UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

LEONARD ROWE, ROWE ENTERTAINMENT, INC., LEE KING, and LEE KING PRODUCTIONS, INC.,	:	Civil Action No.
Plaintiffs,	:	**JURY TRIAL DEMANDED**
-against -	:	
GARY, WILLIAMS, PARENTI & WATSON, P.L.L.C., WILLIE E. GARY, WILLIAM C. CAMPBELL, SEKOU M. GARY, TRICIA P. HOFFLER, MARIA SPERANDO, and LORENZO WILLIAMS,	:	
Defendants.	:	

COMPLAINT

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Defendants.	:	

Plaintiffs LEONARD ROWE, ROWE ENTERTAINEMENT, INC., LEE KING, and LEE KING PRODUCTIONS, INC. (collectively, "Plaintiffs" or "Rowe and King") allege as follows for their complaint against defendants WILLIE E. GARY, WILLIAM C. CAMPBELL, SEKOU M. GARY, TRICIA P. HOFFLER, MARIA SPERANDO, LORENZO WILLIAMS, and GARY, WILLIAMS, PARENTI & WATSON, P.L.L.C. (collectively, the "Gary Defendants"):

NATURE OF ACTION

1. This is an action for civil liability under the federal Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961-68 ("RICO"), the Georgia Racketeer Influenced and Corrupt Organizations Act, Ga. Code Ann. §§ 16-14-1, *et seq*. ("Georgia RICO"), common law fraud, and legal malpractice. This action seeks to recover damages arising from the Gary Defendants' fraudulent conduct in connection with their representation of Plaintiffs and other black concert promotors in a civil action to redress, *inter alia*, violations of civil rights laws committed by prominent talent/booking agencies and concert promoters controlled by white persons, *Rowe Entertainment, Inc., et al. v. The William Morris Agency, Inc., et al*., 98 Civ. 8272 (RPP) (S.D.N.Y.)

(the "Civil Rights Action"). The former defendants in the Civil Rights Action included the two largest and most powerful talent/booking agencies in the entertainment industry, The William Morris Agency, Inc. and Creative Artists Agency, LLC (collectively, "William Morris-CAA").

2. As set forth in more detail below, the individual defendants managed, operated and conducted the affairs of their law firm, defendant Gary, Williams, Parenti & Watson, P.L.L.C. (the "Gary Law Firm"), through a pattern of racketeering activity by using the mail and interstate wire communication networks to defraud Plaintiffs and other clients. Upon information and belief, this pattern of racketeering activity consisted of defrauding many clients of the Gary Law Firm, including:

(i) Defrauding 42 clients asserting gender discrimination claims against Ford by secretly negotiating a global settlement with Ford, fraudulently inducing the clients to enter into contingency fee agreements without disclosing that Ford had already settled, fraudulently representing that the settlement amount was $51.5 million less than the amount Ford had actually agreed to pay, and retaining that $51.5 million concealed portion of the settlement; and

(ii) Defrauding the plaintiffs in the Civil Rights Action (the "Civil Rights Plaintiffs"), which include the Plaintiffs in this action, by intentionally conducting discovery in a manner that was designed to protect William Morris-CAA from producing emails containing racially derogatory terms, failing to submit admissible evidence in opposition to William Morris-CAA's motion for summary judgment, and, upon information and belief, conspiring with William Morris-CAA in order to assure that the Civil Rights Action would be dismissed in return for consideration paid directly to the Gary Law Firm.

3. With respect to the Civil Rights Action, the individual defendants and the Gary Law Firm (collectively, the "Gary Lawyers") allowed William Morris-CAA to withhold emails containing hundreds of racially derogatory terms even though a memorandum from the e-discovery firm retained by the Civil Rights Plaintiffs established that such emails exist (the

"E-Discovery Memorandum"). The Gary Lawyers initially failed to instruct the e-discovery firm to search the emails of William Morris-CAA employees in the concert promotion department that the Civil Rights Plaintiffs accused of racial animus. Instead, the Gary Lawyers instructed the e-discovery firm to search the emails of other William Morris-CAA employees, believing that the search would not find racially derogatory emails.

4. To the Gary Lawyers' surprise, the search discovered hundreds of racial epithets, which were identified on the E-Discovery Memorandum. The Gary Lawyers then concealed the E-Discovery Memorandum from the Civil Rights Plaintiffs, falsely representing that the email search did not result in any racially derogatory terms.

5. In October 2002, the Civil Rights Plaintiffs accidently learned of the existence of the E-Discovery Memorandum. The Gary Lawyers then falsely represented that the E-Discovery Memorandum itself was a "smoking gun" that guaranteed victory. The Gary Lawyers refused to produce the E-Discovery Memorandum to the Civil Rights Plaintiffs, however, falsely representing that the court had designated the memorandum "attorneys-eyes-only" and thereby restricted access to only attorneys.

6. In fact, the Gary Lawyers knew that although the E-Discovery Memorandum identified racially derogatory emails that were probably admissible, the E-Discovery Memorandum itself was not admissible. The Gary Lawyers nevertheless made no attempt to obtain the identified racially derogatory emails. Instead, upon information and belief, they actively conspired with William Morris-CAA to assure that those emails were never produced.

7. In particular, the court-ordered email discovery protocol entitled the Gary Lawyers to review the emails resulting from the search on an "attorneys-eyes-only" basis before counsel for William Morris-CAA was allowed to see any of the emails. *See Rowe Entm't v. William Morris*,

205 F.R.D. 421, 432 (2002). In that manner, the protocol was designed to assure that William Morris-CAA could not improperly withhold racially derogatory emails.

8. The Gary Lawyers, however, voluntarily waived their right to first review of the emails resulting from the search, and instead instructed the e-discovery firm, which was retained by and paid for by the Civil Rights Plaintiffs, to turn over the resulting emails directly to counsel for William Morris-CAA. By intentionally relinquishing the right of first review, the Gary Lawyers allowed William Morris-CAA to improperly withhold the racially derogatory emails identified on the E-Discovery Memorandum. The Gary Lawyers concealed these facts from the Civil Rights Plaintiffs, fraudulently misrepresenting that the Gary Lawyers had enforced all of the Civil Rights Plaintiffs' rights under the court-ordered discovery protocol.

9. Knowing that the E-Discovery Memorandum was inadmissible and that they had not obtained the underlying admissible emails, the Gary Lawyers fraudulently represented to the Civil Rights Plaintiffs that the E-Discovery Memorandum "guaranteed" that motions for summary judgment filed by William Morris-CAA would be denied and that a jury award would be at least one billion dollars and possibly as high as $3.5 billion. The Gary Lawyers used those fraudulent omissions and misrepresentations to induce the Civil Rights Plaintiffs to reject a $20 million settlement from William Morris-CAA.

10. After William Morris-CAA filed their motions for summary judgment, the Gary Lawyers submitted an altered version of the E-Discovery Memorandum as Exhibit 31 in opposition to those motions. Exhibit 31, however, did not contain the first or seventeenth pages of the E-Discovery Memorandum. The missing first page contained header information identifying the memorandum as coming from the e-discovery firm and summarized the email search results, namely that the emails contained hundreds of racially derogatory terms. Upon

information and belief, the missing seventeenth page identified hundreds of instances of the infamous racial epithet "nigger." When the Gary Lawyers submitted the altered version of the E-Discovery Memorandum as Exhibit 31, they knew that without the underlying emails even the complete version of the E-Discovery Memorandum was inadmissible.

11. In addition, discovery in the Civil Rights Action revealed a plethora of admissible evidence to support the Civil Rights Plaintiffs' claims of racial discrimination, including evidence that black promoters virtually never entered into contracts to promote white acts and successful black acts and that William Morris-CAA precluded black promoters from entering into such contracts by excluding them from bidding on the contracts and/or imposing different contract requirements than imposed on white promoters. Unbeknownst to the Civil Rights Plaintiffs, however, the Gary Lawyers failed to submit that evidence in opposition to the motions for summary judgment in admissible form and/or submitted incomplete or insufficient evidence in opposition to those motions.

12. On January 5, 2005, the district court in the Civil Rights Action granted William Morris-CAA's motion for summary judgment. In a footnote, the district court rejected the E-Discovery Memorandum as "an inadmissible and unauthenticated document" and blamed the Gary Lawyers for failing to obtain admissible evidence. On December 30, 2005, that opinion was affirmed on appeal.

13. After the Civil Rights Action was dismissed, the Gary Lawyers continued their scheme to defraud the Civil Rights Plaintiffs by falsely representing that the district court's ruling regarding the E-Discovery Memorandum and other evidence submitted in opposition to the motions for summary judgment constituted clear errors of law and was motivated by either corruption or a deeply-embedded racial bias rather than an objective application of the rules of evidence.

14. In fact, the Gary Lawyers knew that the altered version of the E-Discovery Memorandum submitted as Exhibit 31, and the other evidence they submitted in opposition to the motions for summary judgment, were inadmissible or insufficient to defeat William Morris-CAA's motions for summary judgment. Upon information and belief, they knowingly submitted inadmissible or insufficient evidence because they wanted William Morris-CAA's motions for summary judgment to be granted. Upon information and belief, the Gary Lawyers conspired with William Morris-CAA to assure that the racially derogatory emails would not come to light and that William Morris-CAA's motions for summary judgment would be granted in return for substantial consideration paid to the Gary Lawyers.

15. Despite Plaintiffs' due diligence, the Gary Lawyers' fraudulent omissions and misrepresentations prevented Plaintiffs from learning that they were injured by the Gary Lawyers' unlawful conduct until April 2012 and June 2013. In particular, on February 7, 2012, plaintiff Leonard Rowe met with two New York lawyers who had independently reviewed publicly available information on the Civil Rights Action. Those lawyers informed Rowe that the E-Discovery Memorandum was clearly inadmissible and that the lawyers representing the Civil Rights Plaintiffs should have known that. Those two New York lawyers said that any competent lawyer would have insisted on the production of the underlying emails referenced on the E-Discovery Memorandum and that, unlike the E-Discovery Memorandum itself, the underlying emails would have been admissible. Until undertaking further investigation, however, Rowe and the other Civil Rights Plaintiffs still did not believe that Willie Gary, an African American himself, and the other Gary Lawyers would engage in intentional wrongdoing.

16. In early 2012, a former William Morris employee prosecuting a racial discrimination claim against William Morris, Marcus Washington, reviewed the docket of the

Civil Rights Action and obtained a copy of "Exhibit 31," the altered version of the E-Discovery Memorandum that the Gary Lawyers submitted in opposition to William Morris-CAA's motions for summary judgment. In April or May 2012, Washington contacted Rowe and provided Rowe with a copy of Exhibit 31.

17. Upon reviewing Exhibit 31 for the first time, Rowe realized that the Gary Lawyers had submitted an altered version of the E-Discovery Memorandum by removing the critical first and seventeenth pages. Rowe also realized that contrary to the Gary Lawyers' representations, the E-Discovery Memorandum was not subject to the court's "attorney-eyes-only" order, but was instead publicly available as part of the court file.

18. In the meantime, Washington had submitted Exhibit 31 as evidence in his racial discrimination arbitration against William Morris. When the arbitrator directed Washington to submit additional information regarding Exhibit 31, Washington undertook a thorough review of the court file of the Civil Rights Action. Washington found letters establishing that the emails resulting from the search were produced first to William Morris-CAA, rather than to counsel for the Civil Rights Plaintiffs as contemplated by the court-ordered discovery email protocol. Washington contacted Rowe and produced those letters to him in June 2013.

19. Since then, Rowe has demanded that the Gary Lawyers return their complete file on the Civil Rights Action. Gary has refused, asserting that the entire file was destroyed in a hurricane. Gary has not provided any details of the storm, however, and upon information and belief, Gary has intentionally destroyed the file in order to conceal his wrongdoing.

THE PARTIES

20. Plaintiff Leonard Rowe, an individual, is a citizen of Georgia who resides in Johns Creek, Georgia. He was a plaintiff in the Civil Rights Action.

21. Plaintiff Rowe Entertainment, Inc. is a Georgia corporation that maintains its principal place of business in Johns Creek, Georgia. It was a plaintiff in the Civil Rights Action.

22. Plaintiff Lee King, an individual, is a citizen of Mississippi who resides in Ridgeland, Mississippi. He was a plaintiff in the Civil Rights Action.

23. Plaintiff Lee King Productions, Inc. is a Mississippi corporation that maintains its principal place of business in Ridgeland, Mississippi. It was a plaintiff in the Civil Rights Action.

24. Defendant Gary, Williams, Parenti & Watson, P.L.L.C., formerly known as, *inter alia*, Gary, Williams, Parenti, Finney, Lewis, McManus, Watson & Sperando, P.L. (the "Gary Law Firm"), is a Florida professional limited liability company that maintains its principle place of business in Stuart, Florida and whose members are citizens of Florida.

25. Defendant Willie E. Gary, an individual, is a citizen of Florida who resides in Stuart, Florida. Willie E. Gary is, at all times relevant to this action was one of two managing members of the Gary Law Firm.

26. Defendant William C. Campbell, an individual, is a citizen of Georgia who resides in Atlanta, Georgia. At all times relevant to this action he was a member, partner, associate, employee or independent contractor of the Gary Law Firm.

27. Defendant Sekou M. Gary, an individual, is a citizen of Florida who resides in Stuart, Florida. At all times relevant to this action he was a member, partner, associate, employee or independent contractor of the Gary Law Firm.

28. Defendant Tricia P. Hoffler, an individual, is a citizen of Georgia who resides in Atlanta, Georgia. At all times relevant to this action she was a member, partner, associate, employee or independent contractor of the Gary Law Firm.

29. Defendant Maria Sperando, an individual, is a citizen of Florida who resides in

Stuart, Florida. At all times relevant to this action she was a member, partner, associate, employee or independent contractor of the Gary Law Firm.

30. Defendant Lorenzo Williams, an individual, is a citizen of Florida who resides in Stuart, Florida. Lorenzo Williams, at all times relevant to this action, was one of the two managing members of the Gary Law Firm.

JURISDICTION AND VENUE

31. This Court has federal question subject matter jurisdiction pursuant to 28 U.S.C. § 1331 over Plaintiffs' RICO claims under 18 U.S.C. § 1961, *et seq*. Plaintiffs' state law claims arise out of the same case or controversy as their federal law claims, as all claims in this action arise out of a common nucleus of operative facts. Thus, the Court also has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

32. Venue is proper in this district under (i) 18 U.S.C. § 1965(a) because two of the defendants against whom the RICO Claims are asserted, William C. Campbell and Tricia P. Hoffler, reside in this district; and (ii) 28 U.S.C. § 1391(b)(2) because a substantial number of events giving rise to this action occurred in this district.

BACKGROUND

A. The Gary Law Firm.

33. Willie Gary is a successful trial lawyer who has won multi-million dollar jury awards against many large U.S. companies. Although he is an experienced and talented lawyer who has helped many clients obtain just compensation for wrongful injuries, he and his firm place their own pecuniary interests above those of their clients. Where they have an opportunity for financial gain at the expense of their clients, they do not hesitate to engage in fraud and other unlawful practices for their own personal benefit.

B. The Ford/Visteon Case.[1]

34. In the spring of 2002, three women were prosecuting gender discrimination lawsuits in Michigan state court against the Ford Motor Company ("Ford") and/or one of Ford's suppliers, Visteon Corporation. Those gender discrimination plaintiffs (the "Original Ford Plaintiffs") were represented by Michigan counsel, Rundell and Nolan, LLP ("Michigan Counsel"). Unbeknownst to the Original Ford Plaintiffs, Michigan Counsel retained the Gary Lawyers as co-counsel.

35. After being retained as co-counsel, the Gary Lawyers negotiated a global settlement with Ford and/or Visteon, which resolved not only the gender discrimination claims of the Original Ford Plaintiffs but potential gender discrimination claims of 39 similarly situated female employees or former employees (the "Similarly Situated Claimants"). The terms of the global settlement provided for a global settlement payment in an amount substantially in excess of $51.5 million.

36. In July 2002, without the knowledge and consent of the Original Ford Plaintiffs or the Similarly Situated Claimants (collectively, the "Ford Clients"), the Gary Lawyers entered into a binding settlement agreement with Ford and/or Visteon.

37. After entering into the global settlement agreement, the Gary Lawyers discovered that they had never executed retainer agreements with the Ford Clients. The Gary Lawyers immediately sent one-third contingency retainer agreements to the Ford Clients and fraudulently induced them into executing those agreements by failing to disclose that a global settlement had already been reached.

[1] The allegations set forth in paragraphs 34-43 are made upon information and belief based on the allegations set forth in the Third Amended Complaint in *Kubik, et al. v. Willie Gary, et al.*, Civil Action No. 03-733350 (E.D.Mich.).

38. Once the contingency retainer agreements had been signed, the Gary Lawyers met with the Ford Clients individually to discuss a settlement "offer" being made to them individually. In fact, the global settlement had already been reached and no "offer" was being made by either Ford or Visteon at the time the Gary Lawyers met with their Ford Clients. The Gary Lawyers fraudulently concealed these facts from their Ford Clients, never divulging the actual details of the global settlement. They falsely represented that the amount of the global settlement was $51.5 million less than the actual amount Ford/Visteon had agreed to pay.

39. During their meetings with each of the Ford Clients, the Gary Lawyers falsely represented that Ford and/or Visteon had made an individual settlement "offer" of a particular dollar amount. In fact, the Gary Lawyers themselves determined the amount of those purported "offers" without any involvement of either Ford or Visteon. The Gary Lawyers concealed these facts from their Ford Clients, however, and falsely represented that the individual settlement offers had been determined by Ford and/or Visteon.

40. By fraudulently concealing that the global settlement had already been reached and failing to disclose the terms of that settlement, the Gary Lawyers fraudulently induced the Ford Clients into releasing Ford and Visteon for all claims in return for individual settlement "offers" that were exclusively formulated by the Gary Lawyers.

41. The Gary Lawyers pressured the Ford Clients into accepting the purported "offers" and thereafter deduced fees that exceed the one-third contingency fee provided for under the retainer agreements.

42. By fraudulently representing that the amount of the global settlement was $51.5 million less than the actual global settlement amount, the Gary Lawyers retained 100% of that $51.5 million portion of the settlement amount. They also retained more than one-third of the

remaining portion of the global settlement amount.

43. In September 2003, the Ford Clients commenced an action against the Gary Lawyers in the United States District Court for the Eastern District of Michigan, *Kubik, et al. v. Willie Gary, et al*., Civil Action No. 03-733350 (E.D.Mich.). After the court denied the Gary Lawyer's motion to dismiss and granted the Ford Clients' motion to compel discovery, the Gary Lawyers entered into a settlement with the Ford Clients, the terms of which are confidential.

C. The Civil Rights Action.

1. Racial Discrimination in the Concert Promotion Business.

44. The modern concert promotion business traces its roots to the late 1960s and early 1970s when an explosion in popular music combined with technological advances in communication and transportation made it possible for musical artists to undertake a series of live performances over a period of weeks or months in cities throughout the country. Independent promoters began working with musical artists and their talent/booking agents to organize and manage these concert tours. Over the next several decades, the concert business exploded and, as of 2014, it is now a $24 billion annual business.

45. Leonard Rowe and the other Civil Rights Plaintiffs were among the few African Americans who entered the concert promotion business at its inception in the early to mid-1970s. By the mid-1990s, Rowe and other black promoters noticed that while they were making solid middle-class livings, their white counterparts who had entered the industry at about the same time had become wealthy from reaping profits generated by the expanding market for successful white and black musical performers.

46. The black concert promoters asked themselves how this disparity had come about. They realized that they were never allowed to promote the tours of the most successful musical

acts. In fact, they were never allowed to work on the tours of any white artists. While they made their living working with new or struggling black artists, once a black artist achieved a certain level of popularity, white promoters took over management of their concert tours. Rowe, for example, worked with black musical artists such as Michael, Jackson, Prince, Whitney Houston, Janet Jackson, Lionel Richie, Patti Labelle, and Barry White when they were starting their careers.

47. Once these black artists started to receive widespread public attention, however, they signed with white booking agencies and their concert tours were redirected to white promoters. As a result, Rowe and other black promoters are denied participating in the lucrative profits to be earned from promoting concert tours of even black performers long before they become superstars. Ironically, because it is relatively easy to fill large concert venues for performers that have already achieved celebrity status, black promoters face significantly greater challenges, and receive significantly less remuneration, in promoting the struggling black performers to which they are restricted than their white counterparts, who are given virtually exclusive rights to promote the most successful performers regardless of race.

48. Rowe and the other black promoters realized that the artists themselves generally were not responsible for this denial of access. An artist's selection of a "talent" or "booking agent," however, is one of the most important factors in determining that artist's success. The largest and most successful booking agencies have the financial resources and contacts in the entertainment industry to either make or break promising musical artists who have attracted a loyal fan-base and favorable critical reviews. Thus, once a musical artist achieves enough success to attract the interest of one of the major booking agencies, that artist generally "signs" with a booking agency and henceforth relies on its booking agent to control most aspects of his or her career.

49. The William Morris Agency, now known as William Morris Endeavor Entertainment, LLC ("William Morris"), was founded 116 years ago, in 1898, and has been one of the most dominant booking agencies throughout Hollywood's history. Its corporate culture was forged during the pre-civil rights era when overt racial discrimination and segregation was generally accepted. For most of its history, black musical artists were overtly denied the same opportunities as their white counterparts and there were no African Americans employed on the business side of the industry. Indeed, prior to 1961, William Morris had an explicit practice of not hiring African Americans as agents or executives. Although some African Americans were employed in lower level positions, they could not be promoted to be agents or higher level executives.

50. Although most American popular music has traced its roots to African American musicians since at least the 19th century, African American musicians were historically excluded from the commercial music business. With the advent of mass-produced musical records in the 1920s and 1930s, the all-white music industry took advantage of a marketing opportunity by selling black performers' "race records" to African American communities. William Morris and the all-white music industry seldom allowed black recording artists to "cross-over" to a general audience. When pioneering black musicians were creating the new genre of rock and roll in the 1950s, for example, the music industry promoted white imitators to huge popular success while the original black artists were relegated to marginal venues and markets. Not until the advent of the 1960s civil rights movement did the music industry start to market some black performers to the general public. While African American musicians have more opportunities to "cross-over" into the mainstream today, African Americans continue to be generally excluded from the business side of the industry, with only a few token African Americans employed as talent agents by William Morris and the other dominant booking agencies.

51. Creative Artists Agency ("CAA") was formed in 1975 by five William Morris talent agents and has grown to be one the largest and most powerful booking agency in the world. Continuing the cultural traditions of William Morris, CAA talent agents have always consisted primarily of white men and CAA has always operated within the same white-dominated culture, with vestiges of the overt racism from the pre-civil rights era, as William Morris.

52. In 1996, Rowe and other black promoters formed the Black Promoters Association of America (the "BPA") for the purpose of rectifying the lack of access afforded to black promoters by William Morris-CAA. Rowe was elected President of the BPA and, for the next two years, the BPA under Rowe's leadership conducted a public relations and lobbying campaign to pressure William Morris-CAA into eliminating the color bar which denied black promoters equal access to contract with white musical acts and successful black musical acts.

2. Commencement of the Civil Rights Action.

53. By the summer of 1998, Rowe and the BPA had become discouraged with the lack of progress being made by their public relations and lobbying campaign. William Morris-CAA was still giving the most lucrative concert tours to white promoters and relegating black promoters to the tours of new or struggling black performers. Rowe discussed the possibility of a civil rights action against William Morris-CAA with a New York music lawyer, Robert Donnelly. Donnelly referred Rowe to Martin Gold, a prominent New York civil litigator with the firm Gold, Farrell & Marks ("GFM").

54. In September 1998, Rowe met with Gold and other GFM lawyers. Gold and his team conducted an independent investigation of the BPA's allegations of racial discrimination in the concert promotion business. They concluded that there was pervasive racial discrimination not only by William Morris-CAA but also by other booking agencies and the white concert

promoters who conspired with agents from the booking agencies and benefited by their discriminatory practices. Gold's team also determined that the booking agents and white concert promoters were violating federal and state anti-trust laws by segmenting the market into exclusive geographic territories and excluding the black promoters from those territories. On or about October 1998, GFM entered into a contingency agreement with the Civil Rights Plaintiffs under which GFM would retain one-third of any recovery after deducting all expenses, which were to be paid from an escrow account funded by the Civil Rights Plaintiffs.

55. On November 19, 1998, before GFM had commenced the Civil Rights Lawsuit, Rowe received a phone call from CAA talent agent Rob Light, who informed Rowe that Light had just been promoted to the head of CAA's concert division. Light had previously indicated to Rowe that he was sympathetic to the BPA's allegations and that changes in the concert promotion business were overdue. When he called on November 19, 1998, Light said that once he returned from a trip to Hawaii, he intended to use Rowe to promote musical "pop" acts, which are generally white musical acts to which black promoters previously did not have access. Light said that upon his return, he wanted Rowe to "come out to LA" to meet with Light and his boss, so they "could get that done," *i.e.*, arrange for Rowe to start promoting white "pop" acts.

56. After his phone call from Light, Rowe called Martin Gold to report the news that the BPA's public relations and lobbying campaign might be finally yielding results. After learning of CAA's intention to start lifting the color bar by using Rowe to promote white "pop" acts, however, Gold immediately filed a complaint commencing the Civil Rights Action without authorization from Rowe or the other Civil Rights Plaintiffs. That complaint was filed on November 19, 1998, the same day as Light's phone call to Rowe.

57. The filing of the Civil Rights Action against CAA and other defendants eliminated any possibility that Light would follow-through on his promise to use Rowe to promote white "pop" acts. Rowe never heard from Light again until Light was deposed years later in the Civil Rights Action.

58. When Rowe confronted Gold about the unauthorized filing of the Civil Rights Action, Gold told Rowe that Light's offer was nothing more than "tokenism" and that only litigation such as the Civil Rights Action could meaningfully correct William Morris-CAA's deeply-embedded racially discriminatory business practices, policies, and procedures. Gold said that the Civil Rights Action was GFM's most important case and that Gold would personally handle or supervise all aspects of the litigation. Gold told Rowe that the complaint's demand of $750 million represented a realistic damage award and that he expected the Civil Rights Action to result in fees to his firm in the amount of hundreds of millions of dollars.

3. The Civil Rights Action Survives Dismissal.

59. After the Civil Rights Action was commenced, Gold told Rowe and the other Civil Rights Plaintiffs that William Morris-CAA and the other defendants would be unwilling to engage in expensive discovery and risk a huge jury verdict if the Civil Rights Action could survive motions to dismiss. Gold explained that if the case could survive dismissal, a large settlement was likely.

60. In May 1999, the court granted the defendants' motions to dismiss, resulting in the dismissal without prejudice of most of the claims asserted in the original complaint. On August 9, 1999, however, an amended complaint was filed, and in July 2000, the court denied in substantial part William Morris-CAA's motions to dismiss the amended complaint. Gold predicted that a large settlement offer would be forthcoming.

61. No settlement offer materialized. Notwithstanding Gold's assurance that the Civil Rights Action was his most important case, he became less available to the Civil Rights Plaintiffs over the next several months. Decision-making responsibility for the case appeared to have been transferred to a less senior RubinBaum partner, Ray Heslin, and day-to-day issues were handled by a younger associate lawyer, Richard Primoff. The Civil Rights Plaintiffs also learned that in July 1999 GFM had been acquired by a larger New York City firm, RubinBaum, and that both GFM and RubinBaum had institutional clients in the entertainment industry.

62. By the spring of 2001, the Civil Rights Plaintiffs were disappointed with the lack of progress in the case. They became concerned that RubinBaum's ties to the entertainment industry might be preventing the RubinBaum lawyers from aggressively litigating a major racial discrimination case against some of the industry's most powerful players.

4. Retention of the Gary Law Firm and its Lawyers.

63. In April 2001, two events occurred that would alter the course of the Civil Rights Action. First, Rowe was in Los Angeles for a BPA-sponsored picket line in front of CAA's Beverly Hills offices in an attempt to attract public attention to CAA's discriminatory practices and the Civil Rights Action. A CAA employee approached Rowe and asked to meet later that day at a less conspicuous location. At that meeting, she told Rowe that racially derogatory language was commonplace within CAA's music division and that emails from the talent agents in that division often contained racially derogatory terms. She expressed support for the Civil Rights Action and suggested that Rowe attempt to obtain the emails, although she refused to disclose her identity out of fear of reprisals from CAA.

64. Second, when Rowe returned to his hotel at the end of the day, he watched an episode of the CBS television newsmagazine *60 minutes II*. One of the episode's segments

profiled Willie Gary, describing him as the "Giant Killer" because of his string of hundred million dollar plus victories against major U.S. corporations. The show explained that Gary, the son of poor, black migrant workers, had achieved his success by fearlessly pursuing aggressive litigation strategies against the largest and most powerful corporations. Interviewed by CBS correspondent Morley Safer, Gary boasted, "It's war when we file those papers . . . No more nice guy – I'm in a fight and I can't stand to lose." Gary also explained that a recent jury award of $240 million against entertainment giant The Walt Disney Company had enabled him to create a "war chest" to finance several ongoing discrimination suits, including a major racial discrimination suit against Microsoft.

65. When Rowe returned to Atlanta, he called RubinBaum lawyer Richard Primoff to report his conversation with the anonymous CAA-employee. Rowe expected Primoff to be excited about the information and to immediately agree to seek production of emails from William Morris-CAA and the other defendants. Primoff didn't want to focus on the emails, however, asserting that doing so would be a costly waste of time. Rowe insisted on speaking with Heslin and Gold. To Rowe's surprise and disappointment, both Heslin and Gold agreed with Primoff that the emails should not be made a priority.

66. Frustrated with RubinBaum's non-aggressive approach, lack of progress, and apparent philosophical conflict, Rowe decided that he and the other Civil Rights Plaintiffs needed an aggressive lawyer on their side who was as fearless as Willie Gary. Rowe learned that Gary was in Atlanta for a trial and he arranged a meeting at the state courthouse. Gary immediately expressed interest in the Civil Rights Action and agreed that it was critical to obtain emails from William Morris-CAA and the other defendants. In subsequent calls and meetings, Gary explained that he needed New York co-counsel and that RubinBaum was the logical choice in light

of its experience with the case. Gary assured Rowe and the other Civil Rights Plaintiffs, however, that he would be the primary trial lawyer and that he and his team of lawyers at the Gary Law Firm would make sure that the case was aggressively litigated at every stage.

67. Gary subsequently negotiated directly with RubinBaum regarding the terms of the Gary Lawyers appearing in the Civil Rights Action. Gary and Gold jointly presented to the Civil Rights Agreement a revised retainer agreement, which was finalized and executed on or about June 20, 2001. Under that agreement, the total contingency fee was increased from 33-1/3% to 48%. In addition, at Gary's insistence, the contingency fee was no longer calculated on the net recovery, after expenses had been deducted, but on the gross recovery, before expenses were deducted. Rowe objected, but Gary insisted that it was a condition for his appearance in the case. Under the new retainer agreement, the Civil Rights Plaintiffs continued to be responsible for 100% of all expenses, although Gary also agreed to advance $1 million to the disbursement escrow account "at such times and in such amounts as in Gary's judgment shall be necessary and desirable."

68. The retainer agreement also specified the division of responsibilities between the lawyers. The agreement expressly provided that the Gary Law Firm and RubinBaum would have joint responsibility for

> pre-trial discovery procedures, including document discovery and depositions: . . . each devoting the necessary time to conduct discovery procedures. . . [although] RubinBaum will coordinate and take the lead in discovery procedures.

69. Shortly after the retainer agreement was executed, the Gary Law Firm issued a press release announcing that the "Giant Killer" was entering the Civil Rights Action on behalf of the Civil Rights Plaintiffs and that Gary had increased the demand for damages from $750 million

to $3.5 billion. Gary told Rowe and the other Civil Rights Plaintiffs that he expected the Civil Rights Action to be his biggest victory.

70. The Gary Lawyers subsequently appeared in the Civil Rights Action as counsel to the Civil Rights Plaintiffs. In particular, on July 24, 2001, Maria Sperando, a member of the New York bar, filed a Notice of Appearance; on August 1, 2001, Willie Gary and Lorenzo Williams filed motions for admission *pro hac vice*, which were granted on August 15, 2001; on August 17, 2001, Tricia Hoffler filed a motion for admission *pro hac vice* and she was admitted on January 28, 2003; on January 27, 2003, Sekou M. Gary filed a motion for admission *pro hac vice*, which was granted on January 28, 2003; and on February 18, 2003 William Campbell was admitted.

5. The Request for Emails and William Morris-CAA's Motion for a Protective Order to Avoid Producing Them.

71. Even before the Gary Law Firm was retained, Rowe insisted that the RubinBaum lawyers start demanding production of emails from William Morris-CAA and the other defendants. Gary and Heslin recommended that the Civil Rights Plaintiffs retain an e-discovery firm, Electronic Evidence Discovery, Inc. ("EED"), as a consultant to assist obtaining the emails. Between July and October, EED, the RubinBaum lawyers, and the Gary Lawyers conducted a series of meetings and telephone conferences with counsel for William Morris-CAA and other defendants in an attempt to agree upon a method to search for and produce relevant emails. The parties could not reach agreement, however, and in September 2001, William Morris-CAA and other defendants filed motions for a protective order to avoid producing the requested emails.

72. Concerned that Heslin and the other RubinBaum lawyers would not aggressively oppose William Morris-CAA's efforts to avoid producing the emails, Rowe spoke to Willie Gary personally on several occasions in the fall and early winter of 2001 about the importance of

obtaining the emails and defeating the defendants' motions. Rowe emphasized to Gary that the critical email mailboxes that had to be searched were those of agents in the music departments of William Morris-CAA and the other booking agency defendants. Rowe and the other Civil Rights Plaintiffs worked with those agents regularly and therefore knew their names and contact information. Rowe gave Gary and Primoff a list of the critical agents that Rowe believed, based on his interaction with them, were likely to contain racially derogatory terms. Rowe also pointed out that the anonymous CAA employee who contacted Rowe in Los Angeles had said that the use of racially derogatory terms was commonplace in the music division of CAA.

73. Gary assured Rowe that Gary and the other Gary Lawyers were actively involved in opposing defendants' motions and that every effort was being made to defeat the motions and obtain the emails of the critical agents in William Morris-CAA's music divisions. During these conversations, Gary told Rowe that the motions for a protective order were actually a positive development, because they confirmed what Rowe had been told by the anonymous CAA-employee -- that the emails from the music agents would contain racially disparaging terms conclusively proving William Morris-CAA's discriminatory practices. Gary also told Rowe that the defendants could not afford to produce the emails because doing so would irreparably damage William Morris-CAA's reputation and public image. Gary explained that if the court denied the motions for a protective order, which Gary expected, William Morris-CAA and the other defendants would have no choice but to settle for at least $1 billion.

6. The Court-Ordered Email Discovery Protocol.

74. On January 16, 2002, the Magistrate Judge assigned to oversee discovery in the Civil Rights Action, Hon. James C. Francis IV, issued a decision finding that the requested emails were relevant and discoverable but held that the Civil Rights Plaintiffs would have to bear the cost

of conducting electronic searches of the defendants' emails. The decision sets forth the following "protocol" for finding and producing the requested emails (the "Email Discovery Protocol"):

(i) The Civil Rights Plaintiffs designate an e-discovery expert to conduct the searches (the "E-Discovery Expert"), who will be bound by the court's confidentiality order.

(ii) Defendants technical staff will assist the E-Discovery Expert obtain the "mirror image" of any hard drive containing emails as well as any back-up tapes.

(iii) Counsel to the Civil Rights Plaintiffs will provide advance notice of the search procedures, including specific word searches, to defense counsel. Defendants may object.

(iv) Once the search method has been established, the E-Discovery Expert will run the search and produce the resulting emails to counsel for the Civil Rights Plaintiffs on an "attorneys-eyes-only" basis.

(v) Counsel for the Civil Rights Plaintiffs will review the resulting emails, select the emails that they believe are material to the case, and forward the material emails to defense counsel.

(vi) Defense counsel will then review the selected emails and designate any privileged emails, which are then removed unless a dispute about the designation results in a finding that the email is not privileged. The fact that counsel for the Civil Rights Plaintiffs reviewed the emails does not constitute waiver of the privilege.

(vii) If any defendant desires to conduct a privilege review before emails are produced to counsel for the Civil Rights Plaintiffs, it must review its hard drives and back-up tapes at its own expense, remove privileged emails and provide a privilege log and a redacted hard drive and tapes.

75. The Civil Rights Plaintiffs objected to that portion of the Magistrate's decision shifting the cost of conducting the email search to them. On May 5, 2002, the Judge assigned to the Civil Rights Action, Hon. Robert P. Patterson, denied those objections and affirmed the Magistrate's January 16, 2002 decision.

7. Settlement with Clear Channel/SFX and Other Defendants.

76. In early 2002, Gary told Rowe that there was a possibility of a settlement with most of the white concert promoter defendants through Clear Channel Communications, Inc. ("Clear Channel"). Although Clear Channel was not a defendant, in 2000 it acquired defendant SFX Entertainment, Inc. ("SFX"), which had previously acquired most of the white concert promoter defendants. Clear Channel therefore controlled most of the white concert promoter defendants.

77. Gary told Rowe that RubinBaum lawyer Ray Heslin was a close friend of one of ClearChannel's in-house lawyers and that Heslin's relationship could facilitate a fair settlement. The Civil Rights Plaintiffs agreed to mediate and in the spring of 2002, a mediation conducted at which Gary, Heslin, and Rowe attended. The mediation was unsuccessful because Rowe and the other Civil Rights Plaintiffs thought ClearChannel's final offer was too low. Shortly thereafter, however, Gary called Rowe to say that Clear Channel was willing to marginally increase its settlement offer.

78. Although Rowe thought the offer was still too low, Gary strongly recommended accepting the offer. Gary said that settling with Clear Channel would provide a "war chest" that would allow Gary and his team to go after "big fish," William Morris and CAA, for billions. Rowe and the other Civil Rights Plaintiffs agreed and the Clear Channel settlement was finalized in mid-May 2002, shortly after Judge Patterson affirmed the Magistrate's cost-shifting decision for the email discovery.

79. On June 1, 2002, RubinBaum announced that it had merged with the national law firm Sonnenschein Nath & Rosenthal ("SNR"), a large law firm with major clients in the entertainment industry.

80. The Gary Lawyers and the SNR Lawyers (formerly the RubinBaum Lawyers) subsequently negotiated settlements with some of the smaller booking agency defendants.

8. The Email Search Results.

81. After the Magistrate's cost-shifting decision was affirmed on May 5, 2002, the Civil Rights Plaintiffs designated EED as their E-Discovery Expert under the court-ordered Email Discovery Protocol. SNR lawyer Primoff informed Rowe that EED would charge a flat fee of $200,000 for the work required under the Email Discovery Protocol. The Civil Rights Plaintiffs agreed to pay that fee by deducting it from their share of the Clear Channel settlement.

82. Over the next five months, Rowe and the other Civil Rights Plaintiffs repeatedly inquired of the Gary Lawyers and the SNR Lawyers about the status of the email search. They were repeatedly told that the protocol was being followed and that the search results had not yet been obtained. Gary personally told Rowe in phone conversations between May and October 2002 that the court-ordered Email Discovery Protocol was being followed and that Gary expected the results to produce the "smoking gun" evidence that would force William Moriss-CAA and the other remaining defendants to capitulate. Gary also told Rowe that SNR Lawyers Heslin and Primoff were taking the lead with the email discovery because they were knowledgeable about the technical issues and they were located in New York, where William Morris-CAA's lawyers were also located.

83. In mid-October 2002, Rowe called Primoff for a status report on the email discovery. Primoff told Rowe that the searches had been completed but no relevant emails had been found on any of the defendants' hard drives or back-up tapes. Primoff said that he could not provide any additional information about the search results because the emails were "attorneys-eyes-only" pursuant to the court-ordered Email Discovery Protocol. Primoff said that

he was not surprised with the lack of relevant emails, pointing out that he, Heslin, and Gold had always warned that focusing on emails would be a waste of time. Primoff told Rowe that the $200,000 paid to EED to conduct the email search had been wasted.

84. Rowe was shocked, however, and he immediately called Gary to discuss the bad news from Primoff. In contrast to Primoff's "I told you so" demeanor, Gary expressed surprise that the search had not yielded any relevant emails. Gary said that the SNR Lawyers had not even informed him that the email searches had been completed. Gary said he would make further inquiries and report back to Rowe, although he also stated that if Primoff's report was true, it appeared as if the $200,000 spent on EED had been a waste of money.

9. Rowe's Accidental Discovery of the E-Discovery Memorandum.

85. On October 15, 2002, Rowe traveled to New York for a meeting with the SNR Lawyers that had been scheduled prior to Rowe's call with Primoff. While Rowe was there, he met with Heslin to discuss the case and try to learn more about the email search results. During their meeting, Heslin received a phone call on another matter and turned around in his desk chair for a few minutes to complete the call. While Rowe waited, he noticed a memorandum from EED was among the many papers on Heslin's desk. The subject of the memorandum was the Civil Rights Action and the first page appeared to summarize the number of times racially derogatory terms such as "nigger," "spook," "spade," and "coon," appeared in emails of William Morris-CAA employees.

86. When Heslin finished his call, Rowe pointed to the memorandum (the "E-Discovery Memorandum") and asked about its reference to hundreds of racially derogatory terms. Visibly shaken, Heslin grabbed the memorandum and hid it from Rowe's view, shouting

that Rowe was not supposed to know about the memorandum because it was "attorneys-eyes-only." Rowe demanded an explanation as to how Heslin could report that the email search yielded no results when the E-Discovery Memorandum's first page apparently indicated that the word "nigger" appeared hundreds of times in William Morris-CAA emails. Heslin refused to answer or engage in further discussion of the E-Discovery Memorandum or other aspects of the email search results.

87. Rowe left the SNR offices and immediately called Gary. Gary said he had not seen the E-Discovery Memorandum and that none of the SNR Lawyers had disclosed its existence to him or the other Gary Lawyers. Rowe expressed concern that SNR might be part of a conspiracy to cover-up "smoking gun" email evidence of William Morris-CAA's discriminatory practices. Gary considered this possibility, but he explained that with SNR's acquisition of RubinBaum, the previous philosophical conflict had become much more severe. Gary speculated that Heslin's inaction on the E-Discovery Memorandum might reflect that conflict. Gary also speculated that the conflict might soon force SNR Lawyers to withdraw from the case.

10. Gary Assures the Civil Rights Plaintiffs that the E-Discovery Memorandum Guarantees Success.

88. The following day, October 16, 2002, Gary called Rowe to report that Heslin had faxed the E-Discovery Memorandum to Gary. Gary reported that the E-Discovery Memorandum was the "smoking gun" evidence that they had hoped the email search would find, although Gary said that he could not give Rowe or the other Civil Rights Plaintiffs a copy of the memorandum in light of the "attorneys-eyes-only" provision of the Email Discovery Protocol. Gary nevertheless represented that the $200,000 spent by the Civil Rights Plaintiffs to finance the email search was "money well spent" because the E-Discovery Memorandum guaranteed success, either through a

large settlement after the defendants' motions for summary judgment were defeated or through an even larger jury verdict at trial. Gary also promised that notwithstanding Heslin's false report about the lack of email search results, he and the Gary Law Firm would make sure that the SNR Lawyers henceforth would give their full attention to representing the Civil Rights Plaintiffs without regard for any actual or philosophical conflict. That was precisely why Rowe and the other Civil Rights Plaintiffs had hired Gary and they felt reassured by his representations.

11. SNR Withdraws after Gary Insists that the Civil Rights Plaintiffs Reject a $20 Million Settlement.

89. Soon after Rowe's accidental discovery of the E-Discovery Memorandum, Heslin asked Rowe to travel to New York for a meeting to discuss an important development in the case. Heslin wouldn't disclose the development over the phone, but assured Rowe that it was important and that everything would be explained at the meeting. Rowe agreed.

90. In November or early December 2002, Rowe and fellow Civil Rights Plaintiff Lee King traveled to New York for the meeting. They met with Heslin and other SNR Lawyers, although neither Gold nor anyone from the Gary Law Firm was present. Heslin told Rowe and King that William Morris-CAA and the other remaining defendants had indicated they would accept an "Offer of Judgment" of $20 million. Heslin explained that an Offer of Judgment was a formal settlement demand that gave the defendants the absolute right to settle the case for the amount specified in the offer. Heslin and the other SNR Lawyers strongly recommended that the Civil Rights Plaintiffs make the Offer of Judgment, which would bring the Civil Rights Action to a close.

91. Rowe asked what Gary thought about the proposed settlement. Heslin reported that Gary was not involved and had not been consulted about the settlement. Rowe excused

himself from the meeting and called Gary in private from a hallway in the SNR office. Gary told Rowe that the SNR Lawyers' proposed $20 million was ludicrous because the E-Discovery Memorandum guaranteed that the case would survive summary judgment and would thereafter either settle for around $1 billion or result in a jury verdict of up to $3.5 billion. Gary told Rowe to reject SNR's proposal and "get out of there fast!"

92. Rowe told Gary that a $20 million settlement would be a life-altering settlement for the Civil Rights Plaintiffs and it was very difficult to reject such a settlement. Gary said that although a $20 million settlement would make Rowe and the other Civil Rights Plaintiffs "millionaires," that would only provide a temporary respite from financial pressures in today's economy. Gary said that the Civil Rights Plaintiffs stood to win at least 50 times that amount at trial and that they could win more than 150 times that amount. Gary said that the Civil Rights Plaintiffs would be fools to accept a few million dollars when they were virtually assured of becoming billionaires.

93. Relying on Gary's representations, Rowe and King told Heslin and the other SNR Lawyers that the Civil Rights Plaintiffs had no interest in a $20 million settlement with the principal defendants, William Morris-CAA. Rowe and King returned to their homes in Georgia and Mississippi, respectively, and an Offer of Judgment was never made.

94. Shortly thereafter, Heslin called Rowe to say that SNR had decided to withdraw from the case. Under the revised retainer agreement with the Gary Law Firm, SNR was responsible for opposing motions for summary judgment that William Morris-CAA intended to file within a few weeks of Heslin's announcement. Rowe asked whether SNR's withdrawal immediately before the summary judgment motions would prejudice the Civil Rights Plaintiffs. In response, Heslin said that SNR would not remain in the case under any circumstances. Heslin also told Rowe that even if

the Civil Rights Plaintiffs did not consent, his firm would seek permission from the court to withdraw over the Civil Rights Plaintiffs' objections, in which case his firm would say that they had concluded the case had no merit. With respect to the forthcoming summary judgment motions, Heslin said that the Gary Law Firm was fully capable of opposing the motions. Rowe agreed to discuss the issue with the other Civil Rights Plaintiffs and Gary.

95. Gary told Rowe that he didn't need the SNR Lawyers and that their decision to withdraw was "good riddance," especially because they apparently had been working against the Civil Rights Plaintiffs' interests ever since SNR acquired RubinBaum. Gary assured Rowe not to be concerned about the summary judgment motions since the E-Discovery Memorandum, which SNR had tried to conceal, guaranteed that those motions would be denied.

96. On December 19, 2002, Rowe and most of the other Civil Rights Plaintiffs signed written consents to SNR's withdrawal. Logistical issues prevented SNR from filing a motion for withdrawal until March 5, 2003. The court granted that motion on April 15, 2003. The SNR Lawyers stopped all substantive work on the case, however, on December 19, 2002 when they obtained the Civil Rights Plaintiffs' written consent to withdraw. At approximately that time, the SNR Lawyers sent all of their case files to the Gary Law Firm.

97. The Gary Law Firm was exclusively responsible for all aspects of prosecuting the Civil Rights Action after December 19, 2002.

12. The Gary Law Firm Fails to Defeat William Morris-CAA's Motions to Exclude Expert Testimony.

98. On December 31, 2002 William Morris-CAA moved to strike the expert report and proposed testimony of Dr. Joseph R. Feagin, the Civil Rights Plaintiffs' expert on race issues and sociology, who had concluded that William Morris-CAA underutilized the Civil Rights Plaintiffs

as concert promoters due to racial discrimination. On February 25, 2003, William Morris-CAA moved to strike the report and proposed testimony of Dr. Gerald Jaynes, the Civil Rights Plaintiffs' expert on economics of racial discrimination.

99. The Gary Law Firm opposed these motions, although upon information and belief, the Gary Lawyers made mistakes in filing the opposition papers and failed to adequately defend the experts' reports and proposed testimony.

100. On September 16, 2003, the court granted William Morris-CAA's motion to strike the expert report and proposed testimony of Dr. Jaynes. On October 3, 2003, the court granted William Morris-CAA's motion to strike the expert report and proposed testimony of Dr. Feagin.

101. The Gary Law Firm did not tell the Civil Rights Plaintiffs that the court had stricken the expert reports and excluded the proposed expert testimony. Rowe learned of the court's decision at a subsequent hearing at which Judge Patterson referred to the exclusion of the expert testimony. Gary then told Rowe that the exclusion of the expert testimony wasn't significant because Gary didn't need expert witnesses to defeat the motions for summary judgment or to convince a jury to return a multi-billion dollar verdict. Gary said that although experts were important for a normal case, this was an extraordinary case in which experts were superfluous because the E-Discovery Memorandum proved that William Morris-CAA tolerated a work environment where the use of racially derogatory language was commonplace.

13. The Civil Rights Action is Dismissed Because the Gary Law Firm Fails to Defeat William Morris-CAA's Motions for Summary Judgment.

102. By early April 2003, William Morris-CAA and the other remaining defendants filed motions for summary judgment. When a defendant files a motion for summary judgment, the plaintiff has the burden of submitting admissible evidence in support of the claims alleged in

the complaint. If the evidence raises an issue of fact, the motion must be denied and the disputed issue of fact will be decided at trial. If plaintiffs fail to submit admissible evidence that raises an issue of fact, however, the court has no choice but to grant the motion and dismiss the plaintiffs' claims.

103. Thus, it was incumbent on the Gary Lawyers to submit admissible evidence to support the Civil Rights Plaintiffs' claims in opposition to William Morris-CAA's motions for summary judgment. Local Rule 56.1 required the Gary Lawyers to submit statements of material facts identifying the admissible evidence supporting the Civil Rights Plaintiffs' claims. As such, the Rule 56.1 statements were the most critical aspect of the papers submitted in opposition to motions for summary judgment.

104. Between late February and October 2003, the Gary Law Firm filed opposing memoranda, affidavits and Rule 56.1 statements that did not comply with applicable court rules and failed to cite admissible evidence in support of the Civil Rights Plaintiffs' claims. Because Judge Patterson did not want to penalize the Civil Rights Plaintiffs for the Gary Law Firm's misconduct, he provided the Gary Law Firm with repeated opportunities to correct their errors by submitting revised documents.

105. On June 3, 2003, for example, Judge Patterson issued orders stating that because the Gary Law Firm had failed to submit proper Rule 56.1 statements, the pending motions for summary judgment would be granted unless the Gary Law Firm filed proper statements within 10 days. Although the Gary Law Firm filed revised statements, those revised statements still did not comply with the applicable rules and still failed to cite the evidence that was admissible. William Morris-CAA and the other remaining defendants moved to strike the revised statements on those grounds.

106. Although the Gary Lawyers prepared a set of exhibits purportedly consisting of admissible evidence in support of the Civil Rights Plaintiffs' claims, most of that evidence was either not admissible or did not adequately support the claims. In addition, although the Gary Lawyers served the exhibits on William Morris-CAA, they did not file the exhibits or a complete set of their opposition papers with the court before oral argument was held on October 16, 17 and 20, 2003.

107. At the October 2003 oral argument, Judge Patterson noted that even though he had given the Gary Lawyers a second chance to submit Rule 56.1 statements that complied with the court rules, the Gary Lawyers had failed to do so. On October 16, 2003, for example, Judge Patterson admonished Gary Lawyer Maria Sperando about her failure to comply with court rules and to submit admissible evidence in support of the Civil Rights Plaintiffs' claims:

> I know you say there is no bidding system but you're supposed to show me proof. I had to say that with Mr. Campbell and I have to say it now [to you]. *Dammit. Please adhere to the rules of the court*. You come up here from Florida and you think, I won't say you do, but I do get counsel that come from out of state sometime, they think that they cannot deal with the rules of the court because they will never be before the Court again. Well, that doesn't play. You play right by the rules of this Court. . .
>
> [U]nless you cite me to the record [of admissible evidence], instead you just give me these bal[d] statements, I can't do it and I won't do it. *And you will lose the motion. So you better do it while you have the chance.*

See Transcript of October 16, 2003 hearing at 126:5-25 (emphasis added).

108. A fundamental principle of the summary judgment procedure in federal court is that where a defendant moves for summary judgment, the plaintiff bears the burden of submitting admissible evidence to support the claims set forth in the complaint. At the October 2003 oral argument, however, Sperando attempted to defend her failure to submit admissible evidence by arguing that William Morris-CAA, as the moving parties, had the burden of establishing that

evidence does not exist to support the claims. Clearly shocked by this fundamental error of law, Judge Patterson explained the obligations of a plaintiff opposing a motion for summary judgment as if he was teaching a first year law class:

Judge Patterson:	You have an obligation as a lawyer to get the [admissible] evidence. That's what the three years you have supposed to have been doing [during discovery]. . . . Get the contracts and show that these people were signed by a white person and not by a black person.
Sperando:	In this case today, they are on a motion for summary judgment. They [William Morris-CAA] have the obligation to producing these contracts. If in fact –
Judge Patterson:	*They don't have it until you raise it in a way that makes it clear what you are saying . . . It's your case, you're the plaintiffs. Therefore you have to show that. You have to show it. It's an allegation in your complaint. You have to show it. . . . It's not their obligation.*
Sperando:	If they are moving for summary judgment to show there is no genuine issue of material fact in dispute.
Judge Patterson:	*You have got it all turned around. You're absolutely turned around. It is your obligation to do it*. . . . So you have to show me that there is a dispute [based on admissible evidence].

See Transcript of October 16, 2003 hearing at 148:6 – 149:12 (emphasis added).

109. Over eight months after oral argument, the Gary Lawyers still had not filed their exhibits or a complete set of their opposition papers with the court. On July 20, 2004, Judge Patterson ordered the Gary Lawyers to do so by the following day, July 21, 2004. On July 24, 2004, the Gary Lawyers finally filed a complete set of their opposition papers, including the exhibits that purportedly consisted of admissible evidence in support of the Civil Rights Plaintiffs' claims.

110. On January 5, 2005, Judge Patterson issued a decision granting the motions for summary judgment in their entirety and dismissing the Civil Rights Action with prejudice. In doing so, Judge Patterson also granted the motions to strike the portions of the Gary Lawyers' Rule 56.1 statements that did not comply with court rules. As a result, Judge Patterson did not take into consideration substantial portions of the Rule 56.1 statements and exhibits submitted by the Gary Lawyers.

14. Gary's Fraudulent Misrepresentations Regarding the E-Discovery Memorandum.

111. Notwithstanding Gary's representations that the E-Discovery Memorandum constituted the "smoking gun" that doomed William Morris-CAA's motion for summary judgment, the Gary Lawyers' opposition to those motions did not focus on the E-Discovery Memorandum. On the contrary, the only reference to the E-Discovery Memorandum is in a single paragraph on page 15 of the Gary Lawyers' opposing memorandum:

> 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 [William Morris]. Ex. 31.

See Plaintiffs' Memorandum of Law in Opposition to Booking Agency Defendants' Joint Motion for Summary Judgment at 15.

112. The Gary Lawyers did not provide Rowe or the other Civil Rights Plaintiffs with copies of the summary judgment papers, representing that because the papers discussed "attorneys-eyes-only" evidence, the papers had to be filed with the court under seal and could not be disclosed to the parties.

113. Rowe and fellow Civil Rights Plaintiff Jesse Boseman attended and observed the oral argument conducted in October 2003. When Rowe asked Gary why the E-Discovery

Memorandum was not discussed during the argument, Gary said that Rowe and the other Civil Rights Plaintiffs had to trust their lawyers. Just as Gary wouldn't explain to Rowe how to promote a concert, Rowe had to let his lawyers prosecute the case in the manner that they knew best. Gary reminded Rowe that Gary was the "Giant Killer" and that he had been in these types of situations many times before. Gary also said that because the E-Discovery Memorandum was "attorneys-eyes-only," it could not be discussed during a public court hearing. Gary assured Rowe that notwithstanding Judge Patterson's critical comments at the hearing, everyone knew that the E-Discovery Memorandum and other "attorneys-eyes-only" evidence would defeat the motions for summary judgment.

114. In fact, however, Gary knew that the E-Discovery Memorandum was not subject to the "attorneys-eyes-only" provision of the Email Discovery Protocol. Although that provision was designed to protect potentially confidential business information, nothing in the E-Discovery Memorandum constituted such confidential business information and the Email Discovery Protocol did not prevent the Civil Rights Plaintiffs from learning whether the email search had found racially derogatory terms. Accordingly, nothing prevented either Heslin or Gary from providing the Civil Rights Plaintiffs with a complete copy of the E-Discovery Memorandum. In addition, had the Gary Lawyers obtained the underlying emails, any racial slurs that they contained certainly would not constitute "confidential business information" and the court would have granted an application to lift the "attorneys-eyes-only" provision as to such emails.

115. Accordingly, the "attorneys-eyes-only" provision did not preclude the Gary Lawyers from discussing the E-Memorandum or the underlying racially derogatory emails at the October 2003 oral argument and the Gary Lawyers were well aware of that fact. The Gary Lawyers could not discuss the actual racially derogatory emails, however, because they had failed

to obtain them from EED or to produce them to William Morris-CAA in accordance with the Email Discovery Protocol. Upon information and belief, the Gary Lawyers intentionally failed to do so because they wanted to protect William Morris-CAA from producing those emails.

116. Because a version of the E-Discovery Memorandum had been annexed as Exhibit 31 to the Gary Lawyers' opposition papers, Sperando and the other Gary Lawyers could have raised that memorandum at the October 2003 oral argument. Had they done so, however, the Gary Lawyers knew that Judge Patterson would have immediately ruled that the E-Discovery Memorandum was inadmissible, thereby to Rowe and Boseman, who were in attendance, that Gary's representations regarding that memorandum were false. The Gary Lawyers also knew that Judge Patterson had previously overlooked procedural mistakes of the Civil Rights Plaintiffs' lawyers in order to assure that the Civil Rights Plaintiffs were treated fairly. The Gary Lawyers knew that if they mentioned the E-Discovery Memorandum at oral argument, Judge Patterson might have stayed the summary judgment motions and re-opened discovery so that the underlying emails could be produced and examined by the Court.

117. Gary and the other Gary Lawyers concealed these facts from Rowe and the other Civil Rights Plaintiffs. Knowing that the E-Discovery Memorandum was inadmissible and the underlying emails had never been obtained, Gary nevertheless repeatedly assured Rowe and the other Civil Rights Plaintiffs that "there was no chance" that the motions for summary judgment would be granted in light of the E-Discovery Memorandum. Gary made these knowingly false representations in telephone calls and in-person meetings with Rowe and the other Civil Rights Plaintiffs during the entire summary judgment briefing process, from early 2003 through the oral argument conducted in October 2003.

15. The Gary Lawyers' Destruction of Critical Pages of the E-Discovery Memorandum.

118. Gary Lawyer William Campbell prepared that portion of the summary judgment opposition memorandum that referred to the E-Discovery Memorandum. As set forth, *supra*, at¶ 102, Campbell's only reference to the E-Discovery Memorandum was in one sentence buried on page 15 of a 34-page memorandum, asserting that the "racial epithet 'nigger' had been used 349 times in e-mails of employees of CAA and [William Morris]."

119. The only evidence that Campbell cites in support of that assertion is "Ex. 31," *i.e.*, Exhibit 31 to the Gary Lawyers' summary judgment opposition papers, which was an altered version of the E-Discovery Memorandum. Not only did Campbell know that the E-Discovery Memorandum was not admissible to prove his assertion, he didn't even submit a complete version of the E-Discovery Memorandum as Exhibit 31. On the contrary, Campbell removed, and upon information and belief, destroyed the first and seventeenth pages of the E-Discovery Memorandum. That these pages are missing is apparent from the page numbers printed on the fax header. The first page of Exhibit 31 has the fax header page number "2/18" and page number 16/18" is followed by page number "18/18." Moreover, the first page of Exhibit 31 does not contain the typical memorandum heading information. When Rowe accidentally discovered E-Discovery Memorandum on Heslin's desk, he saw only the first page, which included typical memorandum heading information including a designation that the memorandum had been prepared by EED for the Civil Rights Action.

120. Accordingly, not only did Campbell and the other Gary Lawyers knowingly submit inadmissible evidence, they altered that evidence to make it appear even more unreliable. In particular, without the memorandum's first page, Exhibit 31 does not include anything that would

identify it as a memorandum from EED. In addition, the incomplete version of the memorandum annexed as Exhibit 31 identifies only 76 uses of the racial epithet "nigger." In the opposition memorandum, however, Campbell cites Exhibit 31 in support of the assertion that "nigger" appears 349 times. Rowe also recalls when he saw a glimpse of the first page of the memorandum on Heslin's desk, the first page included a summary indicating that "nigger" was used hundreds of times.

121. Upon information and belief, Campbell and the other Gary Lawyers intentionally destroyed the first and seventeenth pages of the E-Discovery Memorandum because they wanted to conceal the circumstances of how the memorandum was prepared and reduce the number of times the word "nigger" appeared in the emails.

122. Shortly after the Gary Lawyers served William Morris-CAA with the incomplete version of the E-Discovery Memorandum as "Exhibit 31," counsel for William Morris-CAA objected on several grounds, including: (i) the document was clearly inadmissible; (ii) the document violates the E-Discovery Protocol because it reflects an electronic email search that was not disclosed in advance to William Morris-CAA; and (iii) although the opposition memorandum asserts that "nigger" was used 349 times, Exhibit 31 identifies only 79 uses of the word.

123. On May 9, 2003, Campbell sent a letter to defense counsel conceding that Exhibit 31 identifies only 79 uses of "nigger," but disagreeing with the other objections. Mr. Campbell's letter fails to provide any coherent justification for the admissibility of Exhibit 31 or why it does not reflect a violation of the E-Discovery Protocol.

124. William Morris-CAA's reply memorandum asserts the same objections to Exhibit 31 as were made to Mr. Campbell. As set forth, *supra*, at ¶ 103, the Gary Lawyers did not respond to those objections at the October 2003 oral argument or at any other time.

16. The Gary Lawyers Continue to Fraudulently Conceal their Conduct Concerning E-Discovery Memorandum After the Civil Rights Action is Dismissed.

125. After Judge Patterson's summary judgment decision was issued, Gary called Rowe to break the news. Gary said, "Rowe, that judge up there in New York, he's as racist as can be – he throwed everything out." Rowe asked how that could be in light of the E-Discovery Memorandum and the other evidence proving the Civil Rights Plaintiffs' claims. Gary responded, "I don't know what that judge was thinking, he's a racist and there was no way we were going to win no matter what evidence was submitted." Rowe naturally responded that the decision had to be appealed, but Gary said, "Nah, there's no way we're going to win up there against those racists in New York – you'll have to find yourself another lawyer if you want to appeal."

126. Judge Patterson's summary judgment decision is over 100 pages long. Footnote 143 of Judge Patterson's summary judgment decision adopts William Morris-CAA's objections to Exhibit 31 and concludes "the Court is disregarding Exhibit 31 in its entirety as irrelevant material." After Rowe had read the opinion, he called Gary again to ask about the E-Discovery Memorandum. Gary said that the E-Discovery Memorandum was both admissible and highly relevant and that the only explanation for Judge Patterson's refusal to consider it was racism. Gary stated that Judge Patterson's decision was clearly wrong because summary judgment is never appropriate whenever there is a "scintilla" of evidence and the E-Discovery Memorandum was nothing less than conclusive evidence. Gary accused Judge Patterson of racism, representing that no reasonable judge would ignore the E-Discovery Memorandum and/or the other evidence presented in opposition to summary judgment.

127. Gary also told Rowe and the other Civil Rights Plaintiffs that Gold, Heslin and the other SNR Lawyers were guilty of misconduct and that William Morris-CAA would "stop at nothing" to defeat a lawsuit like the Civil Rights Action. Although Gary said he had prevailed against powerful companies before, he could do nothing against a corrupt and racist judicial system. Gary speculated over whether the SNR Lawyers and even Judge Patterson were involved in a conspiracy with counsel for William Morris-CAA.

128. Citing his fears of corruption and ingrained racial bias in the New York federal courts, Gary refused to reconsider his decision not to appeal. The Civil Rights Plaintiffs retained other counsel on an hourly fee basis to appeal the decision. Although Gary said he was "hopeful" about the appeal, he did not participate or lend any assistance.

129. On December 30, 2006, United States Circuit Court for the Second Circuit affirmed Judge Patterson's summary judgment decision. By October 11, 2006, subsequent petitions for *en banc* review to the Second Circuit and for certiorari to the United States Supreme Court had been denied.

17. The Civil Rights Plaintiffs Discover Gary's Fraud Concerning the E-Discovery Memorandum's Admissibility.

130. After the 2009 death of Rowe's close friend Michael Jackson, Rowe published a book about Jackson's death and racial discrimination in the entertainment business, *What Really Happened to Michael Jackson*. The book includes a description of the Civil Rights Action. Relying on Gary's representations and speculations about a conspiracy between the SNR Lawyers, counsel for William Morris-CAA, and Judge Patterson, Rowe explains his feelings about Judge Patterson in the final pages of the chapter on the Civil Rights Action:

> Judge Robert Patterson was a person I had grown to respect during the years of this litigation. I can honestly say that I had agreed with practically all of his

> motion rulings that had taken place over the past five plus years, even when he ruled against us. I could always understand his reasoning behind his ruling. I had come to have enormous respect for this judge. I started to believe that Almighty God had chosen this judge for us, and for some strange reason I still do. I deeply feel that we were betrayed by this judge, the Honorable Robert P. Patterson. He swore under oath to protect and defend the constitution of the laws of the United States of America. When I last checked, the law made no exceptions to this requirement. He clearly did not obey the law. I truly believe that the massive amount of money that was at stake here, as well as the illegal way of doing business in the concert promotion industry, played a significant role in his decision. I also believe that all of this and whatever else was needed caused this judge to turn a blind eye and a deaf ear to the evidence, and take away our basic right as citizens to have a jury hear our case. I also believe that our race also played a significant role in his decision making. This was corruption at its highest level.

131. In December 2011, Rowe was approached by a freelance journalist, Robert Parker, who had read the book and wanted to write an article about the SNR Lawyers and the Civil Rights Action as an example of "Corruption in our Federal Courts." After interviewing Rowe, Parker encouraged Rowe to file a complaint against the SNR Lawyers with the New York bar. After Rowe did so, a staff member of the bar's disciplinary committee told Rowe that two New York lawyers who had examined the Civil Rights Action wanted to meet with Rowe.

132. On February 7, 2012, Rowe and Parker flew to LaGuardia airport in New York City, where they met with these two lawyers for several hours at the Ramada hotel. These lawyers told Rowe for the first time that the E-Discovery Memorandum was clearly inadmissible and that Judge Patterson had no choice but to disregard it in ruling on the motion for summary judgment. They also told Rowe that all of his lawyers must have been aware that the E-Discovery Memorandum was inadmissible at all times. They said that any competent lawyer would have immediately demanded production of the emails identified in the E-Discovery Memorandum because only those emails would constitute admissible evidence of the racial derogatory terms.

133. Rowe was simultaneously shocked by, and skeptical of, these assertions. Rowe

refused to believe that Gary and the other Gary Lawyers would not have done everything in their power to obtain admissible evidence of the derogatory emails. Rowe tried to call Gary to discuss the allegations but Gary refused to return his phone messages.

134. Even so, Rowe could not believe that the "Giant Killer," an African American trial lawyer who had won hundred million dollar verdicts against the world's most powerful corporations, would intentionally betray African American clients prosecuting a potentially landmark lawsuit against pervasive racism in the music industry. Rowe remembered that it was SNR Lawyer Heslin who had initially tried to conceal the E-Discovery Memorandum and that Gary speculated that the SNR Lawyers may have conspired with counsel for William Morris-CAA in light of SNR's philosophical conflict.

135. Relying on those facts, Rowe filed, as a pro se litigant without counsel, a motion in the Civil Rights Action under Rule 60 of the Federal Rules of Civil Procedure seeking to re-open the case, alleging SNR Lawyers conspired with counsel for William Morris-CAA to hide the racially derogatory emails identified by the E-Discovery Memorandum. That motion, which was filed on March 2, 2012 – approximately three weeks after Rowe met with the two New York lawyers -- was eventually denied on the ground that the Gary Lawyers had submitted the E-Discovery Memorandum as Exhibit 31 in opposition to William Morris-CAA's motions for summary judgment and, for that reason, Exhibit 31 could not constitute the type of "new evidence" required for a Rule 60 motion to vacate a prior judgment and reopen the case.

136. When Rowe initially filed his Rule 60 motion in March 2012, however, he did not have a copy of Exhibit 31. Although Rowe had glimpsed the first page of the E-Discovery Memorandum on Heslin's desk on October 15, 2002, both Heslin and Gary refused to give Rowe a copy, falsely representing that the court's "attorneys-eyes-only" order prevented them from doing

so. Similarly, the Gary Lawyers did not provide Rowe or the other Civil Rights Plaintiffs with any of the summary judgment papers, including Exhibit 31, falsely representing that those papers were also subject to the court's "attorneys-eyes-only" order. As a result, Rowe never had the opportunity to review either E-Discovery Memorandum or Exhibit 31 and he had no idea that Exhibit 31 did not include the first and seventeenth pages of the E-Discovery Memorandum when he filed his Rule 60 motion on March 2, 2012.

137. In April 2012, a few weeks after Rowe had filed his Rule 60 motion, Rowe was contacted by Marcus Washington, a former William Morris talent agent trainee prosecuting a racial discrimination employment arbitration. Washington had reviewed the court file of the Civil Rights Action for evidence in support of his employment discrimination claim and he had retrieved a copy of Exhibit 31, the altered version of the E-Discovery Memorandum filed by the Gary Lawyers. Washington provided Rowe with a copy of Exhibit 31.

138. When Rowe reviewed Exhibit 31 for the first time in April 2012, he learned two facts for the first time. First, the Gary Firm must have intentionally submitted an altered version of the E-Discovery Memorandum as Exhibit 31 because Exhibit 31 was obviously missing the critical first and seventeenth pages. Second, names of the William Morris-CAA agents listed on the Exhibit 31 did not include any of the agents in the music departments that Rowe had insisted must be searched for derogatory emails. On the contrary, although Exhibit 31 listed scores of names of William Morris-CAA employees, Rowe did not recognize any of them as music department agents or employees.

139. Realizing that Gary had failed to search for emails of the relevant music department employees and had intentionally withheld the first and seventeenth pages of the E-Discovery Memorandum, Rowe realized for the first time what the two New York lawyers had said must be

true – that Gary and the other Gary Lawyers had actively defrauded Rowe and the other Civil Rights Plaintiffs regarding the E-Discovery Memorandum.

18. The Civil Rights Plaintiffs Discover Gary's Fraud Concerning the Court-Ordered Email Discovery Protocol.

140. After Marcus Washington provided Rowe with a copy of Exhibit 31 in April 2012, Washington continued to prosecute his employment discrimination arbitration against William Morris on a pro se basis. Washington had submitted Exhibit 31 in support of his claims and the arbitrator, recognizing that Exhibit 31 was potentially relevant to Washington's racial discrimination claims, asked Washington to submit additional information regarding Exhibit 31. Washington conducted a careful review of the court file in the Civil Rights Action in an attempt to discover such additional information.

141. During that review, Washington discovered letters between the SNR Lawyers and counsel for William Morris in the fall of 2002 regarding the results of EED's email searches. Those letters confirm that EED produced the emails resulting from the searches to counsel for William Morris-CAA rather than to the Gary Lawyers and the SNR Lawyers as required under the court-ordered Email Discovery Protocol.

142. Washington produced those letters to Rowe in June 2013. Those letters disclosed to Rowe and the other Civil Rights Plaintiffs for the first time that the Gary Lawyers had voluntarily waived the right of first review of the email searches as provided under the court-ordered Email Discovery Protocol.

D. Clear Channel's "Donation" to the Gary Law Firm and Gary's $20,000 Expense Charges for His Private Jet.

143. Shortly after the Clear Channel settlement in or about May 2002, SNR lawyer Ray Heslin called Rowe. Heslin told Rowe that Heslin's friend at Clear Channel's in-house general

counsel's office reported that Clear Channel had just made a substantial donation to the "Willie Gary Football Classic," an annual football game between historically black colleges that Gary organized beginning in the fall of 2002.

144. Upon information and belief, Gary negotiated a substantial donation from Clear Channel to the first year of his annual football game in return for convincing the Civil Rights Plaintiffs into accepting Clear Channel's offer of settlement.

145. Upon information and belief, Gary advised the Civil Rights Plaintiffs to accept the Clear Channel settlement offer, not because the offer was in the best interest of the Civil Rights Plaintiffs, but because Clear Channel had promised Gary a substantial contribution to the first year of Gary's annual football game if the Civil Rights Plaintiffs accepted the Clear Channel settlement.

146. After the Clear Channel Settlement was finalized, Gary demanded payment of "expenses" from the Civil Rights Plaintiffs that included charges of $20,000 for each trip Gary made from Florida to New York on his private jet. Knowing that the SNR/RubinBaum lawyers would never allow their contingency fee to be calculated after deduction of such unreasonable and exorbitant expenses, Gary insisted when he was retained that his and the SNR/RubinBaum contingency fees would be calculated on the gross recovery, rather than the net recovery after deduction of expenses.

E. Willie Gary's Extravagant Lifestyle and His Need for Millions of Dollars in Steady Income.

147. Although Gary is an extremely successful lawyer, winning multiple jury verdicts of hundreds of millions of dollars, he lives an extravagant lifestyle that requires a steady income of hundreds of millions of dollars. Gary owns and maintains two Boeing 737 airplanes as his private jets, for example, which alone require millions of dollars to maintain and operate.

148. Upon information and belief, at the time Gary was representing the Civil Rights Plaintiffs, Gary and the Gary Law Firm were borrowing millions of dollars from high-interest rate litigation lenders in order to finance Gary's lavish lifestyle. Upon information and belief, Gary owed such lenders millions of dollars and was desperate to obtain funds sufficient to pay off his debt at the time he was representing the Civil Rights Plaintiffs.

149. Upon information and belief, Gary believed that the Civil Rights Plaintiffs would have accepted the $20 million settlement offered by William Morris-CAA but for Gary's fraudulent misrepresentations. Gary's contingency fee from such a settlement would have been only $4 million, which, for Gary, was not significant.

150. Upon information and belief, rather than accepting a $4 million contingency fee for a $20 million settlement, Gary conspired with counsel for William Morris-CAA to assure that the Civil Rights Action would be dismissed in return for consideration far in excess of $4 million.

CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF
(Violation of RICO, 18 U.S.C. § 1962(c))

151. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

152. At all relevant times, each of the Plaintiffs is a person within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

153. At all relevant times, each of the Gary Defendants is a person within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).

The RICO Enterprise

154. The Gary Defendants are a group of persons associated together in fact for the common purpose of carrying out an ongoing criminal enterprise, as described in the foregoing paragraphs of this Complaint; namely, through a multi-faceted campaign of lies, fraud, threats and corruption to defraud the clients of the Gary Law Firm and to redirect millions of dollars to which those clients are entitled to the criminal enterprise.

155. While the organization of the enterprise and its members have changed over time, the criminal enterprise has generally been structured to operate as a unit to accomplish the goals of their criminal scheme:

a. The Gary Defendants operate their criminal enterprise through the organization and structure of the Gary Law Firm.

b. Willie Gary and, upon information and belief, his partner Lorenzo Williams are the senior managers of the criminal enterprise to which their fellow conspirators report.

c. At all relevant times, defendants William Campbell, Sekou M. Gary, Tricia P. Hoffler and Maria Sperando actively engaged in the criminal enterprise and followed the instructions of Gary and Williams to further the objectives of the criminal enterprise.

156. The Gary Defendants constitute an association-in-fact enterprise within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), referenced to herein as the "Enterprise." Each of the Gary Defendants participated in the operation or management of the Enterprise.

157. At all relevant times, the Enterprise was engaged in, and its activities affected, interstate or foreign commerce within the meaning of 18 U.S.C. § 1962(c).

Pattern of Racketeering Activity

158. The Gary Defendants conducted or participated, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a "pattern of racketeering

activity" within the meaning of 18 U.S.C. § 1961(5) and in violation of 18 U.S.C. § 1962(c), to wit:

Pattern of Racketeering Activity: Multiple Instances of Mail Fraud and Wire Fraud in Violation of 18 U.S.C. §§ 1341, 1343

159. At all times material to this Complaint, Rowe and King were engaged in interstate and foreign commerce and in an industry that affects interstate and foreign commerce.

160. As described herein, the Gary Defendants have engaged in wide-ranging schemes or artifices to defraud the clients of the Gary Law Firm, including the Ford Clients, the Civil Rights Plaintiffs and, upon information and belief, many other clients. The ultimate objective of these fraudulent schemes or artifices has been to divert to the Enterprise funds or property to which the clients of the Gary Law Firm are entitled.

161. For example, with respect to the Ford Clients, the Gary Defendants, upon information and belief, designed and implemented a fraudulent scheme to retain $51.5 million of the total global settlement with Ford, which included:

a. concealing from the Ford Clients that the global settlement had been reached;

b. inducing the Ford Clients to enter into contingency fee agreements without disclosing that a global settlement with Ford had already been reached;

c. concealing from the Ford Clients the actual amount of the global settlement;

d. misrepresenting that the amount of global settlement was $51.5 million less than the actual amount; and

e. retaining 100% of the non-disclosed $51.5 portion of the global settlement.

162. With respect to the Civil Rights Plaintiffs, the Gary Defendants, upon information and belief, designed and implemented a fraudulent scheme to extract substantial consideration

from William Morris-CAA in return for taking steps to assure that the Civil Rights Action would be dismissed, including:

a. failing to conduct an email search of the talent agents in the music departments of William Morris-CAA;

b. concealing from the Civil Rights Plaintiffs the fact that the email searches that were performed resulted in the identification of emails with hundreds of racially derogatory terms;

c. voluntarily waiving the right of first review of the email search results so that William Morris-CAA could withhold the emails containing racially derogatory terms;

d. misrepresenting the significance and admissibility of the E-Discovery Memorandum, once the Civil Rights Plaintiffs accidentally discovered that memorandum;

e. failing to submit evidence in support of the Civil Rights Plaintiffs' claims in an admissible form in opposition to William Morris-CAA's motions for summary judgments; and

f. falsely representing to the Civil Rights Plaintiffs that the only explanation for Judge Patterson' summary judgment decision, which ignored the E-Discovery Memorandum and other evidence submitted by the Gary Law Firm, was that Judge Patterson is a racist.

163. In furtherance of their schemes, as described herein, the Gary Defendants transmitted, or caused to be transmitted, by means of wire communication in interstate or foreign commerce, writings, signs, signals, pictures, and sounds, and also caused matters and things to be placed in any post office or authorized depository, or deposited or caused to be deposited matters or things to be sent or delivered by a private or commercial interstate carrier, including, but not limited to the following:

a. emails, writings, mailings, faxes, and/or telephone calls from the Gary Defendants to the Ford Clients incorporating false and misleading statements regarding the litigation with Ford, the claims of the Original Ford Plaintiffs, the claims of the Similarly Situated Claimants, and the global settlement with Ford;

b. emails, writings, mailings, faxes, and/or telephone calls from the Gary Defendants to the Civil Rights Plaintiffs incorporating false and misleading statements regarding the Civil Rights Action, the email search, the court-ordered Email Discovery Protocol, the E-Discovery Memorandum, the admissibility of the E-Discovery Memorandum and other evidence in support of the Civil Rights Plaintiffs' claims, Judge Patterson's summary judgment decision, Judge Patterson views toward African Americans;

c. emails, writings, mailings, faxes, and/or telephone calls among the Gary Defendants concerning the design and implementation of their scheme to defraud the Ford Clients;

d. emails, writings, mailings, faxes, and/or telephone calls among the Gary Defendants concerning the design and implementation of their scheme to defraud the Civil Rights Plaintiffs;

e. emails, writings, mailings, faxes, and/or telephone calls from the Gary Defendants to co-conspirators, including the GFM/RubinBaum/SNR lawyers and counsel for William Morris-CAA, concerning the design and implementation of the Gary Defendants' scheme to defraud the Civil Rights Plaintiffs; and

f. filing by mail or private courier and service by email court papers containing false and misleading statements to impede the operation of the court presiding over the Civil Rights Action.

164. Rowe and King incorporate by reference the attached Appendix A, which sets forth non-exclusive particular uses of wire and mail communications in furtherance of the Gary Defendants' schemes and artifices to defraud that constitute violations of 18 U.S.C. §§ 1341 and 1443, including which individual defendant caused the communication to be mailed or wired, when the communication was made, and how it furthered the fraudulent scheme.

165. The Gary Defendants participated in the scheme or artifice to defraud the Ford Clients knowingly, and with the specific intent to deceive and/or defraud the Ford Clients. The Gary Defendants participated in the scheme or artifice to defraud the Civil Rights Plaintiffs knowingly, and with the specific intent to deceive and/or defraud the Civil Rights Plaintiffs.

166. The Ford Clients relied on the Gary Defendants' false and misleading statements and omissions regarding the Ford settlement. In reliance on those statements and omissions, the Ford Clients executed retainer agreements with the Gary Law Firm, released their claims against Ford and Visteon, and accepted the individual offers that the Gary Law Firm extended to them. The Gary Defendants' false and misleading statements and omissions caused the Ford Clients substantial damages, including their respective shares of the $51.5 million portion of the global settlement that the Gary Defendants fraudulently concealed and retained for the Enterprise.

167. The Civil Rights Plaintiffs, including Rowe and King, relied on the Gary Defendants' false and misleading statements and omissions regarding the Civil Rights Action. In reliance on those statements and omissions, the Civil Rights Plaintiffs continued to retain the Gary Lawyers as their counsel through the issuance of Judge Patterson's summary judgment decision in January 2005 and thereafter remained unaware of, and did not take any action to discover, the Gary Lawyer's misconduct. The Gary Defendants' false and misleading statements and omissions caused the Civil Rights Plaintiffs substantial damages, including a settlement or jury verdict in the Civil Rights Action that, according to Willie Gary's own estimate, would have been at least $1 billion.

Pattern of Racketeering Activity: Obstruction of Justice in Violation of 18 U.S.C. §§ 1503, 1506

168. The Gary Defendants intentionally conducted discovery in a manner designed to shield William Morris-CAA from producing racially disparaging emails and to avoid obtaining other admissible evidence proving the Civil Rights Plaintiffs' claims. The Gary Defendants knowingly submitted inadmissible evidence, such as the altered version of the E-Discovery marked as Exhibit 31, in opposition to William Morris-CAA's motions for summary judgment with the intention that Judge Patterson would have no choice but to grant those motions and

dismiss the Civil Rights Action. Moreover, the Gary Defendants knowingly removed and, upon information and belief, destroyed the first and seventeenth pages of Exhibit 31 with the specific intent to obscure the origins of the E-Discovery Memorandum and degrade its reliability in order to avoid further inquiry or scrutiny of their conduct by Judge Patterson.

169. The Gary Defendants intentionally failed to obtain through discovery, or to submit in opposition to William Morris-CAA's motions for summary judgment, admissible evidence that would have raised material facts precluding summary judgment. For example, although the Gary Defendants submitted over 2000 contracts between white musical performs and white promoters, the Gary Defendants failed to obtain or submit evidence that the contracting promoters were, in fact, white rather than black.

170. By engaging in this conduct, the Gary Defendants corruptly endeavored to influence, obstruct, or impede the due administration of justice in the Civil Rights Action in violation of 18 U.S.C. § 1503.

171. By engaging in this conduct, the Gary Defendants feloniously stole, took away, altered, falsified, or otherwise avoided records in the court of the United States in which the Civil Rights Action was pending in violation of 18 U.S.C. § 1506.

Plaintiffs Were Injured by the Gary Defendants' Pattern of Racketeering Activity

172. As described above, each of the Gary Defendants has engaged in multiple predicate acts. The conduct of each of the Gary Defendants constitutes a pattern of racketeering activity within the meaning of 18 U.S.C. § 1961(5).

173. Rowe and King were injured in their business and property by reason of the Gary Defendants' violations of 18 U.S.C. § 1962(c). The injuries to Rowe and King caused by reason

of the violations of 18 U.S.C. § 1962(c) include, but are not limited to, the dismissal of the Civil Rights Action, which but for the Gary Defendants' violations would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate. The Gary Defendants violations also caused other substantial damages to Rowe and King, including effectively ending their businesses as concert promoters, damages to their reputation, and hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

174. Further, these injuries to Rowe and King were a direct, proximate, and reasonably foreseeable result of the Gary Defendants' violations of 18 U.S.C. § 1962.

175. Pursuant to 18 U.S.C. § 1964(c), Rowe and King are entitled to recover treble damages plus costs and attorneys' fees from the Gary Defendants.

176. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discovering that misconduct.

177. WHEREFORE, Rowe and King pray for judgment as set forth below.

SECOND CLAIM FOR RELIEF
(Violation of RICO, 18 U.S.C. § 1962(d))

178. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

179. The Gary Defendants have unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate 18 U.S.C. § 1962(c) as described above, in violation of 18 U.S.C. § 1962(d).

180. Upon information and belief, the Gary Defendants knew that they were engaged in a conspiracy to commit the predicate acts, and they knew that the predicate acts were part of such racketeering activity, and the participation and agreement of each of them was necessary to allow the commission of this pattern of racketeering activity. This conduct constitutes a conspiracy to violate 18 U.S.C. § 1962(c), in violation of 18 U.S.C. § 1962(d).

181. Upon information and belief, the Gary Defendants agreed to conduct or participate, directly or indirectly, in the conduct, management, or operation of the Enterprise's affairs through a pattern of racketeering activity in violation of 18 U.S.C. § 1962(c).

182. Each Gary Defendant knew about and agreed to facilitate the Enterprise's schemes to obtain property from the Ford Clients and from the Civil Rights Plaintiffs. It was part of the conspiracy that the Gary Defendants would commit a pattern of racketeering activity in the conduct of the affairs of the Enterprise, including the acts of racketeering set forth in paragraphs 160-171, *supra*.

183. As a direct and proximate result of the Gary Defendants' conspiracy, the acts of racketeering activity of the Enterprise, the overt acts taken in furtherance of that conspiracy, and violations of 18 U.S.C. § 1962(d), Rowe and King have been injured in their business and property, including the dismissal of the Civil Rights Action, which but for the Gary Defendants' violations would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate. The Gary Defendants' conspiracy also caused other substantial damages to Rowe and King, including effectively ending Rowe's and King's businesses as concert promoters, damages to Rowe's and King's reputation, and hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

184. Pursuant to 18 U.S.C. § 1964(c), Rowe and King are entitled to recover treble damages plus costs and attorneys' fees from the Gary Defendants.

185. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discovering that misconduct.

186. WHEREFORE, Rowe and King pray for judgment as set forth below.

THIRD CLAIM FOR RELIEF
(Violation of Georgia RICO, Ga. Code Ann. § 16-14-4(b))

187. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

188. In violation of Ga. Code Ann. § 16-14-4(b), the Gary Defendants have conducted and participated in, directly or indirectly, the Enterprise through a pattern of racketeering activity within the meaning of Ga. Code. Ann. § 16-14-3(8).

189. Rowe and King were injured in their business and property by reason of the Gary Defendants' violations of Ga. Code Ann. § 16-14-4(b). The injuries to Rowe and King caused by reason of the violations of Ga. Code Ann. § 16-14-4(b) include, but are not limited to, the dismissal of the Civil Rights Action, would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate but for the Gary Defendants' violations. The Gary Defendants violations also caused other substantial damages to Rowe and King, including effectively ending their businesses as concert promoters, damages to their reputation, and hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

190. Further, these injuries to Rowe and King were a direct, proximate, and reasonably foreseeable result of the Gary Defendants' violations of Ga. Code Ann. § 16-14-4(b).

191. Pursuant to Ga. Code Ann. § 16-14-6(c), Rowe and King are entitled to recover treble damages plus costs and attorneys' fees from the Gary Defendants.

192. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discovering that misconduct.

193. WHEREFORE, Rowe and King pray for judgment as set forth below.

FOURTH CLAIM FOR RELIEF
(Violation of Georgia RICO, Ga. Code Ann. § 16-14-4(c))

194. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

195. The Gary Defendants have unlawfully, knowingly and willfully combined, conspired, confederated and agreed together and with others to violate Ga. Code Ann. § 16-14-4(b) as described above, in violation of Ga. Code Ann. § 16-14-4(c).

196. The Gary Defendants' conduct constitutes a conspiracy to violate Ga. Code Ann. § 16-14-4(b), in violation of Ga. Code Ann. § 16-14-4(c).

197. As a direct and proximate result of the Gary Defendants' conspiracy, the acts of racketeering activity of the Enterprise, the overt acts taken in furtherance of that conspiracy, and violations of Ga. Code Ann. § 16-14-4(c), Rowe and King have been injured in their business and property, including the dismissal of the Civil Rights Action, would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate but for the Gary Defendants' violations.

The Gary Defendants' conspiracy also caused other substantial damages to Rowe and King, including effectively ending Rowe's and King's businesses as concert promoters, damages to Rowe's and King's reputation, and hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

198. Pursuant to Ga. Code Ann. § 16-14-6(c), Rowe and King are entitled to recover treble damages plus costs and attorneys' fees from the Gary Defendants.

199. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discovering that misconduct.

200. WHEREFORE, Rowe and King pray for judgment as set forth below.

FIFTH CLAIM FOR RELIEF
(Fraud)

201. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

202. The Gary Defendants have knowing misrepresented, omitted, and/or concealed material facts in their communications to the Civil Rights Plaintiffs, including Rowe and King, and in their pleadings, motions, memoranda, declarations, and affidavits before the U.S. court in which the Civil Rights Action was pending. Each and every Gary Defendant has personally engaged in this conduct, or knew or should have known that other Gary Defendants were engaged in it on his or her behalf. These false representations are detailed throughout this Complaint and include false representations that a search would be conducted of the emails of the music department agents of

William Morris-CAA, that the court-ordered Email Discovery Protocol would be followed and that the rights of the Civil Rights Plaintiffs under that protocol would be enforced, that the racially derogatory emails identified on the E-Discovery Memorandum would be obtained, that the E-Discovery Memorandum constituted admissible "smoking gun" evidence that assured that William Morris-CAA's motions for summary judgment would be defeated, that the admissible evidence conclusively proving the Civil Rights Plaintiffs' claims had been obtained in discovery and submitted in opposition to William Morris-CAA's motions for summary judgment, and that Judge Patterson granted William Morris-CAA's motion for summary judgment because he is racist and that he never would have allowed the Civil Rights Action to proceed to trial because he is a racist.

203. The Gary Defendants made these false representations and omissions while knowing that their misrepresentations were materially false and/or that their omissions were material.

204. These material misrepresentations and/or omissions have been reasonably and justifiably relied upon by the Civil Rights Plaintiffs, including Rowe and King.

205. As a direct, proximate, and foreseeable result of the Gary Defendants' fraud, Rowe and King have been harmed, including significant pecuniary, reputational, and other damages. These injuries include (i) the dismissal of the Civil Rights Action, would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate but for the Gary Defendants' violations; (ii) effectively ending Rowe's and King's businesses as concert promoters; (iii) damages to Rowe's and King's reputation; and (iv) hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

206. The Gary Defendants have engaged in the malicious, willful, and fraudulent

commission of wrongful acts and, because of the reprehensible and outrageous nature of these acts, Rowe and King are entitled to, and should be awarded, punitive damages against each of the Gary Defendants.

207. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting the Gary Defendants had engaged in misconduct and from discovery that misconduct.

208. WHEREFORE, Rowe and King pray for judgment as set forth below.

SIXTH CLAIM FOR RELIEF
(Legal Malpractice)

209. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

210. Rowe and King entered into an attorney-client relationship with the Gary Defendants.

211. The Civil Rights Plaintiffs, including Rowe and King, entrusted the Gary Defendants with representing the Civil Rights Plaintiffs' interests in the Civil Rights Action.

212. The Gary Defendants were negligent in the representing the Civil Rights Plaintiffs, including Rowe and King, in the Civil Rights Action.

213. The Gary Defendants' negligence in representing the Civil Rights Plaintiffs in the Civil Rights Action caused injury to Rowe and King, including (i) the dismissal of the Civil Rights Action, would have resulted in a settlement or jury award of at least $1 billion by Gary's own estimate but for the Gary Defendants' violations; (ii) effectively ending Rowe's and King's businesses as concert promoters; (iii) damages to Rowe's and King's reputation; and (iv) hundreds of thousands of dollars in expenses in the Civil Rights Action, including the $200,000 fee paid to

EED for email searches and $20,000 for every trip Gary made to New York on his private jet.

214. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discovering that misconduct.

215. WHEREFORE, Rowe and King pray for judgment as set forth below.

SEVENTH CLAIM FOR RELIEF
(Unjust Enrichment)

216. Rowe and King re-allege and incorporate by reference each of the foregoing paragraphs as if set forth in full.

217. Upon information and belief, the Gary Defendants have obtained substantial consideration in return for their fraudulent handling of the Civil Rights Action, which resulted in its dismissal in January 2005. The Gary Defendants have been unjustly enriched by such consideration, which they obtained by their fraudulent, tortious, and illegal conduct as set forth herein.

218. Principles of equity and good conscience mandate that this Court prevent the Gary Defendants from reaping a multi-million dollar windfall and any benefits arising out of their fraudulent, tortious, and illegal conduct.

219. The statute of limitations for this claim has been equitably tolled due to the Gary Defendants' fraudulent misrepresentations and omissions, which prevented plaintiffs from suspecting that the Gary Defendants engaged in misconduct and from discoverin that misconduct.

220. WHEREFORE, Rowe and King pray for judgment as set forth below.

JURY DEMAND

221. Plaintiffs demand a jury on all issues that may be tried by jury.

PRAYER FOR RELIEF

On the First through Fourth Claims for Relief:

1. For general damages according to proof at trial, trebled according to statute, 18 U.S.C. § 1964(c).

2. For pre-judgment interest according to statute; and

3. For Rowe and King's reasonably attorneys' fees and costs according to statute, 18 U.S.C. § 1964(c).

On the First through Seventh Claims for Relief:

4. For general damages according to proof at trial;

On the Fifth through Seventh Claims for Relief:

5. For punitive damages in an amount to be proven at trial.

As to All Claims for Relief:

6. For such other legal and equitable relief as the Court may deem Rowe and King are entitled to receive.

Dated: New York, New York
March 13, 2015

/s/ Linell Rowe

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