate the real issue which is that he, and the other attorneys that were then assigned to this case, literally “fraudulently concealed” the actual e mails of the Defendants which contained the hideous word “nigger” as reflected in Exhibit “A”.

The summary clearly, and positively shows documents with SNR fax I.D., that “**nigger**” was found in an extraordinary large number of e-mails by employees of the Defendants. Under penalty of perjury, Mr. Gold asserts that he “had no knowledge” of this. Such assertions defy logic and stand as one of the most incredulous statements that a senior attorney, charged with supervising the work and conduct of the associates that work with him, could make. To make matters worse, he does not deny that the emails do, in fact, exist. He allows his associates to take the fall, so he can later try and protect himself.

7. While it is true that I self-published a book, entitled, “What Really Happened to Michael Jackson-The King of Pop” and sub-titled, “The Evil Side of the Entertainment Industry” in 2010, it is also true that each and every assertion contained in that book is true and factual. It must be noted

that Mr. Gold makes no effort, whatsoever, to deny the truth of the statements contained therein.

8. Paragraph 8 is totally false. I made this Court aware of the prior disciplinary complaints filed against Mr. Gold and Mr. Heslin. It is also interesting to note that while Mr. Gold and Mr. Heslin both seek to paint my assertions as “baseless”, they offer no evidence that would justify exonerating their nefarious misconduct in which they previously engaged and now seek to keep concealed from this Court’s review.

This Court shall not be hoodwinked again by the devious, Fraudulent, untruthful and self-serving assertions that Mr. Gold and his former law partners are attempting to slide by the stringent analysis and evaluation this Court is now poised to deploy in this matter. With serious criminal allegations of this caliber levied against Mr. Gold, his law firm, and other officers of the Court. He should be calling for an immediate and all out investigation to clear his name and his firm, but he is not. The reason is simple; **they are guilty.**

9. The assertion contained in paragraph 9 is totally false. First, I have never said that we “received no compensation”. I did say that the settlement signed

off by the Plaintiffs were \$9.3 million not \$12 million as Mr. Heslin and Mr. Gold falsely states. If it was \$12 million, we would like to request that we immediately receive the balance owed. I do, however, stand on my prior statements that the 48% attorney fees and inflated expenses allowed our attorneys to take the majority of any settlement monies that were acquired when they were involved in this case (See Exhibit "B" attached hereto and incorporated herein by reference). As this Court can plainly see, Mr. Gold lied again here by saying that the "Plaintiffs never disclosed to us how they divided the proceeds". Mr. Gold and his law firm, divided the proceeds, not us. Furthermore, no confidentiality agreement should be construed to be beyond judicial review when direct evidence of **fraud, corruption, conspiracy, and collusion** has now been presented to the Court.

10. Mr. Gold denies, without any evidence to support his assertions, that Plaintiff's allegations are utterly false. However, Exhibit "A" already establishes that Mr. Gold is guilty of penalty of perjury and fraud upon the Court, amongst other punishable crimes. I ask that Mr. Gold tell this Court where those emails are and why they were not turned over to this Plaintiff and this Court for consideration during summary judgment.

11. For Attorney Martin R. Gold to be so untruthful to this Court in the face of the uncontroverted evidence contained in Exhibit "A" defies logic and it is clear, once again that he and all other guilty parties are trying to perpetrate yet another fraud upon this court and add insult to this Court's intelligence.

12. Now, in this paragraph, Martin R. Gold concedes that certain documents were withheld by way of a protective order, but he does not provide this Court a copy of the protective order, which presumably was issued by this Court or its Magistrate. Nor does Mr. Gold identify what documents were in fact withheld. He further lies when he asserts that all documents that were withheld from Plaintiff were turned over to the Gary Firm. Mr. Gary never received the actual email documentation that contained the offensive racial slurs and derogatory terminology, which Mr. Gold were paid by Defendants to conceal. Mr. Gold continues to be untruthful in the face of clear-cut evidence to the contrary. At the very least, Mr. Gold should turn over the inventory list of what was transmitted to Mr. Gary's firm but he knows that if he did, it would further expose his litany of lies and deceit that he continues to inflict on this Court.

13. With each paragraph I am continuously shocked and appalled at the egregious propensity in which Martin Gold has to be untruthful, to not only himself but to this Court, without any remorse. He asserts that I was “uncooperative, insulting and demanding” when in truth I was then and remain now literally incensed that he and his band of co-conspirators were sabotaging this case and sacrificing our injuries for his own personal gain, the years of suffering and abuse that we have endured because of our race, by the hands of those in the Music Industry. It is sickening and deplorable that now, Martin Gold, who betrayed our trust in him, who disavowed his promises to us to faithfully and honorably represent our interest, and put his clients first wound up being a habitual liar who was out only to enrich himself at our expense. It is a shame and disgrace to the practice of law, and an abomination in the bowels of this Court that this insidious misconduct can be perpetrated and no relief has yet to be provided to the affected victims of this criminal act.

Martin Gold through Raymond J. Heslin literally threatened us with direct sabotage of our case if we did not concede to them being allowed to withdraw from this case. To suggest anything to the contrary is just not true. See Plaintiff’s response to paragraph 2(f) and (g) of Plaintiff’s Response to the Declaration of Raymond J. Heslin, which is incorporated herein by

reference as if fully set forth here verbatim. This entire fraud was implemented and orchestrated by Mr. Martin Gold and the Defendant's attorneys in this case. They should be removed from our justice system and prosecuted immediately, so this type of injustice can never happen again to any American citizen. If there ever was a situation where sanctions were appropriate, this is it.

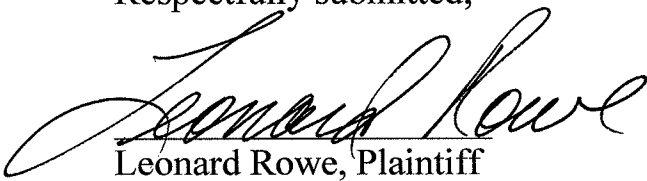
14. Mr. Gold is being untruthful once again in his declaration contained in paragraph 14. Mr. Gold and the "other attorneys in his firm" who worked on this case engaged in the most reprehensible misconduct that any attorney can commit against his or her client and that is that they enriched themselves at the expense and suffering of their own clients. They were sabotaging their client's case while secretly becoming enriched at their expense and suffering. They unlawfully solicited us and our case and then used it to fill their own pockets. They intentionally and deliberately withheld key and crucial evidence which Exhibit "A" proves existed. Now they come to this Court and lie, with a straight face, saying that they never saw the evidence or that no one told them that the evidence contained the deplorable racial terminology that Plaintiffs have now brought to this Court's attention.

The imposition of sanctions alone is not enough to properly punish Martin Gold and his henchmen and women who assisted him in execution of this nefarious scheme. They should be prosecuted to the full extent of the law, along with disbarment. Public humiliation may be a start in the right direction, additionally; a lengthy period of incarceration in federal prison would serve each of them well.

15. Contrary to Mr. Gold's assertion, this Court should immediately grant Plaintiff's requested relief and vacate and set aside the previously issued summary judgment and reinstate this case to this Court's active docket. Secondly, this Court should refer this case to the U.S. Attorney Office for the Southern District of New York for immediate investigation and criminal prosecution **pursuant to the Racketeer Influenced and Corruption Organization Act ("RICO") as codified 18 U.S.C. 1961 et seq. and the Organized Crime Control Act ("OCCA") as codified N.Y. Penal Law 460.00 et seq, Plaintiff's Attorneys Acts of fraud and Illegal Tampering with evidence under 18 U.S.C. 1506, 42 U.S.C. 1985 conspiracy to interfere with Civil Rights and other criminal statutes.** These attorneys have hurt millions of American citizens. Plaintiff prays that this Court will grant this request.

Dated this 28 day of May, 2012

Respectfully submitted,

A handwritten signature in cursive script that reads "Leonard Rowe". The signature is written in black ink and is positioned above the typed name.

Leonard Rowe, Plaintiff

Pro Se

5805 State Bridge Road

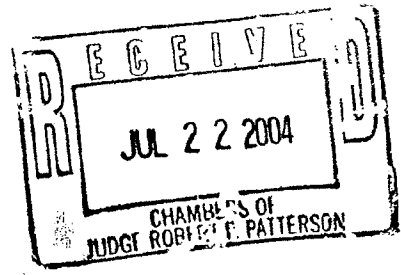
Suite 350

Johns Creek, GA 30097

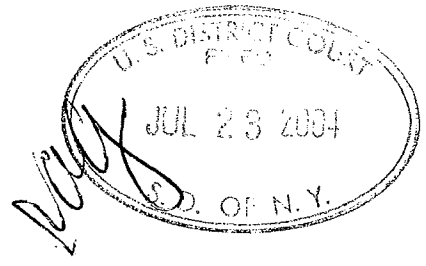
EXHIBIT A

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William C. Campbell, Esquire
Maria P. Sperando, Esquire
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#1055



Attorneys for Plaintiffs Rowe Entertainment, Inc., et al.



**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROWE ENTERTAINMENT, INC. et al.,

Plaintiffs,

vs.

THE WILLIAM MORRIS AGENCY, INC.
ET AL.,

Defendants

NO. 98-CV-8272 (RPP)

**EXHIBITS TO
PLAINTIFFS' MEMORANDUM OF LAW
IN OPPOSITION TO BOOKING AGENCY DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

VOLUME II

| | | |
|--------------|-----------|----|
| DGOLDFARB | spade | 3 |
| DGROVER | colored | 2 |
| DGROVER | monkey | 2 |
| DGROVER | spade | 2 |
| DGROVER | spook | 2 |
| DRABIEH | monkey | 2 |
| DTENZER | colored | 14 |
| DTENZER | monkey | 28 |
| DTENZER | negro | 1 |
| DTENZER | nigger | 1 |
| DTENZER | spade | 27 |
| DWATTS | colored | 55 |
| DWATTS | monkey | 35 |
| DWATTS | negro | 2 |
| DWATTS | nigger | 1 |
| DWATTS | spade | 26 |
| DWATTS | spook | 3 |
| EGERSON | colored | 14 |
| EGERSON | monkey | 7 |
| EGERSON | negro | 2 |
| EGERSON | nigger | 1 |
| EGERSON | spook | 2 |
| EGERSON | uncle tom | 1 |
| ELEVY | colored | 1 |
| ELEVY | spade | 2 |
| FSALINAS | colored | 2 |
| FSALINAS | monkey | 7 |
| FSALINAS | spade | 2 |
| FWHITEHEAD | colored | 3 |
| FWHITEHEAD | monkey | 6 |
| FWHITEHEAD | spade | 22 |
| GGURROLA | colored | 3 |
| GGURROLA | monkey | 7 |
| GGURROLA | negro | 1 |
| GGURROLA | nigger | 2 |
| GMEREDITH | colored | 3 |
| GMEREDITH | monkey | 19 |
| GMEREDITH | negro | 2 |
| GMEREDITH | spook | 1 |
| GPULIS | colored | 1 |
| GPULIS | spade | 3 |
| GROTH | colored | 1 |
| GROTH | monkey | 3 |
| GROTH | spade | 3 |
| GWATERS | colored | 2 |
| GWATERS | monkey | 4 |
| HELPDESKTEMP | colored | 4 |
| HELPDESKTEMP | monkey | 3 |
| HELPDESKTEMP | spade | 3 |
| IPINCUS | colored | 6 |
| IPINCUS | monkey | 25 |
| IPINCUS | negro | 5 |

| | | |
|------------|-----------|----|
| IPINCUS | nigger | 3 |
| IPINCUS | spade | 11 |
| IPINCUS | spook | 1 |
| JADLER | colored | 1 |
| JADLER | monkey | 6 |
| JADLER | nigga | 1 |
| JADLER | spade | 2 |
| JARGIRIOU | colored | 2 |
| JARGIRIOU | spade | 3 |
| JBARBERO | colored | 3 |
| JBARBERO | monkey | 2 |
| JCAMPISI | colored | 1 |
| JCAMPISI | monkey | 2 |
| JCAMPISI | spade | 1 |
| JCARTY | spade | 1 |
| JCOHEN | colored | 1 |
| JCOHEN | monkey | 13 |
| JCOHEN | nigger | 2 |
| JCOHEN | spade | 14 |
| JGERSON | colored | 3 |
| JGERSON | monkey | 1 |
| JGERSON | spade | 2 |
| JGERSON | uncle tom | 1 |
| JGRIFFONE | colored | 52 |
| JGRIFFONE | monkey | 54 |
| JGRIFFONE | negro | 16 |
| JGRIFFONE | nigga | 2 |
| JGRIFFONE | nigger | 18 |
| JGRIFFONE | spade | 11 |
| JGRIFFONE | spook | 9 |
| JGRIFFONE | uncle tom | 2 |
| JJACOBS | colored | 1 |
| JJACOBS | monkey | 20 |
| JJACOBS | spade | 1 |
| JLYWEN | colored | 1 |
| JLYWEN | monkey | 1 |
| JMAGID | colored | 4 |
| JMAGID | monkey | 6 |
| JMAGID | negro | 1 |
| JMAGID | nigger | 1 |
| JMAGID | spook | 2 |
| JPEPITO | monkey | 1 |
| JPLAGER | colored | 11 |
| JPLAGER | monkey | 12 |
| JPLAGER | spade | 3 |
| JRINGQUIST | spade | 2 |
| JSHUE | colored | 2 |
| JSHUE | monkey | 9 |
| JSHUE | spade | 11 |
| KHARTLEY | colored | 4 |
| KHARTLEY | monkey | 4 |
| KHARTLEY | spade | 1 |

| | | |
|-----------|-----------|----|
| KHUVANE | colored | 24 |
| KHUVANE | coon | 1 |
| KHUVANE | monkey | 53 |
| KHUVANE | negro | 5 |
| KHUVANE | nigger | 2 |
| KHUVANE | spade | 26 |
| KHUVANE | spook | 1 |
| KHUVANE | uncle tom | 1 |
| KSACCHI | colored | 6 |
| KSACCHI | spook | 4 |
| KSEARS | colored | 1 |
| KSEARS | negro | 2 |
| KSEARS | spade | 1 |
| KWHITE | colored | 14 |
| KWHITE | monkey | 29 |
| KWHITE | negro | 3 |
| KWHITE | nigger | 11 |
| KWHITE | spade | 20 |
| KWRIGHT | colored | 1 |
| LGABLER | colored | 8 |
| LGABLER | monkey | 44 |
| LGABLER | negro | 1 |
| LGABLER | spade | 1 |
| LGABLER | spook | 1 |
| LGABLER | uncle tom | 2 |
| LHOROWITZ | colored | 3 |
| LHOROWITZ | monkey | 6 |
| LHOROWITZ | negro | 4 |
| LHOROWITZ | spook | 1 |
| LKOPEIKIN | monkey | 2 |
| LLOPEZ | monkey | 1 |
| LWHITE | colored | 1 |
| MAK | colored | 1 |
| MAK | monkey | 3 |
| MASTER | monkey | 1 |
| MASTER | negro | 1 |
| MASTER | colored | 1 |
| MBERLINER | monkey | 1 |
| MBERLINER | nigger | 2 |
| MCAMACHO | colored | 5 |
| MCAMACHO | monkey | 7 |
| MCAMACHO | spade | 11 |
| MEDIALAB | colored | 15 |
| MEDIALAB | monkey | 13 |
| MEDIALAB | spade | 2 |
| MHOIST | colored | 10 |
| MHOIST | coon | 2 |
| MHOIST | monkey | 12 |
| MHOIST | negro | 4 |
| MHOIST | spade | 4 |
| MHOIST | spook | 2 |
| MKEITHLEY | colored | 6 |

| | | |
|-------------|---------|----|
| MKEITHLEY | coon | 1 |
| MKEITHLEY | monkey | 8 |
| MKYDD | colored | 3 |
| MKYDD | monkey | 1 |
| MKYDD | negro | 1 |
| MMCLAUGHLIN | monkey | 4 |
| MO'SULLIVAN | colored | 4 |
| MO'SULLIVAN | monkey | 15 |
| MO'SULLIVAN | negro | 3 |
| MO'SULLIVAN | nigger | 1 |
| MO'SULLIVAN | spook | 9 |
| MPIRANIAN | colored | 1 |
| MPIRANIAN | monkey | 1 |
| MPIRANIAN | nigga | 1 |
| MPIRANIAN | spook | 1 |
| MRIZZO | colored | 4 |
| MRIZZO | spade | 3 |
| MROSE | colored | 1 |
| MROSE | monkey | 1 |
| MROSE | spook | 1 |
| MROSENFELD | colored | 2 |
| MROSENFELD | monkey | 1 |
| MRUBEL | colored | 2 |
| MRUBEL | monkey | 1 |
| MSEMAN | colored | 1 |
| MSEMAN | monkey | 2 |
| MSEMAN | nigga | 1 |
| MSEYMOUR | colored | 5 |
| MSEYMOUR | monkey | 8 |
| MSEYMOUR | spade | 1 |
| MSPANO | monkey | 7 |
| MWIMER | monkey | 5 |
| MWIMER | spade | 1 |
| NJONES | colored | 7 |
| NJONES | coon | 1 |
| NJONES | monkey | 35 |
| NJONES | negro | 7 |
| NJONES | spade | 78 |
| NKISS | colored | 6 |
| NKISS | monkey | 9 |
| NKISS | negro | 3 |
| PDILLON | monkey | 4 |
| PDILLON | negro | 2 |
| PETE | monkey | 3 |
| PIKE | colored | 5 |
| PIKE | coon | 3 |
| PIKE | monkey | 7 |
| PIKE | negro | 4 |
| PIKE | nigger | 1 |
| PPALAZZO | colored | 3 |
| PPALAZZO | coon | 1 |
| PPALAZZO | monkey | 5 |

| | | |
|------------|-----------|----|
| PPALAZZO | negro | 1 |
| PPALAZZO | nigga | 1 |
| PPALAZZO | nigger | 1 |
| PPALAZZO | spade | 4 |
| PTORRE | colored | 3 |
| RLIGHT | colored | 1 |
| RPRINZ | monkey | 3 |
| RPRINZ | negro | 1 |
| RROSKIN | colored | 35 |
| RROSKIN | coon | 2 |
| RROSKIN | monkey | 41 |
| RROSKIN | negro | 4 |
| RROSKIN | nigga | 2 |
| RROSKIN | nigger | 4 |
| RROSKIN | spade | 3 |
| RROSKIN | spook | 3 |
| RSCHWEBER | colored | 1 |
| RSCHWEBER | monkey | 4 |
| SADAMS | monkey | 1 |
| SALEXANDER | colored | 4 |
| SALEXANDER | monkey | 16 |
| SALEXANDER | spade | 14 |
| SAPR | colored | 4 |
| SAPR | monkey | 4 |
| SCLIMAN | colored | 5 |
| SCLIMAN | coon | 3 |
| SCLIMAN | monkey | 5 |
| SCLIMAN | spade | 1 |
| SCLIMAN | spook | 1 |
| SLAFFERTY | colored | 2 |
| SLAFFERTY | coon | 2 |
| SLAFFERTY | monkey | 1 |
| SLAFFERTY | spade | 16 |
| SLAFFERTY | spook | 1 |
| SLERNER | colored | 1 |
| SLERNER | spade | 2 |
| SPETERSON | colored | 1 |
| SPETERSON | monkey | 11 |
| SPETERSON | negro | 1 |
| SPETERSON | nigger | 1 |
| SPETERSON | spook | 1 |
| SPETERSON | uncle tom | 1 |
| SROSENFELD | colored | 1 |
| SROSENFELD | monkey | 2 |
| SROSENFELD | spade | 7 |
| SSELF | colored | 17 |
| SSELF | monkey | 15 |
| SSELF | negro | 10 |
| SSELF | nigga | 1 |
| SSELF | nigger | 2 |
| SSELF | spade | 13 |
| SSELF | spook | 2 |

| | | |
|--------------|-----------|----|
| SSMILEY | colored | 30 |
| SSMILEY | monkey | 68 |
| SSMILEY | negro | 21 |
| SSMILEY | nigga | 1 |
| SSMILEY | nigger | 5 |
| SSMILEY | spade | 15 |
| SSMILEY | spook | 2 |
| SSMOOKE | colored | 1 |
| SSMOOKE | spade | 3 |
| SVISWANATHAN | colored | 7 |
| SVISWANATHAN | monkey | 15 |
| SWEISS | colored | 2 |
| SWEISS | monkey | 9 |
| SWEISS | negro | 2 |
| SWEISS | nigger | 4 |
| SWEISS | spade | 1 |
| SWEISS | spook | 1 |
| SWILLCOX | colored | 17 |
| SWILLCOX | monkey | 79 |
| SWILLCOX | negro | 6 |
| SWILLCOX | nigga | 4 |
| SWILLCOX | nigger | 2 |
| SWILLCOX | spade | 11 |
| TDICKERSON | monkey | 1 |
| TDICKERSON | spade | 2 |
| TDORSEY | colored | 1 |
| TETZ | colored | 6 |
| TETZ | spade | 4 |
| TETZ | uncle tom | 5 |
| TKAPINOS | spook | 1 |
| TMILLER | colored | 1 |
| TMILLER | monkey | 6 |
| TMILLER | spade | 9 |
| TMURRAY | colored | 2 |
| TMURRAY | monkey | 8 |
| TMURRAY | negro | 1 |
| TMURRAY | spade | 14 |
| TROSS | colored | 3 |
| TROSS | monkey | 4 |
| TROSS | negro | 1 |
| TSTANLEY | spade | 2 |
| TSTANLEY | uncle tom | 1 |

Racial slur search terms

| | |
|---------------|-----|
| JGRIFFONE | 128 |
| NJONES | 128 |
| SSMILEY | 127 |
| DWATTS | 121 |
| KHUVANE | 110 |
| SWILLCOX | 108 |
| AHARTLEY | 94 |
| RROSKIN | 92 |
| BJOEL | 84 |
| BVINOKOUR | 84 |
| CSIMONIAN | 80 |
| DTENZER | 71 |
| KWHITE | 66 |
| BLONCAR | 61 |
| BSIBERELL | 58 |
| LGABLER | 57 |
| SSELF | 53 |
| DCHUN | 45 |
| IPINCUS | 44 |
| CPARRISH | 43 |
| BPIKE | 39 |
| CKIVOWITZ | 37 |
| SALEXANDER | 34 |
| ARAUTBORT | 33 |
| FWHITEHEAD | 31 |
| JCOHEN | 30 |
| MEDIALAB | 30 |
| CDUBNER | 29 |
| MHOIST | 28 |
| EGERSON | 27 |
| ADEVEJIAN | 25 |
| MO'SULLIVAN | 25 |
| TMURRAY | 25 |
| ADMINISTRATOR | 24 |
| GMEREDITH | 24 |
| JPLAGER | 24 |
| MCAMACHO | 23 |
| SLAFFERTY | 22 |
| SVISWANATHAN | 22 |
| JJACOBS | 22 |
| JSHUE | 22 |
| BGRAHAM | 20 |
| SWEISS | 18 |
| NKISS | 17 |
| PIKE | 17 |
| ASKYLER | 17 |
| TMILLER | 16 |
| TETZ | 15 |
| SCLIMAN | 15 |

| | |
|--------------|----|
| MKEITHLEY | 14 |
| LHOROWITZ | 14 |
| JMAGID | 14 |
| GGURROLA | 13 |
| MSEYMOUR | 13 |
| SPETERSON | 12 |
| DGOLDFARB | 12 |
| FSALINAS | 11 |
| JADLER | 10 |
| HELPDESKTEMP | 10 |
| KSACCHI | 10 |
| BWAGNER | 10 |
| ABERKOWITZ | 10 |
| SROSENFELD | 10 |
| KHARTLEY | 9 |
| DGROVER | 8 |
| SAPR | 8 |
| TROSS | 8 |
| MSPANO | 7 |
| MRIZZO | 7 |
| ANELSON | 7 |
| JGERSON | 7 |
| GROTH | 7 |
| GWATERS | 6 |
| BGREENBAUM | 6 |
| MWIMER | 6 |
| PPALAZZO | 6 |
| PDILLON | 6 |
| MKYDD | 5 |
| RSCHWEBER | 5 |
| JARGIRIOU | 5 |
| JBARBERO | 5 |
| JCAMPISI | 4 |
| GPULIS | 4 |
| KSEARS | 4 |
| ARYAN | 4 |
| CHOLLANDER | 4 |
| CKINZEL | 4 |
| RPRINZ | 4 |
| SSMOOKE | 4 |
| MMCLAUGHLIN | 4 |
| MPIRANIAN | 4 |
| MAK | 4 |
| MSEMAN | 4 |
| MROSENFELD | 3 |
| MRUBEL | 3 |
| PETE | 3 |
| PTORRE | 3 |
| MBERLINER | 3 |
| SLERNER | 3 |
| TDICKERSON | 3 |

| | |
|------------|---|
| TSTANLEY | 3 |
| CDALSTON | 3 |
| ELEVY | 3 |
| JRINGQUIST | 2 |
| JLYWEN | 2 |
| DRABIEH | 2 |
| AMCGREGOR | 2 |
| MASTER | 2 |
| LKOPEIKIN | 2 |
| MROSE | 2 |
| RLIGHT | 1 |
| LLOPEZ | 1 |
| LWHITE | 1 |
| TDORSEY | 1 |
| TKAPINOS | 1 |
| SADAMS | 1 |
| ASTAR | 1 |
| DCARTE | 1 |
| JPEPITO | 1 |
| KWRIGHT | 1 |
| JCARTY | 1 |

All other search terms

| | |
|--------------|------|
| CPARRISH | 4552 |
| DTENZER | 4103 |
| DWATTS | 3761 |
| SSMILEY | 2882 |
| JGRIFFONE | 2245 |
| NJONES | 2169 |
| KHUVANE | 2120 |
| AHARTLEY | 2050 |
| BVINOKOUR | 1987 |
| GMEREDITH | 1907 |
| SWILLCOX | 1570 |
| DCHUN | 1491 |
| MEDIALAB | 1466 |
| RROSKIN | 1450 |
| EGERSON | 1416 |
| BJOEL | 1398 |
| KWHITE | 1357 |
| MCAMACHO | 1352 |
| IPINCUS | 1203 |
| SVISWANATHAN | 1115 |
| SSELF | 1113 |
| GPULIS | 1088 |
| BLONCAR | 1070 |
| LGABLER | 1051 |
| CSIMONIAN | 995 |
| MKEITHLEY | 958 |
| DGOLDFARB | 902 |
| DGROVER | 885 |

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|---------------|-----|
| BWAGNER | 836 |
| MAK | 833 |
| ADEVEJIAN | 764 |
| SALEXANDER | 762 |
| LHOROWITZ | 734 |
| TMURRAY | 707 |
| ABERKOWITZ | 693 |
| ARAUTBORT | 670 |
| CKIVOWITZ | 637 |
| SCLIMAN | 631 |
| SSMOOKE | 627 |
| JCOHEN | 612 |
| FWHITEHEAD | 601 |
| BSIBERELL | 588 |
| TETZ | 572 |
| JJACOBS | 534 |
| MHOIST | 531 |
| BPIKE | 526 |
| SROSENFELD | 524 |
| CDUBNER | 500 |
| PIKE | 488 |
| GGURROLA | 486 |
| ADMINISTRATOR | 465 |
| MRIZZO | 439 |
| ASKYLER | 427 |
| JSHUE | 393 |
| ARYAN | 391 |
| NKISS | 368 |
| MSEYMOUR | 367 |
| JPLAGER | 358 |
| BGRAHAM | 357 |
| SLAFFERTY | 357 |
| KHARTLEY | 352 |
| JADLER | 342 |
| PDILLON | 321 |
| HELPDESKTEMP | 289 |
| JGERSON | 285 |
| SPETERSON | 279 |
| JRINGQUIST | 274 |
| MRUBEL | 260 |
| MWIMER | 243 |
| FSALINAS | 241 |
| TMILLER | 233 |
| RPRINZ | 229 |
| JARGIRIOU | 217 |
| JMAGID | 216 |
| TDICKERSON | 212 |
| CHOLLANDER | 210 |
| RLIGHT | 209 |
| CKINZEL | 195 |
| TROSS | 187 |

| | |
|---------------|-----|
| PTORRE | 183 |
| GROTH | 178 |
| JLYWEN | 161 |
| MIYDD | 159 |
| MO'SULLIVAN | 155 |
| PPALAZZO | 148 |
| RSCHWEBER | 120 |
| SWEISS | 120 |
| DEATON | 115 |
| MBERLINER | 113 |
| GWATERS | 112 |
| CDALSTON | 109 |
| KSACCHI | 106 |
| KSEARS | 106 |
| ELEVY | 105 |
| ANELSON | 100 |
| MROSE | 92 |
| MSPANO | 91 |
| JBARBERO | 90 |
| JCAMPISI | 86 |
| SADAMS | 85 |
| AMCGREGOR | 81 |
| SAPR | 78 |
| MASTER | 73 |
| TSTANLEY | 67 |
| MSEMAN | 63 |
| SLERNER | 59 |
| DCARTE | 58 |
| JCARTY | 58 |
| LLOPEZ | 56 |
| DGENTRY | 53 |
| CTARR | 51 |
| TDORSEY | 48 |
| MPIRANIAN | 47 |
| MROSENFELD | 47 |
| BGREENBAUM | 46 |
| LKOPEIKIN | 45 |
| ANEWMAN | 41 |
| MMCLAUGHLIN | 40 |
| LRUNKEL | 40 |
| JWALDRON | 34 |
| SCOVERAGETEMP | 34 |
| ASTAR | 32 |
| TREADER | 32 |
| TKAPINOS | 26 |
| PETE | 26 |
| KWRIGHT | 23 |
| DRABIEH | 23 |
| MPARKS | 22 |
| JTAYLOR | 21 |
| MJOHNSON | 19 |

| | |
|--------------------|----|
| GZIMMERMAN | 18 |
| MMUNDO | 15 |
| NORM | 15 |
| JPEPITO | 13 |
| PERSONNELDB | 12 |
| SBERGER | 9 |
| JFORSEY | 8 |
| RNORMAN | 6 |
| KSTYKA | 3 |
| ECULLEY-LACHAPELLE | 3 |
| LOADINGDOCK | 2 |
| LWHITE | 2 |
| FAXROOM | 1 |

| UserName | SearchTerm | CountOfHits |
|--------------|------------|-------------|
| ABLASST | colored | 7 |
| ABLASST | monkey | 50 |
| ABLASST | negro | 1 |
| ABLASST | spade | 17 |
| AGASMER | monkey | 3 |
| AGASMER | spook | 1 |
| AHSASST | colored | 18 |
| AHSASST | monkey | 12 |
| AHSASST | negro | 1 |
| AHSASST | spade | 7 |
| AHSASST | uncle tom | 1 |
| AMGASST | monkey | 2 |
| AMGASST | negro | 1 |
| AMGASST | spade | 2 |
| AMSASST | colored | 5 |
| AMSASST | monkey | 21 |
| AMSASST | spade | 7 |
| ARCHIVE | colored | 26 |
| ARCHIVE | coon | 12 |
| ARCHIVE | monkey | 74 |
| ARCHIVE | negro | 9 |
| ARCHIVE | nigga | 1 |
| ARCHIVE | spade | 28 |
| ARCHIVE | spook | 5 |
| BARASST | colored | 10 |
| BARASST | monkey | 3 |
| BARASST | spade | 2 |
| BGDASST | monkey | 6 |
| BGDASST | spade | 4 |
| BHBUSAFFTEMP | colored | 1 |
| BHBUSAFFTEMP | spade | 4 |
| BHHRASST | colored | 4 |
| BHHRASST | monkey | 1 |
| BHTVCOORD | colored | 2 |
| BHTVCOORD | monkey | 66 |
| BHTVCOORD | negro | 1 |
| BHTVCOORD | spade | 26 |
| BMPCOASST | colored | 2 |
| BMPCOASST | monkey | 27 |
| BMPCOASST | spade | 22 |
| BMPCOASST | uncle tom | 1 |
| BSOKOL | colored | 26 |
| BSOKOL | monkey | 20 |
| BSOKOL | negro | 31 |
| BSOKOL | nigger | 1 |
| BSOKOL | spade | 1 |
| BWARDELL | colored | 4 |
| BWARDELL | monkey | 1 |
| BWARDELL | spade | 1 |
| CBERMAN | colored | 1 |
| CBERMAN | spade | 24 |

| | | |
|-------------|-----------|----|
| CEASST | colored | 1 |
| CEASST | monkey | 7 |
| CEASST | uncle tom | 2 |
| CJW_LSHASST | colored | 2 |
| CJW_LSHASST | monkey | 26 |
| CJW_LSHASST | spade | 11 |
| CNASST | monkey | 2 |
| CNASST | spade | 3 |
| CNASST | uncle tom | 1 |
| CSHEA | colored | 12 |
| CSHEA | coon | 1 |
| CSHEA | monkey | 4 |
| CSHEA | negro | 2 |
| CSHEA | spade | 1 |
| CWNASST | colored | 7 |
| CWNASST | monkey | 4 |
| CWNASST | spade | 5 |
| DASASST2 | colored | 3 |
| DASASST2 | coon | 3 |
| DASASST2 | monkey | 8 |
| DASASST2 | negro | 4 |
| DASASST2 | spade | 1 |
| DGEORGIOUS | colored | 2 |
| DGEORGIOUS | monkey | 15 |
| DGEORGIOUS | nigger | 1 |
| DGEORGIOUS | spade | 9 |
| DKEKST | colored | 4 |
| DKEKST | monkey | 5 |
| DKEKST | nigger | 1 |
| DKEKST | spade | 3 |
| DKEKST | spook | 2 |
| DSTRONE2 | colored | 5 |
| DSTRONE2 | coon | 5 |
| DSTRONE2 | monkey | 9 |
| DSTRONE2 | negro | 6 |
| DSTRONE2 | spade | 11 |
| DSTRONE2 | spook | 1 |
| DWRIGHT | colored | 8 |
| DWRIGHT | monkey | 3 |
| EBROWN | colored | 3 |
| EBROWN | monkey | 4 |
| EBROWN | negro | 1 |
| EBROWN | nigga | 2 |
| EHOBSON | colored | 1 |
| EHOBSON | negro | 1 |
| FWASST | colored | 3 |
| FWASST | monkey | 26 |
| FWASST | negro | 4 |
| FWASST | spade | 7 |
| FWASST | uncle tom | 1 |
| GAILASST | colored | 3 |
| GAILASST | spook | 2 |

| | | |
|-----------|-----------|----|
| GEPASST | monkey | 7 |
| GEPASST | spade | 2 |
| GEPASST | uncle tom | 1 |
| GLIPASST | colored | 1 |
| GLIPASST | monkey | 17 |
| GLIPASST | spade | 13 |
| GLIPSTONE | monkey | 7 |
| GLIPSTONE | spade | 2 |
| GPEARL | colored | 1 |
| GPEARL | monkey | 27 |
| GPEARL | negro | 1 |
| GPEARL | spade | 10 |
| GPEARL | uncle tom | 2 |
| HOLASST | colored | 1 |
| HOLASST | monkey | 25 |
| HOLASST | negro | 2 |
| HOLASST | spade | 3 |
| JANDO | colored | 1 |
| JBLOOM | colored | 1 |
| JBLOOM | monkey | 72 |
| JBLOOM | spade | 57 |
| JDLASST | colored | 8 |
| JDLASST | monkey | 2 |
| JDLASST | spade | 6 |
| JDLASST | spook | 1 |
| JDRASST | colored | 1 |
| JDRASST | monkey | 8 |
| JDRASST | negro | 1 |
| JDRASST | spade | 1 |
| JECASST | monkey | 17 |
| JECASST | spade | 7 |
| JFASST | colored | 3 |
| JFASST | monkey | 10 |
| JFASST | spade | 3 |
| JFERRITER | colored | 2 |
| JFERRITER | monkey | 15 |
| JFERRITER | spade | 8 |
| JKIASST | colored | 1 |
| JKIASST | monkey | 12 |
| JKIASST | spade | 26 |
| JKIASST | uncle tom | 1 |
| JKOLODNY | monkey | 25 |
| JKOLODNY | spade | 3 |
| JLEIGHTON | colored | 4 |
| JLEIGHTON | monkey | 4 |
| JLEIGHTON | negro | 1 |
| JLEIGHTON | spade | 3 |
| JLHASST | colored | 2 |
| JLHASST | monkey | 1 |
| JLHASST | spade | 1 |
| JPINOS | monkey | 1 |
| JPINOS | negro | 9 |

| | | |
|-------------|-----------|----|
| MPAGE | monkey | 1 |
| MSASST | monkey | 32 |
| MSASST | negro | 1 |
| MSASST | spade | 5 |
| MSCASST | monkey | 13 |
| MSCASST | spade | 7 |
| NDASST | colored | 2 |
| NDASST | monkey | 17 |
| NDASST | spade | 2 |
| NMIASST | colored | 2 |
| NMIASST | monkey | 3 |
| NNASST | spade | 2 |
| NNISENHOLTZ | monkey | 4 |
| NNISENHOLTZ | spade | 2 |
| NOVASST | colored | 32 |
| NOVASST | monkey | 35 |
| NOVASST | negro | 6 |
| NOVASST | nigga | 5 |
| NOVASST | nigger | 8 |
| NOVASST | spade | 1 |
| NOVASST | spook | 8 |
| NOVASST | uncle tom | 2 |

EXHIBIT B

SETTLEMENTS RECEIVED

Monterey Peninsula = \$750,000

Attorneys took: \$645,580.21

Plaintiffs received: \$104,419.79

Clear Channel = \$8,000,000

First payment: \$4,500,000

Attorneys took: \$2,607,847.94

Plaintiffs received: \$1,892,152.06

Second Payment: \$2,000,000

Attorneys took: \$1,060,000

Plaintiffs received: \$940,000

Third Payment: \$1,500,000

Attorneys took: \$720,000

Plaintiffs received: \$780,000

TOTAL ATTORNEYS TAKE FROM CC: \$4,387,847.94

PLAINTIFFS TOTAL TAKE FROM CC: \$3,612,152.06

Howard Rose = \$500,000

Attorneys received: \$240,000

Plaintiff received: \$260,000

APA = \$100,000

Attorneys received: \$60,000

Plaintiffs received: \$40,000

VARIETY ARTIST = \$45,000

Attorneys took: \$25,000

Plaintiffs received: \$20,000

OVERALL TOTAL ATTORNEY TAKE: \$5,358,428.15

OVERALL TOTAL PLAINTIFF TAKE: \$4,036,571.85

These are the only settlements that Plaintiffs are aware of and signed off on. Plaintiffs are not aware of any \$12,000,000 in settlements as Marty Gold and Ray Heslin falsely stated in their Declarations. Marty Gold paragraph 9 and Ray Heslin Paragraph 2(c). They continue to lie and perpetrate fraud upon this Court.

SONNENSCHN NATH & ROSENTHAL

Attorneys at Law
 1221 Avenue of the Americas
 New York, New York 10020
 212-768-6700
 212-768-6800 fax
 www.sonnenschein.com

To: Mr. Leonard Rowe
 Mr. Lee King
 Mr. Jesse Boseman
 Mr. Fred Jones, Jr.

Date: December 20, 2002

From: Raymond J. Heslin

Copies: Willie Gary, Esq.
 Rickey Ivie, Esq.
 Robert Donnelly, Esq.
 Christine Lepera
 Files

Re: Distribution from Monterey
 settlement payment

The following represents the manner in which the \$750,000 payment under the Monterey settlement will be distributed when received by our firm:

| | |
|------------------------------|------------------|
| Payment from Monterey: | \$750,000 |
| LESS: Attorneys' fees of 48% | 360,000 |
| SUBTOTAL: | \$390,000 |

The \$390,000 is distributed as follows:

| | |
|--|--------------|
| Leonard Rowe's share: 57%, \$222,300 Less 50% share of the \$285,580.21 in disbursements/escrow (142,790.11) | \$ 79,509.89 |
| Lee King's share: 16.5%, \$64,350 Less 20% share of the \$285,580.21 in disbursements/escrow (57,116.04) | \$ 7,233.96 |
| Jesse Boseman's share: 16.5%, \$64,350 Less 20% share of the \$285,580.21 in disbursements/escrow (57,116.04) | \$ 7,233.96 |
| Fred Jones, Jr.'s share: 10%, \$39,000 Less 10% share of the \$285,580.21 in disbursements/escrow (28,558.02) | \$ 10,441.98 |

| | |
|--|--|
| Reimbursement to Gary, Williams et al., for disbursements: | \$ 86,000.00 |
| Reimbursement to Sonnenschein Nath & Rosenthal for disbursements: | \$199,580.21 (\$179,580.21 disbursements + \$20,000 in escrow) |
| Total Plaintiffs' Share: | \$390,000 |
| <u>Attorneys' Share</u> | |
| Sonnenschein Nath & Rosenthal: 20% | \$150,000 |
| Gary Williams Parenti Finney Lewis McManus Watson & Sperando: 20% | \$150,000 |
| Ivie McNeill & Wyatt: 4% | \$ 30,000 |
| Robert E. Donnelly: 4% | \$ 30,000 |
| TOTAL DEAL: | <u>\$720,000</u> |

Approved by: _____
Leonard Rowe on behalf of all plaintiffs

RUBINBAUM LLP

Attorneys at Law

30 Rockefeller Plaza
 New York, New York 10118
 tel. 698.0700 fax 698.7825
 www.rubinbaum.com

Memorandum

To: Mr. Leonard Rowe
 Mr. Lee King
 Mr. Jesse Boseman
 Mr. Fred Jones, Jr.

Date: May 14, 2002

From: Raymond J. Heslin

Copies: Willie Gary, Esq.
 Rickey Ivie, Esq.
 Files

Re: Distribution from Clear Channel/SFX
 initial settlement payment

The following represents the manner in which the initial \$4,500,000 payment under the ClearChannel/SFX settlement shall be distributed once received by our firm:

| | |
|------------------------------|--------------------|
| Payment from CC/SFX: | \$4,500,000 |
| LESS: Attorneys' fees of 48% | (\$2,160,000) |
| SUBTOTAL: | \$2,340,000 |

The \$2,340,000 is distributed as follows:

| | |
|---|--------------------|
| Leonard Rowe's share: 57%, or \$1,333,800 less 50% share of the \$447,847.94 in disbursements (\$223,923.97) | \$1,109,876.03 |
| Lee King's share: 16.5%, or \$386,100 less 20% share of the \$447,847.94 in disbursements (\$89,569.59) | \$296,530.41 |
| Jesse Boseman's share: 16.5%, or \$386,100 less 20% share of the \$447,847.94 in disbursements (\$89,569.59) | \$296,530.41 |
| Fred Jones, Jr.'s share: 10%, or \$234,000 less 10% share of the \$447,847.94 in disbursements (\$44,784.79) | \$189,215.21 |
| Reimbursement to Gary, Williams et al., for disbursements: | \$100,000 |
| Reimbursement to RubinBaum LLP for disbursements: | \$347,847.94 |
| TOTAL: | \$2,340,000 |

FEB-16-03 10:32 From:

T-976 P.02 Job-865

Sommenschein
SONNENSCHN NATH & ROSENTHAL

Memorandum

TO: Mr. Leonard Rowe
Mr. Lee King
Mr. Jesse Boseman
Mr. Fred Jones, Jr.

DATE: February 14, 2003

FROM: Raymond J. Heslin

COPIES: Willie Gary, Esq.
Rickey Ivis, Esq.
Files
Walter Myskiw

RE: Distribution from Clear Channel/SFX
second settlement payment

The following represents the manner in which the second payment of \$2,000,000 under the ClearChannel/SFX settlement shall be distributed once received by our firm:

| | |
|------------------------------|--------------------|
| Payment from CC/SFX: | \$2,000,000 |
| LESS: Attorneys' fees of 48% | (\$ 960,000) |
| SUBTOTAL: | \$1,040,000 |

The \$1,040,000 is distributed by wire transfer as follows:

| | |
|--|-------------------|
| Leonard Rowe's share: 57%, or \$592,000 less 50% share of the escrow of \$100,000 to Gary, Williams, et al. (\$50,000) | \$ 542,800 |
| Lee King's share: 16.5%, or \$171,600 less 20% share of the escrow of \$100,000 to Gary, Williams, et al. (\$20,000) | \$ 151,600 |
| Jesse Boseman's share: 16.5%, or \$171,600 less 20% share of the escrow of \$100,000 to Gary, Williams, et al. (\$20,000) | \$ 151,600 |
| Fred Jones, Jr.'s share: 10%, or \$104,000 less 10% share of the escrow of \$100,000 to Gary, Williams, et al. (\$10,000) | \$ 94,000 |

Escrow Fund

| | |
|--|-------------------|
| Gary Williams, Parenti Finney Lewis McManus Watson & Sperando | \$ 100,000 |
|--|-------------------|

Attorneys' Share*

| | |
|--|-----------|
| RubinBaur LLP: (20%) | \$400,000 |
| Gary Williams Parenti Finney Lewis McManus Watson & Sperando: (20%) | \$400,000 |
| Ivie McNeill & Wyatt: (4%) | \$ 80,000 |
| Robert E. Donnelly: (4%) | \$ 80,000 |

Subtotal: \$ 960,000

Total Distribution: \$2,000,000

* By check.

007161201

Sonnenschein

SONNENSCHN NATH & ROSENTHAL

Memorandum

TO: Mr. Leonard Rowe
Mr. Lee King
Mr. Jesse Roseman
Mr. Fred Jones, Jr.

DATE: November 20, 2003

FROM: Raymond J. Heslin *RJH*

COPIES: Willie Gary, Esq.
Rickey Ivie, Esq.
Files
Linda Chatterton
Ron Greenberg, Esq.

RE: Distribution from Clear Channel/SFX
final settlement payment

The following represents the manner in which the final payment of \$1,500,000 under the ClearChannel/SFX settlement shall be distributed once received in RubinBaum's escrow account:

| | |
|------------------------------|-------------------|
| Payment from CC/SFX: | \$1,500,000 |
| LESS: Attorneys' fees of 48% | (\$ 720,000) |
| SUBTOTAL: | \$ 780,000 |

The \$780,000 is distributed by wire transfer as follows:

| | |
|------------------------------|------------|
| Leonard Rowe's share: 57% | \$ 444,600 |
| Lee King's share: 16.5% | \$ 128,700 |
| Jesse Roseman's share: 16.5% | \$ 128,700 |
| Fred Jones, Jr.'s share: 10% | \$ 78,000 |

Attorneys' Share

| | |
|---|------------------------------|
| RubinBaum LLP: (20%) | \$300,000 |
| Gary Williams Parent Finney Lewis McManus Watson & Sperando: (20%) | \$300,000 |
| Ivie McNeill & Wyatt: (4%) | \$ 60,000 (by wire transfer) |
| Robert E. Donnelly: (4%) | \$ 60,000 |


Subtotal: \$ 720,000

Total Distribution: \$1,500,000

SONNENSCHIEIN NATH & ROSENTHAL

Attorneys at Law

10 Rockefeller Plaza
New York, New York 10112
212 698.7700 fax: 212.698.7813
www.sonnenschein.com

| | | | |
|--------------|---|----------------|---|
| <i>To:</i> | Mr. Leonard Rowe Mr. Lee King Mr. Jesse Boseman Mr. Fred Jones, Jr. | <i>Date:</i> | August 8, 2002 |
| <i>From:</i> | Raymond J. Heslin  | <i>Copies:</i> | Willie Gary, Esq. Rickey Ivie, Esq. Robert Donnelly, Esq. Christine Lepera Files Gail Reynolds |
| <i>Re:</i> | Distribution from Howard Rose Agency initial settlement payment | | |

The following represents the manner in which the \$500,000 payment under the Howard Rose Agency settlement will be distributed when received by our firm:

| | |
|------------------------------|------------------|
| Payment from Howard Rose: | \$500,000 |
| LESS: Attorneys' fees of 48% | 240,000 |
| SUBTOTAL: | \$260,000 |

The \$260,000 is distributed as follows:

| | |
|--|-----------------------------|
| Leonard Rowe's share: 57%, or \$148,200 less \$2,500 to Professor Ogletree | \$145,700 (by wire) |
| Lee King's share: 16.5%, or \$42,900 less \$1,000 to Professor Ogletree | \$ 41,900 (by wire)* |
| Jesse Boseman's share: 16.5%, or \$42,900 less \$1,000 to Professor Ogletree | \$ 41,900 (by wire)* |
| Fred Jones, Jr.'s share: 10%, or \$26,000 less \$500 to Professor Ogletree | \$ 25,500 (by wire)* |

RUBINBAUM_{LLP}**Attorneys' Share**

| | |
|--|-------------------------|
| Sonnenschein Nath & Rosenthal: 20% | \$100,000 |
| Gary Williams Parenti Finney Lewis McManus Watson & Sperando: 20% | \$100,000 |
| Ivie McNeill & Wyatt: 4% | \$ 20,000 |
| Robert E. Donnelly: 4% | \$ 20,000 |
| Subtotal: | <u>\$495,000</u> |
| Mediation Fees for Professor Ogletree: 5,000 | |
| TOTAL: | <u>\$500,000</u> |

GARY, WILLIAMS, PARENTI, FINNEY, LEWIS, MCMANUS,
WATSON & SPERANDO
CLOSING STATEMENT - CLIENT #40201

SUBJECT OF CASE:**CLASS ACTION/DISCRIMINATION****ROWE ENTERTAINMENT, INC., ET AL****- vs -****THE WILLIAM MORRIS AGENCY, INC., ET AL****LISTING OF TOTAL COSTS ADVANCED:****b) COSTS:****Advanced by the Law Firm:**

| | | | |
|--|---|----|-----------|
| Photocopies | : | \$ | 8,822.00 |
| Postage | : | \$ | 35.66 |
| Express Mail Services | : | \$ | 552.61 |
| Long Distance Telephone Charges | : | \$ | 363.65 |
| Travel and/or Expense | : | \$ | 72,657.35 |
| Fax | : | \$ | 799.00 |
| Lexis-Nexis - Legal Research | : | \$ | 675.00 |
| Virginia State Bar - Certificate of Good Standing - Tricia P Hoffler | : | \$ | 10.00 |
| Clerk, DC Court of Appeals - Certificate of Good Standing - Tricia P Hoffler | : | \$ | 5.00 |
| U S District- Clerk of Court - Oriando - Certificate of Good Standing - Laura Mall | : | \$ | 15.00 |
| Clerk, U.S. District Court - Certificates of Good Standing - Willie Gary, Lorenzo Williams & Tricia P Hoffler | : | \$ | 45.00 |
| Clerk, U.S. District Court - Eastern Virginia - Certificate of Good Standing - Tricia P Hoffler | : | \$ | 15.00 |
| Clerk of U.S. District Court - Southern District Of New York - Admission fees to District Court New York - Willie E Gary | : | \$ | 25.00 |
| Clerk of U.S. District Court - Southern District Of New York - Admission fees to District Court of New York - Lorenzo Williams | : | \$ | 25.00 |

| | | |
|--|----|-----------|
| Clerk of U.S. District Court - Southern District Of New York - Admission fees to District Court of New York - Tricia P Hoffler | \$ | 25.00 |
| Clerk of U.S. District Court - Southern District Of New York - Admission fees to District Court of New York - Laura Mall | \$ | 25.00 |
| Clerk, Supreme Court - Certificates of Good Standing - Willie Gary, Lorenzo Williams, Tricia P Hoffler & Laura Mall | \$ | 4.00 |
| Supreme Court of Pennsylvania - Certificate of Good Standing - Tricia P Hoffler | \$ | 25.00 |
| Whitemont Legal Copying, Inc - Microfilm Frame Capture | \$ | 11,525.55 |
| Ikon Office Solutions - Photocopies | \$ | 6,631.43 |
| Ikon Office Solutions - Photocopies | \$ | 14,035.73 |
| Ikon Document Services - Photocopies | \$ | 21,154.32 |
| Ikon Office Solutions - Photocopies | \$ | 3,925.69 |
| Ikon Office Solutions - Electronic Labeling and Printing | \$ | 3,383.22 |
| Ikon Office Solutions - Electronic Labeling and Printing | \$ | 2,038.38 |
| Uniscribe Professional Services, Inc - Microfilm Frame Capture | \$ | 2,186.35 |
| Uniscribe Professional Services, Inc - Microfilm Frame Capture | \$ | 2,258.54 |
| Uniscribe Professional Services, Inc - Microfilm Frame Capture | \$ | 1,103.54 |
| Uniscribe Professional Services, Inc - Photocopies | \$ | 686.44 |
| Telstar Video Productions, Inc - Dubs from master Tapes | \$ | 46.87 |
| Photographics of the Treasure Coast, Inc - Photocopies | \$ | 47.49 |
| Photographics of the Treasure Coast, Inc - Photocopies | \$ | 68.04 |
| Commerce Photo Print Corp - Photocopies | \$ | 72.74 |
| Commerce Photo Print Corp - Photocopies | \$ | 3,010.43 |
| Commerce Photo Print Corp - Photocopies | \$ | 1,350.91 |
| Commerce Photo Print Corp - Photocopies | \$ | 1,226.80 |
| Commerce Photo Print Corp - Photocopies | \$ | 21,220.94 |
| Ivic McNeill & Wyatt - Cost Reimbursement | | |
| <u>Court Reporters:</u> | | |
| David Feldman & Associates - Transcript Copy Of Leonard Tate | \$ | 368.40 |
| Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/07/01 | \$ | 169.65 |
| Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/08/01 | \$ | 436.65 |
| Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/09/01 | \$ | 629.00 |
| Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/10/01 | \$ | 666.87 |

| | | | |
|--|---|----|-------------------|
| Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/18/01 | : | \$ | 373.62 |
| <u>Expert Services:</u> | | | |
| Benesch, Friedlander, Coplan & Aronoff, LLP | : | \$ | 259.00 |
| Electronic Evidence Discovery | : | \$ | 4,335.24 |
| | | | |
| TOTAL ADVANCED COSTS | : | \$ | <u>187,336.11</u> |

WILLIE E GARY, ESQ
 SENIOR PARTNER FOR THE FIRM