

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

-----X
: **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 RAYMOND J. HESLIN:**

Plaintiff, Leonard Rowe, after undertaking a very careful and studied evaluation of Mr. Heslin’s Declaration, I found it filled with half-truths, lies, self-serving and irrelevant assertions that have no bearing on the determination of the merits of this motion for which his Declaration purports to be in response to. The following concerns are noted for the record:

1. With respect to the assertions contained in paragraph 1, I have no objections to Mr. Heslin’s statement with the notable exception of his assertion that the underlying motion that I filed is “baseless”.

2. Mr. Heslin's contentions contained in paragraph 2 of his declaration are, simply, incredulous as demonstrated herein below:

- a. While the assertions contained in the first sub section of paragraph 2 regarding the firm of Attorney Willie Gary are true, I fail to see the relevance of that since it is clearly documented in this court's files and records.
- b. In an effort to correct the record, the settlements that Mr. Heslin references was not for 12 million dollars, the settlement figure that this Plaintiff was told and signed off on, was \$9,395,000, which was reduced under the guise of 48% attorney fees and grossly inflated expenses, that were taken by Mr. Heslin and his co-conspirator law partners (see Exhibit "A" attached hereto and incorporated herein by reference).
- c. This spurious assertion is clearly contradicted by the settlement statements that were prepared by Attorneys Martin Gold, Raymond Heslin and their co-conspirator law partners (see Exhibit "A" attached hereto and incorporated herein by reference), this shows conclusively that the plaintiff's attorneys actually received the largest portion of the actual settlement.

- d. First of all, the formation of the attorney client relationship was formed after relentless solicitation by Attorneys Martin Gold and Christine LePera, which I understand is against State Bar Rules and Ethical Considerations. The contractual basis of the formation of the attorney client relationship has not been brought into contention by this Plaintiff but I welcome the admission by Attorney Heslin that the attorney client relationship was formed.
- e. This contention flies in the face of the undisputed evidence contained in the summary of defendant's email racial slur results which tell a totally different story (see Exhibit "B", attached hereto and incorporated herein by reference).

This document, which has the fax identification of "SNR New York" at the top of it, contains the results of the summary of the offensive terms "**nigger**", "**spade**", "**colored**", "**monkey**", "**spook**", "**uncle tom**", "**nigga**", "**negro**", and a sordid assortment of other disgusting and racially demeaning terms.

However, Mr. Heslin would lie under oath and try to have this Court believe that nothing of the sort was contained in the actual emails themselves. The very emails which this Plaintiff contends they deliberately and intentionally and unlawfully withheld from their own

clients and this Court. It is now time for Mr. Heslin to come clean, and stop perpetrating this fraud upon this Court, admit your crime which has shattered the lives of thousands of American people.

f. This is another outright lie by Mr. Heslin. One month before the most crucial point in this case, which was summary judgment, I received a letter from SNR written by Ray Heslin, which threatened me and indicated that they were requesting to withdraw and if I did not concede to their withdrawal, they would tell this court that they did not believe in our case anymore further sabotaging it. At that time, we did not want them to abandon us; we desperately needed their assistance. These attorneys bailed out on us because they knew that they had compromised our legal position by conspiring with the defendants in this case and withholding the actual e-mail evidence which they still to this day, with the proof in their face, claims does not exist.

g. All plaintiffs conceded to the withdrawal of these attorneys because we feared they would cause more damage to our case if we disagreed with their withdrawal. We simply did not want to have our own lawyers, that had pursued us and who had solicited us to be their clients and whom we had reposed our trust and confidence in, to turn

on us. We felt that this might destroy any chance of success that we might have before this Court.

So, I and all other plaintiffs reluctantly signed off on the withdrawal of these attorneys. It was not, as Mr. Heslin would imply, a free and voluntary exercise of our rights in this matter.

- h. This assertion is totally false. Mr. Gary never received the actual e-mail discovery documents from SNR, which are at the center of the present dispute. When Mr. Gary or myself would ever ask for the actual e-mails, they would never comply and give them to us. Now, with proof before them, they still lie to this Court and say that the e-mails and e-mail racial slurs never existed. Mr. Heslin boldly stats in his signed declaration, under the penalty of perjury, that no derogatory terms were located in the emails of the defendants. It so awful what these attorneys have done to us.
- i. The determination on summary judgment, which is challenged in the underlying motion to vacate, set aside and reinstate pursuant to FRCP 60 inter alia would have been demonstrably different had this Court had the benefit of the actual “missing” e-mail documents that were withheld by Mr. Heslin and his co-conspirators which the summary set forth in Exhibit “B” evidences.

With respect to Mr. Heslin's efforts to distance himself from his and his former law partner's misconduct, he concludes that Plaintiff has engaged in a campaign of alleged misrepresentations. However, he fails to identify what "lie" and what "half truth" that I have proffered. He offers this Court **no proof** that anything that I have stated or alleged is untrue. I am sure that if he had proof, he would present it, but he doesn't.

What I have been trying to do is show this Court the inconsistency of the positions that these former plaintiff's attorneys have previously presented and what they are presenting now, in an effort to let this Court see that they are the true liars who have abused their trust as attorneys and violated their oaths and obligations to their clients as well as broken many federal laws. Noting the violation of the Corrupt Organization Act ("RICO") as codified 18 U.S.C. 1961 *et seq* as well as other federal laws.

- j. Plaintiff has made known the fact that he exercised efforts by way of complaints to the disciplinary regulators in New York. However, Attorney Martin Gold was then serving on that very disciplinary committee so my complaint against Mr. Heslin and Mr. Gold was referred to another, "so-called" impartial committee, which in reality

was nothing more than a façade and smoke screen since it appears that the New York Bar Disciplinary Committee Process is awash in fraud and corruption itself (see Exhibit “C” attached hereto and incorporated herein by reference). Our investigation revealed that Mr. Gold had numerous complaints of this nature filed against him. So to the extent that Mr. Heslin wishes to raise Plaintiff’s prior efforts to seek justice, he should also point out to the Court that the “fix” was already in before the complaints were ever filed to ensure that no discipline would be meted out on the true facts and evidence that this case demands.

3. Contrary to the self-serving conclusion of Mr. Heslin in paragraph 3 of his Declaration, it is he and his co-conspirator former law partners that this Court should consider sanctioning to the highest degree possible, for purporting this fraud upon the Court. As it is their misconduct that has brought us to this point. If they had simply turned over the actual e-mails and not conspired with Defendants in betraying their own clients, then this entire matter would have resolved itself a long time ago.

For Mr. Heslin to have the abject audacity to imply imposition of sanctions on the plaintiff demonstrates a total disconnect with reality and his

misconduct. Mr. Heslin along with his co-conspirators should be disbarred and prosecuted to the full extent of the law for their illegal and criminal conduct.

A. BACKGROUND

4. Mr. Heslin's assertions contained in paragraph 4, as always, are at odds with the true facts of how this matter evolved. Attorney Bob Donnelly, after speaking with me about the facts of our complaint, said he had spoken to an attorney by the name of Martin Gold about the problems black promoters were having. Mr. Gold and his associate Ms. Lopera asked Mr. Donnelly to have me come to New York for a meeting to discuss this matter, which I later did. After I returned home I received numerous calls from Mr. Gold and Ms. Lopera telling me that they had done some investigating and discovered that my allegations were true. They said that my civil rights had been grossly violated and they would like for me to return to New York so they could prepare a retainer agreement and begin preparations on forming the complaint. They requested that I return as soon as possible. A few months passed as I still had hopes of resolving this matter with the Defendants but our treatment from them got worse. So I took the meeting with Mr. Gold and Ms. Lopera, Mr. Donnelly was also present. After I

arrived they told me that they had concluded their investigation and found that not only had our civil rights been grossly violated but the Defendants are also guilty of anti-trust violations as well. After considering the matter further, I agreed to allow them to represent us. We needed help at the time and I thought they were reputable attorneys with good integrity. Never did I think that they would use us solely for their own gain and betray our trust.

5. While I do not remember the precise date, it is true that Mr. Gary and his firm came into this matter and their contract was also premised on a contingency basis. However, I fail to see any relevance in this assertion by Mr. Heslin in determining the outcome of the underlying motion.

6. We paid over \$200,000 dollars for email discovery in this matter even though we thought it to be grossly unfair for us to have to bear this exorbitant cost, We were sure that the e-mails would reveal their illegal conduct towards us. The Court did not tell us that we had to do e-mail discovery, this is something that we chose to do ourselves and Marty Gold agreed that it would be helpful in proving our case and it was. We never thought our own attorneys would deprive us of the fruits of the e-mail discovery search by withholding, consealing, lying and unlawfully

tampering with the e-mail results which clearly constituted tampering with federal evidence in a civil matter. This crime also constitutes conspiracy to interfere with civil rights 42 U.S.C. 1985.

7. This contention by Mr. Heslin defies reality as he tries to shift the blame solely to Mr. Primoff. The summary of racial slurs set forth in Exhibit "B" were the documents (that then contained the actual page 1 and 17 that is missing in that exhibit) that I saw on Mr. Heslin's desk and referenced in the underlying motion. This is the document that Mr. Heslin turned over in my face and said, "you are not supposed to see that". This is the same document that Mr. Heslin said under oath did not exist.

Plaintiff contends now as it always has, that Martin Gold, Raymond Heslin, Christine LePera, Richard Primoff or Carl Robert Aron never provided him the actual email documents. To this day we are still trying to get those actual documents that the summary contained in Exhibit "B" confirms the existence of. These lawyers should never be allowed to ever again treat anyone in the matter that they have treated us. **They should all be disbarred and prosecuted for their actions.**

8. Mr. Heslin's assertions in paragraph 8 again are both totally false and totally irrelevant to the underlying issues in this case which is the fraud perpetrated upon this court by these former plaintiff's attorneys, who betrayed their clients in order to enrich themselves. I always wanted to settle this case as soon as possible. **An investigation will clearly reveal that Plaintiff's own attorneys were paid by the Defendants to sabotage our case. Plaintiff prays that this Court will order one.**

9. This too is irrelevant and affords no value to the resolution of the underlying issues contained in the underlying motion to vacate, set aside and reinstate this matter under FRCP 60 inter alia. Here Mr. Heslin is trying to avoid the main issue at hand, the perpetration of fraud upon this Court and the crime he committed along with his co-conspirators. Clear Channel was never elusive as Mr. Heslin states. They were one of the first Defendants to settle in this matter.

10. Again, what does this assertion bring to the table in terms of relevance to the underlying motion?

11. Irrelevant but this statement is filled with half-truths. We were only at Harvard University for two days, not a week as Mr. Heslin stats. I take specific issue with his reference to me being “extremely difficult and belligerent”. This is totally false. I was not involved at all in the negotiations at Harvard. As in his entire declaration Mr. Heslin continues to be untruthful.

12. This is totally false. There was never a breach by any Plaintiff or me. Where is the proof? Please see my response to the foregoing paragraph 11. It is increasingly clear that these former plaintiff’s attorneys ‘sold their clients down the tubes’ in this matter for their own financial gain. I am requesting this court to take note that Mr. Heslin has provided no proof of anything that he has alleged in his declaration. I am sure that a firm like SNR keeps great records. The reason he does not provide proof is simple; his declaration is filled with lies.

13. Again this is totally irrelevant and untrue. Where is the letter?

14. This is also totally irrelevant but first they say that they were fired (see F). Now they withdrew. Mr. Heslin is some character.

15. This assertion is a complete, self-serving fabrication. I am certain that if Mr. Gary had actually received the email documentation that is at issue in this matter, he would have presented them to this Court and the outcome on the previously filed summary judgment would have been different and we would not be here today.

However, the truth of the matter is plain to see that Mr. Gary never received the actual email documents that Exhibit "B" confirms the existence of and this Court did not have the benefit of evaluating this crucial evidence in its deliberations over the summary judgment motion.

The reason that the actual email documents were not before this Court is because Mr. Gold, Mr. Heslin and others, in conjunction with the Defendants conspired to perpetrate fraud upon this Court and throw their clients under the bus. The attorneys on both sides had cut their own "side deal" in violation of their oaths as officers of this Court and our own attorneys violated their contractual obligations to us, their own clients.

16. See Plaintiff's response to the previously filed Bar Disciplinary matters in paragraph 2(j) supra.

17. Mr. Heslin's assertions in paragraph 17, again underlines his obvious disconnection with reality in this matter. This plaintiff has set forth specific information and documentation to show and prove by more than a mere preponderance of the evidence that the email documentation at issue herein, was tampered with and intentionally withheld from this Court and its consideration at summary judgment.

Additionally, we have shown the conflict of interest in the Disciplinary Review process and that it is undergoing its own review for corruption and collusion and maintaining a list of "untouchable attorneys" which Martin Gold is prominently listed on.

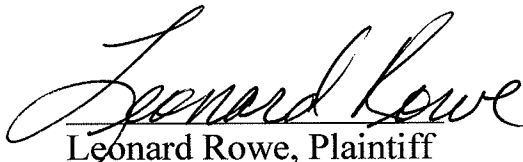
If anyone should be sanctioned, it is Mr. Heslin, Mr. Gold, Ms. LePera, Mr. Aron and Mr. Primoff. Their lies and distortions of the facts and the tampering with evidence in a federal civil matter should be met with disbarment by this Court and an immediate referral to the U.S. Attorney's Office and all State Bar Disciplinary Committees where these attorneys are licensed.

Furthermore, Plaintiff prays this honorable court issue sanctions against Mr. Heslin and his former co-conspirator law partners.

And since Mr. Heslin made the spurious assertions under penalty of perjury, this Court should have him criminally charged for the proven lies that he has asserted in his Declaration.

DATED this 18 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 printed name.

Leonard Rowe, Plaintiff
Pro Se
5805 State Bridge Road
Suite 350
Johns Creek, GA 30097

EXHIBIT A

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>\$750,000</u>

Approved by: _____
Leonard Rowe on behalf of all plaintiffs

RUBINBAUM LLP

Attorneys at Law

30 Rockefeller Plaza
 New York, New York 10118
 tel 696.7700 fax 696.7825
 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)	\$1,109,876.05
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 15:32 From:

T-976 P.02 Job-665

Sonnenschein
SONNENSCHN MATH & 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
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Attorneys' Share*

RobinBaum LLP: (20%)	\$400,000
Gary Williams Parent 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.

Sonnenschein

SONNENSCHN NATH & TOBENTHAL

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: 37%	\$ 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:	<u>\$ 720,000</u>
Total Distribution:	<u>\$1,500,000</u>

SONNENSCHIEIN NATH & ROSENTHAL*Attorneys at Law*

30 Rockefeller Plaza
 New York, New York 10112
 212.668.7700 fax: 212.698.7814
 www.sonnenschein.com

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

Date: August 8, 2002

From: Raymond J. Heslin 

Copies: Willie Gary, Esq.
 Rickcy Ivie, Esq.
 Robert Donnelly, Esq.
 Christine Lepera
 Files
 Gail Reynolds

Re: 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 & Spornado: 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 - Orlando - 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	\$	68.06
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

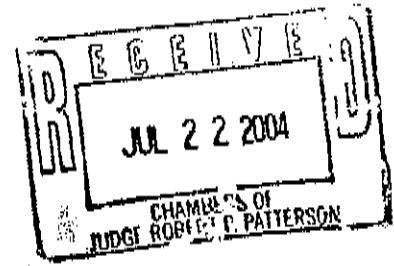
Manhattan Reporting Corp - Deposition Of Fred Jones, Jr - 5/18/01	:	\$	373.62
<u>Expert Services:</u>			
Benesch, Friedlander, Coplan & Aronoff, LLP	:	\$	259.00
Electronic Evidence Discovery	:	\$	4,335.24
 TOTAL ADVANCED COSTS	 :	 \$	 <u>187,336.11</u>

WILLIE E GARY, ESQ
SENIOR PARTNER FOR THE FIRM

EXHIBIT B

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#155



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	6
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
MBERLINER	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	6
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	3781
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
OSIMONIAN	995
MKEITHLEY	958
DGOLDFARB	902
DGROVER	886

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	278
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
MIKYDD	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
OKEKST	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

With full and open competition (and black promoters not being excluded), concerts could be promoted at rates of “5% of revenues or even less.”¹⁸ The past and existing illegal practices have resulted in concerts being promoted in a range of rates from 10% to 15% of revenues.¹⁹ The higher cost figures for superstars tied with control of the local territory (for a white promoter) creates the benefit to the booking agent for their unknown and less popular artists as described by Johnson and Kapp, above. Without the carrot of the profitable concerts, booking agencies could not force local promoters' acceptance of the unprofitable business. In fact, as Kapp has noted, agencies could have their role curtailed substantially by allowed direct contact between promoters and artists. Kapp Dep. at 170. Kapp testified directly, “No agent wants a promoter talking directly to their manager.” Id. at 161. Costs for concerts would be appropriately reduced, benefiting consumers. This has been bitterly contested by booking agency defendants. Id. Booking agency defendants argue the conspiracy was implausible because their interests were tied to maximizing the profits of artists they represent. However, after CAA conspired with Magicworks to deny plaintiff Rowe's higher bid per concert for the Janet Jackson Tour in 1998 and accept the lesser Magicworks' offer, CAA then allowed Magicworks and SIX to make a side deal which contributed to an estimated loss to the artist of between \$672,500 and \$1,370,000. An internal CAA memorandum, dated October 12, 1998 from Carol Kinzel to her boss, Tom Ross documented the estimated loss, noting, “Everyone involved with the tour knows that Magicworks made a side deal with SIX for a lump sum of money payable to the tour...” Ex. 29. Here, it was so important for the defendants (both the agency and promoters involved) to maintain the conspiracy that CAA countenanced lost revenue for their client, the artist. The reality of these facts should outweigh any theoretical approach discussed in the Williams report.

B. PLAINTIFFS PRESENT SUFFICIENT EVIDENCE TO SHOW VIOLATION OF 42 USC SECTION 1981.

The U.S. Congress established a protected class, specifically including African-Americans, and prohibited racially motivated interference with the ability of members of the class to make and enforce contracts, among other rights. Congress also barred certain anti-competitive behavior with its adverse effect on trade and interstate commerce. In this case, the same activities of defendants that run afoul of antitrust laws also transgress civil rights laws because of the protected class status of the victim plaintiffs.

The booking agency defendants have conspired with defendant promoters and others to violate the civil rights of plaintiff black promoters. The applicable law (42 U.S.C. Section 1981) requires: (1) the plaintiffs must be members of a racial minority, (2) the defendant had intent to discriminate on the basis of race, and (3) the discrimination involved one or more of the enumerated activities. *Mian v. Donaldson, Luffkin & Jenrette Sec. Corp.*, 7 F.3d 1085, 1087 (2d Cir. 1993) citing to *Patterson v. McLean Credit Union*, 492 U.S. 164, 177 (1989). In this case, the enumerated activity is the right to make and enforce contracts. Racial discrimination concerning employment contracts is within the purview of Section 1981. *Johnson v. Railway Express Co.*, 421 U.S. 454, 459-60 (1975).

Plaintiffs present unchallenged evidence that each is a member of a racial minority or an entity that is owned and controlled by such a racial minority. Defendants' actions, agreements and activities discussed below prove the intentional acts to discriminate in a statutorily covered activity: plaintiffs' right to enter into and to enforce contracts to promote concerts. Joe R. Feagin, Ph.D. (Harvard, 1966) was asked to render an opinion as to whether, *vel non*, the facts support a finding of discrimination in this case.²⁰ He concluded the accounts and incidents recounted by the black promoters in the record of this case “constitute racial bias and exclusionary discrimination” within the concert promotion business. Feagin Rep. at 3, Ex. 30.

Defendant booking agencies fail to address the raw, ugly, unvarnished racial animus uncovered during discovery. The racial epithet “nigger” was used 349 times in e-mails of employees of CAA and WMA, Ex. 31. Carol Kinzel, a CAA agent, wrote a note in her office, “Not Divulge Guarantee re: Black Promoters.” Ex. 32. Her tortured explanation strains credulity and demands a weighing of her credibility at trial. Former defendant Howard Rose of The Rose Agency flatly declared in a note outlining the critical terms of a promoter contract, “No Blacks.” Ex. 33. Black promoter and non-party, Bill Washington testified to defendants' negative view of black promoters and the Black Promoters Association (BPA). In describing his experience with

EXHIBIT C

HERE'S THE NYT STORY:

Suit Accuses Court Panel of Cover-Up

The New York Times

By PAUL VITELLO - November 1, 2007 — paged B5

A former lawyer for the state court system, fired in June from her job investigating lawyers charged with misconduct, has charged in a federal lawsuit that supervisors "whitewashed" some cases for "personal or political reasons."

The lawyer, Christine C. Anderson, who was a staff attorney for six years in a Departmental Disciplinary Committee of the State Supreme Court's Appellate Division in Manhattan, did not name the lawyers who she said received such protection. But she said her supervisors, who were named, intervened on behalf of lawyers against whom she had found "overwhelming concrete evidence of misconduct."

The lawsuit, filed last week in the United States District Court for the Southern District, charges that Ms. Anderson was fired because she openly voiced her concerns about "a pattern and practice of whitewashing and routinely dismissing complaints leveled against certain select attorneys." Ms. Anderson, 62, who is black, also said she was a victim of age and race discrimination.

Disciplinary committees operate in each of the state's four Appellate Division departments to investigate lawyers accused of misconduct. Charges can vary from unresponsiveness toward clients, to the theft of money from escrow accounts, to failure to disclose conflicts of interest. Based on investigations by staff attorneys like Ms. Anderson, committees can admonish lawyers, suspend or revoke their licenses or recommend criminal prosecution.

In the suit, Ms. Anderson, who worked in the First Department, covering most of New York City and Westchester, named as defendants Thomas J. Cahill, chief counsel of the Departmental Disciplinary Committee; his first deputy, Sherry K. Cohen; Catherine O'Hagan Wolfe, the court clerk; David Spokiny, her deputy; and John Buckley, the presiding justice of the Office of Court Administration.

None could be reached for comment. David Bookstaver, a spokesman for the state court system, said it would be "inappropriate to comment."

Fred K. Brewington, the Long Island lawyer representing Ms. Anderson, said she had been harassed on the job continuously, beginning in 2005, after she raised questions about Ms. Cohen's relationship with a lawyer representing another lawyer who was under review. Despite strong evidence of misconduct by the lawyer in that case, he said, the complaint was dismissed and a file containing Ms. Anderson's investigation disappeared.

Ms. Anderson is seeking \$10 million in damages, as well as punitive damages and lawyer's fees for what her suit described as the "irreparable injury," "mental anguish and humiliation" of being fired without cause.

Subj: **Fw: Manhattan Attorney 'Ethics' Committee Under Fire Again (New Federal complaint filed)**
Date: 5/28/2012 10:55:27 A.M. Eastern Daylight Time
From: robertparker777@yahoo.com
To: roweentertain@aol.com

Sent: Tuesday, May 1, 2012 3:58 PM

Subject: Manhattan Attorney 'Ethics' Committee Under Fire Again (New Federal complaint filed)

Mr. Vitello,

We trust you are well.

Please see the attached complaint filed on April 10, 2012 in the EDNY, **Corrado v. NYS Unified Court System**. (EDNY #12cv1748)

The plaintiff is a former prosecutor and current staff-attorney at the Manhattan attorney ethics committee (The DDC). She alleges a sexually abusive and harassing environment, a cover-up of those improper acts and, notably, the typical and long-practiced pattern of retaliation against anyone for raising an issue with superiors.

Please focus on paragraphs 27-31 of the Corrado complaint. Those Corrado allegations directly support the long-discussed issues of cover-ups, discrimination and retaliation as presented in **Anderson v. The State of New York (SDNY # 07cv9599)**, and as reported in *The New York Times on November 1, 2007, "Suit Accuses Court Panel of Cover-Up" (SEE BELOW)*

We do know that a federal criminal investigation is pending regarding the threat on a witness (on Corrado) in a federal proceeding (in the Anderson SDNY #07cv9599 case)

We also know that a person unrelated to Corrado and Anderson was called into the FBI at 26 Federal Plaza on Wednesday, April 18, 2012 regarding overall corruption at the DDC and the threat on Corrado NOT to testify at the Anderson federal trial. (NOTE: Corrado testified before Anderson's attorneys before her trial began, but after being threatened, Corrado would not testify at the Anderson trial.)

We also know that Anderson recently filed in the 2nd Circuit a **Petition to Recall the Mandate** based on the newly filed Corrado filing. (You have to check in the OLD 2nd Circuit computer system to see **Anderson's Appellate (2nd Circuit # 09cv5059)** Docket Sheet. (See attached)

All the best,

Your friends at www.ExposeCorruptCourts.blogspot.com

Kindly confirm your receipt of this email..... Thank you.....

Monday, May 28, 2012 America Online: Rowe Entertain

Subj: **Fwd: NYLJ: Attorney for Department Disciplinary Committee Sues Court System**
Date: 5/28/2012 11:38:04 A.M. Eastern Daylight Time
From: roweentertain@aol.com
To: roweentertain@aol.com

Sent from my iPad

Begin forwarded message:

Subject: NYLJ: Attorney for Department Disciplinary Committee Sues Court System

Attorney for Department Disciplinary Committee Sues Court System

John Caher

New York Law Journal

05-16-2012

An attorney for the Appellate Division, First Department's disciplinary committee alleges in a federal lawsuit that she was sexually harassed by two now-retired officials at the watchdog agency while a third retaliated against her for complaining.

Nicole Corrado also suggests that after she lodged a complaint officials retaliated by targeting her attorney in an unrelated property matter. She claims that the committee launched an investigation into allegations of bribery and forgery against her attorney, and then suddenly dropped the matter when he abandoned her case.

Additionally, Corrado claims she was punished for supporting a lawsuit brought against the court system by a colleague.

Corrado v. New York State Unified Court System, 12-cv-1748, filed in the Eastern District on April 10, alleges violations of the Civil Rights Act of 1964 (See Complaint).

Corrado, who has served as a principal attorney at the disciplinary committee since 2006, claims she endured years of harassment by her supervisor, Andral Bratton, and that the committee's chief investigator, Vincent Ranieri, touched her inappropriately and forcibly kissed her on several occasions.

According to the complaint, when Corrado reported the "pattern of sexual harassment" by Bratton and Ranieri in 2008, the court system referred the matter to its inspector general. However, only the allegations against Bratton were investigated, the complaint claims.

The complaint states that Bratton admitted during the Office of the Inspector General probe that he was "smitten" with Corrado and crossed "an emotional boundary." Bratton was transferred to another unit at the same salary and Corrado was simply told to "avoid" him, according to the complaint.

Corrado alleges that while her sexual harassment complaint was pending, she retained an attorney to represent her in an unrelated action involving a property dispute. She claims the disciplinary committee instigated an investigation into that attorney—who is not named in her complaint—involving allegations of bribery and forgery.

Corrado contends that after the attorney withdrew from her case and her claim was dismissed, all of the ethical charges against her lawyer were dropped. She claims that because of her attorney's abrupt

withdrawal, her civil case was dismissed and she was "ultimately forced to settle her case for a fraction of its value."

Bennitta Joseph of Borrelli & Associates in Great Neck, who is representing Corrado in the civil rights claim, declined to identify the allegedly intimidated attorney who represented her client in *Corrado v. East End Pool & Hot Tub*.

Corrado also claims in her complaint that she was retaliated against for supporting the claim of a colleague who accused the agency of racial discrimination.

The complaint does not identify that employee, but Joseph confirmed in an interview that it was Christine Anderson, a former staff attorney who alleged she was wrongfully discharged in June 2007 on a pretext of insubordination after she revealed that the panel was protecting well-connected attorneys. A jury rejected her claims, and the U.S. Court of Appeals for the Second Circuit affirmed the verdict (*NYLJ*, Oct. 30, 2009).

Corrado contends that after she agreed to corroborate Anderson's allegations of "racial discrimination and other improper conduct" by the disciplinary committee, Alan Friedberg, the committee's chief counsel, threatened her and gave her an unreasonable workload. Additionally, Corrado says Bratton threatened her.

In light of Corrado's complaint, Anderson has asked the Second Circuit to reinstate her claim. Anderson contends in her petition that Corrado, who testified on her behalf at a deposition but not at trial, "was threatened and chilled into not testifying" at her trial, constituting a "manifest attack on our system of law and a clear denial of appellant's right to a fair trial."

Corrado claims that because of the anxiety and stress from the harassment she endured at the disciplinary committee she took a two-year unpaid leave of absence between 2009 and 2011, returning only after Bratton, Ranieri and Friedberg had left. According to the Office of Court Administration, all three took advantage of an early retirement incentive in the fall of 2010.

"She feels like she has to do something," Joseph said. "She took a two-year leave of absence because the environment had become so toxic, and then once all the offending parties left, she came back."

Ranieri said the allegations are false. "I didn't do a damned thing," he said.

Friedberg declined to comment. Bratton could not be reached.

David Bookstaver, a spokesman for the Office of Court Administration, declined to respond, noting that the court system does not comment on pending litigation.

@|John Caher can be contacted at jcaher@alm.com.

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