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23 August 1977

Mr. James H. Lesar
Attorney at Law
910 Sixteenth Street, N.W.
Suite 600
Washington, D.C. 20006

Dear Mr. Lesar:

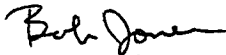
Thank you for your letter of 19 August 1977 and the information therein. A copy of plaintiff's complaint is enclosed herewith per your request.

Briefly stated, Mr. Faulk was first contacted by Lincoln Carl and requested to do some narration on a film about the Kennedy assassination. John Henry had a conflicting engagement and only agreed to undertake the work if paid \$5,000 outright or \$2,500 in cash and 5% of the film. The latter arrangement was agreed upon. As the petition says, defendants gave John Henry a post-dated check which has never been made good and have never undertaken to assign him any interest in the film. Mark Lane was involved in the making of the film with the other defendants although Mr. Faulk did not know this until the evening he arrived in Dallas to begin the film.

After continuing promises and no performance, I filed suit on behalf of Mr. Faulk. The marshal's return shows service on all four defendants in Tennessee by serving Mr. Carl. I had extensive negotiations with a lawyer representing all four parties, but these subsequently broke down also and that attorney began adopting the position that defendants Thompson and Lane had never been properly served. To alleviate this problem I requested additional service on those two and used an address which John Henry had previously obtained.

I do not know where John Henry got your address, but it was, indeed, an interesting coincidence. It also appears to have been very fortunate for us and I sincerely appreciate your courtesy in providing me your information. If you are ever in Dallas, give me a call and I will take you to lunch.

Yours very truly,


Robert M. Jones

RMJ:bla

Enclosure

cc John Henry Faulk

NOW COMES JOHN HENRY FAULKNER, hereinafter styled Plaintiff,
this his original complaint complaining of Alpa Productions, Pat Thompson,
Lincoln Carl and Mark Lane, hereinafter styled Defendants, and, as grounds
therefore would show the Court as follows:

I

Plaintiff is a resident of the State of Texas. Defendant Alpa
Productions is a business whose legal status is unknown to Plaintiff, but
which is a resident of the State of Tennessee. Defendants Thompson and Carl
are residents of Tennessee. Defendant ^{Lane} is a resident of either Tennessee or
the State of New York. Diversity of citizenship between Plaintiff and all
Defendants exists.

II

The amount in controversy herein exceeds the sum of ten thousand
dollars (\$10,000.00). Jurisdiction of this Court is invoked pursuant to 28 USC
§1331.

III

Plaintiff is a radio-tv personality whose name has become well
known throughout the United States as a lecturer and after-dinner speaker
and, in recent years, by virtue of the movie Fear On Trial which was based
upon Plaintiff's own book of the same name about certain experiences of
Plaintiff. Plaintiff makes his living by such appearances at banquets and
meetings, on radio and television broadcasts and in films.

IV

Defendants Thompson, Carl and Lane are individuals and Defendant
Alpa is a company owned by them. Defendants were producing a film about the
assassination of President John Kennedy. Because they were aware of Plaintiff's
reputation both as a media personality and as someone seriously interested in
the Kennedy assassination, Defendants approached Plaintiff and requested that
he appear in said film. Plaintiff was already booked for the weekend in question

and appearing in said film.

V

Plaintiff did appear in said film for Defendants and performed his duties under the contract. In return the Defendants gave Plaintiff a check in the sum of twenty-five hundred dollars (\$2500.00) as required by the contract, but the check was returned by the Defendants' bank because there were not sufficient funds on deposit to cover the same. When contacted originally about this matter Defendants agreed to make the check good, but failed to do so. A copy of the check is attached hereto as Exhibit A.

VI

To the day of this filing Defendants have not made the aforesaid check good and paid Plaintiff the twenty-five hundred dollars (\$2500.00), nor have they executed assignment of the percentage interest in the film as contracted. Additionally, Defendants have already used the film and raised funds with the same in an amount unknown to Plaintiff and have failed and refused to account for the same and transfer Plaintiff's interest to him. On 8 October 1976 Plaintiff made demand on Defendants that they make the check good and forward his stock in said film, a copy of said demand being attached hereto as Exhibit B and incorporated herein by reference. On 13 October 1976 Defendant again made demand for payment of the \$2500, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. To date the only response to said demands was a telephone call the undersigned counsel promising payment of the \$2500 within one week which again was not done.

VII

Plaintiff has no adequate remedy at law to protect his interests in this matter. Defendants have collected monies on this film and are refusing to

expenses, etc.

VIII

Plaintiff will be unable to collect the monies due him on said film unless this Court exercises its equity powers to enjoin the use of the said film and any disposal of the receipts therefrom until he has received an accounting, payment of his \$2500 initial payment and further payment of his five per cent gross interest. Defendants have already evidenced their refusal to comply with the terms of their agreement and intention to refuse all payment to Plaintiff by failing to make the \$2500 check good despite numerous promises and demands for payment. Defendants still refuse to recognize Plaintiff's interest in the said film and to pay the \$2500 check and this refusal evidences an intent to dispose of the receipts from said film and deny all payment of compensation and ownership interest to Plaintiff.

1.

Plaintiff prays that

without notice restraining each and every defendant from:

1. Selling, transferring or otherwise encumbering the film made on the Kennedy assassination with Plaintiff;
2. Transferring the proceeds and receipts from said film in any manner including, but not limited to, paying of salaries or other compensation to themselves, or otherwise disposing of the proceeds and receipts from the use of said film in any manner;

pending hearing herein. Plaintiff further prays that upon said hearing the Court continue such restraining order as a preliminary injunction pending final hearing herein and that upon final hearing he have judgment against Defendants, jointly and severally, for \$2500 cash plus five per cent of the gross proceeds from said film and for such other relief, both in law and in equity, to which he may show himself entitled.

Respectfully submitted,

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214-748-0297

Attorney for Plaintiff

