		*
1 2 3	GRAHAM E. BERRY, Bar No.128503 Attorney at Law 3384 McLaughlin Avenue Los Angeles, California 90066-2005 Telephone: (310) 745-3771 Facsimile: (310) 745-3771	
4	Email: grahamberry@ca.rr.com	
5	Defendant and Cross-Complainant pro se	
6		
7		
8	SUPERIOR COURT, OF T	HE STATE OF CALIFORNIA
9	COUNTY OF	F LOS ANGELES
10	CENTRA	L DISTRICT
11		
12	KENDRICK MOXON) Case No. BC429217
13	Plaintiff, v.	
14	GRAHAM BERRY,) DEFENDANT AND CROSS-
15	Defendants.	OF EXHIBITS AND REQUEST FOR
16		JUDICIAL NOTICE FILED AS PART OFTHE UNVERIFIED ANSWER AND
17	GRAHAM E. BERRY, an individual;	VERIFIED COMPULSARY CROSS- COMPLAINT HEREIN.
18	Cross-Complainant, v.) Action filed: January 5, 2010
19	KENDRICK L. MOXON, an individual;	
20	Cross-Defendant.	(Filed concurrently with: (1) Judicial Council of California Form MC-701 (C.C.P. §391.7;
21		(2) Appendix No. I of Exhibits [Exhibit A];(4) Appendix No. III of Exhibits [Exhibits
22		E-J]; Unverified answer and verified cross-complaint]
23		
24		E_{\times} $C(28)-(33)$
25		
26		
27		
28		
28		

EXHIBIT "28"

EXHIBIT "28"

Initial:

· Vi

JOXON & KOBRIN

ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
LOS ANGELES, CALIFORNIA 90028-6329

TELEPHONE (213) 993-4435 TELECOPIER (213) 993-4436

OF COUNTEL

AVA PAQUETTE
JEANNE M. GAVIGAN

KENDRICK L MOXON HELENA K KOBRIN'

ALSO ADMITTED IN THE DISTRECT OF COLUMBIA ALSO ADMITTED IN FLORIDA

TELECOPIER MESSAGE

Date:

8 October 1998

Time:

6:00 pm

To:

Don Snodgrass

Fax No:

760-323-1505

From:

Kendrick L. Moxon

Don,

Here is the bankwire information. Since the attorney is bound by law to maintain the trust account for the benefit of the client, and may not disburse from it without approval, I recommend that he be given the full amount so that he has it prior to negotiation. Call me if you wish to discuss this.

Rick

There are __ pages to this transmission, including this page

CONFIDENTIALITY NOTICE

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged or confidential. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and return the original message to us at the address above via U.S. Postal Service. Thank you.



COOPER PERSKIE APRIL NIEDELMAN WAGENHEIM & LEVENSON, P.A.

Casino Law Department

1125 Atlantic Avenue
Third Floor
Atlantic City, New Jersey 08401
609/344-3161 (Telephone)
609/348-5389 (Facsimile)
Idlevenson@cooperperskie.com (E-Mail)

To: Kendrick L. Moxon, Esquire

FIRM/COMPANY: Moxon & Kobrin

FACSIMILE No.: 1/323/960-3508

FROM: Lloyd D. Levenson, Esquire

TELEPHONE: 609/344-3161

DATE: October 8, 1998

FILE No.: 47,328.01

TOTAL # OF PAGES: 2

(INCLUDING COVER PAGE)

MESSAGE: Wire transfer instructions per your request. If possible, please

reference file no. 47,328.01/Cipriano on your instructions.

Thank you.

NOTE: Original will NOT follow

CONFIDENTIALITY NOTICE

THIS FACSIMILE TRANSMISSION IS PRIVILEGED AND CONFIDENTIAL AND IS INTENDED ONLY FOR THE REVIEW OF THE PARTY TO WHOM IT IS ADDRESSED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE IMMEDIATELY TELEPHONE THE SENDER ABOVE TO ARRANGE FOR ITS RETURN, AND IT SHALL NOT CONSTITUTE WAIVER OF THE ATTORNEY-CLIENT PRIVILEGE.

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COOPER PERSKIE APRIL NIEDELMAN WAGENHEIM & LEVENSON

A Professional Association 1125 Atlantic Avenue Third Floor Atlantic City, N.J. 08401 (609) 344-3161

WIRE TRANSFER INSTRUCTIONS

Commerce Bank 1203 Tilton Road Northfield, NJ 08225

A.B.A. Number -- 031201360

Cooper Perskie April Niedelman Wagenheim & Levenson PA Attorney Trust Account -- 5802053

Any problems or questions, call Kenneth J. Calemmo, Jr., Director of Administration (609) 343-7111, Ext. 265

0000 00

EXHIBIT "29"

EXHIBIT "29"

Initial:

Subject: [Fwd: Agencies in. _A]

Date: Tue. 15 Dec 1998 12:09:00 -0800

From: Robert Cipriano <icongroup@earthlink.net>

Reply-To: www.worldconcertsinc.com

Organization: The Day Of The Child World Concert's Inc.

To: icongroup@earthlink.net

Subject: Agencies in LA

Date: Tue, 06 Oct 1998 16:34:05 -0700

From: Betsy Reinking breinking@childrenscharities.org

Organization: Children's Charities of America

To: Robert Cipriano <icongroup@earthlink.net>

Here are 5 agencies I would suggest you go see on your visit to LA. They have really diverse programs, each helping a different segment of the population. Plus they are nice people!

Dr. Lois Lee Children of the Night 14530 Sylvan St. Van Nuys, CA 91411 818/908-4474

Ms. Julia Ruvelson John Tracy Clinic for Preschool Deaf Children 906 West Adams Blvd. Los Angeles, CA 90007 213/748-5481

Ms. Robin Winston Elizabeth Glasser Pediatric AIDS Foundation 1311 Colorado Avenue Santa Monica, CA 90404 310/395-9051

Ms. Yael Schwarzberg Starlight Wish Granting Foundation for Ill Children 12424 Wilshire Blvd. Suite 1350 Los Angeles, CA 90025 310/207-5558

Mr. Kenneth Phillips
Help the Children/World Opportunities International
1415 N. Cahuenga Blvd.
Hollywood, CA 90028
213/466-7187

Let me know what you think about the agencies I have chosen. I will then send each of them a fax and let them know that you will be contacting them for an appointment/tour of facility. You should see if you can get Rick to go with you. It's important that the evil Lawyer in him not come out and seeing kids who are in need will help prevent that from happening! Plus when he is smooting for \$ he can relate the needs he saw. See I do have good motives here

Talk to you soon,

Betsy

Subject: [Fwd: Letter of Invent Draft]
Date: Tue, 15 Dec 1998 12:14:39 -0800

From: Robert Cipriano <icongroup@earthlink.net>

Reply-To: www.worldconcertsinc.com

Organization: The Day Of The Child World Concert's Inc.

To: icongroup@earthlink.net

Subject: Letter of Intent Draft

Date: Sat, 26 Sep 1998 13:27:25 -0700

From: Betsy Reinking breinking@childrenscharities.org

Organization: Children's Charities of America

To: Robert Cipriano <icongroup@earthlink.net>, Rick Moxin <kmoxin@earthlink.net>

Hi Robert and Rick,

Here is a draft I received from Jim Bruen earlier this week. I don't think it included Bob's comments or Jim Casimir. Not sure what has happened with Bruen. Left two phone messages yesterday and no word. You can look this over and get an idea of what he is presenting.

Rick, Robert mentioned that you might be able to find CCA a law firm to do some pro bono work for us. Bruen was fine when we were just beginning, but I would feel more confident with a firm that has attorney's with various expertise. I got a call last week from 2 estate attorneys who have clients wanting to designate CCA as beneficiary of their wills. Planned Giving may be a real large part of the money we raise in the future. As our name gets out there more and more people will be contacting us. So a firm that has some estate planning expertise, as well would be great. I also feel that it is a conflict of interest to have the husband of a board member as legal counsel. Recently I was having problems with Virginia (Jim's wife) and the board couldn't get advice from our legal counsel. Not a good situation!

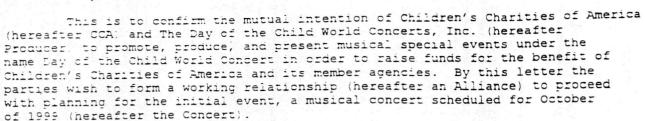
Finally, I would like to thank you both for your hard work on this event. It will mean so much to our agencies and the children they serve. In the next 12 months both of you will have the opportunity to see first hand what a difference the concert will make in the lives of children in the U.S. and around the world. Most of the agencies in CCA were started by ordinary people who saw a need and decided that they had to do something about it. The concert will provide much needed revenue for CCA agencies. But the most important aspect of the concert will be the public awareness generated from the event. If only a small portion of the people participating in this event decide to give of themselves in a volunteer capacity we will have accomplished more than we could have dreamed. To the children in our program heroes are not sports stars, recording artists, or actors. Their heroes are the people who give of their time and resources. We can all be a hero to a child in need. I think we are on the road to doing that.

Betsy

Mr. Robert Ciprianc The Day of the Child World Concerts, Inc. 280 South Avenida Caballeros, Suite 236 Palm Springs, CA 92262

Re: Day of the Child Concert





The parties acknowledge and agree that this letter does not contain all term and conditions upon which an agreement must be reached in order carry out the intentions of the parties. CCA and Producer agree to proceed promptly with good faith efforts to develop definitive agreements (collectively the definitive Agreement) that will establish comprehensive procedures and understandings concerning the production of the events, the collection and allocation of funds related to the events, and such other provisions and understandings as are usual and customary in transactions of this nature.

The initial concert is planned to be a twenty-four hour concert featuring a variety of internationally known musical artists to be presented in Palm Springs, California on October 1st through 3rd, 1999. The parties shall cooperate in all aspects of the production and presentation of such events, but primary responsibility shall be allocated in the following manner:

Responsibilities of Producer:

Producer shall be responsible for all aspects of concert production, including procuring musical artists, staging, lighting, sound, accommodations, transportation, police, security, ambulatory and emergency medical service and all similar services as are normal and customary in other events of this type and nature. Producer shall create press releases and forward same monthly to all appropriate press cutlets, newspapers, magazines, radio stations, television, and cable venues. Producer shall approach corporate sponsors to provide funds for the

production of the event and shall be responsible for the creation and upkeep of a web page advertising the event, which will have links to CCA and CCA member agencies.

Responsibilities of CCA:

CCA shall use its resources to promote the events through press outlets and its own media contacts. CCA shall communicate information on the events to each of its member agencies for publication in their respective outlets, including by not limited to newsletters, web site information, press conferences and any and all other areas viewed by the public.

CCA shall request from its member agencies the endorsements of associated celebrities and political names with said agencies for the purpose of press conferences, commercials endorsements, and live performances, if applicable. It shall communicate to its national spokesperson, Ms. Mia Farrow, the desire of the Producers to have her participate in the event through word of mouth, endorsements and any celebrity endorsements she may have or wish to utilize.

CCA shall approach the Partnership for a Drug Free America and the Pediatric Aids Foundation to solicit their support in conducting press conferences in New York City and Los Angeles announcing the Alliance. CCA shall also approach corporate sponsors to provide funds for the production of the event.

Collection, Accounting, and Allocation of Funds:

CCA shall receive between 90% to 100% of the net receipts of the event for distribution to its member agencies. A maximum of 10% of the net receipts of

195

the event may be paid to . Agua Caliente Band of Indian (ACBI) in accordance with plans to be developed in future discussion between the parties. The details and manner in which the term Net Receipts is calculated shall be set forth in the Definitive Agreement, but it is understood generally that the Producer shall be allocated sufficient funds to cover the costs of producing and presenting the Concert from the initial contributions received by CCA and earmarked for the Concert. All other receipts from the Concert shall be allocated to CCA, ACBI, and to any other charities that may be added with the written consent of both parties to this agreement. Such receipts shall include all revenue from concessions, film and video rights, recordings, and all similar Concert related income.

Prior to the Concert, the parties shall seek to raise sufficient funds to cover the anticipated costs of presenting the Concert (approximately \$5,000,000) from corporate sponsors and other donors as outlined above. Unless otherwise agreed by the parties, all such funds shall be directed to CCA and shall be deposited into a separate bank to be opened by CCA with a reputable banking establishment.

From the funds deposited and cleared through such account, Producers shall promptly receive a weekly payment through automated funds transfer for an amount equal to ninety (90%) percent of the funds received during the preceding week for its administrative and production costs and expenses in producing the Concert. CCA shall keep, as it own, the remaining ten (10%) percent to offset its administrative expenses as a result of the Alliance.

Froducers shall supply CCA with a monthly summary of the distribution of said funds with all appropriate variance thereto. Additionally, Producer hereby agrees to provide CCA with an initial projected budget for the production of the Concert on or before September 25, 1998, and agrees to provide a final budget of costs and expenses for the production of the Concert on or before July 15, 1999. The parties shall confer from time to time to review and adjust budget projections as circumstances may require. All proceeds received by CCA until total funding of the Concert budget is raised shall be handled in the aforementioned manner. Thereafter, all pre-Concert funds shall be retained by CCA. All funds received from all sources commencing 12:01 am October 1, 1999 shall be deposited into an account prepared and opened by attorneys for Producer for distribution to CCA and ACBI as described above. Both parties shall have the right to audit all funds received by either party at all reasonable times.

Upon execution of this letter of intent, attorneys for both parties shall meet and confer in order to proceed with drafting the Definitive Agreement. This letter constitutes only a statement of some of the principal terms to be included in such Definitive Agreement, and neither party will be bound by the terms of this letter or by any other understandings until the Definitive Agreement, in form and substance satisfactory to each party, is executed and delivered by each party to the other.

Very truly yours,

Chil	ldrer	n's	Char	ities	of	Ameri	.ca		
~::	Be	etsy	Rei	nking	, Ex	ecuti	ve Di	rec	tor
The	fore	egoi	ng t	erms	are	accep	otec a	nd	agreed:
The	Day	of	the	Child	Wor	eld Co	oncert	s,	Inc.
ov:									
								-	

EXHIBIT "30"

EXHIBIT "30"

Initial:

MOXON & KOBRIN

ATTORNEYS AT LAW
6255 SUNSET BOULEVARD
SUITE 2000
LOS ANGELES, CALIFORNIA 90028-6329
TELEPHONE (213) 993-4435
TELECOPIER (213) 993-4436

OF COUNSEL

AVA PAQUETTE
JEANNE M. GAVIGAN

KENDRICK L. MOXON "
HELENA K. KOBRIN"

ALSO ADMITTED IN THE DISTRICT OF COLUMBIA ALSO ADMITTED IN FLORIDA

TELECOPIER MESSAGE

Date:

28 September 1998

Time:

2:00 pm

To:

Rob Cipriano

Fax No:

760-327-0803

From:

Kendrick L. Moxon

There are __ pages to this transmission, including this page

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COVER			1	VA
			I	AX

SHEET

To:

Kendrick Moxon, Esq.

Fax #:

(323) 960-1936

Subject: Day of the Child Concert

Date:

September 28, 1998

Pages:

4, including this cover sheet.

COMMENTS:

See attached draft of Letter of Intern per our phone conversation.

From the desk of...

James A. Bruen

Law Offices of James A. Bruen 240 Stockton Street, Suite 400 San Francisco, CA 94108

> (415) 834-1900 Fax: (415) 291-3514

[CCA Letterhead]

Mr. Robert Cipriano
The Day of the Child World Concerts, Inc.
280 South Avenida Caballeros
Suite 236
Palm Springs, California 92262

PRELIMINARY DRAFT 9/28/98

Re: Day of the Child Concert

Dear Mr. Ciprisso:

This is to confirm the mutual intention of Children's Charities of America (hereafter "CCA") and The Day of the Child World Concerts, Inc. (hereafter "Producer") to promote, produce, and present musical special events under the name "Day of the Child World Concert" in order to raise funds for the benefit of Children's Charities of America and its member agencies. By this letter the parties wish to form a working relationship (hereafter an "Alliance") to proceed with planning for the initial event, a musical concert scheduled for October of 1999 (hereafter the "Concert").

The parties acknowledge and agree that this letter does not contain all terms and conditions upon which an agreement must be reached in order carry out the intentions of the parties. CCA and Producer agree to proceed promptly with good faith efforts to develop definitive agreements (collectively the "Definitive Agreement") that will establish comprehensive procedures and understandings concerning the production of the events, the collection and allocation of funds related to the events, and such other provisions and understandings as are usual and customary in transactions of this nature. Unless otherwise specifically agreed by the parties, no public announcements or press releases concerning the Concert will be issued by either party until the Definitive Agreement is signed

The initial concert is planned to be a twenty-four hour concert featuring a variety of internationally known musical artists to be presented in Palm Springs, California on October 1st through 3rd, 1999. The parties shall cooperate in all aspects of the production and presentation of such events, but primary responsibility shall be allocated in the following manner:

Responsibilities of Producer.

Producer shall be responsible for all aspects of concert production, including procuring musical artists, staging, lighting, sound, accommodations, transportation, police, security, ambulatory and emergency medical service and all similar services as are normal and customary in other events of this type and nature. With CCA's prior input and approval, Producer shall create press releases and forward same monthly to all appropriate press outlets, newspapers, magazines, radio stations, television, and cable venues. Producer also shall be responsible for the creation and upkeep of a web page advertising the Concert, which will have links to CCA and CCA member agencies.

SEP 29 '98 08:23 PAGE.02



Mr. Robert Cipriano September 28, 1998

Page Two

Responsibilities of CCA:

CCA shall use its resources to promote the events through press outlets and its own media contacts. CCA shall communicate information on the events to each of its member agencies for publication in their respective outlets, including by not limited to newsletters, web site information, press conferences and any and all other areas viewed by the public.

CCA shall request from its member agencies the endorsements of associated celebrities and political figures with said agencies for the purpose of press conferences, commercial endorsements, and live performances, if applicable. It shall communicate to its national spokesperson, Ms. Mia Farrow, the desire of the Producer to have her participate in the event through word of mouth, endorsements and any celebrity endorsements she may have or wish to utilize. CCA shall also approach the Partnership for a Drug Free America and the Pediatric Aids Foundation to solicit their support in conducting press conferences in New York City and Los Angeles associated celebrities and

Joint Responsibilities

Both parties shall approach corporate sponsors to encourage them to provide early funding for the production of the Concert. As outlined above, both parties shall cooperate in publicizing the Concert, but all press releases and other public announcements concerning the event will be coordinated and agreed upon by the parties in advance.

Callection, Accounting, and Allocation of Funds:

Prior to the Concert, the parties shall seek to raise sufficient funds to cover the anticipated costs of presenting the Concert (approximately \$5,000,000) from corporate sponsors and other donors as outlined above. All such funds shall be deposited into a separate bank account established specifically to receive funds for the Concert. From the funds deposited and cleared through such account, Producers shall receive a weekly payment through automated funds transfer of an amount equal to ninety (90%) percent of the funds received during the preceding week for its administrative and production expenses in producing the Concert. CCA shall receive the remaining ten (10%) percent to offset its administrative expenses as a result of the Alliance.

Once full funding of the Concert budget is raised, all further donations shall be retained by CCA.

Producer shall provide CCA with an initial projected budget for the production of the Concert on or before October 1, 1998, and agrees to provide a final budget of costs and expenses for the production of the Concert on or before July 15, 1999. The parties shall confer from time to time to review and adjust budget projections as circumstances may require. Producers shall supply

SEP 29 '98 08:24

Mr Robert Cipriano September 28, 1998

Page Three

CCA with a monthly summary of the expenditure of all funds, detailing the use of the funds and noting any variance from prior budget projections. Both parties shall have the right to audit all funds received by either party at all reasonable times.

CCA shall receive between 90% to 100% of the net receipts of the event for distribution to its member agencies. A maximum of 10% of the net receipts of the event may be paid to the Agua Caliente Band of Indians ("ACB") in accordance with plans to be developed in future discussions between the parties. The details and manner in which the term Net Receipts is calculated shall be set forth in the Definitive Agreement, but it is understood that Producer shall be allocated sufficient funds to cover the costs of producing and presenting the Concert from the initial contributions received by CCA and earmarked for the Concert. All other receipts from the Concert shall be allocated to CCA, ACB, and to any other charities that may be added with the written consent of both parties to this agreement. Such receipts shall include all revenue from concessions, film and video rights, recordings, and all similar Concert-related income.

Upon execution of this letter of intent, attorneys for both parties shall meet and confer in order to begin drafting the Definitive Agreement. This letter constitutes only a statement of some of the principal terms to be included in such Definitive Agreement, and neither party will be bound by the terms of this letter or by any other understandings until the Definitive Agreement, in form and substance satisfactory to each party, is executed and delivered by each party to the other.

		Very muly yours,			
		Children's Charities of			
		by:			
		Betsy Reinkin	Executive Direct	or	
The foregoing ten	ms are accepted and	agreed:			
The Day of the Ch	nild World Concerts,	Inc.			
bv.					
	no, President and Exe	courive Director			

The World On Time

Call 1 800 Go FedEx (800)463-3339

004746499 7

Part #15155 Part #15155 C1994-97 Feet PRINTED IN U.S.A

[CCA Letterhead]

Mr. Robert Ciprisno
The Day of the Child World Concerts, Inc.
280 South Avenida Caballeros
Suite 236
Paim Springa, California 92262

PRELIMINARY DRAFT 9/28/98

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SER 29 199 08:23 PAGE.02

Mr. Robert Cipriano September 28, 1998

Page Two

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SEP 29 198 08:24 PAGE 03

Mr. Robert Cipriano September 28, 1998

Page Three

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Upon execution of this letter of intent, attorneys for both parties shall meet and confer in order to begin drafting the Definitive Agreement. This letter constitutes only a statement of some of the principal terms to be included in such Definitive Agreement, and neither party will be bound by the terms of this letter or by any other understandings until the Definitive Agreement, in form and substance satisfactory to each party, is executed and delivered by each party to the other.

	Very truly yours,						
		Children's	Children's Charities of America				
		by:					
			Reinking Execut	ive Director			
The foregoing term	ns are accepted and ap	greed:					
The Day of the Ch	ild World Concerts, I	inc.					
by:							
Robert Cincian	o, President and Exec	Silive Disessor					
. Commission	o, I losed and LAC	MUYE DIECTO					

SEP 29 '98 88:24

PAGE. DU

14:59

From: Kendrick Moxon < kmoxon@earthlink.net>

Subject: Re: Letter of Intent

Dear Betsv.

To: breinking@childrenscharities.org

(C: icongroup@earthlink.net

Thanks for the letter. I'll print it out and go oveer it with Bob and he and or I will get back to you. spoke to Barbara Reeves, the head of one of the departments of the firm of Paul, Hastings, Janofsky & Walker in Los Angeles. She is a very experienced and competent attorney with one of the largest firms in the state and the country. Her husband is a Court of Appeals Judge here in California and she knows everyone. She is also a wonderful person who I highly recommend. I told her that you were looking for someone and told her a little about your organization, that there should be some monye in it but not much because you were a charitable organization and had to watch your percenarge for expenses. She said that she would be honored to talk to you and get some credit for her work before a higher court even if her firm made no money. So call her at 213-683-6200 or 6233. Warmest regards, Rick Betsy Reinking wrote: > Hi Robert and Rick, > Here is a draft I received from Jim Bruen earlier this week. I don't think it > included Bob's comments or Jim Casimir. Not sure what has happened with > Bruen. Left two phone messages yesterday and no word. You can look this over > and get an idea of what he is presenting. > Rick, Robert mentioned that you might be able to find CCA a law firm to do > some pro bono work for us. Bruen was fine when we were just beginning, but I > would feel more confident with a firm that has attorney's with various > expertise. I got a call last week from 2 estate attorneys who have clients > wanting to designate CCA as beneficiary of their wills. Planned Giving may be > a real large part of the money we raise in the future. As our name gets out > there more and more people will be contacting us. So a firm that has some > estate planning expertise, as well would be great. I also feel that it is a > conflict of interest to have the husband of a board member as legal counsel. > Recently I was having problems with Virginia (Jim's wife) and the board > couldn't get advice from our legal counsel. Not a good situation! > Finally, I would like to thank you both for your hard work on this event. It > will mean so much to our agencies and the children they serve. In the next 12 > months both of you will have the opportunity to see first hand what a > difference the concert will make in the lives of children in the U.S. and > around the world. Most of the agencies in CCA were started by ordinary people > who saw a need and decided that they had to do something about it. The > concert will provide much needed revenue for CCA agencies. But the most > important aspect of the concert will be the public awareness generated from > the event. If only a small portion of the people participating in this event > decide to give of themselves in a volunteer capacity we will have accomplished > more than we could have dreamed. To the children in our program heroes are > not sports stars, recording artists, or actors. Their heroes are the people > who give of their time and resources. We can all be a hero to a child in > need. I think we are on the road to doing that.

9/26/98 5:19 F

Fri 15:59

From: Betsy Reinking bre...ing@childrenscharities.org Subject: How is it going today?

To: Robert Cipriano <icongroup@earthlink.net>

Hi Ropert & Leslie,

Our attorney is going to be speaking directly with Rick regarding the contract. I think everything will be fine. Just let them figure it out with Bob and the other accounting people.

We have much more important things to work on! I've looke into coming down the night of the 29th (September) and going back to SF on the morning of the 1st of October. What time is the meeting with the Agua Caliente Band? Would one full day be enough for us to get some things done? Let me know what you think. I would like to book today or tomorrow to get the best rate. It looks like I would come down on Alaska Airlines. Best schedule and price.

Sot a call from Mia and she apologizes for not getting to the letter. She had to go to the Whitehouse and meet the president of Crecholslavakia (bad spelling). Don't ask me why?!! She's back now and will do it this weekend. I told her we needed it pronto! I'll call her Sunday to make sure she is doing it. I faxed her an example, so she should be able to do it quickly. Does it seem like I am babysitting her...ves! But she is Mia!!!

Can I get a list of the performers who we are pretty sure will be there? Also when you get your epistle according to St. Robert done, please send me a copy. It will be good for me to know the answers also.

Betsy

1 10

9/19/98 9:28 AM

> Setsy
>

/
// Mr. Robert Cipriano
/ The Day of the Child World Concerts, Inc.
/ 280 South Avenida Caballeros, Suite 236
> Palm Springs, CA 92262
>
// Re: Day of the Child Concert
>
/ Dear Mr. Cipriano:

This is to confirm the mutual intention of Children's Charities of America (hereafter CCA) and The Day of the Child World Concerts, Inc. (hereafter Producer) to promote, produce, and present musical special events under the name Day of the Child World Concert in order to raise funds for the benefit of Children's Charities of America and its member agencies. By this letter the parties wish to form a working relationship (hereafter an Alliance) to proceed with planning for the initial event, a musical concert scheduled for October of 1999 (hereafter the Concert).

The parties acknowledge and agree that this letter does not contain all terms

and conditions upon which an agreement must be reached in order carry out the intentions of the parties. CCA and Producer agree to proceed promptly with good faith efforts to develop definitive agreements (collectively the definitive Agreement) that will establish comprehensive procedures and understandings concerning the production of the events, the collection and allocation of funds related to the events, and such other provisions and understandings as are usual and customary in transactions of this nature.

The initial concert is planned to be a twenty-four hour concert > featuring a > variety of internationally known musical artists to be presented in Palm > Springs, California on October 1st through 3rd, 1999. The parties shall > cooperate in all aspects of the production and presentation of such events, > but primary responsibility shall be allocated in the following manner:

Responsibilities of Producer:

Producer shall be responsible for all aspects of concert production, including procuring musical artists, staging, lighting, sound, accommodations, transportation, police, security, ambulatory and emergency medical service and all similar services as are normal and customary in other events of this type and nature. Producer shall create press releases and forward same monthly to all appropriate press outlets, newspapers, magazines, radio stations, television, and cable venues. Producer shall approach corporate sponsors to provide funds for the

> production of the event and shall be responsible for the creation and upkeep of a web page advertising the event, which will have links to CCA and CCA member agencies.

Responsibilities of CCA:

CCA shall use its resources to promote the events through press cutlets and its own media contacts. CCA shall communicate information on the events to each of its member agencies for publication in their respective outlets, including by not limited to newsletters, web site information, press

> conferences and any and - ciner areas viewed by the pu c.

> JCA shall request from its member agencies the endorsements of associated present the conferences and political names with said agencies for the purpose of present conferences, commercials endorsements, and live performances, if applicable. It shall communicate to its national spokesperson, Ms. Mia Farrow, the desire of the Froducers to have her participate in the event through word of mouth, endorsements and any celebrity endorsements she may have or wish to utilize.

> CCA shall approach the Partnership for a Drug Free America and the Pediatr > Aids Foundation to solicit their support in conducting press conferences in > New York City and Los Angeles announcing the Alliance. CCA shall also > approach corporate sponsors to provide funds for the production of the event.

> Collection, Accounting, and Allocation of Funds:

> CCA shall receive between 90% to 100% of the net receipts of the event for > distribution to its member agencies. A maximum of 10% of the net receipts of > the event may be paid to the Aqua Caliente Band of Indians (ACBI) in > accordance with plans to be developed in future discussions between the > parties. The details and manner in which the term Net Receipts is calculated > shall be set forth in the Definitive Agreement, but it is understood generally > that the Producer shall be allocated sufficient funds to cover the costs of > producing and presenting the Concert from the initial contributions received > by CCA and earmarked for the Concert. All other receipts from the Concert > shall be allocated to CCA, ACBI, and to any other charities that may be added > with the written consent of both parties to this agreement. Such receipts > shall include all revenue from concessions, film and video rights, recordings, > and all similar Concert related income.

> Prior to the Concert, the parties shall seek to raise sufficient funds to > cover the anticipated costs of presenting the Concert (approximately > \$5,000,000) from corporate sponsors and other donors as outlined above. > Unless otherwise agreed by the parties, all such funds shall be directed to > CCA and shall be deposited into a separate bank to be opened by CCA with a > reputable banking establishment.

From the funds deposited and cleared through such account, Producers shall promptly receive a weekly payment through automated funds transfer for an amount equal to ninety (90%) percent of the funds received during the preceding week for its administrative and production costs and expenses in producing the Concert. CCA shall keep, as it own, the remaining ten (10%) percent to offset its administrative expenses as a result of the Alliance.

> Producers shall supply CCA with a monthly summary of the distribution of said
> funds with all appropriate variance thereto. Additionally, Producer hereby
> agrees to provide CCA with an initial projected budget for the production of
> the Concert on or before September 25, 1998, and agrees to provide a final
> budget of costs and expenses for the production of the Concert on or before
> July 15, 1999. The parties shall confer from time to time to review and
> adjust budget projections as circumstances may require. All proceeds received
> by CCA until total funding of the Concert budget is raised shall be handled in
the aforementioned manner. Thereafter, all pre-Concert funds shall be
> retained by CCA. All funds received from all sources commencing 12:01 am
> October 1, 1999 shall be deposited into an account prepared and opened by
> attorneys for Producer for distribution to CCA and ACBI as described above.
> Both parties shall have the right to audit all funds received by either party
> at all reasonable times.

> Upon execution of this letter of intent, attorney for both parties shall
> meet and confer in order to proceed with drafting the Def. litive Agreement.
> This letter constitutes only a statement of some of the principal terms to be
> included in such Definitive Agreement, and neither party will be bound by the
> terms of this letter or by any other understandings until the Definitive
Agreement, in form and substance satisfactory to each party, is executed and
> delivered by each party to the other.
>
> Very truly yours,
>
> Children's Charities of America
> by:
| Betsy Reinking, Executive Director
> The foregoing terms are accepted and agreed:
> The Day of the Child World Concerts, Inc.
> by:
| Still the Day of the Child World Concerts, Inc.
> by:
| Still the Day of the Child World Concerts, Inc.

of 4

EXHIBIT "31"

EXHIBIT "31"

Initial:

Subject: [Fwd: URGE]

Date: Wed. 07 Oct 19 36:04 -0700

From: Betsv Reinking < ... anking@childrenscharities org>

Organization: Children's Charities of America

To: Robert Cipriano <icongroup a earthlink net

Subject: URGENT!!!

Date: Wed. 07 Oct 1998 12:27:02 -0700

From: Betsy Reinking breinking@childrenscharities.org

Organization: Children's Charities of America

To: Rick Moxon < kmoxon@earthlink.net>

Hi Rick,

I have been trying to reach Robert today with no luck. Had guite the conference call this morning. Brian Morrison, Grant-A-Wish, pulled the information off the web regarding Robert's testimony in the case against Berry. Caused a really big problem! He said that how could Robert see this activity and not do anything about it, until much later. He sprung this on everyone without any prior information. Then he said he was snecking on Forest's credentials, as well. While we were talking he piped in with the Scientology connection with the Berry case. Not good. They have not connected you with the church, nor do I expect they will. But here I sit, with some knowledge and my job in jeopardy. I truley believe in this concert, but I'm not sure if it will work for CCA. The board is having Bruen add a clause to the LOI that states no press on this alliance till after our board meeting in NYC. They will let me sign the revised LOI. In the mean time they are going to hire a PI to check everyone out. Should I just board the next ship to China or what? Bruen is going to call you this afternoon (late).

Some days it just not good to get out of bed. Call me if you can and if you near from Robert, please have him get in touch with me.

Betsy

EXHIBIT "32"

EXHIBIT "32"

Initial:



WELLS FARGO BANK

16-24 1220(7)

012274

*** ONE THOUSAND AND NO/100 DOLLARS***

DATE 11/20/93

Check 12274

AMOUNT 1000.00

PAY TO THE ORDER

"The Day of The Child" sto

C/O MOXON & KOBRIN LOS ANGELES CA 90028-6329

"O12274" ::122000247:0219 553088"

EXHIBIT "33"

EXHIBIT "33"

Initial:

Subject: How's It

Date: Tue, 29 De 38 07:45:30 +0000

From: Robert Cipriano <icongroup@earthlink.net>

Organization: Day Of The Child World Concert, Inc.

To: kmoxon@earthlink.net

Good Morning Rick,

Just writing to say thanks for coming to the party. Everyone said what that they had a great time...some even said that it was "the best" xmas-party they had ever been to. Only the best for DOC...again, thanks for making the drive.

I spoke to Levenson on Dec, 22, 23 and 24th...he offered \$7,500.00, they came back with \$10,500.00 and he settled with them at \$9,500.00 on Dec 24th.. He told him that would close the deal. He also asked for confirmation the the Executor spoke for the estate so no one could weasel out at the end. Additionally he wired \$2500 to Day Of The Child account which we paid all the outstanding bills with (three months phone-three months electric-three month cable etc etc) everything here is current.

Patrick Maguire is arriving from San Francisco on January 6th for meeting with us to formalize the 500 charities and start the sponsorship program up which includes access to all corp sponsors and celebrities of the 500 charities. I would like to have Patrick at the Dick Clark meeting on January 7th with John Ryan and you...OK WITH YOU?

Other than that we need to get Jeff Appel/Leslie Lamborn Agreement layed out quickly, as Jeff is hot-to-trot to settle out of court.

How's thing with you and family ?????

Robert

Subject: Re: How's It G

Date: Sat. 02 Jan 1999 22. 35:28 -0800

From: Kendrick Moxon kmoxon@earthlink.net> To: Robert Cipriano <icongroup@earthlink.net>

Robert Cipriano wrote:

> Good Morning Rick,

> Just writing to say thanks for coming to the party. Everyone said what > that they had a great time...some even said that it was "the best"

> xmas-party they had ever been to. Only the best for DOC...again, thanks > for making the drive.

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> Other than that we need to get Jeff Appel/Leslie Lamborn Agreement layed > out quickly, as Jeff is hot-to-trot to settle out of court.

> How's thing with you and family ?????

> Robert

Rob,

The drafted agreement for Leslie and Jeff is attached and copied below. Is Pee Wee's last name Appel? Is her first name Alexandra? Please look this over so we can make changes before I give it to my domestic expert/friend for finalization. Once final, Leslie can get Jeff's agreement, and then INSTRUCT her attorney to file it, unless there is some glarin fault that will harm Leslie and/or Pee Wee or ibecause it is unenforceable for reasons I am unaware (perhaps, for example, Pee Wee's appointed counsel needs to be a party to the agreement).

You cxan call or e-mail changes. Call if you or leslie want to talk about anything here.

I'll write to you separately on the other subjects above.

Rick