Perjurious declaration of attorney Richard Primoff, formerly of SNR/Dentons LLP, where he states, "I can assure you that Mr. Rowe's allegations are completely untrue. On the contrary, my recollection was that the email production plaintiffs received from defendants yield nothing of use in proving plaintiff's case against defendants."

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

ROWE ENTERTAINMENT, et al.

Plaintiffs,

98CV 8272 (RPP)

- against –

THE WILLIAM MORRIS AGENCY INC., et al.

Defendants.

----------X

Declaration of Richard G. Primoff

I, Richard G. Primoff, being over the age of 18 and under penalty of perjury, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am a member of the Bar of the State of New York, and of this Court. I am presently employed as a Senior Trial Counsel at the New York Regional Office of the Securities and Exchange Commission, Division of Enforcement, where I have been employed since late January 2003. I submit this declaration on personal knowledge and to the best of my recollection, in response to the motion of Leonard Rowe pursuant to Fed.R.Civ.P. 60 to re-open the judgment in this case, and for other relief.

2. In 2001 and the first half of 2002, I was a member of the firm RubinBaum LLP, and, in the latter part of 2002 until mid-January 2003, was of counsel to Sonnenschein Nath & Rosenthal. I was one of the attorneys working on the above-entitled litigation on behalf of Plaintiffs, together with Ray Heslin, Martin Gold, Carl Aron and Christine Lepera. I left the employ of Sonnenschein in mid-January 2003 to join the SEC.

3. Mr. Rowe alleges that Ms. Lepera, and Messrs. Gold, Heslin, Aron and I improperly withheld from the Plaintiffs and the Court emails produced by Defendants that contained racial epithets that would have been useful in proving Plaintiffs' case against defendants. I was involved in conducting fact discovery on behalf of Plaintiffs in 2002, including Plaintiffs' efforts to obtain email production from Defendants. I can assure the Court that Mr. Rowe's allegation is completely untrue. On the contrary, my recollection was that the email production Plaintiffs received from defendants yielded nothing of use in proving Plaintiffs' case against Defendants. Mr. Rowe's recollection appears to be consistent with mine. Rowe Affirmation at ¶ 10.

4. Mr. Rowe makes reference to what he calls an "email results report" that he claims to have seen on the desk of my former colleague, Mr. Heslin. Since he did not include that report in his motion papers, I cannot be certain what he is referring to. To the best of my recollection of ten-year-old events, however, there was a preliminary statistical report prepared by Plaintiffs' electronic evidence consultants that was to be used to decide whether it was worthwhile for plaintiffs to pay additional (and substantial) sums to initiate a second, and wider, search of defendants' email files, according to the protocol established by U.S. Magistrate Judge Francis in the case.

5. As of the time that I left Sonnenschein in mid-January 2003, I was not aware of any decision by Plaintiffs (or the Willie Gary firm, which Plaintiffs had brought into the case to replace us) to initiate or pay for a second email search of Defendants' files, nor did I ever see, nor was made aware of, any additional email production beyond the disappointing production that I reviewed, and that Mr. Rowe also claims to have reviewed.

6. I have no personal knowledge of anything that occurred on this litigation after I left the firm in mid-January 2003.

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated: New York, New York
May 14, 2012

Richard G. Primoff

Perjurious declaration of attorney, Raymond J. Heslin, formerly of SNR/Dentons LLP where he states, "No derogatory terms (232, 349, or 400) were located in the emails of the defendants. He also stated that SNR's Richard Primoff conducted the email discovery and informed me that nothing of consequence had been found. Mr. Rowe was told this and certainly never found anything to the contrary on my desk. Furthermore, his assertion that the word "nigger" was found 232, 349, or 400 times in this discovery is surprising especially since he swore that we never gave him the material." (emphasis added)

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

ROWE ENTERTAINMENT, et al.

Plaintiffs,

- against -

THE WILLIAM MORRIS AGENCY INC., et al.

Defendants.

----------X

98CV 8272 (RPP)

DECLARATION OF RAYMOND J. HESLIN IN OPPOSITION TO MOTION PURSUANT TO FRCP 60(b)

Raymond J. Heslin, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am a former senior equity partner of Sonnenschein Nath & Rosenthal LLP ("SNR") (now known as SNR Denton US LLP). Currently, I am the General Counsel and Managing Member of West End Financial Advisors, LLP. I submit this Declaration in opposition to the baseless motion of only one of the plaintiffs in this dismissed action. I have over thirty-five years of experience in litigating complex matters.

2. Significantly, Mr. Rowe's sworn testimony incredibly fails to inform the Court about critical facts that affect his motion:

- noted civil rights attorney Willie Gary and his firm represented plaintiff throughout these proceedings;
- settlements exceeding $12 million dollars were achieved for the plaintiffs;
- Mr. Rowe pocketed the majority of the monies received by the plaintiffs;
- the attorneys representing the plaintiffs prosecuted the case on a contingency basis at the request of the plaintiffs;
- no derogatory terms (232, 349 or 400) were located in the emails of the defendants;

- Mr. Rowe essentially fired SNR months before the defendants filed a summary judgment motion;
- all plaintiffs including Mr. Rowe attested to their approval of SNR's withdrawal as counsel;
- all documents (including emails) were turned over to co-counsel Willie Gary once the Court approved SNR's withdrawal;
- since plaintiffs lost the summary judgment motion (long before Feb 7, 2012), Mr. Rowe solely has pursued a campaign of lies, half truths and extortion against SNR and the attorneys involved in his case and
- Mr. Rowe filed similar charges (as in his motion) against me and Martin Gold with the Disciplinary Committee which were rejected and dismissed by the Committee

3. This Court should not condone nor countenance such conduct by Mr. Rowe and he should be appropriately sanctioned.

A. Background

4. This case was originally brought to Gold, Farrell & Marks (where I was a partner) by an entertainment attorney and Mr. Rowe. We were requested (and did) take the matter on a contingency basis.

5. When Gold, Farrell & Marks merged into RubinBaum LLP, I was requested (primarily because of Mr. Rowe's conduct) to take on the supervision of this lawsuit which I did. At approximately the same time, Willie Gary and his firm were brought in by Mr. Rowe to also represent the plaintiffs also on a contingency basis.

6. During this period the U.S. Magistrate approved electronic discovery of defendants but ordered plaintiffs to pay for this process. Plaintiffs appealed but the Court (not Mr. Gold) ultimately ordered the plaintiffs to pay for this discovery.

7. SNR's Richard Primoff conducted the email discovery and informed me that nothing of consequence had been found as Rowe himself concluded. Mr. Rowe was told this and certainly never found anything to the contrary on my desk. Furthermore, his assertion that the

word "nigger" was found 232[1], 349[2] or 400[3] times in this discovery is surprising especially since he swears that we never gave him this material.

B. Mediation

8. During my supervision of this case, I engaged in countless settlement conferences with the numerous defendants. I managed to achieve several settlements with Mr. Gary's approval and Mr. Rowe's reluctant consent.

9. One defendant—Clear Channel—proved elusive because of the distrust between both parties. When Clear Channel named a new General Counsel (Dale Head) who I knew, we attempted to bridge this problem. Mr. Head suggested a mediation process in an attempt to settle with all the defendants that Clear Channel had recently acquired. I discussed this process with Mr. Rowe and the other plaintiffs as well as Mr. Gary and explained that my prior relationship with Mr. Head had led to this suggestion. Everyone eventually agreed to utilize this methodology.

10. Mr. Head and I negotiated the selection of Professor Charles Ogletree of Harvard Law School as the mediator.

11. Mr. Gary and his team, Mr. Rowe and I spent almost a week at Harvard Law School with Professor Ogletree and Mr. Head. Although we did not conclude a settlement (Clear Channel's final offer was $6 million), eventually Mr. Head and I did settle at $8 million. Mr. Gary and his firm signed on to this settlement but Mr. Rowe, as with all settlements, proved extremely difficult and belligerent and only agreed after many discussions with Mr. Gary.

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[1] Letter to Sonnenschein dated June 21, 2010.
[2] Memorandum of Law ¶ 4 dated March 2, 2012.
[3] Affirmation of Leonard Rowe ¶ 12 dated March 2, 2012.

12. Indeed, it is rather surprising that Mr. Rowe now for the first time claims that he did not know of my prior relationship with Mr. Head. First, when informed (before the mediation), he expressed relief that we had a direct contact with someone at Clear Channel instead of having to deal with the various attorneys for the Clear Channel defendants. Second, at the Howard mediation, he constantly demanded that I "use" this relationship to obtain better terms. Finally when Clear Channel held up the final payment under the settlement agreement because of Mr. Rowe's purported breeches, he again requested that I solve the problem directly with Mr. Head because of my relationship with him which I did.

C. SNR

13. After RubinBaum merged into SNR, Professor Ogletree proposed mediating with the other remaining defendants to attempt a resolution of the entire case. Mr. Gary and I gladly welcomed his assistance. When I informed Mr. Rowe, he went "ballistic" and told me that he did not want me or my firm to do anything more on the case. He followed up this telephone call with a letter essentially terminating SNR.

14. Although Mr. Gary attempted to work out a resolution, none was ever achieved. Subsequently, all of the plaintiffs including Mr. Rowe agreed to consent to our motion to withdraw specifically acknowledging that since Mr. Gary's firm had been involved in the litigation almost from the beginning that the plaintiffs would not be prejudiced by SNR's withdrawal.

D. Delivery of Records

15. Once the Court approved SNR's withdrawal, I arranged with Mr. Gary's firm the transfer of all of our files and personally supervised the delivery of them to a truck sent by Mr. Gary. All files including the email discovery were provided to Mr. Gary's firm which if they

contained the derogatory language Mr. Rowe claims, I assume Mr. Gary's firm would have used in response to the defendants' summary judgment motion.

E. Disciplinary Charges

16. Over seven years after SNR's withdrawal, Mr. Rowe filed charges against me and my former partner, Martin Gold, with the Appellate Division's First Department Disciplinary Committee which were dismissed.

17. Now nine years later, Mr. Rowe essentially brings the same charges claiming "newly discovered evidence" (without identifying any) which he only now claims he discovered on February 7, 2012. This Court should dismiss this motion as the Disciplinary Committee did the charges and impose sanctions upon Mr. Rowe to once and for all end these spurious proceedings.

I declare, under penalty of perjury that the foregoing is true and correct.

Date: May 14, 2012

Raymond J. Heslin

Perjurious declaration of Martin R. Gold attorney of Dentons LLP where he states, "I had no knowledge that the word "nigger" appeared in documents produced by defendants and still have no knowledge that the word so appears."

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ROWE ENTERTAINMENT, *et al.*, Plaintiffs, - against - THE WILLIAM MORRIS AGENCY INC., *et al.*, Defendants.	)	98 CV 8272 (RPP) **DECLARATION OF MARTIN R. GOLD IN OPPOSITION TO MOTION PURSUANT TO FRCP 60(b)**

Martin R. Gold, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury as follows:

1. I am an attorney admitted to practice in New York and before this Court, and I am a member of SNR Denton US LLP. I, together with other lawyers at my then and current firms, represented the plaintiffs in the above-referenced action until March 28, 2003, when the Court granted our unopposed motion for leave to withdraw as plaintiffs' counsel. I understand that the action was thereafter dismissed and marked terminated on or about February 14, 2005.

2. I make this Declaration in opposition to that portion of a motion by Leonard Rowe, brought pursuant to Fed R. Civ. P. 60(b), which requests this Court to refer what Mr. Rowe claims is "newly discovered evidence" to the U.S. Attorney, this Court's Committee on Grievances, and the Departmental Disciplinary Committee, First Judicial Department, for investigation of me and various other attorneys affiliated with me in representing Mr. Rowe in this action.[1] The primary relief requested by Mr. Rowe is to reopen his case against the defendants who had not settled with him, and against whom this Court dismissed the action.

[1] Many of the facts contained herein are set forth on the basis of my memory, without the aid of documents since, in March 2003, my firm delivered all of our files to successor counsel, Gary, Williams, Finney, Lewis, McManus, et al. ("Gary Firm"). The files were extensive, consisting largely of hundreds of boxes of files produced by the defendants in hard copy, which we delivered without any means of retaining copies.

3. The material allegations set forth by Mr. Rowe are neither true nor "newly discovered," as he claims. Moreover, Mr. Rowe withholds material facts. Indeed, Mr. Rowe fails to inform this Court that on April 6, 2010 -- more than two years ago -- he filed a complaint against me and Raymond J. Heslin with the Departmental Disciplinary Committee, First Judicial Department, a copy of which is attached as Exhibit A.

4. By order of The Appellate Division, Mr. Rowe's complaint was transferred to the Second Department because I am a member of the Committee for the First Department. I am informed that a Grievance Committee for the Second Department dismissed the complaint.

5. In addition, on June 21, 2010, Mr. Rowe sent a letter to the Chairman and the New York Managing Partner of my firm (Exhibit B hereto), essentially repeating his allegations and threatening the imminent filing of a lawsuit. No such lawsuit has been filed.

6. Notably, Mr. Rowe's two-year old complaint to the Disciplinary Committee and his letters to my law firm's management contain substantially the same allegations that Mr. Rowe makes here (and which he misrepresents are "newly discovered"). Mr. Rowe's primary assertion here is that my colleagues and I fraudulently concealed from Mr. Rowe (our then-client) hundreds of emails produced by defendants in discovery containing the word "nigger," which he asserts would surely have defeated summary judgment. Yet in his complaint to the Disciplinary Committee, he made the same allegations, claiming that the word appeared "over 230 times" and in his letter to my firm he allegedly found the word "nigger over 232 times in emails from the files of [defendants] William Morris and CAA."

7. Moreover, I understand that Mr. Rowe self-published a book in 2010, in which he likewise repeated similar allegations.

8. That Mr. Rowe failed to disclose to this Court his prior disciplinary complaint, and misrepresented that they were "newly discovered," speaks volumes.[2] Of course, Mr. Rowe does not need this Court to refer anything to a prosecutor or disciplinary agency; anyone can do that without judicial assistance. Having done so, and having failed to secure any relief, he is plainly turning to this Court in the hopes that a judicial imprimatur will help further his baseless attack on his former counsel.

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[2] *See Linkco, Inc. v. Akikusa*, No. 09-1551, 2010 WL 605739 (2d Cir. Feb. 22, 2010) (copy attached at Ex. C).

9. Mr. Rowe also falsely implies that he and the other plaintiffs received no compensation in connection with this action. In fact, almost all of the concert promoter defendants settled with the plaintiffs. Together, these settlements produced a total of about $12 million, pursuant to settlement agreements, which contain confidentiality provisions. After deducting legal fees and expenses, the remainder was paid to the plaintiffs. The plaintiffs never disclosed to us how they divided the proceeds, but I understand that Mr. Rowe received approximately one-half, which is more than $3.5 million.

10. The substance of Mr. Rowe's allegations -- that I and other attorneys at my firm uncovered extensive damaging evidence in discovery which we withheld from him and the other plaintiffs because we were conspiring with the defendants, and that we wrongfully withdrew from the case to allow the defendants to prevail in their summary judgment motions -- are, in all events, utterly false.

11. I had no knowledge that the word "nigger" appeared in documents produced by defendants, and I still have no knowledge that the word so appears. Notably, Mr. Rowe has produced no such documents.

12. Mr. Rowe complains that certain documents produced by defendants were not made available to the plaintiffs by my firm. As to that, he may be correct. Defendants sought and obtained a protective order which allowed them to mark certain documents to be restricted only to counsel. As required by the order, documents so marked were withheld from the plaintiffs, but later delivered to the Gary Firm when my firm was relieved.

13. Finally, Mr. Rowe argues that my firm withdrew as counsel at an inopportune time, leaving the Gary Firm to oppose the defendants' motions for summary judgment, for which it was ill-equipped. In fact, Mr. Rowe first brought the Gary Firm into the case in on about June 2002. Mr. Rowe continuously demanded that the Gary Firm be given increasing responsibility, limiting our firm's role and our authority to do anything without his personal approval. Continuing with the case became impossible. We explained our problems to Mr. Rowe, who was uncooperative, insulting and demanding. We were compelled to withdraw. Contrary to Mr. Rowe's present assertion, we asked the plaintiffs to agree to our withdrawal, leaving the Gary Firm as lead counsel (which they already were, *de facto*). We stated that in the absence of agreement we would request the same relief from the Court by contested motion. We never

stated or implied that we would attempt to discuss that matter with the Court *ex parte*. After we were relieved, the Gary Firm continued to request our assistance, and we complied to the extent we reasonably could.

14. In all respects, I and all of the other attorneys in my firm working on this case fulfilled all of our duties toward our clients and acted in accordance with our ethical responsibilities.

15. Mr. Rowe's motion, as against me and others from my firm, should be denied in all respects.

I declare, under penalty of perjury that the foregoing is true and correct.

Martin R. Gold

5/10/17