

Rt. 12, Frederick, Md. 21701
4/15/76

Mr. E. Leonard Rubin
Associate General Counsel
Playboy
919 N. Michigan Ave.,
Chicago, Ill. 60611

Dear Mr. Rubin,

That Playboy functions when it loses it mail and never delivers it on time may explain recently reported changes but not the fact that most of my letters have received no response because I sent them certified and have the receipts. So, in your 4/13 you say that mine of 4/3 did not reach you until 4/9 and that it took four more days for you to respond "as quickly as possible."

I'm sorry this has degenerated as it has. There was no need for any of it. I'm sorry also that after the reasonable way in which you spoke to when, belatedly, you phoned, you write me a self-serving letter distinguished by what lawyers prefer to contrive, factual inaccuracies, omissions and irrelevancies. This is a disappointment after the way you came across.

It is both irrelevant and inaccurate to say that "First, you seem to quarrel with our conclusions." That is not the basis of my complaint and in the sense in which you use it it simply isn't true. Nor is it consistent with anything I have understood or said about my role as consultant. Quite the contrary, as the tapes will show, I said exactly the opposite and included in this that I have no right to try to tell Playboy what it will say.

These tapes were made by mutual agreement and for two purposes: so that your bureaucracy would not have to depend on the recollections of a non-expert staff researcher and as I made quite explicit, in fairness to Jim McKinley. My obligation to Playboy included protecting it. Sometimes explicitly sometimes by inference this did involve McKinley. These tapes will also show that I would be making backup tapes because your people didn't know how to use the machines, as they will also show. Thus I do not have tapes of all conversations. But where it related to these matters I do. I do not have what is now clearly a deceptive call from Jim the Saturday before the King pages were sent me. However, my wife, who answered the phone and like Jim, did participate in the conversation and was shocked at the difference between what Jim said and what the copy showed. As we both were by his not sending the copy immediately as he offered.

My conversation with Gonzalez having to do with plagiarism did involve McKinley and thus I have it taped. It is entirely opposite your representation of the \$4000. It simply is not true that my endorsement of the check included by King material and this is entirely opposite what Gonzalez and I said and discussed. Your words are "That was made clear in the endorsement." You follow this with "Larry Gonzalez' covering letters to you." You do not refer to my immediate correction of this interpretation by certified mail. The record is clear that I agreed to a payment for the JFK plagiarism only because of your situation and specified that there could be no more, with the reasons. I will not insult you with specifics about how literary rights are bought, as in this case they were not and as in this case you were told they could not be.

This leads to your "all materials obtained from you that had not been published elsewhere." It is obvious that if someone else steals it does not give you a license to steal. Larry lied to me from what you told me and subsequent proofs establish. He said the issue was being locked up in 20 minutes. (What you say about consulting others

is deliberately out of context. I used it as evidence of deception. However, you do not say that these others could not answer your questions.) I not only did not give you any right to use any of my copyrighted work, I specifically forbade it and explained my reasons. With my JFK work Gonzales actually told me that his lawyers say Playboy can use anything that has been printed and it is regular policy.

What you say about proofs ("our firm policy not to send proofs to people [sic] except under ^{very special} conditions that are quite rare and that do not apply to this situation at all") again is out of context. Remember, you did send me the copy and I do have it. You personally also told me there was no deadline-problem, plenty of time. The only purpose served by sending me proofs was to protect us both.

You have elected to publish what I regard as terrible stuff demeaning to even a girlie rag. But I have said not a word. I haven't even bought a copy of any issue. There was and there could have been no other purpose served by your sending me proofs or by my suggesting it, as if I have been taken advantage of you will learn. However, when you have not asked me to sell you any rights; when I have precluded the use of any of my work; when you have twice admitted stealing it, once by a nominal payment for it and now by saying you have eliminated some of it; and when you qualify all of this - you personally with your qualification "to the best of our knowledge" - the real purpose to be served by my examining proofs before printing ^{ing} is commended and by refusing them to me would seem to be apparent.

This is not going to disappear because you elect to play with words. So, as you begin your final paragraph, I do have questions, those I have raised and you have not answered. The simplest way of rephrasing it is have you used any of my work?

In addition to what I told you and everyone else at Playboy from the beginning there has been an evidence of what I'd hoped for, movie use. I had a new call on this just last night. You know what this can mean to me if you kill it. And there is no excuse in any "to the best of our knowledge" jass when I've asked that any questions be eliminated prior to printing, that none of my work be used.

If you do not send me proofs of some kind immediately I will have to consider whether your representations when they are not explicit preclude me from seeking an injunction. My personal lawyer is away this week and I have to be away most of next week. This does give you time. However, I have consulted a New York lawyer who is expert in publishing and he says there is a good chance. I think you also know what this can mean for both of us and that if you have dealt with me honestly there is nothing in the world to prevent you from establishing it. Rather do I believe you would want to eliminate any question or any basis for question. The issue will come out and I can then see it anyway. There is nothing in it worth stealing because aside from error there is nothing original in it. The only real question is have you compounded your unauthorized use of my work by subsequent deceptions. I hope you will see that if you have and continue to be non-responsive you will thereby also hurt Playboys more. If you have not done any of this, why not say so explicitly or show me?

There remains to be sent payment for the work I put in on this piece. It was not included in the consultancy agreement or in the check sent. There is also a matter I have raised many times, the return of rare, valuable and out-of-print books Ann Gurlain borrowed. I want the books, not cash which can't replace them.

Sincerely,

Harold Weisberg

PLAYBOY

Office of the General Counsel

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General Counsel
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Associate General Counsel
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April 13, 1976

Mr. Harold Weisberg
Route 12
Frederick, Maryland 21701

Dear Mr. Weisberg:

For some reason, your April 3, 1976 letter did not reach me until late on April 9 and I am responding as quickly as possible. Frankly, however, there are some aspects of your letter to me and your recent letter to Larry Gonzales that puzzle me.

First, you seem to quarrel with our conclusions. It seems to me that we have an editorial responsibility as well as a constitutional right to reach our own conclusions based on whatever information we have gathered or, for that matter, if we wish, based on pure supposition without any supportive facts. It is evident from the articles that the conclusions are ours and not yours.

Second, you state that I promised to call you back after the weekend of March 27 and 28. This is not literally true because I told you that someone would call you back and, in fact, Larry Gonzales did. The purpose of his call was to tell you that we had, to the best of our knowledge, cut from the article all material obtained from you that had not been previously published elsewhere. This was, I believe, the main thrust of your concern when we spoke over the telephone on March 25, 1976.

Third, we paid you \$4,000.00 for the use of your material, as well as your advice, in connection with not only the JFK assassination, but the Martin Luther King matter as well. That was made clear in the endorsement on the back of the check as well as in Larry Gonzales' covering letter to you.

Last, you asked for proofs of the article. It has been and continues to be our firm policy not to send proofs to people except under certain conditions that are quite rare and that do not apply to this situation at all.

Mr. Harold Weisberg
April 13, 1976
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We hope you can understand that our consultations with you were based on the fact that you are one of the leading researchers and writers on the subject of the JFK and Martin Luther King assassinations. We also hope you can understand that we did consult with other authorities and that we have the right to draw our own conclusions no matter how unwarranted or illogical those conclusions may seem to you. Readership response to our articles, which you claim is bad, is our joy or sorrow, but only history can judge the correctness of the conclusions we or others presently reach.

If you have any questions, I invite you to drop me a line. I do suggest, however, that you reserve judgment regarding our conclusions until after you have seen them.

Very truly yours,

PLAYBOY ENTERPRISES, INC.



E. Leonard Rubin
Associate General Counsel

ELR/rmc

cc: Laurence Gonzales

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