

EXHIBIT 1

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From: Paulette Brandt <paulettebrandt8@gmail.com>  
Date: Wed, May 29, 2013 at 10:55 AM  
Subject: Fwd: Kelley Lynch has posted your contact information on her blog  
To: Kelley Lynch <kelley.lynch.2010@gmail.com>

Dear Kelley,

This is what Gianelli sent me. I just ignored it. He knows not what he says. Stay well.

Love,  
Paulette

----- Forwarded message -----

From: STEPHEN GIANELLI <stephengianelli@gmail.com>  
Date: Sun, Mar 10, 2013 at 3:38 PM  
Subject: Kelley Lynch has posted your contact information on her blog  
To: [paulettebrandt8@gmail.com](mailto:paulettebrandt8@gmail.com)

Dear Ms. Brandt:

Kelley Lynch has posted your name and email address on her blog, and is pretending that the two of you are of a like mind respecting her "theory" that entertainer Leonard Cohen is on a "crusade" to destroy Phil Spector, and also "stole" from Marty Marchant [sic]. (She claims Mick Brown of Rolling Stone [UK Telegraph] told her that Leonard Cohen testified before the Phi Spector grand jury and from this she infers that Cohen's "perjury" is responsible for Spector's murder conviction, even though Cohen neither testified before the grand jury nor at either one of Phil Spector's murder trials.)

Be forewarned, Kelley Lynch is very disturbed and mistakes silence in the face of emails as a "relationship" and silence in the face of several hundred or more emails as a "dear friendship".

And should she turn on you, you can expect 10,000 emails accusing you of every crime known to mankind, CC to the IRS, the FBI, Governors, prosecutors and the media.

See here:

<http://riverdeepbook.blogspot.com/2013/03/kelley-and-paulette-discuss-leonard.html>

Kelley Lynch also forwarded her email to you to various email recipients, including the FBI, IRS, and Franchise Tax Board and *members of the media*, implying that the two you are in "conversation"; here is her distribution list:

From: Kelley Lynch <kelley.lynch.2010@gmail.com>  
Date: Sun, Mar 10, 2013 at 2:18 PM  
Subject: Fwd: Have you seen this?  
To: Dennis <Dennis@riordan-horgan.com>, "*irs.commissioner*" <\*IRS.Commissioner@irs.gov>, ASKDOJ <ASKDOJ@usdoj.gov>, Washington Field <washington.field@ic.fbi.gov>, "Kelly.Sopko" <Kelly.Sopko@tigta.treas.gov>, "Doug.Davis" <Doug.Davis@ftb.ca.gov>, rbyucaipa <rbyucaipa@yahoo.com>, Robert MacMillan <robert.macmillan@gmail.com>, moseszzz <moseszzz@mzstv.com>, a <anderson.cooper@cnn.com>, "Hoffman, Rand" <rand.hoffman@umusic.com>, wannermedia <wannermedia@gmail.com>, "harriet.ryan" <harriet.ryan@latimes.com>, "hailey.branson" <hailey.branson@latimes.com>, Mick Brown <mick.brown@telegraph.co.uk>, woodwardb <woodwardb@washpost.com>, "glenn.greenwald" <glenn.greenwald@guardiannews.com>, Irohter

1 <lrchter@nytimes.com>

2 Hello Mr. Riordan,

3 Paulette sent me a lovely link featuring Blaine on Aphrodite Jones. The system works beautifully for the  
4 criminal. Paulette worked for Phil for years and NO ONE contacted her - not the prosecutors, not the news  
5 media, etc. No one cares about the truth. They like the garbage de riguer gun stories. They sell.

6 Love,  
7 Kelley

8 See link, above.  
9 <http://riverdeepbook.blogspot.com/2013/03/kelley-and-paulette-discuss-leonard.html>

10 Excerpts from email to Kelley Lynch:

11 Saturday, February 23, 2013

12 Phil Spector's Former Assistant

13 Dear Kelley,

14 I'm so glad to hear from you.

15 I've learned that there are tons of really bad people out there with no consciences. I have a hard time relating. The "incident" at Phil's  
16 house gave the cops just what they needed to crush him - forget what the truth was. I saw Phillip after the incident and he told me what  
17 happened - and I believe him. He told me that before leaving, Lana took one of the guns from the foyer and told him "this is what I  
18 can do to your cock" - and simulated going down on it - and it went off. No suicide - no murder - an accident. I have also been told that  
19 there was a "madam" who wanted to testify that Lana had done this before (obviously without the slip), but was not allowed to testify  
20 because she was going to say that she had hired Lana on occasion, and this would have made Lana look bad - and God forbid we taint the  
21 name of a deceased woman who made a stupid fatal mistake when they could destroy Phillip who the police hated for some time - you  
22 know, the little guy who made good - better than them. Remember, smart cops don't exist. If they have a high i.q. they are not hired. They  
23 look for followers, not leaders. I went to the trials twice. I don't know what they did to him. He was shaking and much slower than the  
24 Phillip you and I have known most of our lives. I don't know what they had him on. He was so happy to see me and came over to me and  
25 threw his arms around me. I felt so helpless. I don't know about his wife, Rochelle. I sincerely hope she loves him. I DO know about  
26 Michelle Blaine - she's a thief and a liar - a lowlife who had a plan from the get-go. She has a blog where she trashes him so badly. One  
27 would think if she despised him that much, how come she was working as his Assistant, and had me ousted to do so. I don't know how she  
28 got me fired, although I do believe Janis had a part in that too. I don't know why. My "romantic" days with him were long gone and I  
had no sights for him in that way. But I will always love him, but I am not In love with him and had not been for many many years. If I  
had still been working for Phillip, the incident would never have happened. Michelle Blaine took away Phillip's protection and the buffers  
he needed.

No, you would never hear me talking badly about Phillip, He actually was the significant older male figure in my life. I spent way more  
time with him than I did with my Dad - and he loved me. You may have seen me on Court TV where I came to his defense. The whole  
thing destroyed many many people - and there Phillip sits - in a room smaller than the smallest bathroom in his house. How cruel.  
And they have put him so far away that you can't even get to him to visit him. I wrote to him once, but the letter came back.

With love,

<http://riverdeepbook.blogspot.com/2013/02/phil-spectors-former-assistant.html>

EXHIBIT 2

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Example of emails received and forwarded to Kelley Lynch.

On Thu, Mar 12, 2015 at 2:41 PM, Paulette Brandt <paulettebrandt8@gmail.com> wrote:

----- Forwarded message -----  
From: **STEPHEN R. GIANELLI** <stephengianelli@gmail.com>  
Date: Tue, Mar 10, 2015 at 5:04 AM  
Subject: As expected, no "motion" filed, nor will it ever be  
To: Entire World@gmail.com

### Case Summary

Case Summary  
Please make a note of the Case Number.

[Click here to access document images for this case.](#)  
If this link fails, you may go to the Case Document Images site and search using the case number displayed on this page.

Case Number: BC338322  
LEONARD NORMAN COHEN ET AL VS KELLEY A LYNCH ET AL

Filing Date: 08/15/2005  
Case Type: Fraud (no contract) (General Jurisdiction)  
Status: Default Judgment Pursuant to Decl. 05/09/2006

Future Hearings

→None←

From: Paulette Brandt <paulettebrandt8@gmail.com>  
Date: Thu, Mar 12, 2015 at 2:42 PM  
Subject: Fwd: You now have 7.5 hours to file your purported "motion" as threatened (or not - like so many times before)  
To: Kelley Lynch <kelley.lynych.2010@gmail.com>

----- Forwarded message -----  
From: **STEPHEN R. GIANELLI** <stephengianelli@gmail.com>  
Date: Mon, Mar 9, 2015 at 8:59 AM  
Subject: You now have 7.5 hours to file your purported "motion" as threatened (or not - like so many times before)

1 To: [kelly.lynch.2010@gmail.com](mailto:kelly.lynch.2010@gmail.com)

2 It is now 9:00 am Los Angeles time on March 9, 2015 on the day you most recently  
3 claimed (twice) that you would be filing your “motion” to refer Leonard Cohen and  
4 others for a perjury prosecution in case number BC338322, the matter wherein default  
5 judgment in the amount of \$7.9M was entered against you and you were permanently  
6 enjoined from asserting any ownership interest in any Cohen related entities or in any  
7 entities created for Cohen’s benefit.

8 The courthouse closes at 4:30 pm.

9 You have seven and a half hours to file your “motion”.

10 I’ll reserve judgment until 4:30 pm.

11 From: Paulette Brandt <[paulettebrandt8@gmail.com](mailto:paulettebrandt8@gmail.com)>  
12 Date: Thu, Mar 12, 2015 at 2:43 PM  
13 Subject: Fwd: Your YouTube comments of today  
14 To: Kelley Lynch <[kelly.lynch.2010@gmail.com](mailto:kelly.lynch.2010@gmail.com)>

15 ----- Forwarded message -----  
16 From: STEPHEN R. GIANELLI <[stephengianelli@gmail.com](mailto:stephengianelli@gmail.com)>  
17 Date: Mon, Mar 9, 2015 at 1:21 AM  
18 Subject: Your YouTube comments of today  
19 To: [kelly.lynch.2010@gmail.com](mailto:kelly.lynch.2010@gmail.com)  
20 Cc: [Entire World@gmail.com](mailto:Entire_World@gmail.com)

21 Ms. Lynch,

22 You just posted that Lana Clarkson’s fingerprints were found on the bullets found in the gun that killed her.

23 This was never brought out during the first or second murder trial, it was never mentioned in any news article, and Mr.  
24 Spector’s defense attorney never mentioned it to me in any of our numerous communications during the retrial. Nor is  
25 this “fact” mentioned in ANY of Phil Spector’s many post-conviction appellate briefs.

26 Such evidence, if it existed, would have guaranteed a NOT GUILTY verdict and would guarantee that Mr. Spector would  
27 be out on bail pending appeal and not dying in a prison medical facility.

28 Therefore, one can say with absolute certainty that you are LYING again as usual.

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EXHIBIT 3

DECLARATION OF RAY CHARLES LINDSEY

I, Ray Charles Lindsey, declare as follows:

1. I am over the age of eighteen. The following facts are within my personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.
2. I am a resident of California.
3. Since approximately 2009, I have been receiving emails from Stephen Gianelli, Susanne Walsh (Leonard Cohen’s fan), and others. Leonard Cohen’s lawyer, Michelle Rice, was copied in on some of these emails.. Apart from Leonard Cohen, I do not know these people and have never met them. These individuals were also posting on the internet about my mother. Most of the emails related to matters involving Leonard Cohen, IRS, and Phil Spector.
4. My mother was Leonard Cohen’s personal manager for approximately 17 years. They had a falling out in the fall of 2004 to my knowledge. My mother is also a friend of Phil Spector.
5. On or around May 6, 2013, Ray Lawrence began privately emailing me. I don’t not know him and have never met him. He made serious accusations about my mother and was angry with my Aunt Karen. Karen is my mother’s sister.
6. While Ray Lawrence was in Minnesota, my mother lived with his roommate, Michael Ingrassia. My mother moved out of their house on June 4, 2013 and shortly thereafter I began receiving an onslaught of emails from him, Stephen Gianelli, and Susanne Walsh. My mother was the target of those emails. Ray Lawrence accused my mother of many things, including stealing Michael Ingrassia’s computer. My mother then sent out an email from Michael Ingrassia confirming that he had given her the computer.  
  
The accusations were confusing and disturbing. Whenever one of these individuals accused my mother of something in their mass emails, she would refute them, asked Gianelli, Walsh, Lawrence, and others, to stop emailing her, asked them to stop contacting her sons, family members, and friends, and/or advised them to cease and desist.
7. On or around June 18, 2013, I wrote Stephen Gianelli, Susanne Walsh, and Ray Lawrence advising them to stop contacting me and my immediate family because their emails were making me ill. See Exhibit A.
8. On June 21, 2013, my brother, Rutger Penick, responded to these emails and addressed the fact that he felt Stephen Gianelli was picking on my mother because she is poor. He sent a copy of that email to Ray Lawrence and Susanne Walsh. My mother and I were copied in as well. See Exhibit B.
9. At some point, Ray Lawrence’s emails made demands on my mother about property and evidence she left at his house with his permission.. He began threatening to destroy them, sell them, or provide her documents to Leonard Cohen’s lawyer, Michelle Rice. Gianelli and Walsh also sent emails advising Lawrence to send my mother’s evidence and paperwork to Michelle Rice. This was upsetting to my mother and she emailed the recipients of the emails the agreement she and Lawrence had entered into permitting her to store her belongings at his house.
9. The emails from Ray Lawrence were extremely slanderous and accusatory with respect to my mother and were upsetting and confusing. For the time being, they seem to have stopped.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 17, 2013 at Los Angeles, California.

SIGNED & FILED WITH COURT  
Ray Charles Lindsey

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EXHIBIT A  
(RAY LINDSEY'S DECLARATION)

From: Ray Lindsey  
Date: Tue, Jun 18, 2013 at 9:50 PM  
Subject: I'm getting physically ill  
To: Susanne Walsh <sanneka@esenet.dk>  
Cc: Ray Lawrence <monchobear@gmail.com>, "STEPHEN R. GIANELLI" <stephengianelli@gmail.com>

Please discontinue contacting anyone in my immediate family. This is causing me to become ill as a result of the consistent bullshit. I just want everything to stop. I know I've added my share to the pool, but this is getting too much for me. I'm getting in over my head and it's hurting my heart to have to see my mother go through as a result of her own actions and the actions of others.

Can't we all just practice compassion for one moment, please.

EXHIBIT B  
(RAY LINDSEY'S DECLARATION)

From: Rutger Penick  
Date: Fri, Jun 21, 2013 at 5:48 AM  
Subject: Re: I'm getting physically ill  
To: STEPHEN GIANELLI <stephengianelli@gmail.com>  
Cc: Kelley Lynch <kelley.lynch.2010@gmail.com>, Ray Lawrence <monchobear@gmail.com>, Susanne Walsh <sanneka@esenet.dk>

Stephen shut up already. Live the rest of your worthless life without picking on the poor. I am sure that makes you feel superior.

Sincerely,

Rutger Penick | MCTS:Windows 7

EXHIBIT 4

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Truth Sentinel Episode 40 (Phil Spector, truth, lies, guilt and innocence, murder trial)

Published on Feb 3, 2015

Truth Sentinel Episode 40 - part 2 of Truth, lies, guilt & innocence looks at the case of Phil Spector and asks if a retrial is needed. We speak to his former assistant Paulette Brandt, to Kelley Lynch and our resident researcher Seth Davis from 2 Real News.

<https://www.youtube.com/watch?v=PB1WMxTvnHg>

Truth Sentinel Episode 39 (Leonard Cohen, truth, lies, guilt, innocence, law, MK Ultra)

Published on Feb 2, 2015

Truth Sentinel Episode 39. Truth, lies, Guilt & innocence. We talk to Kelley Lynch about her legal battles with Leonard Cohen. Writer Anne Diamond joins us to talk about her experiences of dating & living next door to Cohen along with his links to MK Ultra. Anthony K talks about MK Ultra and the experiments that broke every ethical code of practice.

<https://www.youtube.com/watch?v=jVXTY0ATTR8>

**Exhibit NNN:  
Declaration of Kelley Lynch  
& Exhibits  
(submitted to IRS on March 1, 2015)**

**See [racketeeringact.wordpress.com](http://racketeeringact.wordpress.com).**

**Note: Signature page attached hereto.**



**DECLARATION OF KELLEY LYNCH  
SUBMITTED TO INTERNAL REVENUE SERVICE  
MARCH 1, 2015**

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Kelley Lynch declares:

1. I am a resident of Los Angeles, California and the age of 18, and have personal knowledge of the facts set forth hereinbelow and can competently testify thereto if called as a witness.

2. In approximately 1984, I began working for legendary entertainment industry attorney, Marty Machat. From approximately 1994 until the time of his death, in April 1988, I worked as Mr. Machat's personal and legal assistant. Mr. Machat and his son, Steven Machat, had an entertainment industry clientele. It was during this period of time that I was introduced to Phil Spector and Leonard Cohen who were two of Machat & Machat's legendary clients. After Mr. Machat's death in April 1988, Leonard Cohen hired me to work as his personal manager. I worked as Leonard Cohen's personal manager from approximately April 1988 through October 21, 2004. Following Marty Machat's death, Phil Spector hired me as his personal assistant/intern. I worked for Mr. Spector from sometime in 1988 through, although not nearly as regularly, some point in 1991. Thereafter, my friend and now roommate, Paulette Brandt, returned to Mr. Spector's employ and I devoted my time and energy specifically to Leonard Cohen, my family, and other projects. Beginning in approximately 1996, I began working as Adam Cohen's personal manager. Adam Cohen is Leonard Cohen's son. See also Kelley Lynch Case History.

3. When Phil Spector and Leonard Cohen first hired me, I worked from New York City where I resided with my husband, Douglas Penick, and our son, Rutger Penick. This was a particularly busy moment in time as Leonard Cohen had recently released his studio album, "I'm Your Man," and embarked on a very successful world tour. Additionally, Cohen was unraveling certain matters with his family friend and personal lawyer, Herschel Weinberg, which required a tremendous amount of work on

- 1 Exhibit AAAA: IRS Binder Index (April 9, 2012 Trial Evidence).
- 2 Exhibit BBBB: LAPD Report (emails are generally requests for “tax” information.)
- 3 Exhibit CCCC : Trial Transcript (RT 40).
- 4 Exhibit DDDD: Trial Transcript (RT 56-57).
- 5 Exhibit EEEE: Bail Hearing Transcript (RT 6 – DA Investigator).
- 6 Exhibit FFFF: (April 18, 2011 email testimony - RT 160-161; 266)
- 7 Exhibit GGGG: Trial Transcript (Spector & Cooley: RT 40, 60-61, 56-57, 157-159, 305, 265-266); Mick Brown emails.
- 8 Exhibit GGGG-1: (SSN & Driver’s License: RT 301-303, 319)
- 9 Exhibit HHHH: Schedules of Perjury – Declarations Leonard Cohen, Michelle Rice, Robert Kory, and Kevin Prins; Misrepresentatives in Declaration of Scott Edelman.
- 10 Exhibit IIII: Cohen Affidavit - Natural Wealth (Complaint attached as Exhibit “A” to Tactical Allocation’s Ex Parte Application in Intervention for Order Protecting & Preserving Evidence Related Case No. BC341220).

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
12 correct.  
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14 Dated: 1 March 2015  
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Kelley Lynch, In Propria Persona  
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**DECLARATION OF KELLEY LYNCH  
SUBMITTED TO IRS 03.01.15  
EXHIBIT INDEX**

- Exhibit A: Robert Hilburn Article; photo of Cohen working at Mt. Baldy.
- Exhibit B: Boulder Combined Court email and attached evidence; Kory & Rice domestic violence related orders.
- Exhibit C: Emails with court reporters re. March 23, 2012 hearing transcript.
- Exhibit C-1: MacLean's article. August 22, 2005.
- Exhibit D: Phil Spector Motion in Limine (Excerpted pages – Leonard Cohen gun incident); Mick Brown emails. (Motion - page 14 - "Brandishing" on Leonard Cohen.
- Exhibit E: Trial Transcript (RT 308-309).
- Exhibit F: Transcript March 23, Hearing.
- Exhibit G: Marty Machat letter dated November 25, 1990; Stranger Music, Inc. – Spreadsheet.
- Exhibit H: Berger, Berger & Beal letter to Marty Machat dated January 5, 1972.
- Exhibit I: Email to Steven Machat dated March 2, 2015 confirming book excerpts.
- Exhibit J: Transcript of Steven Machat & Kelley Lynch conversation.
- Exhibit K: Elmer Fox, Westheimer & Co. Tax Planning Memo for Leonard Cohen dated August 22, 1977.
- Exhibit L: IRS Notice dated September 12, 1988. [Confusion re. alternate SSN & IRS account]
- Exhibit M: Van Penick's letter to Kelley Lynch dated October 26, 1988.
- Exhibit N: LC letter to Dominique Issermann dated December 7, 1989 (off-shore account).
- Exhibit O: Jonas Herbsman letter to Herschel Weinberg dated January 8, 1990.
- Exhibit P: SOCAN Agreement (with Leonard Cohen).
- Exhibit Q: Leonard Cohen Productions, Inc. Certificate of Amendment of Certificate of Formation (changed name to BMT) dated March 11, 1993; Articles of Incorporation of Leonard Cohen Productions, Ltd., Nevada; Statement and Designation by foreign corporation.
- Exhibit R: Kelley Lynch fax to Richard Feldstein dated December 7, 1993.
- Exhibit S: Ed Dean letter to LC and KL dated November 15, 1996.
- Exhibit S-1: Richard Westin letter to Kelley Lynch dated February 5, 1998 (Blue Mist).

Exhibit T: Neal Greenberg's fax to Cohen's transaction attorney, Jonas Herbsman February 10, 1998.

Exhibit U: Richard Westin letter to Kelley Lynch dated June 1, 1998; Minutes of a Special Meeting of the Board of Directors of Blue Mist Corporation; Trial Transcript (page 279-293).

Exhibit V: Cohen's Opposition to CAK's Motion for an Order of Attachment dated August 30, 2000.

Exhibit W: Leonard Cohen's Declaration dated August 30, 2000[CAK litigation, Case No. 00 Civ. 1068 (DAB), United States District Court, Southern District of New York].

Exhibit X: Ken Cleveland fax to Kelley Lynch dated June 24, 1999; Leonard Cohen POA to IRS; Leonard Cohen letter to Mt. Baldy Zen Center dated November 1, 1996.

Exhibit Y: Ken Cleveland fax to Kelley Lynch dated July 22, 1999.

Exhibit Z: Reeve Chudd letter to Kelley Lynch dated September 8, 1999.

Exhibit AA: LC Investments, LLC Certificate of Formation dated October 19, 1999; Operating Agreement dated August 21, 2000.

Exhibit BB: Leonard Cohen's email (baldymonk@aol.com) dated May 19, 2000 to Kelley Lynch (tsimar@aol.com).

Exhibit CC: Richard Westin Memorandum dated May 23, 2000.

Exhibit DD: BMT letter to IRS re. 341(f) election.

Exhibits EE: BMT 1999 and 2000 federal tax return.

Exhibit FF: Cohen signed Assignment (signature page only) dated September 15, 2000.

Exhibit GG: Richard Westin's September 16, 2000 letter to Kelley Lynch.

Exhibit HH: LASD Inventory dated October 18 & 24, 2005.

Exhibit II: May 21, 1994 letter to Kelley Lynch from Tom Robbins.

Exhibit JJ: Don Friedman's letter to Stuart Bondell, Sony, dated September 19, 2000.

Exhibits KK: Westin fax to KL and Greg McBowman dated September 20, 2000.

Exhibit KK-1: Fax from Richard Westin to Cohen and me dated October 10, 2000.

Exhibit LL: Richard Westin Proposal to Leonard Cohen dated November 19, 2000.

Exhibit MM: Richard Westin Proposal to Kelley Lynch and Leonard Cohen dated December 4, 2000.

Exhibit NN: Leonard Cohen letter to Westin dated December 7, 2000 (wrapping Greenberg in A/C privilege).

Exhibit OO: Annuity Agreement dated December 7, 2000.

Exhibit PP: Kelley Lynch/TH Promissory Note; Corporate Minutes dated December 21, 2000.

Exhibit QQ: Traditional Holdings Formation documents; Lynch & Cohen Powers of Attorney to Westin re. TH; State of Kentucky Email; TH – 2001, 2002, 2003 Annual Reports; Application for Employer ID – prepared by Westin who signed Kelley Lynch’s name.

Exhibit RR: Traditional Holdings Stock Certificates No. 1, 2, 3; Stock Ledger.

Exhibit SS: CAK Settlement Agreement dated December 7, 2000.

Exhibit TT: KL Indemnity Agreement dated January 8, 2001.

Exhibit UU: IRS Notice: August 13, 2001 - \$1 million prepayment TH deal.

Exhibit VV: Grubman, Indursky & Schindler letter dated April 18, 2001 to Cohen and TH.

Exhibit WW: Trial Transcript (pages 285-288)

Exhibit XX: Lynch & Westin emails (cc: Cohen) dated February 11, 2002.

Exhibit YY: Richard Westin letter dated March 6, 2002.

Exhibit AAA: David Woltz, IRS Office of Chief Counsel, letter to Richard Westin dated October 8, 2002.

Exhibit BBB: State of Kentucky Schedule K-1 for Lynch & Cohen – 2003.

Exhibit CCC: Neal Greenberg IRS Danger Warning letters dated January 16, 2004 and June 25, 2014.

Exhibit DDD: Westin emails re. Old Ideas, LLC; Dear Heather liner notes – publishing Old Ideas, LLC.

Exhibit FFF: KL email to Leonard Cohen with forwards of emails to Stuart Bondell (Sony International), Ian MacKay (Sony Canada), and Denise Donlon (Sony Canada) dated July 22, 2004.

Exhibit GGG: Kelley Lynch (tsimar) email to Leonard Cohen (baldymonk) dated September 16, 2004 [Commission – 1099 information].

Exhibit HHH: Diane Baxa, City National Bank, email to Kelley Lynch dated March 29, 2013.

Exhibit III: Trial Transcript (pages 301-303; 319; 290-293)

Exhibit JJJ: Richard Westin email to Kelley Lynch dated September 24, 2004.

Exhibit KKK: Westin emails to Lynch dated September 20, 2004 (LCI “Office”)

Exhibit LLL: Westin letters to State of Kentucky; Lynch and Cohen) dated October 6, 2004.

Exhibit: LLL-1: 2001, 2001, and 2003 Traditional Holdings, LLC tax returns.

Exhibit MMM: DiMascio letter to Robert Kory dated November 13, 2004 (CNB account freeze).

Exhibit NNN: USPS Mail Fraud Notice & Confirmation No.OR18421598.

Exhibit OOO: Kelley Lynch email to DiMascio & Berardo dated January 5, 2005 (accounting fraud re. expense ledger).

Exhibit PPP: DiMascio & Berardo letter to Kelley Lynch dated February 7, 2005.

Exhibit QQQ: Trial Transcripts (pages 351-358) – Cohen & Rice testimony.

Exhibit RRR: Kory letter to DiMascio dated February 11, 2005 (Traditional Holdings, LLC “problematic” loans to Leonard Cohen).

Exhibit SSS: Steve Lindsey email to Kelley Lynch dated May 2, 2005.

Exhibit TTT: Ann Diamond (draft article for Rolling Stone).

Exhibit UUU: King Drew May 225, 2005 fraudulent report.

Exhibit VVV: Trial Transcript (pages 293-297)

Exhibit WWW: KL email to Cohen & Kory dated July 30, 2005 & August 3, 2005 (advising them that I have reported the allegations that Cohen committed criminal tax fraud).

Exhibit XXX: Kelley Lynch State Bar Complaints re. Cooley & Lindsey’s custody lawyers dated February 17, 2007.

Exhibit YYY: State Bar Letter re. Cooley dated February 28, 2007.

Exhibit ZZZ: Judge Lewis Babock’s Order dated September 5, 2005; Trial Transcript (pages 355 ...)

Exhibit AAAA: IRS Binder Index (April 9, 2012 Trial Evidence).

Exhibit BBBB: LAPD Report (emails are generally requests for “tax” information.)

Exhibit CCCC : Trial Transcript (RT 40).

Exhibit DDDD: Trial Transcript (RT 56-57).

Exhibit EEEE: Bail Hearing Transcript (RT 6 – DA Investigator).

Exhibit FFFF: (April 18, 2011 email testimony - RT 160-161; 266)

Exhibit GGGG: Trial Transcript (Spector & Cooley: RT 40, 60-61, 56-57, 157-159, 305, 265-266); Mick Brown emails.

Exhibit GGGG-1: (SSN & Driver's License: RT 301-303, 319)

Exhibit HHHH: Schedules of Perjury – Declarations Leonard Cohen, Michelle Rice, Robert Kory, and Kevin Prins; Misrepresentatives in Declaration of Scott Edelman.

Exhibit IIII: Cohen Affidavit - Natural Wealth (Complaint attached as Exhibit "A" to Tactical Allocation's Ex Parte Application in Intervention for Order Protecting & Preserving Evidence Related Case No. BC341220).

**Exhibit OOO:  
Non-revocable Assignments  
to Blue Mist Touring Company, Inc.**



**ASSIGNMENT, ASSUMPTION AND CONSENT**

**ARTIST'S RECORD ROYALTY RIGHTS**

AGREEMENT made by Leonard Cohen, an individual, residing in Los Angeles, California, herein called the Assignor; and Blue Mist Touring Company, Inc., a California corporation with principal place of business at 419 North Larchmont, Suite 91, Los Angeles, California, herein called the Assignee,

Witnesseth:

Whereas Assignor produced numerous master recordings, and

Whereas under date of April 26, 1967 and September 1, 1973 the Assignor and Sony Music, Inc., (itself and as successor to CBS Records) a corporation with principal place of business in the City of New York, State of New York, herein called the Third Party, entered into certain agreements, herein called the Agreement, pertaining to master recordings and related matters, including but not limited to record royalties with respect to master recordings and copyright interests in unreleased recordings not previously delivered to the Third Party. The Assignor desires to assign to the Assignee all its rights under the Agreement. Said agreement is attached here and made a part hereof.

*NOW THEREFORE*, it is mutually agreed as follows:

1. The Assignor hereby assigns, transfers and sets over to the Assignee all his rights under the above-mentioned Agreement, intending especially to transfer to the Assignee

- (A) the record royalties with respect to master recordings and
- (B) the sound recording copyrights in unreleased recordings.

2. In consideration thereof the Assignee has, contemporaneously with the execution and delivery hereof, promised to undertake all obligations under said .

3. In order to induce the Assignee to accept this Assignment and to provide the consideration therefor, the Assignor represents and warrants to the Assignee:

- (a) That all payments required to be made by the Assignor under the Agreement have been duly made; and that the Agreement is now in full force and effect;
- (b) That the Assignor has duly complied with all the other provisions of the Agreement on its part to be performed;
- (c) That no claims have heretofore been asserted or threatened against the Assignor by reason of anything arising out of or in connection with the Agreement, and that there is no litigation, pending or threatened, with respect

- thereto; and
- (d) That, if and to the extent necessary, the Third Party has duly consented to the execution and delivery of this assignment; and
- (e) That he will take all steps necessary to assure that any remainder or outstanding interests in any right that might lapse or revert in his favor is immediately transferred to the Assignee.

4. The Assignee hereby assumes and undertakes to perform all the obligations of the Assignor under the Agreement. It covenants with the Assignor as follows:

- (a) That it shall duly and punctually make all the payments to be made under the Agreement;
- (b) That it shall duly comply with all the provisions of the Agreement on its part to be performed; and
- (c) That it shall indemnify the Assignor against any and all claims and demands in respect to the Agreement.

5. This assignment and assumption shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 29<sup>th</sup> day of December, 1999

Assignor

By: Leonard Cohen  
Leonard Cohen

[Corporate Seal of Assignee]

Assignee

Attest:

By: Kelley Lynch  
Kelley Lynch, Secretary

By: Leonard Cohen  
Leonard Cohen, President

**ASSIGNMENT, ASSUMPTION AND CONSENT**

**WRITER'S ROYALTIES**

AGREEMENT made by Leonard Cohen, an individual, residing in Los Angeles, California, herein called the Assignor; and Blue Mist Touring Company, Inc., a California corporation with principal place of business at 419 North Larchmont, Suite 91, Los Angeles, California, herein called the Assignee,

Witnesseth:

WHEREAS, under date of March 16, 1967 Assignor and LCMSI, (the Initial Third Party) a corporation with its principal place of business at 419 North Larchmont, Suite 91, Los Angeles, California, entered into a Songwriter's Agreement, and thereafter on November 18, 1996, Assignor and Sony/ATV, Inc., herein called the Subsequent Third Party, entered into another Songwriter's Agreement, which modified the terms of the 1967 agreement, the two agreements hereinafter being referred to as the Agreement and the Initial and Subsequent Third Parties being known as the Third Party. The Assignor desires to assign to the Assignee all its rights under the Agreement. Said agreement is attached hereto and made a part hereof.

*NOW THEREFORE*, it is mutually agreed as follows:

1. The Assignor hereby assigns, transfers and sets over to the Assignee its rights under the aforementioned Agreement, including, :

- (A) the writer's share of performing right's income, and
- (B) the royalties Leonard Cohen receives from Sony Music International from all other sources, including mechanical royalties and synchronization royalties.

2. In consideration thereof the Assignee has, contemporaneously with the execution and delivery hereof, made certain promises to the Assignor, the communication of which is hereby acknowledged by the Assignor.

3. In order to induce the Assignee to accept this Assignment and to pay the consideration therefor, the Assignor represents and warrants to the Assignee:

- (a) That all payments required to be made by the Assignor under the Agreement have been duly made; and that the Agreement is now in full force and effect;
- (b) That the Assignor has duly complied with all the other provisions of the Agreement on its part to be performed;

- (c) That no claims have heretofore been asserted or threatened against the Assignor by reason of anything arising out of or in connection with the Agreement, and that there is no litigation, pending or threatened, with respect thereto; and
- (d) That, if and to the extent necessary, the Third Party has duly consented to the execution and delivery of this assignment; and
- (e) That he will take all steps necessary to assure that any remainder or outstanding interests in any copyright that might lapse or revert in his favor is immediately transferred to the Assignee.

4. The Assignee hereby assumes and undertakes to perform all the obligations of the Assignor under the Agreement. It covenants with the Assignor as follows:

- (a) That it shall duly and punctually make all the payments to be made under the Agreement;
- (b) That it shall duly comply with all the provisions of the Agreement on its part to be performed; and
- (c) That it shall indemnify the Assignor against any and all claims and demands in respect to the Agreement.

5. This assignment and assumption shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 28<sup>th</sup> day of Dec 1998

Attest:

[Corporate Seal]

Attest:

*Kelley Lynch*  
Kelley Lynch, Assistant Secretary

Assignor

By... *Leonard Cohen*  
Leonard Cohen

Blue Mist Tearing Company, Inc.  
Assignee

By... *Leonard Cohen*  
Leonard Cohen, President

**ASSIGNMENT, ASSUMPTION AND CONSENT**

**SOCAN AGREEMENT: WRITER'S SHARE OF PERFORMANCE INCOME**

AGREEMENT made by Leonard Cohen, an individual, residing in Los Angeles, California, herein called the Assignor; and Blue Mist Touring Company, Inc., a California corporation with principal place of business at 419 North Larchmont, Suite 91, Los Angeles, California, herein called the Assignee,

Witnesseth:

WHEREAS, under date of February 19, 1991 Assignor and the Society of Composers, Authors and Music Publishers of Canada (the Third Party) a Canadian entered into a Membership Agreement and Assignment of Performing Rights (hereinafter "the Agreement"). The Assignor desires to assign to the Assignee all its rights under the Agreement. Said agreement is attached hereto and made a part hereof.

*NOW THEREFORE*, it is mutually agreed as follows:

1. The Assignor hereby assigns, transfers and sets over to the Assignee its rights under the aforementioned Agreement, including the writer's share of performance
2. In consideration thereof the Assignee has, contemporaneously with the execution and delivery hereof, made certain promises to the Assignor, the communication of which is hereby acknowledged by the Assignor.
3. In order to induce the Assignee to accept this Assignment and to pay the consideration therefor, the Assignor represents and warrants to the Assignee:
  - (a) That all payments required to be made by the Assignor under the Agreement have been duly made; and that the Agreement is now in full force and effect;
  - (b) That the Assignor has duly complied with all the other provisions of the Agreement on its part to be performed;
  - (c) That no claims have heretofore been asserted or threatened against the Assignor by reason of anything arising out of or in connection with the Agreement, and that there is no litigation, pending or threatened, with respect thereto; and
  - (d) That, if and to the extent necessary, the Third Party has duly consented to the

execution and delivery of this assignment; and

- (e) That he will take all steps necessary to assure that any remainder or outstanding interests in any copyright that might lapse or revert in his favor is immediately transferred to the Assignee.

4. The Assignee hereby assumes and undertakes to perform all the obligations of the Assignor under the Agreement. It covenants with the Assignor as follows:

- (a) That it shall duly and punctually make all the payments to be made under the Agreement;
- (b) That it shall duly comply with all the provisions of the Agreement on its part to be performed; and
- (c) That it shall indemnify the Assignor against any and all claims and demands in respect to the Agreement.

5. This assignment and assumption shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 29<sup>th</sup> day of December 1999.

Attest:

[Corporate Seal]

Attest:

Kelley Lynch, Assistant Secretary

Assignor

By... Leonard Cohen  
Leonard Cohen

Blue Mist Touring Company, Inc.  
Assignee

By... Leonard Cohen  
Leonard Cohen, President

ASSIGNMENT, ASSUMPTION AND CONSENT

MASTER TAPES OF 1979, 1988 and 1993 LIVE PERFORMANCES

AGREEMENT made by Leonard Cohen, an individual, residing in Los Angeles, California, herein called the Assignor; and Blue Mist Touring Company, Inc., a California corporation with principal place of business at 419 N. Larchmont Blvd., Suite 91, Los Angeles, California, herein called the Assignee,

Witnesseth:

The Assignor desires to assign to the Assignee all its rights under the Agreement. Said agreement is attached hereto and made a part hereof.

NOW THEREFORE, it is mutually agreed as follows:

1. The Assignor hereby assigns transfers and sets over to the Assignee the Master Recordings of the live songs listed on Exhibit A hereto ("the Property").
2. In consideration thereof the Assignee has, contemporaneously with the execution and delivery hereof, made certain promises to the Assignor, the communication of which is hereby acknowledged by the Assignor.
3. In order to induce the Assignee to accept this Assignment and to pay the consideration therefor, the Assignor represents and warrants to the Assignee:
  - (a) That all payments required to be made by the Assignor arising under any obligations to produce and store such have been duly made;
  - (b) That no claims have heretofore been asserted or threatened against the Assignor by reason of anything arising out of or in connection with the Property; and
  - (c) The Assignor does not violate any other party's rights by making thhis.
  - (d) If the Assignee determines that any one or more of the properties is defective or is artistically flawed, then the Assignor shall acquiesce in the replacement of any such property with a track of the

KL00753

same song, but of better quality, as determined by the Assignee. In such a case, the Assignor shall receive back the old property in exchange for the new one.

4. The Assignee hereby assumes and undertakes to perform all the obligations of the Assignor under the Agreement. It covenants with the Assignor as follows:

(a) That it shall indemnify the Assignor against any and all claims and demands in respect to the Property.

5. This assignment and assumption shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have caused these presents to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 4th day of August, 2000.

Assignor

Attest

By Leonard Cohen  
Leonard Cohen

[Corporate Seal]

Blue Mist Touring Company, Inc.  
Assignee

Attest

Kelley Lynch  
Kelley Lynch, Asst. Secretary

By Leonard Cohen  
Leonard Cohen, President



**EXHIBIT A:**

*LIST OF PROPERTIES CONSTITUTING THE PROPERTY*

The following digital recordings, embedded on magnetic tape and labeled as follows:

Song Name	Labeled
Field Commander Cohen	MR # 1979.1
The Window	MR # 1979.2
The Guest	MR # 1979.3
Famous Blue Raincoat	MR # 1979.4
Is This What you Wanted	MR # 1979.5
The Smokey Life	MR # 1979.6
Hey That's No Way to Say Goodbye	MR # 1979.7
The Gypsy Wife	MR # 1979.8
So Long Marianne	MR # 1979.9
Why Don't You Try	MR # 1979.10
Ain't No Cure for Love	MR # 1988/1993.1
Tower of Song	MR # 1988/1993.2
First We Take Manhattan	MR # 1988/1993.3
Take this Waltz	MR # 1988/1993.4
I'm Your Man	MR # 1988/1993.5
Avalanche	MR # 1988/1993.6
The Future	MR # 1988/1993.7
Anthem	MR # 1988/1993.8
Democracy is Coming to the USA	MR # 1988/1993.9
Waiting for the Miracle	MR # 1988/1993.10

**Exhibit TTT:  
Stephen Gianelli's email  
dated September 24, 2015 at 11.01 PM to Kelley Lynch  
(enclosing Michelle Rice's email to Gianelli  
re. Westin, Lloyd's of London, and Kelley Lynch)**

From: **Stephen R. Gianelli** <stephengianelli@gmail.com>  
Date: Thu, Sep 24, 2015 at 11:01 PM  
Subject: Proper credit in the renewed judgment amount for the "policy limit" settlement contribution on behalf of defendant Richard Westin; BC338322  
To: kelley.lynch.2010@gmail.com

Ms. Lynch,

You are entitled to a "credit" against the judgment amount for the amounts contributed by Richard Westin's insurance carrier toward Plaintiff's damages, and amount that Michelle Rice has characterized in writing as a "policy limit" settlement. (See attached email.)

There is case law holding that the judgment debtor is entitled to object to the renewal of a judgment on this basis (i.e. that the renewed judgment amount does not reflect proper credits due). However, given your attitude I am not inclined to spend the time finding the citation for you.

Very truly yours,

Stephen R. Gianelli  
Attorney-at-Law (ret.)  
Crete, Greece

From: Michelle Rice <[mrice@rbklaw.com](mailto:mrice@rbklaw.com)>  
To: "[stephengianelli@gmail.com](mailto:stephengianelli@gmail.com)" <[stephengianelli@gmail.com](mailto:stephengianelli@gmail.com)>  
Sent: Tuesday, August 13, 2013 7:29 PM  
Subject: Re:

Stephen:

I attach the civil case document image from LASC online services which shows that KL filed the motion on Friday 8/9. We have not been served on LC's behalf. It takes several days to update the public database. Her filings should show up by the end of the week there.

LOL - "Gibson Dumb and Dumber" as KL calls them. We will NOT have Edelman or GDC anywhere near this response.

I researched and wrote the complaint against KL and Richard Westin as a 2nd year lawyer. Edelman and GDC were essentially a "filing service" for our firm. Every essential "victory" against KL was masterminded, researched and instituted by me and LC knows this - the Writ of Possession getting LC's docs and personal effects back from KL's house on Mandeville Canyon Rd, the LA restraining order in Oct. 2005 (wrote LC's dec), the Colorado permanent restraining order in 2008 (I drafted LC's declaration and hired Harvey Steinberg, CO counsel), the mediation against Richard Westin (wrote LC's brief and attended mediation with Justice Stone of JAMS), etc., etc. Edelman sat there during the JAMS mediation and did not have a command of any of the facts. Edelman was also convinced that KL "cut off the chain of causation" against Richard Westin and that LC could not recover anything against Westin for KL's acts as the insurance carrier vehemently argued. The call to Lloyd's of London (the reinsurer for Westin's malpractice policy) for the policy limit payout at the end of the day which was based on my tort argument in the mediation brief convinced Edelman otherwise. Seriously, he did not do anything in helping get the default judgment against KL - his firm "fronted" the litigation, but by and large all of the hard, heavy duty thinking came from me and Robert.

Michelle L. Rice, Esq.  
Kory & Rice LLP  
9300 Wilshire Blvd., Suite 200  
Beverly Hills, CA 90212  
Phone: (310) 285-1633  
Fax: (310) 278-7641

**NOTICE:** This email is confidential and may be legally privileged. It is intended solely for the addressee. If you have received this email in error, please destroy this message immediately along with all attachments, if any, and please report the receipt of this message to the sender at the address listed above. Thank you for your cooperation.

Exhibit ~~YF~~: *ccc*

Bloody stump email; Stephen Gianelli's email Ed Lozzi, cc. to Lynch, and Lozzi's email to Lynch re. Michelle Rice

**EMAILS FROM HELVETIA HORNWALLER  
A PROBABLE MONIKER FOR STEPHEN GIANELLI**

From: **Helvetia Hornwaller** <simitheseventeenthshitzu@gmx.at>

Date: Sat, Aug 31, 2013 at 1:44 AM

Subject:

To: Kelley.lynch.2010@gmail.com

Kelley, you are diseased scum and the essence of evil. In another time you, like all alcoholic, drug addicted witches and whores, would have been burned at the stake for your horrible crimes and insanity. The best we can hope for now is that you are raped and murdered in jail after you are sent back shortly. Or maybe you will die of a brain tumor or lung cancer. However you die, it is important that you burn in Hell for all eternity. How you ever escaped jail for abuse of your children is a mystery. Not only did you abuse them emotionally and neglect their basic material needs, nutrition, and safety, but you abused them sexually too, and allowed your depraved Hollywood friends to abuse them sexually. Really Kelley, making Rutger and Ray snort coke off the head of Oliver Stone's cock at your infamous parties. That is just beyond evil, not to mention a severe violation of Miss Manner's etiquette. Rutger and Ray still to this day cry themselves to sleep reliving the horrible abuse you dished out to them. That's why Rutger's hand is now a DISGUSTING BLOODY STUMP. He was overwrought with grief for his mentally ill, alcoholic mother, so grief stricken that he couldn't pay attention at the slicing machine and got his fingers lopped off. You like to say it was Leonard Cohen's fault but it actually was your fault, Kelley, entirely your fault. I guess that's why Rapunzel's second cousin told everyone how you wanted to be fist fucked with RUTGER'S BLOODY STUMP. Go to the stump, Kelley, go to the stump. And maybe you could coat it with LSD, for a long time your drug of choice, before he shoves it up your foul, diseased cooze and wipes off his BLOODY STUMP on your saggy, wrinkled tits. I'm sure you'll let out several howls and dozens of your infamously foul vaginal blood farts after he consummates the act. Alex The Rat and Libby The Lush would approve and so would Dorcas Dooglemeyer. Nor to mention Leonard Cohen and Phil Spector. Don't bother forwarding this email to the FBI, IRS, DOJ, ATF, FTB, LAPD, Vivienne, Dennis, Doug, Ann, Kelly, Robert, Michelle, Bruce, Anderson, or any of your other regulars. They blocked you long ago. Your emails to them go into the ether. Thank God you and your flea bitten attorney, Francisco the Fuckup Feeb, are too incompetent to file a proper legal motion. Criminal appeal denied. Writ denied. Motion to vacate the seven year old default judgment will soon be denied. Soon you will have your probation hearing and will be sent back to jail for a very long time. You could always commit suicide, Kelley. I think that would be your best option, actually. Do the world a favor, you drunken old hag.

Your friend,  
Simi The Seventeenth Shi-Tzu

Criminal Stalker Stephen Gianelli creates these monikers to slander and trash my teachers, 14th Sharmapa & 17th Karmapa.

<http://riverdeepbook.blogspot.com/2013/05/leonard-cohen-former-buddhist-is.html>

From: **Helvetia Hornwaller** <simitheseventeenthshitzu@gmx.at>  
Date: Sat, Aug 31, 2013 at 10:46 AM  
Subject:  
To: Kelley.lynch.2010@gmail.com

I'm not Gianelli. I'm me - Simi The Seventeenth Shi-Tzu. You and I are dear friends, Kelley, and we go way back! And this is not Google. What a fucking moron you are! You deserve to be back in jail based on your stupidity alone. But I digress. I hope you like eating pussy cuz that's what you'll be forced to do on a daily basis once the bull dykes at the jail get a hold of you. It most likely will be diseased, foul, scab encrusted pussy, your favorite after RUTGER'S BLOODY STUMP! I wouldn't be surprised if some of those bull dykes fist fuck your foul disease ridden cooze. Plus rapes from some of the jailhouse guards. You know that guards can be bought from the outside. Lots of them are corrupt and would welcome an opportunity to gain some extra cash, especially for doing something they enjoy anyway. I can almost guarantee that based on where you're being sent. Hint - it won't be the Lynwood Jail. That was a cake walk compared to where you're going, dearie. You reap what you sow, Kelley. Your karma is FUCKED! You are FUCKED, YOU DISEASED SKANK! Just kill yourself already.

SSS

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**CO-CONSPIRATOR STEPHEN GIANELLI  
EMAILED EDWARD LOZZI COPYING LYNCH  
IN ON THEIR CORRESPONDENCE  
(LOZZI IS THE PUBLICIST FOR LANA CLARKSON,  
THE INDIVIDUAL WHO SHOT HERSELF AT PHIL SPECTOR'S HOME)**

From: **STEPHEN R. GIANELLI** <stephengianelli@gmail.com>  
Date: Sun, May 24, 2015 at 10:26 PM  
Subject: Phillip Spector - pending petition for habeas corpus in the federal district court  
To: epl@lozzipr.com

Dear Ed,

You latest blog post about the pending Spector “appeal” being mere grandstanding evinces a lack of understanding of the process that is now playing out in federal court.

Now that the state court appeals (California Court of appeal, petition for review to the California Supreme Court) have been exhausted, Spector may now ask (and has asked) the federal district court to review the FEDERAL issues implicated by the conviction, of which there are several – including the so called “structural error” consisting of the prosecutor playing a Court TV video tape of the trial judge from a prior hearing held

outside the presence of the jury in trial #1 indicating where an evidence technician (whose hands could only be seen by the court at the hearing) was testifying that she observed blood on the victim's hands. (This was a key issue, because blood on the front of the hand would indicate a defensive position of the hand, blood on the back of the hand would suggest a suicide.)

This is a meritorious issue, and if Riordan is correct that structural error was committed, it will result in an automatic reversal and retrial with no weighing of prejudice.

It should also be noted that only one appellate court has looked at the case "on the merits" of the issues: The California Court of appeal. The petitions to the California Supreme Court [FN - below] and to the United States Supreme Court [FN] were discretionary (and decided on considerations OTHER THAN the merits of Spector's arguments on appeal) Therefore, the fact that the California and United States Supreme Court denied the respective petitions for review is no reflection at all on the merit of Spector's issues on appeal, including those now pending in the district court.

This issue is now being evaluated by a federal magistrate on the briefs submitted by each side under federal court case law decided under the United States Constitution.

By September of this year the magistrate judge will submit his report and recommended disposition of Spector's petition (grant or deny) and then the assigned district court judge will sign off. The losing side in that decision may then appeal to the 9<sup>th</sup> Circuit Court of Appeals. That forum is where Spector appellate counsel Dennis Riordan is best known and respected by the justices, and has also had his highest rate of success – including Mr. Riordan's recent successful appeal on behalf of Barry Bonds of his obstruction of justice conviction. (Bonds' conviction was reversed on technical legal grounds, and he may not be retried.)

To write this process off as mere "grandstanding" or to infer from the prior decisions affirming the conviction during the state court appeal process (or from the US Supreme Court's refusal to exercise discretionary review, which decision was not "on the merits" and was a one and a million shot to begin with) – that Spector has no chance of succeeding in the district court or in the 9<sup>th</sup> circuit would be a mistake.

Note also that Barry Bonds initially LOST in the 9<sup>th</sup> Circuit, but that Dennis Riordan convinced the either 9<sup>th</sup> Circuit to hear the case "en banc", and it was during this process that Dennis Riordan won the case for his client. (The oral argument is on line, and you can see from the video the tremendous respect the justices of the 9<sup>th</sup> Circuit Court of Appeals have for Mr. Riordan and you can also see how posed and skilled he is arguing before the



court.) [http://www.ca9.uscourts.gov/media/view\\_video.php?pk\\_vid=0000006568](http://www.ca9.uscourts.gov/media/view_video.php?pk_vid=0000006568) This video vividly illustrates that with a lawyer of Dennis Riordan's caliber representing the defendant, the case truly "ain't over till its over".

I am no apologist for Phil Spector, nor do I have an opinion as to his guilt or innocence.

I simply believe that we cannot decide the case until he has had a fair trial, and that he has not had. The trial should have been about one thing only" Who was holding the gun when Lana Clarkson died. Instead, too much of the trial consisted of airing ancient history, 30, 20, and 10 years before Spector even met Clarkson.

Very truly yours,

Stephen R. Gianelli  
Attorney-at-Law (ret.)  
Crete, Greece

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FN- The **California Supreme Court's** function is to preside over the orderly and consistent development of California case law. Therefore, the primary ground for granting a petition in a particular case is if review is necessary to *secure uniformity of decision* among the appellate courts or to *settle an important question of law*, as stated in California Rules of Court, rule 8.500(b). **The U.S. Supreme Court** gives full consideration to but a small fraction of the cases it has authority to review. With many important categories of cases, the party seeking Supreme Court review does so by "petitioning" the Court to issue a "writ of certiorari." (See, e.g., 28 U.S.C. §§ 1254, 1257, 2350.) While a decision to deny cert. lets the lower court's ruling stand, *it does not constitute a decision by the Supreme Court on any of the legal issues raised by the case*. Rule 10 of the Supreme Court Rules lists some of the considerations that may lead the Court to grant certiorari. But the decision to grant or deny cert. is discretionary.

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**ED LOZZI EMAIL TO KELLEY LYNCH**

**RE. HER MOTION FOR TERMINATING SANCTIONS,  
RICO DEFENDANT MICHELLE RICE,  
THE RETALIATORY SANCTIONS MOTION,  
& LEONARD COHEN'S FAN, MARIE MAZUR**

From: **Edward Lozzi** <[friendsoflanaclarkson@yahoo.com](mailto:friendsoflanaclarkson@yahoo.com)>  
Date: Thu, May 28, 2015 at 8:33 AM  
Subject: Press Release  
To: "[kelley.lynch.2010@gmail.com](mailto:kelley.lynch.2010@gmail.com)" <[kelley.lynch.2010@gmail.com](mailto:kelley.lynch.2010@gmail.com)>

Ms. Lynch,

Interesting blog.

My question is: When you acknowledge Michelle Rice's dominance over you by kneeling before her and notifying the Court that you are WITHDRAWING your Motion for Terminating Sanctions as Ms. Rice's letter of May 26, 2015 demands (and as we all know you will) are you also going to send out a press release informing everyone on your original distribution list (including Web Heights/Marie Mazur) that after all of the hoopla on your blog you have decided to run and hide like a scared little puppy with your tale between your legs?

You see, I have always known the despite your tough talk you are a coward at heart - ever since you started publicly attacking a woman whose daughter was a murder victim.

Cyber bullies always are.

That is one press release that I cannot wait to read and would be pleased to help you write.

**Exhibit EEEE**  
**Robert Kory Email dated**  
**June 10, 2005 to**  
**Matthew Traub, DKC News**

## Matthew Traub - Agile Group Pre-Emptive Strike

---

**From:** Robert Kory <rkory@rbklaw.com>  
**To:** Mathew Traub <matthew\_traub@dkcnews.com>  
**Date:** 6/10/2005 1:55 AM  
**Subject:** Agile Group Pre-Emptive Strike  
**CC:** Leonard Cohen <baldymonk@aol.com>, Sam Feldman <feldman@slfa.com>, Michelle Rice <mrice@rbklaw.com>

---

Dear Matt:

We learned last Friday that Agile Group, an investment adviser that managed Leonard's funds, might be taking a pre-emptive strike to avoid addressing their potential liability for the loss of Leonard's life savings. We were not sure whether they would make good on their threat, as the Agile Group lawyers had consistently requested confidentiality, and as you know, Leonard had wanted to follow that course, if possible. The strategy did not work.

Below, you will find a press release issued by a Boulder, Colorado based law firm at 6PM Thursday evening. The law firm filed a law suit alleging that Leonard and I have conspired to defame the investment adviser and extort a settlement. The allegations are baseless, and we think the strategy reflects a measure of desperation in response to Leonard's legitimate claims. The allegations also show that this group is willing to get into the gutter. Note that the law firm acknowledges in the press release that Leonard's manager misappropriated funds. The complaint is based largely on on founded charges by Kelley.

To date we have not been served, and the suit was evidently filed Monday. We do not have a copy of the complaint, although I have a draft that I can forward under separate cover. I expect that the Colorado court does not have jurisdiction.

In any event, we are forced to file in federal court here in Los Angeles. It will take at least a week to prepare our complaint and file.

I would like to speak with you early tomorrow morning. I will call you when I get up with the hope of reaching you in your office or on your cell phone. Also, we can wire or overnight the \$20,000 retainer on Friday.

The battle has begun. Thanks in advance for your help,

Robert

-----  
<http://biz.yahoo.com/bw/050609/95828.html?v=1>

Agile Group Sues Recording Artist Leonard Cohen for Extortion and Civil Conspiracy  
Thursday June 9, 5:59 pm ET

BOULDER, Colo.--(BUSINESS WIRE)--June 9, 2005--Colorado investment company Agile Group ("Agile") has charged international recording artist Leonard Cohen and another individual, Robert Kory, of civil conspiracy and extortion.

In a lawsuit filed Monday in Boulder County District Court, Agile states that Cohen and Kory have threatened to irreparably damage Agile's reputation in order to extort millions of dollars from Agile and its insurer. Agile states that Cohen and Kory falsely claim that Agile bears responsibility for the alleged misappropriation of Cohen's invested funds by Cohen's former manager. The Complaint also states that Cohen and Kory attempted to (and in some instances did) recruit third parties in their conspiracy and procure false testimony.

Agile seeks a judgment against Cohen and Kory for all actual, compensatory, punitive and other damages as a result of Cohen and Kory's wrongful conduct. Agile is also asking that Cohen and Kory be prevented from publishing or disseminating false information concerning Agile for the purpose of disparaging and damaging its professional reputation.

Agile is a Colorado broker-dealer and investment advisor that manages over \$550 million in funds for more than 400 clients. Its principal, Neal Greenberg, has been a prominent Boulder resident, and an industry and community leader for decades. Leonard Cohen has been a celebrity in the music business since the 1960s. He is best known for his lyrical folk music, including songs such as Suzanne, and Chelsea Hotel No. 2, a song about Janis Joplin. Cohen's song Hallelujah was featured in the hit movie Shrek. Robert Kory is an entertainment attorney who lives in L.A.

Agile is represented by Sherab Posel, an attorney from New York who formerly was Of Counsel at David Boies' law firm, Boies, Schiller & Flexner; and local attorneys David Chipman and Meghan Martinez of Brownstein Hyatt & Farber, P.C.

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**Exhibit EEEE-1**  
**Affidavit of Matthew Traub**  
**(Natural Wealth)**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 05-CV-01233-LTB-MJW

NATURAL WEALTH REAL ESTATE, INC., a/k/a Greenberg & Associates, Inc., d/b/a Agile Advisors, Inc., a Colorado corporation;  
TACTICAL ALLOCATION SERVICES, LLC, d/b/a Agile Allocation Services, LLC, a Colorado limited liability company;  
AGILE GROUP, LLC, a Delaware limited liability company;  
GREENBERG & ASSOCIATES SECURITIES, INC., d/b/a Agile Group, a Colorado corporation; and  
NEAL R. GREENBERG, a Colorado resident,

Plaintiffs and Defendants-on-counterclaim,

v.

LEONARD COHEN, a Canadian citizen residing in California;  
KELLEY LYNCH, a United States citizen residing in California; and  
JOHN DOE, Nos. 1-25,

Defendants,

and,

LEONARD COHEN, a Canadian citizen residing in California,

Counterclaim Plaintiff,

v.

TIMOTHY BARNETT, a Colorado citizen,

Counterclaim Defendant.

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AFFIDAVIT OF MATTHEW TRAUB

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I, Matthew Traub, being first duly sworn, do hereby state the facts recorded below are true to the best of my knowledge, information, and belief.

1. I am over the age of eighteen years and am competent to testify to the matters stated herein. The facts stated in this affidavit are from my personal knowledge, and if called as a witness, I would and could testify competently thereto.

2. I am a Managing Director of Dan Klores Communications (“DKC”), a public relations and integrated marketing firm.

3. DKC frequently handles public relations for high profile individuals, as well as prominent, well-respected institutions and companies in the United States.

4. In approximately the end of May 2005, I was introduced to Robert Kory, the lawyer for recording artist Leonard Cohen, on a telephone call that included Mr. Kory and Sam Feldman of Macklam/Feldman Management (Mr. Cohen’s former personal manager), and possibly other people. During the call, we discussed the possibility of providing public relations services to Mr. Cohen regarding Mr. Cohen’s former manager, Kelley Lynch. While the discussion focused on Ms. Lynch’s business relationship to Mr. Cohen and issues resulting from that relationship, there was mention of Mr. Cohen’s investments with the Agile Group and Neal Greenberg. I was not asked to draft any public statements related to the Agile Group or Neal Greenberg at that time.

5. Late in the evening of June 9<sup>th</sup>, or in the early hours of June 10<sup>th</sup>, Mr. Kory advised me by e-mail that the Agile Group had issued a press release, dated June 9<sup>th</sup>, announcing a lawsuit filed against Mr. Cohen and Mr. Kory (“Agile/Greenberg Lawsuit”). (Exhibit A). During a telephone call on June 10<sup>th</sup>, my colleague, Joe DePlasco, and I were asked to assist Mr. Cohen by drafting a short statement to be made

by Mr. Kory on behalf of Mr. Cohen to respond to Agile's statements in anticipation of media coverage of Agile's statement. We worked June 10<sup>th</sup> to draft such a statement. (Exhibit B (with personal cell phone information redacted)). We did not release or distribute the statement pending further instruction from Mr. Cohen and Mr. Kory. This was the first time we were asked to draft a statement regarding Agile and Greenberg.

6. At some point over the following three days, we were authorized to release Mr. Kory's statement reactively, namely, to media outlets that had already covered the story about the Agile/Greenberg Lawsuit. We also agreed that in the future we would send the release to media outlets that planned to cover the story.

7. On June 14, 2005, DKC was informed by the webmaster of "The Leonard Cohen Files" (www.leonardcohenfiles.com) that he had posted Mr. Kory's statement on the website that day. I understood that "The Leonard Cohen Files" was a website maintained by and for fans of Mr. Cohen.

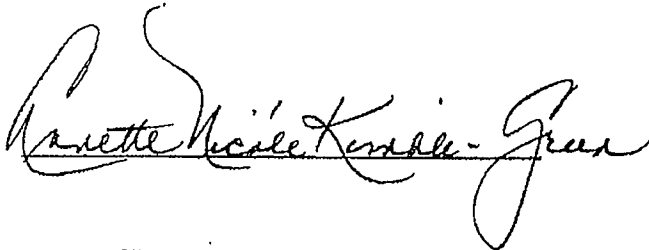
I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this 23 day of April, 2008 at New York, New York.

ACKNOWLEDGMENT



Matthew Traub



ANNETTE NICOLE KENDRA GREEN  
Notary Public, State of New York  
No. 03-4767087  
Qualified in Bronx County  
Commission Expires Nov. 30, 2010

**Exhibit EEEE-2**  
**Affidavit of Leonard Cohen**  
**Dated April 28, 2008**  
**(Natural Wealth)**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 05-CV-01233-LTB-MJW

NATURAL WEALTH REAL ESTATE, INC., a/k/a Greenberg & Associates, Inc., d/b/a Agile Advisors, Inc., a Colorado corporation;  
TACTICAL ALLOCATION SERVICES, LLC, d/b/a Agile Allocation Services, LLC, a Colorado limited liability company;  
AGILE GROUP, LLC, a Delaware limited liability company;  
GREENBERG & ASSOCIATES SECURITIES, INC., d/b/a Agile Group, a Colorado corporation; and  
NEAL R. GREENBERG, a Colorado resident,

Plaintiffs and Defendants-on-counterclaim,

v.

LEONARD COHEN, a Canadian citizen residing in California;  
KELLEY LYNCH, a United States citizen residing in California; and  
JOHN DOE, Nos. 1-25,

Defendants,

and,

LEONARD COHEN, a Canadian citizen residing in California,

Counterclaim Plaintiff,

v.

TIMOTHY BARNETT, a Colorado citizen,

Counterclaim Defendant.

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AFFIDAVIT OF LEONARD COHEN

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I, Leonard Norman Cohen, first being duly sworn, hereby declare as follows:

1. I am a defendant in the above entitled action and make this affidavit upon personal knowledge. I am competent to testify to the matters stated in this affidavit.

Many of the exhibits attached to and incorporated into this affidavit are e-mails sent by me or received by me and I attest to the authenticity of those e-mails.

2. The evening of Thursday, June 9, 2005, I received an e-mail from a fan which contained the text of a press release issued that day with the headline “Agile Group Sues Recording Artist Leonard Cohen for Extortion and Civil Conspiracy.” *See* Exhibit 1. The e-mail also contained a hyperlink to the Yahoo! website (<http://biz.yahoo.com>) where the press release had been published. *Id.* The press release stated that I and my attorney Robert Kory had been “charged” with civil conspiracy and extortion and also asserted that we had attempted to “procure false testimony.” *Id.* I immediately sent a copy of the text of the press release in an e-mail to Robert Kory. I was shocked and dismayed by the assertions in the press release and the implication that I had engaged in criminal conduct. I was deeply concerned how the false allegations of such conduct would be received by my fans. I felt my reputation was under an outrageous attack.

3. Shortly after receipt of the release, Mr. Kory contacted Dan Klores Communications (“DKC”), a public relations firm, on my behalf to assist me in responding to Agile Group’s press release. Mr. Kory asked Matthew Traub and Joe DePlasco of that firm to draft a short statement in response to the Agile Group’s press release. I reviewed and approved of Mr. Kory’s statement on June 10<sup>th</sup>, but did not authorize its immediate release.

4. The next day, Friday, June 10<sup>th</sup>, the same concerned fan who first brought Agile Group’s press release on Yahoo! to my attention the prior evening, sent me another e-mail advising that the press release had been “picked up” and reported upon by an Australian website. *See* Exhibit 2.

5. Over the next several days, I continued to receive numerous inquiries from friends and fans expressing their shock and disbelief at Agile Group's allegations leveled against me in its press release. My fans implored me to respond and tell my side of the story. I elected not to act precipitously and decided to withhold any public comment in order to assess the extent of damage to my reputation in the press as the story developed.

6. Over the weekend following the press release, several of my fans monitored the attention it garnered on the Internet. They brought news articles reporting upon the press release to my attention including articles that appeared on the following websites: i) an Australian website called "The Age"; ii) the Boulder Daily Camera's website; iii) a music-oriented website called "netplugged.com", which appeared to be written in Polish; iv) a UK-based website called CMU Music Network; and v) an Italian website called "rockol.it." *See* Exhibit 3.

7. On Monday, June 13<sup>th</sup>, I sent DKC an e-mail which attached a copy of an article written by Christine Reid and entitled "Boulder Firm Sues Songwriter" that was published June 10, 2005 on the website of the Boulder Daily Camera. *See* Exhibit 4. I informed DKC that the Boulder Daily Camera had asked me to respond, but that I had not. *Id.*

8. On Monday, June 13<sup>th</sup>, I also received an email from Tomislav Sakic, one of my long time fans in Croatia, advising that the Agile Group's press release had been translated into Polish, Spanish, Croatian and many other languages. *See* Exhibit 5. Mr. Sakic wrote that he "fe[lt] like going with our PR to the press" and asked me to consider the idea. *Id.* He also advised that he and Jarkko [Arjastalo], another long time fan and webmaster for the fan website "The Leonard Cohen Files" ([www.leonardcohenfiles.com](http://www.leonardcohenfiles.com))

believed the press comments had reached a point where I had no choice but to allow my counsel to make a statement to my fans. I was advised that as Mr. Greenberg's press release proliferated worldwide, commentators kept noting that "Cohen and Kory had yet to respond." *See e.g.*, Exhibit 6, p. 3 of 8. Given the number of inquiries I was personally receiving, my only practical response was to allow Mr. Kory to post his rebuttal statement on Mr. Arjastalo's website where most of my fans go for information about me.

9. On Tuesday June 14, 2005, I agreed to allow Mr. Arjastalo to post Mr. Kory's statement in the member forum section of "The Leonard Cohen Files" ([www.leonardcohenfiles.com](http://www.leonardcohenfiles.com)), in a discussion thread that had been started by a member of the fan website on June 10<sup>th</sup> when the fan first posted the Agile Group's press release.

10. I decided to allow Mr. Kory's statement to be posted on "The Leonard Cohen Files" ([www.leonardcohenfiles.com](http://www.leonardcohenfiles.com)) because the website contains a member discussion forum that allowed Mr. Kory to address my concerned fans in the most narrow and specific manner without fanning the flames of the public controversy initiated by Agile Group through their press release. My record company, SONY BMG, also owns and maintains my "official artist" website [www.leonardcohen.com](http://www.leonardcohen.com) that features a "Community" section which I understand contains a hyperlink to the member Forum section of [www.leonardcohenfiles.com](http://www.leonardcohenfiles.com). Thus, any concerned fan that searched the Internet for my public comment upon Agile's press release would have found my attorney's rebuttal of Agile's allegations on either [www.leonardcohenfiles.com](http://www.leonardcohenfiles.com) or through the "Community" section hyperlink to The Leonard Cohen Files on SONY's official artist website.

11. Following Agile Group's press release, I received several interview requests from the press and declined those requests. Among those requests was an inquiry from Laura Bond on June 27, 2005, a reporter for Westword, a Denver weekly publication, seeking an interview. *See* Exhibit 7. I declined Ms. Bond's request as well.

12. On or about June 30, 2005, I learned that Ms. Bond had written an article about Mr. Greenberg's allegations. As a result of my failure to respond to Ms. Bond, she wrote a wholly one-sided article that maliciously attacked me and placed me in a very bad public light. *See* Exhibit 8. Ms. Bond quoted Mr. Posel as saying that he and Mr. Greenberg decided to strike first and to take the dispute between Mr. Greenberg and me to the "court of public opinion." *Id.* at p. 2 of 3. I interpreted this statement as Agile Group's declaration that they intended and approved of taking my private dispute with Mr. Greenberg and making it a matter of public debate, despite my prior efforts to address the dispute through confidential mediation.

13. In or about late July 2005, I learned that Maclean's, a prestigious Canadian magazine, was determined to write a story about Mr. Greenberg's allegations against me whether or not I agreed to be interviewed. Accordingly, I reluctantly agreed to an interview to tell my side of the story. During the subsequent interview, I answered the reporter's questions about my legal disputes with Mr. Greenberg and Ms. Lynch as well as other developments in my career. In so doing, I rebutted Greenberg's claims that I had attempted to extort a settlement from him and his insurance company, and I explained that I had sought through my attorney, in a confidential format, to discover how Mr. Greenberg could have assured me by e-mail every month that my funds under



his care were safe when he knew those funds were being dissipated every month by my manager until there were few funds left.

14. In or about early August 2005, I learned that Mr. Greenberg had amended the initial complaint filed against me to add a claim for defamation based upon Mr. Kory's public statement made in my defense.

15. Once I learned that I had been sued for defamation based upon Mr. Kory's statement posted on "The Leonard Cohen Files" website, I asked Mr. Arjatsalo to remove Mr. Kory's statement from the website to minimize the possibility that Mr. Greenberg might also attempt to embroil Mr. Arjatsalo in our legal dispute.

16. I have never sought any publicity regarding my dispute with Mr. Greenberg. Each and every one of the statements made on my behalf by my attorney or by me were made to rebut the public allegations made by Mr. Greenberg, Agile Group and their attorneys.

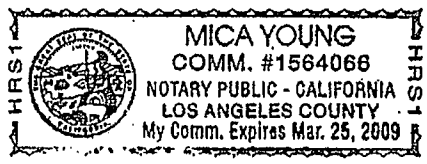
I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge.

Subscribed and sworn before me, this day of 28 April 2008 at Los Angeles, California.

Leonard Cohen

Leonard Cohen

*mica young*  
4/28/2008



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 4/28/2008 before me, Mica Young  
(Here insert name and title of the officer)

personally appeared Leonard Cohen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Mica Young  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Leonard Cohen  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 4/28/2008

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document