

# **Antitrust Brief: The Business of Music Made Visible!**

By Tiwanda Lovelace

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## **Antitrust Brief: The Business of Music - Made Visible!**

The purpose of this brief is to clearly explain compounded legal issues, multiple allegations involving numerous criminal activities and demonstrates how each entity have been allowed to continue to operate with impunity.

These multiple legal situations; which involves, copyright infringements, breach of contract, civil rights violations, mail tampering, court tampering and violent acts.

These multiple legal situations also involves: Officials, Major Music Labels, Michigan Courts, Dekalb County Police and Georgia Court's - violation of Due Process, officials 'acting under color of law' to deprive rights and alleges judicial misconduct.

Pacer and other documents show agencies and courts have ignored factual evidence, switched Judges without cause or explanation after plaintiff filed for Summary Judgment and the Clerk's Office deliberately hindered justice.

These events have occurred across multiple States and with proof of combined efforts...these incidents can easily be considered as operating as a monopoly - violating the Antitrust Laws. Each of these events have stemmed from a collaboration and/or conflict between a billion dollar industry and Officials.

This Brief demonstrates in detail how a corrupt system has deliberately allowed the use of money, power and positions to create a form of enslavement in order to circumvent justice and to exact revenge for the death of a slain police officer.

This Brief demonstrates deliberate misconduct by the courts and clerks by willfully depriving individuals of their rights by ignoring facts, circumventing justice, manipulating court docket entries, excluding defendants from dockets and assisting in depriving individuals of their rights.

This Brief sheds light on corruption and plot for revenge and abuse of power which has been allowed to continue for over two decades! There are way too many coincidences where these numerous events and horrible acts can attributed to a single individual for this to be random.

This Brief provides actually documentation which clearly substantiates that the actual events occurred as stated throughout this brief. The documentation provided in this brief demonstrate each step in the dehumanization process, deprivation of civil rights and how the court system is used to continue depriving the rights of individuals.

## Pick a Side...Really?

There were hundreds of millions of dollars in music royalties involved with the multiple allegations of copyright infringements, breach of contract, song placements prior to Zomba contract and deprivation of civil rights that all stemmed from conflict between major entities and opponents.

Once it was established that a profit could be made from my talents, the Officials using the police to hinder definitely did not want to help (in any way) the daughter of a man accused of killing a police officer.

Those in the music industry definitely do not want to see a woman receive any assistance without first succumbing to the control of a man who is properly aligned; especially, since it is customary for African-American women in the music industry. These men didn't even see the need for decency and made no effort to even pretend like they could see past themselves.

Neither entity wants to recognize an African-American female even with evidence and supporting documentation proving allegations and corruption. Instead, they chose to apply pressure, violate, ignore and condemn all while they conduct business as if I do not exist. Each acting as if I am a piece of property to be traded, sold and discarded. So when I hear the words 'Pick a side,' that's when I decide to pick my own side.

Caught in crossfire between these major entities and in the name of others, I have been repeatedly assaulted, violated, and harassed in order to break my spirit, causing my demise.

I am being held accountable for violent acts bestowed upon others. I am forced to live as a homeless outcast, subjected by any and every one, without the rights guaranteed by the constitution of the United States. I will continue to compile further evidence showing deliberate deprivation of rights until I have rights!

I learned firsthand how it feels to be put on display so I am certain that THEY won't like it either!

Below are highlights, background information and supporting documentation:

**'It is easier to ignore facts and allow corruption to continue by claiming that my complaint was bizarre, irrational and indeed delusional but I didn't imagine bullet holes, family members assaulted, friend and house shot up, my songs 'gutted' and played on the radio...**

“For over two decades...Officials while acting ‘under color of law,’ circumvented justice and enslaved daughter of man accused of murdering a Police Officer and bar owner, Cass Czerwinski in 1969. (I can't help but wonder if Czerwinski is related to Democratic Representative Joseph C. Czerwinski).

Officials under collaboration with a billion dollar industry has used courts, judges, power, positions and connections with Music Business to exact revenge and for the purposes of making profit from enslaved individuals.

Police acting 'under color of law' used illegally obtained warrant to negatively modify criminal background. Police used expired illegally obtained warrant to take public housing, caused loss of employment and hindered any and all assistance with the use of threats and intimidation.

During the initial stages of my allegations of copyright infringements, accusations of mail tampering and violation of civil rights, I contacted the D.O.J. but at that time and although subjected to violate acts, they advised that this was a simple copyright infringement and breach of contract case.

Recently I have compiled a list of events and supporting documentation to establish that there is definitely evidence of a conspiracy, a combined effort to defraud and definitely confirms a Monopoly situation. The only difference is that these major record companies continue to shuffle people and label names but they are under the same group.

According to Michigan Department of Corrections; my father - Robert Heard, was convicted of murdering a Detroit Police Officer, Stanley Rapaski and bar owner, Cass Czerwinski in 1969. I can't help but wonder if Czerwinski is related to Democratic Representative Joseph C. Czerwinski because it seems like I have been catching hell since birth.

My mother, Mary, raised my siblings and me as Jehovah's Witnesses. She was initially supportive of pursuing my career in the music industry at first. Her cooperation came shortly after my sister was raped and dropped off at the *Kingdom Hall of Jehovah's Witnesses*.

This religious organization professes to be separate from society and they insist that their members do not associate with anyone who is NOT a Jehovah's Witnesses. They insist that none of their members participate in politics and they deter their children from seeking a higher education.

This organization, established in Brooklyn, NY encouraged our parents to deliberately deter college and raise their children separately. This was for the sole purpose of victimizing. I feel like I was specifically targeted along with those others who were unfortunate to have parents who we're Jehovah's witnesses.

Brooklyn, New York is one of the five and I find it odd that Jehovah's Witnesses promote separation from society when they themselves are knee deep in one of the most popular states in America. I remember hearing the Notorious B.I.G. singing, 'Brooklyn's in the house' and I recall thinking about how I didn't want to connect the two or should I say the Five.

After being targeted for one or both reasons, I have had multiple musical works that I have created - stolen, gutted, and used to inflict harm against me. These same works generated hundreds of millions of dollars for others; yet, I received nothing but threats. Instinctively knowing that there is a definite connection between the use of my works and my inability to

receive any type of assistance in bringing the culprits to justice. This is difficult to accept especially after presenting supporting documents to substantiate my claims.

This is not a matter of living in the past because just recently this situation had me handcuffed, detained in a cell and denied entry into Canada - 2013! I was physically violated, mocked and harassed within the last six months so don't try to pretend that it's a matter of the past. Just recently, I was bombarded with messages regarding someone's friend being dead and implying that I am in some way responsible. That's what I am living with, TODAY!

It has been implied that if anyone helps me in any way on my quest to free myself from this man-made oppression, that they would end up in a wheelchair or worse. It must be true because it has been decades and I am still struggling by myself to obtain some kind of rights to privacy and justice. Even with the threats of homelessness, imprisonment and being alone in this nightmare, I refuse to just fade to black for people who don't even see me as a human being.

Lovelace states, 'I am not, nor have I ever been a strung out, drug using prostitute. I am not a hardened criminal. It seems like the only rights that people in power want me to have is the right to remain silent. Every step I take to move forward, I am delayed in some way.' Even if she were, it would not justify denying me the same civil rights others are privy to.

## **Summary of Events and Facts Surrounding :**

Although I have compounded legal issues, I have tried to provide brief numbered details of some of what has occurred below but not all. I am continuing to seek legal assistance and because there are compounded situations but to provide a summary:

1. My father is incarcerated for allegedly killing a Detroit Police Officer, Stanley Rapaski and Cass Czerwinski. I can't help but wonder if Czerwinski is related to Democratic Representative Joseph C. Czerwinski.

First, anyone who kills a police officer - their family is definitely persecuted and is unable to obtain assistance from the system; especially, if that person is a prominent member of society. Everyone knows that police stick together and as a matter of fact, the other accomplice conveniently died while being apprehended in that case. Human nature...

2. I wrote the lyrics and melody that were used for a television sitcom many years ago. These lyrics were given to now prominent music producers, Lee Marcus and Jake Salazar. Of course, I didn't find out about the use of the song until years later.
3. Since the individuals who placed the first songs didn't offer contract or monetary compensation, I kept writing with other local producers. Later, I was offered a 50/50 co-publishing agreement with Zomba after a disagreement with Larry Hatcher and Art & Rhythm's Larry Campbell.
4. Zomba's 50/50 Publishing Agreement made reference to taking co-ownership of all songs written by me; including material prior to signing. (Remember I was not aware that the previous songs were used yet).
5. I spoke with two entertainment attorneys prior to signing; the fact that previous attorney's would encourage signing a contract for little dollars when they know that all entertainment lawyers would most likely require a large retainer in the end demonstrates that there is a problem.
6. Zomba representatives then attempted to pressure me to sign management contracts with producers that were on their roster whom I had never met. I refused.
7. While contracted with Zomba, I submitted over 40 song lyrics and melodies that were discussed in detail with their representatives and some listed directly in the contract.
8. After submitting these songs, someone associated with the business brought it to my attention that an artist by the name of Desire (real name Monique), with the help of Michael Powell, Art & Rhythm's - Larry Roc Campbell, Paul D. Allen, and Larry Hatcher has received a 6 album deal with Warner Chapel label releasing single.

9. I heard personally and have others confirm blatant similarities to my work and have been derived in full and/or in part from my copies submitted to Paul D. Allen of M. Powell's – Vanguard Studio, Larry Hatcher of Hatcher Hits, Larry Roc Campbell of Art & Rhythm and David R - Zomba, rep. I worked consistent with all parties listed for a period of time. I have split sheet for "Baby Stay with me" and I heard this finished by her.
10. After notifying Zomba of this deal, I became subjected to a multitude of tragedies, threats and intimidation.
11. I have proof of mail tampering and mail delays involving multiple carriers.
12. Almost every song lyric and melodies were used in part and in full. These songs were being played on the radio for years. I will provide you with attachments to show copyrights.
13. Zomba used publishing contract to steal lyrics and melodies, then denied possession of works (even though material was mentioned in publishing contract, the use of intimidation methods to coerce, and now everyone is asking for an extreme amount of money for a retainer. I understand that litigation cost but this should not be allowed to be used as a scapegoat to avoid being held accountable. This is the 'game' that prevents resolution and allows these tyrants to continue their actions.
14. Unable to obtain legal representation, I then attempted to file suit and although the amended complaint complied with F.C.R. and was filed within courts guidelines. The judge dismissed before reviewing factual evidence and ignored actual acts of violence and request for counsel to be assigned. Basically, I have documentation that clearly shows misconduct.
15. During this ordeal, I maintained my copyrights and always required signed documentation with any co-writers.

Within two months of completion of my Registration of Copyrights for all of the songs provided, suddenly the Dekalb County Probation submits a violation of probation report to the Courts and they issued a warrant although I was under the supervision of Michigan Probation and reporting as directed.

16. The timing of the execution of this warrant was in sync with everything that was going on around my trials with seeking assistance from attorneys and all of the many groups. I have a full list.

I had filed the copyrights listed below and they were processed just months prior to the illegally obtained warrant being issued.

PAU001720136 / January 7, 1993 "Collection I - Tiwanda."

- i. Lovelace, Tiwanda, 18 SONG LYRICS & MELODIES, 1 RAP, 2 Poems

PAU001721382 / March 4, 1993 "Collection II - Tiwanda."

ii. Lovelace, Ne Ne - 6 SONG LYRICS AND MELODIES,

17. Although per Inter-State Case Reports, Lovelace was reporting to Michigan Probation AS DIRECTED by Courts, there were no efforts made to contact and/or provide Notice of Hearing. Again, there was no notice of hearing, revocation hearing, or opportunity to be heard violating Due Process.
18. Dekalb County police then used this warrant to modify my 1st Offenders Act, changing status to conviction. Records reflect multiple arrests, repeated offenses and provide misleading transmittal when 4 of 5 items are in reference to the same (original) First Offenders Act offense.

Dates and charges are inaccurate and/or inaccurately presented.

19. This warrant was signed May 19, 1993 - expired July 31, 1997.
20. In a letter used to take housing from the Lovelace family, a police agency stated that the warrant was valid in 2005 and that they were unable to execute due to budgetary constraints.

However, when I lived in Georgia 2003/2004 there were no efforts to arrest?

21. I believe the warrant was serving its purpose, which was to inflict damage, hinder and harm. Prior to filing this case, I submitted a notice and a request for correction to all parties involved since it was preventing employment and shelter.
22. I have proof of misconduct which shows the courts switched Judges after plaintiff filed for Summary Defendants ignored service of Summons.
23. Courts ignored factual evidence and their own system which proved defendants were served and not only didn't respond but lied when presenting statements to the courts.

I believe that this system intended to hold me accountable for others actions and all while acting under 'color of law.'

I am requesting legal assistance and/or representation, resolution and closure because these entities are still using their power and positions to continue to oppress.

I have documented proof of civil rights violations, mail tampering, court tampering, violent acts, etc...I have had multiple major companies assist with hindering and circumventing justice...

Since this has snowballed, police were using illegally obtained warrant to modify records, repeatedly take public housing and take employment. Georgia unjustly threw my case out but shortly after a public defender was able to quash warrant.

I am stuck in this free for all, caught up between multiple major entities and trying to obtain my freedom from this chaos. I have been physically violated and subjected to continued harassment.

I am constantly mocked and harassed with messages that seem to try to confirm that I will continue to be denied any assistance and that my civil rights will continue to be violated.

Even now my record has not been updated or corrected properly because this case was once again used to have me detained in handcuffs and refused entry into Canada in 2013. Clearly, each entry is questionable.

I have other legal issues that have occurred of which I have been compiling; such as, screen shot, documents, etc...that prove that I am being deliberately deprived of my rights to liberty and life. I refuse to let them murder me quietly behind the scenes. I have provided some of the documentation to support my claims inside the titles and I hope that you will be able to assist or refer this to someone who can.

**View never seen before documents which demonstrate how the Business of Music Operates with Impunity for decades!**

These multiple legal situations also involves: Officials, Major Music Labels, Michigan Courts, Dekalb County Police and Georgia Court's - violation of Due Process, officials 'acting under color of law' to deprive rights and alleges judicial misconduct.

There were hundreds of millions of dollars in music royalties involved with the multiple allegations of copyright infringements, breach of contract, song placements prior to Zomba contract and deprivation of civil rights that all stemmed from conflict between major entities and opponents.

Lawsuits were filed in Both -

Detroit, Michigan AND Dekalb County, Georgia.

I filed the first lawsuit in Michigan after two lawyers advised me that the Co-Publishing Agreement with Zomba was standard.

After failed attempts at having me sign management contracts with their Producers, I was provided with music tracks and encouraged to build my own team.

After submitting and discussing 40+ songs, it became clear that there was no intention of honoring that Agreement. I began to realize that Zomba had both - initiated and allowed the



materials that I had submitted and discussed with their representatives to be used and 'gutted' by others.

I began to hear musical works on the radio that were derived from songs that I submitted.

I filed a lawsuit claiming Antitrust Violations, Breach of Contract and Copyright Infringements. I also requested counsel be assigned due to multiple, coincidental acts of violence surrounding my family.

Although the Amended Complaint was '*set forth in short, plain statements*' as required by law. Clearly explained Each document listed as Exhibits and filed in accordance with Federal Civil Procedures, the courts ignored the Complaint and the supporting documents.

The courts dismissed my case as frivolous preventing me an opportunity to have my case heard. Judge Bernard A. Friedman cited that my complaint was bizarre, irrational and indeed delusional. Judge Friedman continues to state that the complaint is fanciful and delusional.

I didn't know that copyrights, phone records and certified mail receipts were miscellaneous papers.

'It is easier to ignore facts and allow corruption to continue by claiming that my complaint was bizarre, irrational and indeed delusional but I didn't imagine bullet holes, family members assaulted, friend and house shot up, my songs 'gutted' and played on the radio...

Both lawsuits demonstrates questionable, unethical and egregious behavior by some of the courts representatives. This is no coincidence that two courts in different states would ignore actual factual claims against the same person who initially filed complaint against music industry reps. Multiple criminal activities and misconduct are continued for decades...

Court Records can be found by using Pacer.gov!

SEE FOR YOURSELF - PACER Printout and Keypoints:

1. Plaintiff filed Lawsuit representing herself *In Forma Pauperis*.
2. Plaintiff's Lawsuit survived a Frivolity Review.
3. The Court Ordered that the *Clerks Office* process the necessary paperwork; INCLUDING, USM-285 SUMMONS because plaintiff was unable to afford processing fees.

The Summons advised the Defendants-Dekalb County Police Dept. to answer the Complaint filed against them within 20 days.

4. Clerks Ignored and Excluded 1st Defendants-Dekalb County Police Dept. from Docket even though they were listed 1st on the Original Complaint.

5. Pacer No. 9 - shows that the SUMMONS WAS ISSUED ON 03/16/2004 to the Defendants-Dekalb County Police Dept. BUT after (4) Four Months past the allotted (20) twenty days ... they DENIED receiving the Summons processed by the Clerk's Office.

6. Per Courts Order and Summons, the Defendants-Dekalb County Police Dept. had (20) days to file an Answer with the Courts; yet, they did not.

7. Plaintiff filed Motion for Entry of Default and Motion for Summary Judgment because the Defendants did not Answer the Complaint.

8. Defendants-Dekalb County Police DENIED receiving the Summons and blamed Plaintiff. Defendants did not file their response to Motion until 07/09/2004,

#### AFTER THE JUDGE WAS SWITCHED

Again, that was (4) Four months later after Judge was switched without cause.

Plaintiff filed Motion for Entry of Default and Motion for Summary Judgment BUT Courts and Clerk's Office Conspired, ignored and waited allowing Defendants- DEKALB COUNTY POLICE an additional (4) Four Months Later - 07/09/2004,

Courts switched Judges on 07/12/2004 - **two months after receiving Motion for Summary Judgment.**

Clerks never submitted Amended Motion for Summary Judgment w/ Supporting Documentation to Support Genuine Issue for Trial to then Judge Jack T Camp. Lovelace vs. Dekalb County Police but instead the clerks mislabeled the Motion as Miscellaneous on the Court's Docket.

## **A Monopoly Exist: Not the Game!**

When reviewing and comparing the allegations of copyright infringements, civil rights violations, etc... listed in Lovelace vs. Zomba AND Lovelace vs. Dekalb County Police it is apparent that they work together in a combined effort to monopolize.

I say this because when attempting to seek resolution you are faced with the following:

1. Being denied representation because of either a 'conflict of interest' issue due to the industry being controlled.
2. The fact that **no** entertainment attorney wants to slug it out on your behalf for fear of preventing further or future business.
3. Most attorneys require a very large retainer that the artist usually doesn't have. The lack of funds is usually because the initial attorney had advised this artist that the contract with low figures were standard in the business encouraging acceptance.
4. Under false pretense, promises and manipulation, the publishing or record take your materials/works. The publishing or record company contract will then state that your contract says that we can choose not to pursue your claims.
5. You are faced with major opposition from multiple sources. I have had multiple major companies violate the Federal Trade Commission Fair Trade Act and Competition Laws. They assisted with hindering my efforts in promoting and marketing my Titles by creating fake sellers, re-routed links to other products, listed titles in the wrong categories and listed incorrect prices. These other companies circumventing justice when I was promoting my books that were exposing the blatant tactics and methods subjected.

I no longer wonder why people would easily associate the word 'slave' with the music business and the prison system. The courts only seem to recognize the goals of the major corporations. I filed a lawsuit against BMI, Zomba and Jive because of their lack of response to my request as to how BMG, MCA, EMI, WEA, Polygram and Jive have released songs which blatantly infringe upon my copyrights. I sent these lyrics to Zomba and discussed these works in detail. Clearly, I have been denied my rights and this definitely confirms a Monopoly situation.

I was very emotional at this time and although I lacked the skill of a licensed attorney, my revised complaint complied completely with Fed. Rules of Civil Procedure but the courts responded as if they did not receive this revised copy.

I provided copies of copyrights. I provided proof of certified mailings and other documents to support that I required courts assistance. Although I requested assistance from the DOJ and the courts due to violence. These acts of violence were ignored and these supporting documents were referred to as miscellaneous papers.

On July 22, 1996 the courts dismissed my case as frivolous preventing me an opportunity to have my case heard. Judge Bernard A. Friedman cited that my complaint was bizarre, irrational and indeed delusional. Judge Friedman continues to state that the complaint is fanciful and delusional. I didn't know that copyrights and certified mail receipts were miscellaneous papers.

*'So, let me get this right...I imagined my house getting shot up, double homicide, children assaulted and sister getting raped. The judge could have assigned counsel or made...I did not imagine bullet holes.'* Ne Ne

The definition of a Monopoly is complete control of the entire supply of goods or of a service in a certain area or market, a large company that has a monopoly, complete ownership or control of something. This sums everything up in a single sentence. How else is this allowed to continue with impunity?

It was acceptable to those in positions when the decision was made to try to induce a suicidal response until I chose to fight back. Suddenly, I became the one responsible for the aftermath. When I began to describe the entire event from my experience and background as being victimized, suddenly I am supposed to be a snitch but it is supposed to be okay for everyone to try to quietly murder me and I am not supposed to fight back?

It is impossible and let's not forget that I was there at the initial onset, watching ALL assist in obtaining my materials for the grand finale which was to be - *my demise*. Some would like for you to believe that this is the work of one person but none of the possible scapegoats had the power to orchestrate all of these coordinated events.

Although I can only guess that some individual representing a specific group may have devised a scheme to use this situation for profit. Even if this was the case, the only reason why this would be possible is if both parties involved didn't recognize me as a person because it is a predominantly male dominated industry. There was no acknowledgment or contact with me at all other than abuse.

It is possible that others may have negatively been affected and they may have required representation but instead of addressing me so that I could clarify that there are compounded situations, assisting in clearing up the entire '*clustermuck*.' I say this because after being violated, I had hospital employee's whisper to each other within earshot, 'that's what he's supposed to do...' as they looked at me smiling and smirking. They had to be implying that they were representing another party.

There are too many coincidences where some horrible act is attributed to a single individual for this to be random. This is why I really want nothing to do with any one of those producers from my past. If my material helps alleviate persecution for anyone by clarifying some information, that is fine but I have received a large amount of retaliation so just knowing that someone allowed my family and I to become subjected as a scapegoat is unacceptable.

Instead of communicating, these individuals decided to launch this campaign to possibly cover for the geniuses who actually may have used their positions to manipulate a payoff. I say this

because this may be contributing to the immense pressure for me to 'let it go,' or the reasons why it was so important for me to 'just die' or the pressure to force an acceptance of a minuscule offer.

I conducted business forthright and with good intentions. I completed split sheets on shared works and I required signed agreements for those who chose to work on projects with me. In addition, I was able to secure four or five exclusive writers under my Production Company, Seven West. After providing Zomba with copies of my writer's contracts, I never heard from these writers again.

I discussed and submitted over 40 forty plus musical lyrics and melodies. I didn't give permission and I did not sign my works away. I signed one co-publishing agreement for fifty percent - ONLY. Still, I was forced to listen to my musical lyrics and melodies on the radio for decades as they reached the top the charts but I received no royalties, only threats.

With the information provided here and in all three of my titles, there should not be any doubt as to this clearly exposing corruption, conspiracies and the monopolization of an industry.

Caught in crossfire between major entities; the system and those who have been negatively impacted - I am forced to live as a homeless outcast. In this case, I have lived in many cities, moving from town to town looking for a home and a support base but the people in positions have ensured that too many people have been negatively affected.

There have been women and children assaulted and violated; yet, NOONE has made an effort to bring an end to this entire ordeal because each are fighting to justify their own actions. These continued incidents are instigated in the hopes that this will ensure that no one will support your fight for justice. Those in or associated with the music industry have engaged in, encouraged and have allowed violent acts to incur solely due to their pride, greed and hate. While behind the scenes, the hurting of others continue so that they will hate you too...this is not a game!

I know too many who have been raised as one of Jehovah's Witnesses and they are now labeled and receiving SSI-Social Security Benefits or suffering from some sort of depression related to these practices. I disagree with raising children as victims and not preparing them for the world outside of the Kingdom Hall of Jehovah's Witnesses.

There is no reason why the police departments should be able to use their positions to deliberately profit and cause harm to a relative of someone accused of killing a police officer.

## **Proof of a Conspiracy**

There are too many coincidences and events surrounding one individual for EVERYONE to ignore FACTS! There are too many coincidences where some horrible act is attributed to a single individual for this to be random. The following points clearly demonstrates a combined effort:

1. In order for BMG, MCA, PolyGram, EMI, the Sony Group or the WEA Group to have multiple blatant similarities to songs listed in copyright infringements this has to be a combined effort and these label reps working together. This was a combined effort to circumvent justice to monopolize.
2. Mail tampering amongst different carriers was definitely involved and proven with documentation. Two separate carriers admitted in writing referencing being unable to explain mail delivery delays. This was a combined effort to circumvent justice to monopolize.
3. Not one of these individuals would be able to track and coordinate persecution and harassment. This was a combined effort to circumvent justice to monopolize.
4. Not one of these individuals would be able to manipulate the violations of my Civil Rights AND orchestrate the questionable behavior from both the States of Georgia and Michigan Court's. This was a combined effort to circumvent justice to monopolize.
5. No single person is able to orchestrate the unprovoked modification of criminal background records. Suddenly officials were ready to enforce their duties when choosing to violate the Due Process Clause but unavailable to honor the duties involved in upholding a citizens rights. This was a combined effort to circumvent justice.

There are a lot of artist that befall convenient legal issues prior to releasing projects - (Example: Tupac never had a criminal record prior to his release).

6. The illegally obtained warrant was issued conveniently during the days when I was suffering through retaliation and my torturous days of being forced to listen to all my 'guttured' works on the radio, etc... This required combined effort to induce hopelessness and suicide.
7. The timing of the execution of this illegally obtained warrant was in sync with everything that was going on around my trials with seeking assistance from attorneys and all of the many groups. I had filed the copyrights listed below and they were processed just months prior to the illegally obtained warrant being issued.
8. More importantly, for decades I have been contacting governmental agencies, groups, organizations and attorneys off and on since the beginning. I was providing supporting documents which substantiate my claims and CLEARLY raise questions regarding these compounded coincidences but I am refused.

9. The fact that these agency and groups that are neglecting to acknowledge blatant wrongs; they're inaction whether direct or indirect, inadvertently supports this injustice. Promoting deprivation of rights when an obvious injustice is ignored.
10. When any other corporation is found to be in violation of someone's rights or involved in any unethical behavior, they are held liable. How is it that an industry can deprive rights and deny compensation from their employees (artist/producers) without being held accountable for decades?

These major record labels BMG, MCA, PolyGram, EMI, the Sony Group or the WEA Group are listed in the contract and in the casting sheets. They are sent out to their roster of writers in order to shop with these multiple label's Artist. After placement of 'guttled' works, they decide who they choose to pay or who not to.

These 'entities' mentioned in defendant's response were on Zomba's casting list and in contract showing that not only did Zomba work with them to place songs; shortly after contract their name changed to Zomba/BMG.

I have been physically violated three times across multiple states (that I am certain of) since I have been an adult because of my situation. The odds that one person or even one family could face multiple sexual assaults across multiple states, these are not coincidences.

Although I have compiled and organized supporting documentation, I have repeatedly been refused legal assistance and I have had Court officials blatantly deny rights.

When I was younger, I was routinely pressured to think that prostitution was my only option - I refused.

Everything was repeatedly and deliberately taken from me purposely for entertainment purposes - while I suffered through. Even while attempting to assimilate into society, I was constantly bombarded by those associated with the industry. I have had those who accept this enslavement find ways justify ALL my violations as the norm or those with the mentality that we're not supposed to have rights because we are black so we 'hustle.'

I hustled and created multiple new products but because 'seeds' were planted against me, labeling me - I don't have support. Others are grouped up to control justice and they decide which 'fat cats' claim ownership of the victim...calculating just how much they can profit and who gets the pleasure of further violating the victim.

In addition, I have been subject to continued persecution and harassment, loss of quality of life, repeated loss of employment and repeated homelessness.

I have documented evidence confirming that a modern day enslavement of human beings still exist in 2014. Proof where women and children are deliberated harmed and denied justice.

Proof of judicial misconduct, civil rights violations, breach of contract, questionable loss of life, etc...I have been treated like a traitor because I don't want to be a slave and I won't pretend that it is okay to steal lives and murder.

You say that my books are a waste of time but the information that is inside my books is what I would have liked for someone to have shared with me. It would have saved my life and gave me what I needed in order to survive this system without having to alienate myself in this fight for justice. I'm not Anti-America! I am Pro-Rights, Pro-Prevention. Pro-Justice.

So when you reference my work in a derogatory way by saying 'that Book' you disrespect me and my plight to be free. I refused to be anyone's property now or when I was younger. I don't respect a system that accepts modern slavery. I certainly don't even acknowledge bullies and I REFUSE TO LET GO!

I have no place in your society so THESE BOOKS are going to speak for me until one side or the other decides to man up and physically do what 'all' have been quietly doing for decades or when it is decided to provide proper resolution.

I will continue to compile further evidence showing deliberate deprivation of rights until I have rights! I learned firsthand how it feels to be put on display so I am certain that THEY won't like it either!

This was planned and even when their plans went bad; this could have easily been fixed. But No, 'they' had to compile the situation by adding some violence, misinformation, and brutalization. Then this whole disgrace of a mess just got out of control. Then you violated my civil rights to continue this charade.

By allowing this type of injustice to be so widespread, this leads to widespread hopelessness, loss of faith in this system, more drug users, more crime and a whole lot of victims. Just seeing people who would never do some of these heinous acts suddenly change and view these acts as acceptable is numbing.

It saddened my spirit to see people willing to sacrifice loved ones for whatever short-lived pleasure or justification. It's like confirming that your civil rights can be taken away at a whim. Anyone can be violated, especially your poor and unloved individuals. If someone gives a damn, make sure a picture is painted to vilify, victimize, and discredit. Place this individual in situations so that we can continue to dehumanize without explanations. Lock them up, set them up, and get rid of them for having the gall to say something.

What I find to be really deplorable is that in addition to having to fight those in power and positions, there are individuals who will combine their efforts to also apply social pressure to invoke a form of social exile. These people take pleasure in exacting revenge in the name of others that have pointed blame at you for messing up their deal and standing up for your work.

I write my books so that I can reach both those who are in need of this information and those who are in a position to address the blatant atrocities properly.



Somewhere there is a Jehovah's Witness or some other group who will become subjected to the same tactics and methods. I want them to be able to make an informed decision to protect themselves against the traps or at least recognize the need to tailor their contract and request a sufficient amount of advance to protect themselves after the games begin because most entertainment attorneys will not risk future business by educating you once you have been selected or branded as 'the Mark.'

I plan to continue to write my books and blogs until it is clear that this has been a deliberate attempt to induce suicidal actions, to violate my civil and human rights, to subject me to continued persecution in order to cause my surrender or demise. With the information provided here and in all three of my titles, there should not be any doubt as to this clearly exposing corruption, conspiracies and the monopolization of an industry.

Caught in crossfire between major entities; the system and those who have been negatively impacted - I am forced to live as a homeless outcast. In this case, I have lived in many cities, moving from town to town looking for a home and a support base but the people in positions have ensured that too many people have been negatively affected.

There have been women and children assaulted and violated; yet, NOONE has made an effort to bring an end to this entire ordeal because each are fighting to justify their own actions. Again, these continued incidents are instigated in the hopes that this will ensure that no one will support your fight for justice.

Those in or associated with the music industry have engaged in, encouraged and have allowed violent acts to incur solely due to their pride, greed and hate. While behind the scenes, the hurting of others continue so that they will hate you too...this is not a game! I know too many who have been raised as one of Jehovah's Witnesses and they are now labeled and receiving SSI- Social Security Benefits or suffering from some sort of depression related to these practices. I disagree with raising children as victims and not preparing them for the world outside of the Kingdom Hall of Jehovah's Witnesses.

There is no reason why the police departments should be able to use their positions to deliberately profit and cause harm to a relative of someone accused of killing a police officer. There are too many coincidences and events surrounding one individual for EVERYONE to ignore FACTS!

## **What's Love Got to Do with It?**

During this ordeal there have been multiple references to Love or an attempt to play some sort of 'heartbreak hotel' game. I know that it is not uncommon for music to remind you of a person; especially, if you wrote lyrics for or with that person. Miraculously, I was supposed to listen to some music and fall in love, allowing some man with whom I have no connection to or any communication with for decades... to take control of my situation?

If someone cared, they should have made it clear but after being violated, harassed and ostracized for decades...it is too late!

Every time that I think of either of them, I am reminded of how many people have used their names when inflicting harm, mocking and violating. True or not, it is clear that I now associate the violation of women and children with both major entities. Playing a song to induce feelings and emotions without an individual having had a previous relationship and expecting results is foolish. That kind of thinking is not realistic and if you believe otherwise than you may want to seek professional help. This was not done out of love and it's not about one man's actions, this was a joint effort!

I thought Copyright Laws were supposed to protect writers! I have been copyrighting my lyrics and melodies since 1991. Even with Copyrights, proof of submission, phone records proving works were discussed and blatant similarities to works released on major labels - I was denied representation. Even with Lawsuit filed in accordance with Federal Rules on Civil procedures, I was not given an opportunity to address my claims in court!

**With all that was mentioned, courts ignored actual events of violence, denied that stress can attribute to and cause physical ailments.**

**I didn't imagine bullet holes, family members assaulted, friend and house shot up, etc...**

**There are no statutes of limitations on civil rights violations; especially, with all of the tactics and methods used to circumvent justice.**

## Proof of delivery / Express Mail receipts

On November 11, 1994, due to the inability to contact Richard Blackstone - Zomba, rep over the phone regarding remaining balance for contract; my husband (at that time) and I had decided that we would go to New York to speak with Blackstone - Zomba, rep in person. Upon our arrival, we did not receive the welcome we were expecting and although we received check, Blackstone - Zomba, rep was unavailable for both days to speak with us.

Once we returned to Michigan, we still received phone calls and correspondents that suggested that they were still interested in working with me and arranged for me to interact and work with their producers and other writers. I was not ready to accept the possibility of any wrong doing. They encouraged more material by supplying music tracks so I would return and submit my lyrics/melodies.

**November 1994** Copies of Express Mail label for songs sent to Kimberlee Thornton - Zomba:

**POST OFFICE TO ADDRESSEE** **EXPRESS MAIL** **EMS** **EH140227059US**

**ORIGIN (POSTAL USE ONLY)**

INTERNATIONAL MAILMENTS ONLY

Customs Form 3800 (Form 3800) (Form 3800) (Form 3800)

Time of Day: 9:30 AM

Weight: 3.0

Postage: 9.95

SEE REVERSE SIDE FOR THE SERVICE GUARANTEE AND LIMITS ON THE INSURANCE COVERAGE

**CUSTOMER USE ONLY**

METHOD OF PAYMENT:

Express Mail Corporate Acct. No.

Priority Agency Acct. No. or Postal Service Acct. No.

WARRANTY OF SIGNATURE (Domestic Only) I warrant delivery to be made without obtaining the signature of the addressee or the addressee's agent (if in the judgment of the delivery employee, the article can be left in a secure location) and I authorize the delivery employee to sign that the shipment was delivered and understand that the signature of the delivery employee will constitute valid proof of delivery.

NO DELIVERY

WEEKEND HOLIDAY

CUSTOMER SIGNATURE

**FROM: (PLEASE PRINT)** PHONE: 313/433-1516

Turnman NeNe Loveless  
9080 Burl Rd  
DET MI 48228

**TO: (PLEASE PRINT)** PHONE: 212/192-8717

ZOMBA  
137-139 W 25th Ave  
NEW YORK NY 10001  
ATTN: KIMBERLEE THORNTON

For Pickup or Tracking Call 1-800-222-1811

**November 14, 1994** Copies of Express Mail label for songs sent to Zomba:

POST OFFICE TO ADDRESSEE		EXPRESS MAIL EMS		EF542191225US	
<b>ORIGIN (POSTAL USE ONLY)</b>					
INTERNATIONAL SHIPMENTS ONLY		P.O. ZIP		Day of Delivery	
<input type="checkbox"/> Business Papers <input type="checkbox"/> Merchandise <small>Customs forms and commercial invoice may be required. See Pub 273 and International Mail Manual.</small>		Date In: 4/8/94 No. 11494 Time In: 10:30 Weight: 1 lb 4 oz No Delivery: <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday		Day of Delivery: 1st 1st Noon 1:30 PM Military 1st Day 2nd Day 3rd Day Int'l Alpha Country Code: US Acceptance: Clerk Initials: VJ	
<input type="checkbox"/> Flat Rate Envelope Postage: \$ 9.95 Return Receipt: <input type="checkbox"/> C.O.D.: Total Postage & Fees: \$ 9.95		<b>SEE REVERSE SIDE FOR THE SERVICE GUARANTEE AND LIMITS ON THE INSURANCE COVERAGE</b>			
<b>CUSTOMER USE ONLY</b>					
METHOD OF PAYMENT:		<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Only) I wish delivery to be made without obtaining the signature of the addressee or the addressee's agent (if in the judgment of the delivery employee, the article can be left in a secure location) and I authorize the delivery employee to sign that the shipment was delivered and understand that the signature of the delivery employee will constitute valid proof of delivery.			
Express Mail Corporate Acct. No.		NO DELIVERY			
Federal Agency Acct. No. or Postal Service Acct. No.		<input type="checkbox"/> WEEKEND <input type="checkbox"/> HOLIDAY Customer Signature:			
FROM: (PLEASE PRINT) PHONE 313 493 1526		TO: (PLEASE PRINT) PHONE 212 422 8737			
Tiwanona Nene Lorelace 9080 Bart Rd Det MI 48228		ZOMBA 137-139 W 25th St NEW YORK NEW YORK 10001 ATTN: Kymberlee Thornton			
<b>For Pickup or Tracking Call 1-800-222-1811</b>					

November 14, 1994 Copies of Express Mail label for songs sent to producer Zomba referred:

POST OFFICE TO ADDRESSEE		EXPRESS MAIL EMS		EF542191675US	
<b>ORIGIN (POSTAL USE ONLY)</b>					
INTERNATIONAL SHIPMENTS ONLY		P.O. ZIP		Day of Delivery	
<input type="checkbox"/> Business Papers <input type="checkbox"/> Merchandise <small>Customs forms and commercial invoice may be required. See Pub 273 and International Mail Manual.</small>		Date In: 11/17/94 No. 11494 Time In: 10:30 Weight: 1 lb 4 oz No Delivery: <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday		Day of Delivery: 1st 1st Noon 1:30 PM Military 1st Day 2nd Day 3rd Day Int'l Alpha Country Code: US Acceptance: Clerk Initials: VJ	
<input type="checkbox"/> Flat Rate Envelope Postage: \$ 9.95 Return Receipt: <input type="checkbox"/> C.O.D.: Total Postage & Fees: \$ 9.95		<b>SEE REVERSE SIDE FOR THE SERVICE GUARANTEE AND LIMITS ON THE INSURANCE COVERAGE</b>			
<b>CUSTOMER USE ONLY</b>					
METHOD OF PAYMENT:		<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Only) I wish delivery to be made without obtaining the signature of the addressee or the addressee's agent (if in the judgment of the delivery employee, the article can be left in a secure location) and I authorize the delivery employee to sign that the shipment was delivered and understand that the signature of the delivery employee will constitute valid proof of delivery.			
Express Mail Corporate Acct. No.		NO DELIVERY			
Federal Agency Acct. No. or Postal Service Acct. No.		<input type="checkbox"/> WEEKEND <input type="checkbox"/> HOLIDAY Customer Signature:			
FROM: (PLEASE PRINT) PHONE 313 493 1526		TO: (PLEASE PRINT) PHONE 908 846 0370			
Tiwanona Nene Lorelace 9080 Bart Rd Det MI 48228		KEN Williams 3587 N. J. Hwy 1 Freehold NEW Jersey 07728			
<b>For Pickup or Tracking Call 1-800-222-1811</b>					

**\*\*See— Producers and writers were on Zomba's list of writers.**  
 November 17, 1994 Copies of Express Mail label for songs sent to producer Ken Williams, Zomba referred:









## Lovelace vs. Zomba - Amended Complaint

This was the first of two Lawsuit filings submitted to courts on June 24, 1996

The Courts completely ignored everything that was provided in this initial case filed combined with Initial Complaint filed on May 20, 1996 below!

Tiwanda G. Lovelace

v.

Zomba Enterprises, Inc.

Honorable Judge Bernard Friedman  
Case # 96-72270, filed 06/13/96  
United States District Court  
Theodore Levin Courthouse  
231 W. Lafayette  
Detroit MI 48226

JUN 21 10 47 AM '96

U.S. DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

1. This action arises under the constitution of the United States, 17 U.S.C., §501-506 and 28 U.S.C., §1337, 1338, 1407. Referring to Anti-Trust laws, Interstate Commerce Act, and Copyright Infringement laws. Refer to U.S.C., 15 §28, 19, 28. Suifs expedited.
2. Placement of song entitled, "What Can I Say To (Justify My Love?)", performed by Hi-five and Nuttin Nyce, released on Jive's label on four (4) projects- as a single, on Hi-five's greatest hits, and both gourps albums-(publishing admin. by Zomba)- this placement initiated th co-publiishing agreement.
3. Plaintiff entered into Co-Publishing agreement dated October 18, 1993- with Zomba Enterprises, 137-139 W. 25th St., New York NY 10001, wherein, said company is assigned as administrative publisher for all works before and after. Refer to Exhibit 5-B, page 23- (listed as schedule 1, #1-11).
4. In accordance with contractual obligation, Lovelace submitted over 40 works between October, 1993 and March, 1995, however, Zomba not only neglected to administer copyrights for works, they did not possess copies of works as noted in correspondence from Zomba representative, dated July 20, 1995. Refer to Exhibit 12.
5. Between January , 1993 and April, 1995, plaintiff complied in all respects with the Copyright Act of 1976 and all other laws governing copyright, and secured the exclusive rights and privileges in and to the copyright of said works, and received from the Register of Copyrihgt's certificate of registration, dated and identified as follows: 01/07/93- Pau 1 720 136, 03/04/93- Pau 1 721 382, and 04/14/95- PAU 2 025 249. Listed as Exhibit 11-A.
6. Zomba was notified by phone and mail, repeatedly, of Infringements, threats, and other coincidental acts of violence- still there was no intervention, just denial. Zomba's failure to intervene and attempt to collect and deliver monies in accordance with agreement displays willful neglect; In addition to this, companies and artist thru which infringements/ retaliation have occurred are in direct association and/or are under contract with Zomba. Refer to Letter of Explanation/ Summary, pgs. 1-18, Exhibit 5-B, pg. 2 (f), Exhibits 8-A & 8-B, (casting list supplied by Zomba).
7. Defendants are publishing house for Jive Records, Zomba having secured documentation to control and collect royalties on plaintiff's behalf, which is to be divided asstated in agreement.

Defendant also secured documentation to control and collect other royalties from BMI, ASCAP, Harry Fox Agency and others, (plaintiff was already under contract with BMI), they, defendants are in direct conflict with laws protecting writers.

8. Defendants have blatenly used contract and contacts to control and monopolize, and are engaged in unfair trade practides and unfair competition against plaintiff. Refer to Exhibits 5-B, pg. 20, 21,& 22, schedule 1,1-11. Defendants are in direct violation of anti-trust laws and Interstate Commerce Laws.
9. Defendants listed in Exhibit 5 B, pg. 2 (f)- contacts with majors as mentioned are as follows- BMG, MCA, Polygram, EMI, the Sony Group, WEA and Jive Records (same); Defendants and affiliates are in direct association with continued Infringements, mail tampering complaints, and local retaliation,(as mentioned thru-out files in reference to complaint). Affiliates of and defendants have executed other forms of retaliation thru and by releasing intimidating and threatening songs, while plaintiff plaintiff was experiencing local retaliation and other acts of violence, which was initiated immediately following notification of infringements and other contract concerns.
10. Due to defendants negligent conduct, plaintiff has been denied her right to conduct business under the laws that govern United States citizens. Plaintiff's career has been willfully undermindd and deliberately impeded, plaintiff has suffered great emotional stress which lead to an ovarian cystectomy and other mental duress caused by retaliation tactics, etc., Plaintiff continues to suffer daily since infringements continue to air daily;since infringements are from works listed in agreement and are under plaintiff's copyright- under Zomba's care or administration.
11. Wherefore, plaintiff demands judgment against the defendant in the sum of 10 million dellars, interest, and cost. Plaintiff also demands contract, as written, in it's entirety, be considered null and void.

*Howard S. S. S.*

**My revised complaint complied completely with  
Fed. Rules of Civil Procedure but the courts ignored..  
Case was dismissed as frivolous prior to being heard.**

Case was dismissed abruptly and prior to Defendants Answer that was filed afterward.



**Request for Court to Assign Counsel**  
**Court dismissed request and ignored violent acts...**

Tiwanda G. Lovelace,

Plaintiff,

vs.

BMI-Zomba-Jive

---

Civil Action No.  
96-CV-72270-DT

Hon. Bernard A. Friedman

In accordance with Federal Rules of Civil Procedure, Rule 16 (a)(b)(c); Also under U.S.C., Title 15 §28,19,49;

1. Plaintiff request expediting the disposition of the action, as noted in violations of Anti-Trust and Interstate Commerce laws; Also, establishing early and continuing control so that the case will not be protracted because of lack of management, therefore discouraging wasteful pretrial activities;

Under 28 U.S.C., §1915(d);

Plaintiff request counsel be assigned, wherein, to assist an ensure compliance of Rule 16(a), 1-5; preventing protraction due to lack of management.

In accordance with 28 U.S.C., §591;

Plaintiff request an injunction which initiates the assistance of the Dept. of Justice in relocating and in order to protect plaintiff from further annoyances, embarrassment, and oppression (Retaliation), also, initiating preliminary investigations into criminal activities.

Plaintiff, plaintiff's family and associates, having been affected by coincidental acts of violence, due to retaliation- as mentioned in Retaliation Report and since filing this suit, plaintiff still suffers from retaliation, oppression, and still suffers from mail- tampering.

Note; Complaints were filed with Attorney Greivance Commission in reference to prominent local attorneys.

*Tiwanda Lovelace*

U.S. DISTRICT COURT  
EAST DISTRICT OF NEW YORK  
JAN 24 10 46 AM '96  
CLERK

## Courts denied request to assign counsel-1<sup>st</sup> Request June 24, 1996

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

TIWANDA LOVELACE,

Plaintiff,

vs.

BMI-ZOMBA-JIVE,

Defendant.

Civil Action  
No. 96-CV-72270-DT

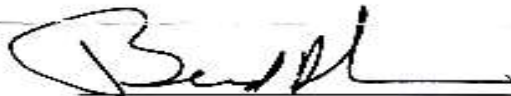
HON. BERNARD A. FRIEDMAN

### ORDER DENYING RELIEF REQUESTED

On July 29, 1996, plaintiff filed two pleadings, one entitled Objection to Order of Dismissal and the other entitled Entry of Plea. The court has had an opportunity to review both documents and notes plaintiff's objections to the court's Order of Dismissal filed July 22, 1996. A further review of the matter convinces the court that the dismissal conforms to the law and is appropriate. The request for entry of plea basically asks for a conference, which is moot based upon the above.

Accordingly,

IT IS HEREBY ORDERED that the relief requested by plaintiff is denied.



BERNARD A. FRIEDMAN  
UNITED STATES DISTRICT JUDGE

Dated: July 31, 1996  
Detroit, Michigan

Copy sent this date to:

Tiwanda Lovelace  
9080 Burt Rd.  
Detroit, MI 48228

Court ignored my request in accordance Federal Rules of Civil procedure, Rule 16 (a)(b)(c); Also under U.S.C., Title 15 28,19,49; Under 28 U.S.C, 1915(d) – Plaintiff request counsel be assigned...preventing protraction due to lack of management.

'It is easier to ignore facts and allow corruption to continue by claiming that my complaint was bizarre, irrational and indeed delusional but I didn't imagine bullet holes, family members assaulted, friend and house shot up, my songs 'gutted' and played on the radio...

## Letter Explaining Exhibits submitted to Courts

June 24, 1996, I provided court with 2nd/Revised Complaint that was 'set forth in short, plain statements' as required by law. Clearly explained Each document listed as Exhibits-(Below)

7

### LETTER OF EXPLANATION

I have attempted to organize documents in order to make my situation clear and as specific as possible. they are numbered as Exhibit's 1-13.

Exhibit 1-A; First correspondence sent upon Renzer's request  
3 pgs. to state my claim on writing my share of lyric's to song entitled "What can I Say To (Justify My Love)?" by Hi Five and Nuttin NYCE, released on Jive Records, publ. adm. by Zomba. Fax receipt enclosed.

Exhibit 1-B: Files in ref: Howard Hertz, entertainment attorney  
6 pgs. first contacted regarding song contract and song placement. Complaint filed with Attorney Greivance Commission on 02/23/96.

Exhibit 1-C: Files in ref: Jerome Barney, attorney at law, *Suggested Case + Demand Letter to Hatcher*  
2 pgs. 2nd attorney contacted to try to resolve situation. Complaint filed with Attorney Greivance Commission on 02/23/96.

Exhibit 1-D: File in ref: Alexander Kuhne, attorney at law,  
5 pgs. reffered to by Hertz. Complaint filed with Attorney Greivance Commission on 02/23/96.

Exhibit 2: Consists of contacts referred by Zomba reps. and *Fast*  
20 pgs. a management contract. Zomba contacts were using my materials without giving my \$'s.

Exhibit 3-A: Documents giving proper credit for song placed on  
5 pgs. Jive's group Hi Five and Nuttin NYCE. Billboard Magiz'ne clippings enclosed. Unsigned split-sheet is the only document I received, even after I requested.

**Note: Clearly explained Each document listed as Exhibits**

## LETTER OF EXPLANATION (CONT.)

Exhibit 3-B: The only royalty statement I received even after  
2 pgs. I requested . It is inaccurate

Exhibit 4-A: Receipts for correspondence; such as, tapes and  
13 pgs. song lyrics that were submitted to Zomba in  
accordance with my contractual obligations.

*I sent  
works,  
I discussed  
back work w/  
Zomba Rep.*

Exhibit 4-B: Copies from phone bills to show constant contact  
8 pgs. and attempts, on my behalf, to conduct business.

Exhibit 5-A: Copy of first contract sent unsigned, lower figures.  
24 pgs Note- compare 1st contract sent page 6 to 2nd  
contract sent.

Exhibit 5-B: Copy of second contract sent six (6) months after  
25 pgs. signed. Letter from Blackstone/ Zomba .

Exhibit 6: Letter from Zomba in ref. to overdue advance for  
1 pgs. \$1,250.00, which should have been \$2,000.00.

While in New York to discuss advance concerns and  
to discuss our working relationship, My home was  
shot up. / NEIGHBOR'S FRIENDS SHOT UP HOUSE

*same one  
mentioned in  
Police Report.  
ADV SON HIT  
MOVING  
VEHICLE*

Exhibit 7-A: Fax receipt dated 02/24/95 to (212) 989-6603 3 pgs.  
5 pgs. Certified Mail receipts for Article #Z303 560 020 -  
Z 303 560 021 sent 03/14/95. Compare returned  
signature cards #Z 303560 021 to #'s Z 720 884 988  
and #Z 720 884 987 - Zomba rep. signature is the  
signer at 10001 and 10019 Grubman, Indursky. etc.  
Letters to K. Thornton, D. Renzer, & R. Blackstone  
to request their compliance or contract release.

Explanation of Exhibits explains in detail exactly how these songs were placed and used in

## Copyright Infringements.

### LETTER OF EXPLANATION (CONT.)

- mail forwarded*
- Exhibit 7-B: Certified Mail receipts for Article #Z 720 884 987, 7 pgs. # Z 720 884 988 sent to Zomba's D. Renzer and R. Blackstone - 10001 zip codes. Article # Z 720 884 986 sent to Grubman, Indursky, etc. at 10019 zip code. Letters sent to notify Zomba, my administrative publisher, of copyright infringements- songs in question are listed in Co-Publishing Agreement on page 23. (11 songs listed). Song list of song lyrics submitted to Art & Rhythm (publ. adm. by Zomba). 3 page notice sent to Zomba regarding works allegedly used by M. Powell/ L. Campbell & P. Allen thru Warner Bros.
- Exhibit 8-A: Casting Sheets/List supplied by Zomba- a check mark indicates which artists' work has infringed upon my copyrights.
- Exhibit 8-B: Casting Sheets/List supplied by Zomba- Sustains 6 pgs. proof that the major labels work together- Major Artist listed, such as Mary J. Blidge, Brandy, Monica, Karen White, Jody Watley, Stevie Wonder, SWV, and Boyz To Men have used pieces of works submitted to Zomba. Copyrights will sustain my accusations. Impossible to place songs on these many major's without major's involved.
- Exhibit 9: The only tax return sent- dated for 1993 -from Zomba.
- Exhibit 10: Letters from Zomba relating to BMI registration for 10 pgs. my production company. BMI contract copy for Seven West Production. BMI personal contract dates back to 10/04/93 should have covered my royalties, however, Zomba told me I lost royalties.

Explanation of Exhibits explains in detail exactly how these songs were placed and used in



## Copyright Infringements.

10

### LETTER OF EXPLANATION (Cont.)

- Exhibit 11-A: Copies of Copyrights filed PAU 1 720 136 18 dated 1/7/93,  
6 pgs. song lyrics and melodies, 1 rap, & 2 poems, entitled  
(copyrights Collection I- Tiwanda, PAU 1 721 382 entitled  
copies on Collection II- Tiwanda date stamp for 03/04/93.  
request) *Before* Collection III- Needing, feeling, Loving - control  
number 80-301-003-1(L). Collection IV- "Better safe  
than Sorry", consist of 24 song lyrics and melodies,  
3 poems, (which should have been copywritten by Zomba  
but Zomba never intended to copyright, just take).  
PAU 2 025 249 is the reference number for Collection  
IV- "Better Safe Than Sorry".
- Exhibit 11-B: Signed split sheets for works done in collaboration  
3 pgs. with other writers, splits prepared in accordance  
with my co-publishing contract, acknowledging splits.  
Individuals who signed split-sheets were under contract  
with other industry persons, therefore, competitors  
gained access to my ideas, lyrics and melodies under  
false pretense that they were free to work with me.
- Exhibit 11-C: Three song lyric sheets, as examples.
- 3 pgs  
Exhibit 12: This letter is from Zomba dated 07/20/95 in response  
1 pgs to my notice sent 03/14/95-Exhibit 7-A). Zomba  
states in their letter that they do not have either  
of my tapes on file- conflicts with Exhibit 4-A and  
Exhibit 5-A & 5-B- contract page 23 dated 10/18/93.
- Exhibit 13: Within two months after home was shot up, while in  
1 pg. New York, I was served a search warrant and affidavit  
concerning a double-homicide, *Advised-Supervised* which I had nothing  
to do with. I was released immediately. I've had  
files removed and received threats since 03/95.

This letter is in reference to Exhibit 11-C. (lyric sheets)

Split sheet signed by Paul D. Allen, of Micheal Powell's Vanguard Studio, signed split sheet for song "With Your Love/ Baby Stay With Me", then he was involved with project on Big Beat Records, FABU, song "Baby Just Roll", lyrics were used from works already under or in accordance with My contractual obligations.

"I Need Love/ Thirsty" was redone and rewrote (opposite) for Karen White's song, "Hunger/For your love". I'd worked with people who had the access to major's, which also clarifies the who's, when, and why. This was written before 1993, copyrights were secured.

**Both; The Revised Complaint and the Letter of explanation 'set forth in numbered, short, plain statements that clearly state my argument, basis for claim, legal theories, supporting documents listed as exhibits, provided jurisdiction and demand for judgment as required by Fed. Rules on Civil rules of law.**

**Each form presented to courts was sent to Defenants**

**NOTE: ZOMBA NEVER OBTAINED COPYRIGHT FOR ANY OF MY SONGS; EXCEPT FOR THE ONE THAT INITIATED THE CONTRACT...**

**With all of this and supporting documentation, my case was never heard. The judge dismissed and declared this case Frivolous ...ignoring everything presented.**

## **Defendants answered but courts ignored**

### **11. SUITS, ACTIONS AND PROCEEDINGS**

Company shall have the sole right, but not the obligation, to initiate, prosecute, defend, settle, and compromise, in its sole discretion, any and all suits, actions, and proceedings in respect of the Compositions, including, but not limited to, suits against any alleged infringer of any Composition. With regard to any recovery realized by Company as a result of any such legal action, Company shall, after deduction of Company's reasonable legal fees and expenses, credit to your royalty account an amount equal to seventy-five (75%) percent of such recovery as to which you would have otherwise been entitled under this Agreement. In the event Company declines to prosecute or defend any suit, action or proceeding in respect of the Compositions, you shall have the right to prosecute and/or defend same, at your own cost and you shall pay Company an amount equal to such percent of such recovery as to which Company would have otherwise been entitled hereunder after deduction of your reasonable legal fees and expenses directly related to said suit, action, or proceeding.

**Defendants Under false pretense, sign contract agreeing to administer, represent you and then manipulate by providing music and producers and then use the publishing or recording contract to take your materials/works.**

**The publishing or record company contract will then state that your contract says that we can choose not to pursue your claims. (Basically, they can do what they want).**

**In addition to being ethically and morally wrong for attorneys to operate like this but this has to be considered a Conspiracy to Commit Fraud; yet, for decades they operate with impunity. By not recognizing and acknowledging Women (especially African American Women), they are discriminating.**

**So, let me get this right...I imagined my house getting shot up, double homicide, children assaulted and sister getting raped and dropped off at the Kingdom Hall of Jehovah's Witnesses. The judge could have assigned counsel or made another decision. Talk about getting assaulted, I felt violated all over again.**



# Certificates of Copyright Registration

## CERTIFICATE OF COPYRIGHT REGISTRATION



This certificate, issued under the seal of the Copyright Office in accordance with the provisions of section 4101(a) of title 17, United States Code, attests that copyright registration has been made for the work identified below. The information in this certificate has been made a part of the Copyright Office records.

*[Signature]*  
REGISTER OF COPYRIGHTS  
United States of America

FORM PA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

1 529 149

DATE OF DEPOSIT OF MATERIAL

JUL 22 1991

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

It's Sinful

PREVIOUS OR ALTERNATIVE TITLES

NATURE OF THIS WORK

Song Lyrics

NAME OF AUTHOR

TWINDA Love lace whose pseudonym is NENE

DATE OF BIRTH AND DEATH

1967

Was this contribution to the work a work made for hire?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Citizen of

UNITED STATES OF AMERICA

OR

Resident in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonym?

☒ Yes ☐ No

NATURE OF AUTHORSHIP

Song Lyrics

NAME OF AUTHOR

DATE OF BIRTH AND DEATH

Was this contribution to the work a work made for hire?

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Citizen of

OR

Resident in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☐ No

Pseudonym?

☐ Yes ☐ No

NATURE OF AUTHORSHIP

NAME OF AUTHOR

DATE OF BIRTH AND DEATH

Was this contribution to the work a work made for hire?

☐ Yes

☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Citizen of

OR

Resident in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☐ No

Pseudonym?

☐ Yes ☐ No

NATURE OF AUTHORSHIP

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

1991

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Consent to a Information

Only if this work

has been submitted

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the author as the author given in space 2

TWINDA Love lace / 9478 GRANDVILLE  
DETROIT MI 48219

TRANSFER: the claimant should here indicate any date of transfer from the authorial period in space 2, give a brief statement how the claimant claimed ownership of the copyright

MORE ON BACK

JUL 22 1991  
JUL 22 1991  
JUL 22 1991

DO NOT WRITE HERE  
OFFICE USE ONLY  
REGISTRATION NUMBER

I have always maintained my copyright for my material and I required other writers to sign proper documentation under my company name.

# Certificates of Copyright Registration

## CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*[Signature]*  
REGISTER OF COPYRIGHTS

FORM PA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

**PA 1 720 136**

PA (PAU)

EFFECTIVE DATE OF REGISTRATION

**JAN 07 1993**

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

**COLLECTION I - TIWANDA**

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

\*SEE ATTACHMENT\*

**18-SONG LYRICS and MELODY, 1-RAP, & 2-POEMS**

NAME OF AUTHOR ▼

**TIWANDA LOVELACE**

DATES OF BIRTH AND DEATH ▼

**1967 N/A**

Was this contribution to the work a "work made for hire"?

☒ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Home of Country  
OR Citizen of **U.S.A.**  
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

**18-SONG LYRICS AND MELODIES, 1-RAP, & 2-POEMS**

NAME OF AUTHOR ▼

\*SEE ATTACHMENT FOR CO-AUTHORS NAMES FOR 3 TUNES\*

Was this contribution to the work a "work made for hire"?

☒ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Home of Country  
OR Citizen of **U.S.A.**  
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

**EACH CO-AUTHOR HELPED TO COMPLETE 1 SET OF LYRICS AS LISTED (3/18)**

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH ▼

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Home of Country  
OR Citizen of  
Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.

**1992**

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if this work has been published. Month Day Year

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2 ▼

**TIWANDA LOVELACE  
19478 GRANDVILLE  
DETROIT, MI. 48219**

APPLICATION RECEIVED

**JAN 07 1993 FEB 22 1993**

ONE DEPOSIT RECEIVED

**JAN 07 1993**

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

MORE ON BACK ▶

▶ Complete all applicable SQUARES (numbers 1-11) on the reverse side of this page.  
▶ See detailed instructions. ▶ Sign the form at the S.

DO NOT WRITE HERE  
Page 1 of 1

**I WAS WORKING CONSTANTLY TO CREATE  
LYRICS AND MELODIES!**

# Certificates of Copyright Registration

PL-1 1 720 136

CONTINUATION OF K100k which:      Space 1      Space 4      Space 6

\* COPYRIGHTS FILED

COLLECTION 1 - T I M A N D A



WRITTEN BY  
TIMANDA LOVELACE

- ✓ 1. I GIVE MY ALL WHEN I'M IN LOVE
2. LOVING YOU FOREVER
- ✓ 3. AND FOR YOU, I WOULD HAVE DONE ANYTHING
4. IN THE DARKNESS
- ✓ 5. DON'T STOP - DO'IN WHAT YOU'RE DO'IN
6. JUST COME TO ME AND YOU WILL SEE YOU'RE LOVED
7. JUST COME TO ME
- ✓ 8. LOVESTRUCK
9. IT'S SINFULL
10. STEP TO ME
- ✓ 11. I'LL BE THERE
12. EYES DON'T LIE
- ✓ 13. I'D LIKE TO GET TO KNOW YOU      W/ DARRELL STRICKLAND
14. I NEED A LOVER, NOT A FRIEND      W/ DARRELL FARLEY
15. HOLDING ME CLOSE      W/ SOPHISTICATED MINK
16. I'M OVER YOU NOW
17. CAN IT BE?
18. LET LOVE LIVE IN US FOR A WHILE
- ✓ 19. <sup>4</sup>/<sub>2</sub> FIRST LOVE - RAY LYRICS ONLY
20. POEM - MY HUSBAND
21. POEM - FOR THE CHILDREN

**I WAS WORKING CONSTANTLY TO CREATE  
LYRICS AND MELODIES! THIS IS NOT EASY!**



# Certificates of Copyright Registration

## CERTIFICATE OF REGISTRATION



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*[Signature]*  
REGISTER OF COPYRIGHTS

### FORM PA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PAJ 1 721 382

1/A

2/A

EFFECTIVE DATE OF REGISTRATION

MAR - 4 1993

Month

Day

Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

Collection II - TiWANDA

PREVIOUS OR ALTERNATIVE TITLES

Keep Standing Tall / It's Love / I'm what you need  
Where are you now / I need to know / Just for you

NATURE OF THIS WORK

Song Lyrics + Melody for 6 tunes

2

NAME OF AUTHOR

a TiWANDA Gail Lovelace

DATES OF BIRTH AND DEATH

Year Born 67 Year Died N/A

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country AMERICA

OR

Citizen of

OR

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☒ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

Song Lyrics + Melodies

NAME OF AUTHOR

b N/A

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR

Citizen of

OR

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☒ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

NAME OF AUTHOR

c N/A

DATES OF BIRTH AND DEATH

Year Born Year Died

Was this contribution to the work a "work made for hire"?

☐ Yes

☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR

Citizen of

OR

Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous?

☐ Yes ☒ No

Pseudonymous?

☒ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP

Briefly describe nature of the material created by this author in which copyright is claimed.

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

93

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information Month Day Year

ONLY if the work has been published.

COPYRIGHT CLAIMANT(S): Name and address must be given even if the claimant is the same as the author given in space 2.

TiWANDA Lovelace  
19478 GRANDVILLE  
DETROIT MICH 48219

APPLICATION RECEIVED

MAR 04 1993

ONE DEPOSIT RECEIVED

MAR 04 1993

TWO DEPOSITS RECEIVED

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright.

REMITTANCE NUMBER AND DATE

MORE ON BACK: • Complete all applicable spaces (numbers 5-8) on the reverse side of this page. • See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of 1

# CERTIFICATE OF REGISTRATION

FORM PA  
UNITED STATES COPYRIGHT OFFICE



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*  
REGISTER OF COPYRIGHTS  
United States of America

PAU 2-075 045  
PAU 2-075 045

EFFECTIVE DATE OF REGISTRATION

4 14 95

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK

Collection IV - Better Safe than Sorry

PREVIOUS OR ALTERNATIVE TITLES

Better Safe than Sorry

NATURE OF THIS WORK

24 Lyrics + Melodies, 3 poems

NAME OF AUTHOR

TiWANDA "NeNe" Lovelace

DATES OF BIRTH AND DEATH

67 N/A

WAS THIS CONTRIBUTION TO THE WORK

AUTHOR'S NATIONALITY OR DOMICILE

U.S.A

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No Pseudonym? ☐ Yes ☒ No

NOTE

NATURE OF AUTHORSHIP

24 Lyrics + Melodies 3 poems

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

WAS THIS CONTRIBUTION TO THE WORK

AUTHOR'S NATIONALITY OR DOMICILE

U.S.A

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No Pseudonym? ☐ Yes ☒ No

NATURE OF AUTHORSHIP

NAME OF AUTHOR

DATES OF BIRTH AND DEATH

WAS THIS CONTRIBUTION TO THE WORK

AUTHOR'S NATIONALITY OR DOMICILE

U.S.A

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No Pseudonym? ☐ Yes ☒ No

NATURE OF AUTHORSHIP

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

93-95

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

Complete this information ONLY if the work has been published

COPYRIGHT CLAIMANT'S Name and address must be given even if the claimant is the author or the author's agent or assignee

Seven West Productions  
9080 Burt Rd  
Detroit MI 48228

APR 14 1995  
APR 14 1995  
APR 14 1995

TRANSFER: If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright

TiWANDA Lovelace the Author, is doing business as Seven West

MORE ON BACK

DO NOT WRITE HERE

I WAS WORKING CONSTANTLY TO CREATE LYRICS AND MELODIES!

These songs were listed in the publishing contract, listed in notice of copyright infringements, court docs, and were played on the radio by major artist signed to BMG, EMI; throughout the years starting after Zomba music publishing contract.

SCHEDULE 1

(Existing Compositions Not Committed to Third Parties)

	TITLE COMPOSITION	% OF OWNERSHIP
1.	Wicked/On The Way U Make Me Feel	
2.	Will U Luv Me Tomorrow	
3.	What Can I Say To U/Justify My Love	
4.	Ready For U To Love	
5.	East Come, Easy Go	
6.	Come Inside	
7.	I Can't Get Enough	
8.	I Give U My All	
9.	Misunderstanding	
10.	Lies/If You Loved Me	
11.	Slammin 1/I Like The Way You Move Me	



First page of 2nd Copy of Zomba Co-Publishing Agreement

*2nd Contract sent back*  
CO-PUBLISHING AGREEMENT

(01)

AGREEMENT made as of this 18th day of October, 1993 by and between Zomba Enterprises, Inc. of 137-139 West 25th Street, 5th Floor, New York, N.Y. 10001 (hereinafter called "Company" or "we" or "us" or "our") - and - Tiwanda "Ne Ne" Lovelace of 19958 Winthrop, Detroit, MI 48235 (hereinafter referred to as "you" or "your" or "Writer").

WHEREAS, the parties desire that you and Company shall jointly own the musical compositions subject to this Agreement and that Company shall administer such musical compositions upon all of the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following expressions shall have the meanings set forth below:

(a) "Advances" - All monies paid to you or on your behalf by Company pursuant to this Agreement, other than royalties, which are recoupable by Company from any and all royalties payable to you pursuant only to this Agreement.

(b) "Affiliated Person" - Any Person (as defined below) that (i) is now or hereafter owned or controlled, in whole or in part, directly or indirectly, by you, or (ii) that owns or controls you, in whole or in part, directly or indirectly, or (iii) is under common ownership or control with you. As used in this Agreement, "you" and "your" shall refer collectively to you and any Affiliated Person. Upon formation of an Affiliated Person subsequent to the date hereof, you shall promptly notify Company, in writing, of such formation, and simultaneously therewith shall deliver to Company a counterpart to this Agreement executed by such Affiliated Person. Such execution shall not relieve you of any of your covenants, warranties, representations or agreements hereunder.

(c) "Compositions" - (i) all musical compositions acquired, owned and/or controlled, in whole or in part, directly or indirectly, by you, which have heretofore been written, composed or created, in whole or in part, by you, including, without limitation, the musical compositions listed on Schedule 1, annexed hereto and made a part hereof, and which have not been heretofore committed by written agreement to any third party music publisher, it being understood that all such musical compositions which have been heretofore committed by written agreement to any third party music publishers are set forth on Schedule 2, annexed hereto and made a part hereof; and (ii) all musical compositions acquired, owned and/or controlled, in whole or in part, directly or indirectly, by

Section (f) of Zomba Co-Publishing Agreement list BMG, MCA, Polygram, EMI, the Sony group or the WEA group and Jive as major record companies as distributors. Zomba works with all of them.

---

you, which are written, composed or created, in whole or part, during the "Term" (as defined below) by you, and (iii) all musical compositions pursuant to Schedule 2 which have heretofore been written, composed or created in whole or in part by you and which revert to you during the Term hereof. For the avoidance of doubt, the expression "Compositions" shall (a) comprehend the Compositions only to the extent of your contribution or the contribution of any other writer which is owned or controlled by you; and (b) include, but not be limited to the titles, words, lyrics, music, libretti and musical scores thereof and all interpolations, collections, compilations and all arrangements, adaptations, versions and translations thereof.

(d) "Delivery" or "Delivered" - your delivery to, and the actual receipt by, Company, at its principle place of business in New York at the address set forth above (Attn: Sr. Vice President /General Manager) or at such other location as Company shall designate by notice to you, of typed lyric sheets, copies of demonstration tapes, lead sheets, if available, writers' splits, and sample information, if any, for all Compositions and, if applicable, as in the case of the Minimum Commitment (as defined below), the date of release in the United States and the releasing distributor of all Compositions, and any other relevant information we may reasonably require, including but not limited to writers' splits and a listing of all samples embodied on any recordings of the Compositions.

(e) "Gross Receipts" - all monies (less those sums charged by sub-publishers and unaffiliated third party collection and/or licensing agencies and/or societies) actually received by Company in the United States from the exploitation of the Compositions throughout the Territory.

(f) "Major Record Company" - shall refer only to those record companies in the United States which are nationally distributed by BMG, MCA, PolyGram, EMI, the Sony group or the WEA group (individually, the "Distributor"), provided, always, that the Distributor is directly responsible for paying to us mechanical royalties attributable to the applicable Compositions. For the purposes of this Agreement Jive Records shall be deemed a Major Record Company.

(g) "Minimum Commitment" - the Minimum Commitment shall be the equivalent of no less than ten (10) new and original Compositions, five (5) of which shall, in each case, be the equivalent of one (1) Side being recorded by an artist, other than Writer, and released by a Major Recording Company during the applicable contract period, it being understood that no more than three (3) such Compositions recorded by any one artist shall be applied towards the fulfillment of the Minimum Commitment during any one contract period. For the purposes of this subparagraph: (i) a Composition written and/or composed by Writer in collaboration with others shall be treated as a percentage of a Composition equal to that percentage of the applicable Composition which is owned and/or controlled by you and is thereby governed by this Agreement.



(f) "Major Record Company" - shall refer only to those record companies in the United States which are nationally distributed by BMG, MCA, PolyGram, EMI, the Sony group or the WEA group (individually, the "Distributor"), provided, always, that the Distributor is directly responsible for paying to us mechanical royalties attributable to the applicable Compositions. For the purposes of this Agreement Jive Records shall be deemed a Major Record Company.

(g) "Minimum Commitment" - the Minimum Commitment shall be the equivalent of no less than ten (10) new and original Compositions, five (5) of which shall, in each case, be the equivalent of one (1) Side being recorded by an artist, other than Writer, and released by a Major Recording Company during the applicable contract period, it being understood that no more than three (3) such Compositions recorded by any one artist shall be applied towards the fulfillment of the Minimum Commitment during any one contract period. For the purposes of this subparagraph: (i) a Composition written and/or composed by Writer in collaboration with others shall be treated as a percentage of a Composition equal to that percentage of the applicable Composition which is owned and/or controlled by you and is thereby governed by this Agreement.

**Although BMG, MCA, PolyGram, EMI, the Sony Group or the WEA Group are listed in the contract and in the casting sheets sent out to multiple labels.**

**These 'entities' mentioned in defendant's response were on Zomba's casting list and in contract showing that Zomba worked with them to place songs. The complaint is far from 'Vague and ambiguos'..**

**Zomba says that they didn't have the songs and obviously not the page of the contract that shows listed songs...BUT THEY HAD THE PARTS THEY NEED-HANDY.**

**You can't make this stuff up...Proof - It really happened:**

**Envelopes marked 'COMICS' received from Zomba after initial allegations of copyright infringements!**

**THE ZOMBA GROUP OF COMPANIES**  
137-139 WEST 25TH STREET  
NEW YORK, NEW YORK 10001



Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228



**THE ZOMBA GROUP OF COMPANIES**  
137-139 WEST 25TH STREET  
NEW YORK, NEW YORK 10001



Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228



**THE ZOMBA GROUP OF COMPANIES**  
137-139 WEST 25TH STREET  
NEW YORK, NEW YORK 10001



Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228



**Zomba's Initial Response to allegations inside the envelopes  
above:**



ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

**ZOMBA MUSIC PUBLISHING**  
137-139 WEST 25TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7462

Writer's Direct  
Tel. No. 212 337-4371

Writer's Direct  
Fax No. 212 989-6603

July 20, 1995

via mail

Ms. Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228

10/23/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan

8/30/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan *De*

Dear Ms. Lovelace:

It was a pleasure speaking with you this week. As we discussed, Zomba is investigating your assertions that some of your songs have been "reworked" without proper credit and appear on certain recordings currently in commercial release. As soon as we have some more concrete information, I'll be better able to address your concerns.

As we also discussed, I've spoken to Warner Bros. Records, and they do not have, nor have they ever had, an artist known as "Desire." Can you provide me with more information about this artist? Is there any chance it could be 550 Music/Epic Records artist Des'ree? If you can pinpoint exactly who the artist is, we can investigate further. I will also need you to advise me specifically: (1) which songs on the release you believe are unauthorized "re-workings" of your songs, and (2) which of your songs do you believe was used?

Regarding your assertions that the Brownstone song "If U Love Me" is based on your song "Lies/"If You Loved Me," and that the Kut Kloose song "I Like" is based upon your song "I Like The Way You Move Me," we do not appear to have recordings of either of your songs in our library. Would you please provide me with recordings of your songs so that we may compare them to the Brownstone and Kut Kloose recordings?

Thank you.

Kind regards,

*Deborah Keegan*

Deborah Keegan  
Associate Director, Business Affairs

cc: Richard Blackstone, Esq.

9/21/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan

10/24/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan *De*

WP(NioZ)Ref:Letters/Lovelace 072095

NY OFFICE: ZOMBA HOUSE, 165-167 HIGH ROAD, WILLESDEN, LONDON NW 10 2SQ, ENGLAND, TELEPHONE: (44) 81-459-8899, FAX: (44) 81-451-3900

EUROPEAN OFFICE: ZOMBA MUSIC HOLDINGS B.V., ROERLOO 24, 1251 EB LAREN (N.H.), HOLLAND, TELEPHONE: (31) 2153-16314, FAX: (31) 2153-16705

LOS ANGELES OFFICE: 9080 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90069, TELEPHONE: (310) 247-8300, FAX: (310) 247-8366

NASHVILLE OFFICE: 914-916 19TH AVENUE SOUTH, NASHVILLE, TN 37212, TELEPHONE: (615) 321-4650, FAX: (615) 321-4616



Zomba's contract included songs that were used, yet, they denied having. They should have copyrighted them when they executed contract...I DID!



ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

ZOMBA MUSIC PUBLISHING  
137-139 WEST 25TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7482

Writer's Direct  
Tel. No. 212 337-4371

Writer's Direct  
Fax No. 212 989-4603

July 20, 1995

via mail

Ms. Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228

10/23/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan

8/20/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan *DK*

Dear Ms. Lovelace:

It was a pleasure speaking with you this week. As we discussed, Zomba is investigating your assertions that some of your songs have been "reworked" without proper credit and appear on certain recordings currently in commercial release. As soon as we have some more concrete information, I'll be better able to address your concerns.

As we also discussed, I've spoken to Warner Bros. Records, and they do not have, nor have they ever had, an artist known as "Desiro." Can you provide me with more information about this artist? Is there any chance it could be 550 Music/Epic Records artist Des'ree? If you can pinpoint exactly who the artist is, we can investigate further. I will also need you to advise me specifically: (1) which songs on the release you believe are unauthorized "re-workings" of your songs, and (2) which of your songs do you believe was used?

Regarding your assertions that the Brownstone song "If U Love Me" is based on your song "Lies/"If You Loved Me," and that the Kut Kloze song "I Like" is based upon your song "I Like The Way You Move Me," we do not appear to have recordings of either of your songs in our library. Would you please provide me with recordings of your songs so that we may compare them to the Brownstone and Kut Kloze recordings?

Thank you.

11/27/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan *DK*

9/27/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan

Kind regards,

*Deborah Keegan*  
Deborah Keegan  
Associate Director, Business Affairs

cc: Richard Blackstone, Esq.

10/23/95 Dear Tiwanda:  
Follow Up Copy.  
Please Reply.  
Regards,  
Deborah Keegan *DK*

\*Photo/Name/Address/072095

OFFICE: ZOMBA HOUSE, 125-127 HAWK ROAD, WILLESBRO, LONDON NW 10 2EG, ENGLAND, TELEPHONE: (44) 21-488-8899, FAX: (44) 21-451-3900  
MUSIC OFFICE: ZOMBA MUSIC HOLDINGS S.V., HOERLING 24, 1281 26 LAREN (N.H.), HOLLAND, TELEPHONE: (31) 2153-12314, FAX: (31) 2153-12785  
LIVE ANNALS OFFICE: 1000 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90069, TELEPHONE: (310) 247-8300, FAX: (310) 247-8700  
NASHVILLE OFFICE: 1000 SUNSET BOULEVARD, SUITE 300, NASHVILLE, TN 37212, TELEPHONE: (615) 257-1234, FAX: (615) 257-1234

**Zomba's Contract List Songs**  
**They Later Deny having copies**

**SCHEDULE 1**

(Existing Compositions Not Committed to Third Parties)

TITLE COMPOSITION	% OF OWNERSHIP
1. Wicked/On The Way U Make Me Feel	
2. Will U Luv Me Tomorrow	
3. What Can I Say To U/Justify My Love	
4. Ready For U To Love	
5. East Come, Easy Go	
6. Come Inside	
7. I Can't Get Enough	
8. I Give U My All	
9. Misunderstanding	
10. Lies/If You Loved Me	
11. Slammin 1/I Like The Way You Move Me	

**Note: Brownstone is listed as looking for work on Zomba's casting sheet. Their song, "If You Love Me" was the first song using my lyrics and melodies mentioned in Lawsuit.**

**Zomba's contract included songs that were used, yet, they denied having.**

**Envelopes received from Zomba before initial allegations of copyright infringements!**



Prior to Zomba's denial, everyone was very professional and polite just long enough to manipulate the submission of music lyrics and melodies. They wanted me to sign a management contract with one of their producers that I met over the phone - I declined. Wouldn't you?



ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

**ZOMBA MUSIC PUBLISHING**  
137-139 WEST 25TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7462

January 27, 1994

Nene Lovelace  
19958 Winthrop  
Detroit, MI 48235

Dear Nene:

Happy New Year! I hope the nine-quad is treating you well so far. In order that we translate the new year's momentum into great music and lasting success, I have enclosed a "Who's Looking List" for your perusal. This list should give you ideas on where to focus your energies in the weeks and months ahead.

Please feel free to call me to talk about any projects in which you are interested. Let's make this happen!

Warmest regards,

A handwritten signature in blue ink, appearing to read "Drew Dixon".

Drew Dixon  
Creative Manager

DD:nmm

*Hey Nene,  
Here is the revised list!  
... finally! ☺  
Drew  
Kierke*

LONDON OFFICE: ZOMBA HOUSE, 165-167 HIGH ROAD, WILLESDEN, LONDON NW 10 2SG, ENGLAND, TELEPHONE: (44) 81-459-8899, FAX: (44) 81-451-3900

EUROPEAN OFFICE: ZOMBA MUSIC HOLDINGS B.V., HOEFLOO 24, 1251 EB LAREN (N.H.), HOLLAND, TELEPHONE: (31) 2153-16314, FAX: (31) 2153-16785

LOS ANGELES OFFICE: 9000 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90069, TELEPHONE: (310) 247-8300, FAX: (310) 247-8366

NASHVILLE OFFICE: 914-916 19TH AVENUE SOUTH, NASHVILLE, TN 37212, TELEPHONE: (615) 321-4850, FAX: (615) 321-4616

**Note: I filed a lawsuit which provided these companies names (to the courts and other entertainment attorney's) for using my works; which, included lyrics and melodies. All the while they were one in the same, working together.**

Zomba Co-Publishing agreement was used to avoid responsibility:



## ZOMBA MUSIC PUBLISHING CASTING LIST

Label:	A&R Contact:	Artist/Project:	Description:	Looking For:	Producers on Project:	Status/Schedule:
Aibi Records	Molly Lyda	<u>Looking for Acts</u>	Considering all types			
Aibi Records	Molly Lyda	<u>Micki Howard</u>	R&B soul singer. Is Working with Terence Trent D'Arby, Chaka Khan, and Brownstone	R&B/Pop ballads and mids.		1st single recorded. Looking for songs
Arista - NY	Hosh Gureli	<u>Andria Martin</u>	R & B Singer Songwriter. She wrote Before You Walk Out, My Life on Monica's LP and I Love You Some Him on Toni Braxton's LP	songs and collaborations		Looking for songs
Arista - NY	Hosh Gureli	<u>Aretha Franklin</u>	You should know already.	No Ballads. Mids & Ups Lyrically unique songs		Looking for songs
Arista - NY	Hosh Gureli	<u>Deborah Cox</u>	2nd Album	R&B Songs		Starting to look

Printed: October 11, 1996

Page 2

Zomba's Casting List displaying Artist, Labels, etc...for song placements



## 3. "Groove U"

Contact: Craig Kalman  
male vocal ala - "Boyz To Men"

## 4. "Face To Face"

street/ two female  
ala - Terry & Monica

CAPITOL

## 1. "Charles &amp; Eddie"

Contact: Josh Deutsch  
(songs)

## 2. "Rochelle Ferrell"

Contact: Bruce Lindvall

CHRYSALIS

## 1. "Sinead O'Conner"

Contact: Sue Drew

Stylistic direction open. Primarily self-contained, but  
Will accept strong submissions.

COLUMBIA

## 1. "Eddie Money"

Contact: Chuck Plotkin

## 2. "Puff Johnson"

Contact: Randy Jackson

(f) "Major Record Company" - shall refer only to those record companies in the United States which are nationally distributed by BMG, MCA, PolyGram, EMI, the Sony group or the WEA group (individually, the "Distributor"), provided, always, that the Distributor is directly responsible for paying to us mechanical royalties attributable to the applicable Compositions. For the purposes of this Agreement Jive Records shall be deemed a Major Record Company.

(g) "Minimum Commitment" - the Minimum Commitment shall be the equivalent of no less than ten (10) new and original Compositions, five (5) of which shall, in each case, be the equivalent of one (1) Side being recorded by an artist, other than Writer, and released by a Major Recording Company during the applicable contract period, it being understood that no more than three (3) such Compositions recorded by any one artist shall be applied towards the fulfillment of the Minimum Commitment during any one contract period. For the purposes of this subparagraph: (i) a Composition written and/or composed by Writer in collaboration with others shall be treated as a percentage of a Composition equal to that percentage of the applicable Composition which is owned and/or controlled by you and is thereby governed by this Agreement.

## Listed Major Record labels in Zomba Co-Publishing Agreement

**Note: I filed a lawsuit which provided these companies names (to the courts and other entertainment attorney's) for using my works; which, included lyrics and melodies. All the while they were one in the same, working together.**

## Search Warrant for Double Homicide - February 01, 1995

STATE OF MICHIGAN

Donald McHall

TO THE SHERIFF OR ANY PEACE OFFICER OF SAID COUNTY:

SEARCH WARRANT AND AFFIDAVIT

Affiant, having subscribed and sworn to an affidavit for Search Warrant, and I having under oath examined affiant, am satisfied that probable cause exists:

THEREFORE, IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN, I command that you search the following described place:  
9080 Burt Rd, Detroit Michigan a single family dwelling located on the east side of Burt Rd. between Dover and Cathedral. Described as a 1 1/2 story white bungalow with a covered front porch and a detached garage located to the rear of the location. The number 9080 are affixed near the front door.

and to seize, secure, tabulate and make return according to law the following property and things:  
Any and all evidence related to the homicides which occurred on 1-21-95 at 15721 Telegraph including a 9mm Semi Auto pistol. Papers establishing occupancy, ownership, or control of the premises 9080 Burt Rd. *Black Female, T. Lovelace, DPP*

The following facts are sworn to by the affiant in support of the issuance of this Warrant: 1: Affiant is a Lieutenant with the Redford Police Department and has been employed there for 20 years. Affiant is currently assigned to the Criminal Investigations Bureau and involved in the investigation of a double homicide shooting.  
2: Affiant responded to a scene of a double homicide at 15721 Telegraph on 1/21/95. Left at the scene was a white canvas bag containing one full metal jacketed 9mm round. This round matched 4 shell casings found by the bodies of the deceased. Attached to the canvas bag was a TWA baggage tag for flight 355 Nov. 11, 1994, and a computer read out for passenger T. Lovelace. Affiant contacted Trans World Airlines and learned that a Tiwanda Lovelace and a Curtis Lovelace had departed Kennedy Airport in New York on flight 355 and arrived at Metro Airport, Detroit on 11/11/94. For the airlines there were no reports filed by passenger Tiwanda Lovelace that she had not received her canvas bag. The phone number provided to the airlines with the reservation was 313-4931576. Per Ameritech this number belongs to Pierre Lovelace 9080 Burt Rd, Detroit MI. Tiwanda Gail Lovelace has a Michigan Personal Identification Card with the address 9080 Burt Rd, Detroit MI.  
3: Surveillance of a female leaving the listed location found that Tiwanda Lovelace left the described location and was stopped by a uniformed police officer and gave the address of 9080 Burt Rd as her place of residence. This was on 1-31-95.  
4: Wherefore Affiant has probable cause to believe the described items will be found at the above described location.

Page 1 of 1 Pages

Subscribed and sworn to before me and issued under my hand this 1st day of February, 1995.

Approved: Raymond P. Walsh #137496  
Asst. Prosecuting Attorney

St. Daniel McHall  
AFFIANT  
[Signature]  
Judge of 17th District Court  
Wayne County, Michigan and a Magistrate

2:57 PM

This double homicide occurred two months after traveling to NY to address Co-Publishing Agreement, advance and submitted songs...During my visit, Richard Blackstone did not make himself available.

**Letter of Betrayal sent to Zomba**  
**Prior to allegations of Copyright Infringement, etc...**

February 23, 1995

Ms. Kimberlee Thorton  
Zomba, Inc  
137-139 W. 25th Street  
New York, NY 10001

Dear Ms. Thorton:

I am deeply saddened to be forced to write this letter to express feelings of ultimate betrayal, replete dismay, and unrelenting disparage, brought on by what has proven to be malicious unjustifiable contempt on your behalf towards me.

Since my first visit to your office located at 137-139 W. 25th Street, in October, 1994 - it has been my honest and sincere effort to cultivate a productive working relationship with myself and Zomba, Inc. Unaware of the fact that you were harboring unwarranted ill feelings, towards me. Furthermore, I maintain in all sincerity that my earnest intention was to fulfill my contractual obligation in good faith in a timely and professional manner.

In regards to work presented to you I was advised by yourself, Kimberlee Thorton, that said works were acceptable and that I had fulfilled the aforementioned contractual obligations to Zomba, Inc.

Therefore, I continued to work in a fashion that I was told was acceptable by you - Kymberlee Thorton. Only to learn after considerable expense, time and money, specifically, more that 15 songs that represents countless painstaking hours and substantial financial commitment on my behalf. Any rational forth right professional would have the integrity to conduct their companies business in a manner that does not jeopardize it's reputation as being a leader in the industry, an upstanding group of professionals and a pillar of the community.

I am appalled that an organization the caliber of Zomba Inc., having a tradition of excellence in this industry, would employ personnel so inept they were incapable of and unwilling to provide one of its contracted lyricist with accurate and timely information that would facilitate a harmonious productive relationship.

Best Regards,

*Tiwananda NeNe Lovelace*

Tiwananda NeNe Lovelace

cc: David Renzer  
Richard Blackstone

TO: R. Blackstone - Senior Vice Pres BUSINESS AFFAIRS FAX # 212 989 6403	FROM: Tiwananda NeNe Lovelace 9090 Burt Rd Apt 11, 4F22 FAX # PHONE # 33 453 1526
--	---

**Similar letters sent to Zomba Reps., Richard Blackstone and Dave Renzer**



## **Letter sent to Zomba/Jive regarding Warner Chapel Deal**

**Less than a month later, on March 23, 1995 Handwritten Letter sent to Zomba – Re-typed:**

Zomba  
137-139 W. 25<sup>th</sup> Street  
New York, NY 10001

Attn: R. B - Zomba, rep,

It has been brought to my attention that an artist by the name of Desire (real name Monique), with the help of Michael Powell, Art & Rhythm's – Larry Roc Campbell, Paul D. Allen, and Larry Hatcher has received a 6 album deal with Warner Chapel label releasing single in May 1995.

*{Now how would I have a clue if someone didn't tell me and give me specific's. This is the same public that runs around breaking their necks to hurt. I was definitely out of the loop but the source seemed reliable and I did supply a lot of material to all parties included.}*

I bring this to your attention because I heard personally and have others confirm blatant similarities to my work and have been derived in full and/or in part from my copies submitted to Paul D. Allen. of M. Powell's – Vanguard Studio, Larry Hatcher of Hatcher Hits, Larry Roc Campbell of Art & Rhythm and David R - Zomba, rep .I worked consistent with all parties listed for a period of time. I have split sheet for "Baby Stay With Me" and I heard this finished by her.

I would like for this situation to be taken seriously. In addition, I would like a copy of a detailed Royalty statement for Hi Five's song, "What can I say to you to justify my love" and a copy of (signed) split sheet for my records.

As a whole, they have collected 30 or more songs from me and they are all on this same project. Larry Roc Campbell laughed and told me that he received money when I signed with Zomba. How is this possible?

I certainly hope that you will handle my administration of copies of materials that were sent to David R - Zomba, rep; Cherry, Drew D - Zomba, rep, and Kymberlee Thornton - Zomba, rep. Paul D. Allen received a copy and signed split sheets with me. I also have copyrights for the materials:

1. Why can't I?
2. Baby stay with me
3. Is the sex still good
4. Casual Love
5. With your love

Larry Hatcher received more than 14 songs. Larry Roc Campbell received more than 20 songs. Of course, Zomba received copies of all copy-written materials, see list enclosed.

**NOW I HAVE PROBLEMS WITH MULTIPLE INDIVIDUALS, ACROSS MULTIPLE GROUPS AND LABELS HAVE ENSUED!**

Completed Split sheets for musical works submitted to Zomba  
I completed split sheets on shared works and I required signed agreements for those who chose to work on projects with me. I was able to secure four or five exclusive writers under my Production Company, Seven West.

ZOMBA MUSIC PUBLISHING

Single Song Writers' Split Letter

Date: 2-15-94

To (names of publishers): ZOMBA 50%  
UNLIMITED PRODUCTIONS 50%  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: Casual Love  
Writers & Splits: Tiwananda Nene Lovelace 50%  
Paul D. Allen 50%  
\_\_\_\_\_  
\_\_\_\_\_

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

\_\_\_\_\_  
\_\_\_\_\_

Signature below will indicate your agreement of the above.

READ AND AGREED:

Tiwananda Lovelace

READ AND AGREED:

\_\_\_\_\_

READ AND AGREED:

Paul D. Allen

READ AND AGREED:

\_\_\_\_\_

Zomba's Single Song Writer's Split sheet signed by Paul D. Allen of Vanguard Studios and Tiwananda Lovelace on February 14, 1994 for song title, 'Casual Love.' I submitted all signed sheets to Zomba

**DO YOU KNOW HOW DIFFICULT IT IS FOR A WOMEN TO OBTAIN  
COOPERATION WHILE WORKING IN A MALE DOMINATED FIELD?**

**ZOMBA MUSIC PUBLISHING**

**Single Song Writers' Split Letter**

Date: 2-15-94

To (names of publishers): ZOMBA 50%

UNLIMITED PRODUCTIONS 50%

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: Is the Sex Still Good?

Writers & Splits: TIWANDA NaNe Lovelace 50%

PAUL D. ALLEN 50%

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

\_\_\_\_\_  
\_\_\_\_\_

Signature below will indicate your agreement of the above.

READ AND AGREED:

Tiwanon Nene Lovelace

READ AND AGREED:

Paul D. Allen

READ AND AGREED:

\_\_\_\_\_

READ AND AGREED:

\_\_\_\_\_



Zomba's Single Song Writer's Split sheet signed by Paul D. Allen of Vanguard Studios and Tiwanda Lovelace on February 15, 1994 for song title, 'Is the sex still good.' I submitted all signed sheets to Zomba.

**ZOMBA MUSIC PUBLISHING**  
**Single Song Writers' Split Letter**

Date: March 7, 1994

To (names of publishers):	<u>Zomba</u>	<u>50%</u>
	<u>Unlimited</u>	<u>50%</u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: With Your Love

Writers & Splits:	<u>Tiwanda Ne Ne Lovelace</u>	<u>50%</u>
	<u>Paul D. Allen</u>	<u>50%</u>
	<u> </u>	<u> </u>
	<u> </u>	<u> </u>

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

Signature below will indicate your agreement of the above.

READ AND AGREED:

Tiwanda Lovelace

READ AND AGREED:

READ AND AGREED:

Paul D. Allen

READ AND AGREED:

Zomba's Single Song Writer's Split sheet signed by Paul D. Allen of Vanguard Studios and Tiwanda Lovelace on March 7, 1994 for song title, 'With Your Love.' I submitted all signed sheets to Zomba

**ZOMBA MUSIC PUBLISHING**  
**Single Song Writers' Split Letter**

Date: 3-8-94

To (names of publishers): Zomba  
N4 Vibes Unlimited  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: I Need U Here

Writers & Splits: Tiwanda NeNe Lovelace 70%  
Darell Campbell 70%  
\_\_\_\_\_  
\_\_\_\_\_

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

Signature below will indicate your agreement of the above.

READ AND AGREED:	READ AND AGREED:
_____	<u>Darell Campbell</u>
READ AND AGREED:	READ AND AGREED:
_____	_____

Zomba's Single Song Writer's Split sheet signed by Paul D. Allen of Vanguard Studios and Tiwanda Lovelace on March 8, 1994 for song title, 'I Need You Here.' I submitted all signed sheets to Zomba

**ZOMBA MUSIC PUBLISHING**

**Single Song Writers' Split Letter**

Date: 3-8-94

To (names of publishers): Zomba 50%  
Nu Vibes Unlimited 50%

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: I Need Love / Thirsty  
Writers & Splits: TiWanda NeNe Lovelace 70%  
Darrell Campbell 30%

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

N/A

Signature below will indicate your agreement of the above.

READ AND AGREED:

TiWanda Lovelace

READ AND AGREED:

READ AND AGREED:

Darrell Campbell

READ AND AGREED:

**Zomba's Single Song Writer's Split sheet signed by Darrell Campbell and Tiwanda Lovelace on March 8, 1994 for song title, 'I Need Love/Thirsty' I submitted all signed sheets to Zomba**

ZOMBA MUSIC PUBLISHING

Single Song Writers' Split Letter

Date: 9-13-94

To (names of publishers): ZOMBA  
Seven West Prod  
Motor City Made Prod  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: Soon Reality Fades

Writers & Splits: TiWanda Lovelace  
Ethan J. Pitts  
Maurice McToy  
\_\_\_\_\_

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

\_\_\_\_\_  
\_\_\_\_\_

Signature below will indicate your agreement of the above.

READ AND AGREED:  
TiWanda Lovelace

READ AND AGREED:  
Ethan J. Pitts

READ AND AGREED:  
Maurice McToy

READ AND AGREED:  
\_\_\_\_\_

Zomba's Single Song Writer's Split sheet signed by Ethan J. Pitts, Maurice McToy and Tiwanda Lovelace on September 13, 1994 for song title, 'Soon Reality Fades.' I submitted all signed sheets to Zomba

ZOMBA MUSIC PUBLISHING

Single Song Writers' Split Letter

Date: 9-13-94

To (names of publishers): Zomba  
Seven West Prod  
Motiv City Made Prod.  
\_\_\_\_\_  
\_\_\_\_\_

To Whom It May Concern:

This is to confirm that we, the sole writers of the composition listed below, hereby agree among ourselves to the following writers' divisions:

Song Title: "Just a little bit More"

Writers & Splits: Tiwananda Lovelace 50  
Ethan J. Pitts 25  
Maurice McToy 25  
\_\_\_\_\_

Writers agree to abide by artists/and or producers controlled composition language.

If any samples are contained on this song (the "Composition") for which the sampled writer(s)/ publisher(s) are to receive a copyright interest in and to the Composition and/or payment of monies attributable to the Composition, then we agree that our own shares in the copyright and/or monies attributable to the Composition shall be reduced proportionately.

The following list of samples represent all of those samples embodied in the above composition:

\_\_\_\_\_  
\_\_\_\_\_  
Signature below will indicate your agreement of the above.

READ AND AGREED:  
Tiwananda Lovelace

READ AND AGREED:  
Ethan J. Pitts

READ AND AGREED:  
Maurice McToy

READ AND AGREED:  
\_\_\_\_\_

Zomba's Single Song Writer's Split sheet signed by Ethan J. Pitts, Maurice McToy and Tiwananda Lovelace on September 13, 1994 for song title, 'Just a Little Bit More.' I submitted all signed sheets to Zomba

I also had five other writers signed to Seven West Productions, I submitted copies of contracts to Zomba. I NEVER HEARD FROM THEM AGAIN.



## List of Zomba's Roster of Writers

*I was constantly reminded ART & Rhythm were No. 2. But with other writers.*



ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

**ZOMBA MUSIC PUBLISHING**  
137-139 WEST 28TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7462

Writer's Direct  
Tel. No. 212 620-8744  
Writer's Direct  
Fax No. 212 242-7462

Zomba Music has a diverse roster of writers and talent that are worth noting. Some of these include the following:

### POP/R&B/CROSSOVER

\* Timmy Allen  
Art N'Rhythm  
Angela Bofill  
Carl Bourell  
Horace Brown  
Michael Brown  
Vandy Colter  
Kangol  
Jonathan Butler  
Mike Davis  
Roz Davis  
Digital Underground  
Full Force  
Penny Ford  
Trevor Gale  
Joey Gardner (K7)  
✓ Fresh Gordon  
Noel Goring  
Hi-Five  
Hula & Fingers  
✓ Kenni Hairston  
Vincent Henty  
R.K. Jackson  
JOE  
Robert Kelly  
Ike Lee  
Levert  
Lavaba Mallison  
Keith Miller  
Eve Nelson  
Nuttin Nyce  
Rick Rhodes  
Cheryl Pepsi Riley  
*La Ridge*

### POP/R&B/CROSSOVER

Teddy Riley  
Jolyon Skinner  
Chris Stokes  
Andy Panda Tripoli  
Eric Foster White  
Carvin Winans  
Womack  
*hala Hathaway*  
**ALTERNATIVE**  
Babes In Toyland  
Breeders  
Dinosaur Jr.  
Juliana Hatfield  
Sonic Youth  
Superchunk

### ROCK

Anthrax  
Cyclone Temple  
Iron Maiden  
Mutt Lange  
Kix  
Metal Church  
Poison  
Testament  
Christopher Ward  
Vicious Rumors  
Voivod  
N.A.S.P.

### RAP

A Tribe Called Quest  
Casual  
D.J. Prins (Da Bush Babees)  
D-Nice  
E-A-SKI  
Fu-Schnickens  
Jazzy Jeff &  
The Fresh Prince  
Kool Moe Dee  
KRS-1  
ONYX  
Positive K  
R.A. The Ruggedman  
Erick Sermon  
Smooth  
Spice 1  
Too Short  
NAS

### REGGAE/ DANCEHALL

Aunt Hilda's Music  
-Specialist, Cobra,  
Richie Stevens, Patra  
Supercat

### BLUES

Buddy Guy  
John Mayall  
Chris Duarte

For further information, please contact:

David Renzer or Cheryl Stotter c/o Zomba Music Publishing - New York  
Tel: (212) 620-8744 Fax: (212) 242-7462

Neil Portnow or Carla Berkowitz c/o Zomba Music Publishing - LA  
Tel: (213) 464-7409 Fax: (213) 464-7144

LONDON OFFICE: ZOMBA HOUSE, 185-187 HIGH ROAD, WILLESDEN, LONDON NW10 2BB, ENGLAND. TELEPHONE (44) 81-482-8880, FAX (44) 81-481-8800

EUROPEAN OFFICE: ZOMBA MUSIC HOLDINGS B.V., HOEFPLEIN 24, 1281 ES LAREN (N.M.), HOLLAND. TELEPHONE (31) 2152-18214, FAX (31) 2152-18788

LOS ANGELES OFFICE: 3000 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90008. TELEPHONE (310) 247-8300, FAX (310) 247-8300

NASHVILLE OFFICE: 914-916 18TH AVENUE SOUTH, NASHVILLE, TN 37212. TELEPHONE (615) 251-4880, FAX (615) 251-4816

In addition to constantly reminding me that Roc- Art & Rhythm was No. 2, Zomba rep. attempted to have me sign under one of their writer's or producer's. My name was supposed to be on this list but it wasn't.

EXCLUSIVE PERSONAL MANAGER AGREEMENT WITH ARTIST

PERSONAL MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered into at 9080 Burt Row Detroit, MI 48228, by and between

KENNETH A. WILLIAMS, hereinafter called the "MANAGER," and  
TIWANDA LOVELACE, hereinafter called the "ARTIST."

**1. TERM**

Manager is hereby engaged as Artist's exclusive personal manager and advisor. The agreement shall continue for **one (1) year** (hereinafter the "initial term") from the date thereof. If Manager secures a record deal with a recording fund for a minimum of one hundred thousand dollars (\$100,000), then this agreement is automatically extended for two (2) years. Furthermore, this agreement shall be renewed for **two (2) year periods** (hereinafter "renewal period(s)") automatically unless either party shall give written notice of termination to the other not later than sixty (60) days prior to the expiration of the initial term or the then current renewal period, as applicable, subject to the terms and conditions hereof.

**2. SERVICES**

(a) Manager agrees during the term thereof, to advise, counsel and assist Artist in connection with all matters relating to Artist's career in all branches of the music industry, including, without limitation, the following:

- (i) in the selection of literary, artistic and musical material;
- (ii) with respect to matters pertaining to publicity, promotion, public relations and advertising;
- (iii) with respect to the adoption of proper formats for the presentation of Artist's artistic talents and in determination of the proper style, mood, setting, business and characterization in keeping with Artist's talents;
- (iv) in the selection of artistic talent to assist, accompany or embellish Artist's artistic presentation, with regard to general practices in the entertainment industries;
- (v) with respect to such matters as Manager may have knowledge concerning compensation and privileges extended for similar artistic values;
- (vi) with respect to agreements, documents and contracts for Artist's services, talents, and/or artistic, literary and musical materials, or otherwise;
- (vii) with respect to the selection, supervision and coordination of those persons, firms and corporations who may counsel, advise, procure employment, or otherwise render services to or on behalf of Artist, such as accountants, attorneys, business managers, publicists and talent agents; and

PAGE 1 OF 6

\_\_\_\_\_  
Artist Initials

**Zomba reps introduced me to some of their other producers over the phone and actually encouraged me to sign with them. Of course, I had no intentions on being shelved and besides that - I didn't know them.**



## **Would you have signed with someone that you only contacted over the phone and met through Zomba?**

### **EXCLUSIVE PERSONAL MANAGER AGREEMENT WITH ARTIST**

(b) Manager shall be required only to render reasonable services which are called for by this Agreement as and when reasonably requested by Artist. Manager shall not be required to travel or meet with Artist at any particular place or places, except in Manager's discretion and following arrangements for cost and expenses of such travel, such arrangements to be mutually agreed upon by Artist and Manager.

### **3. AUTHORITY OF MANAGER**

Manager is hereby appointed Artist's exclusive, true and lawful attorney-in-fact, to do any or all of the following, for or on behalf of Artist, during the term of this Agreement:

- (a) approve and authorize any and all publicity and advertising, subject to Artist's previous approval;
- (b) approve and authorize the use of Artist's name, photograph, likeness, voice, sound effects, caricatures, and literary, artistic and musical materials for the purpose of advertising any and all products and services, subject to Artist's previous approval;
- (c) execute in Artist's name, American Federation of Musicians contracts for Artist's personal appearances as a live entertainer, subject to Artist's previous consent to the material terms thereof; and
- (d) without in any way limiting the foregoing, generally do, execute and perform any other act, deed, matter or thing whatsoever, that ought to be done on behalf of the Artist by a personal manager

### **4. COMMISSIONS**

(a) Since the nature and extent of the success or failure of Artist's career cannot be predetermined, it is the desire of the parties hereto that Manager's compensation shall be determined in such a manner as will permit Manager to accept the risk of failure as well as the benefit of Artist's success. Therefore, as compensation for Manager's services, Artist shall pay Manager, throughout the full term hereof, as when received by Artist, the following percentages of Artists gross earnings (hereinafter referred to as the "Commission"):

- (i) **Twenty percent (20%)** of Artist's gross earnings or received in connection with Artist providing their services as a recording artist for the recording of master recordings to be manufactured and marketed as phonograph records and tapes during the term hereof. Manager shall receive said Commission in perpetuity on the sale of those master recordings recorded during the term hereof. In no event shall the term "gross earning" be deemed to include payment to third parties, (which are not owned or controlled substantially or entirely by Artist), in connection with the recordings of master recordings prior to or during the term hereof;
- (ii) **Ten percent (10%)** of the Artist's gross earnings from live performances;
- (iii) **Ten percent (10%)** of the Artist's gross earnings derived from any and all of Artist's activities in connection with music publishing, or the licensing or assignment of any compositions composed by Artist alone or in collaboration with others. Note. All royalties received for the song "To Justify My Love" are excluded from this commission.

## **This is a summary of the management contract that was offered...**

### **EXCLUSIVE PERSONAL MANAGER AGREEMENT WITH ARTIST**

#### **14. NOTICES**

All notices to be given to any of the parties hereto shall be addressed to the respective party at the applicable address as follows:

Tiwanda Lovelace (Artist)  
9080 Burt Row  
Detroit, MI 48228

Kenneth Williams (Manager)  
3587 HWY. 9 Suite 103  
Freehold, NJ 07728

All notices shall be in writing and shall be served by mail or telegraph, all charges prepaid. The date of mailing or of deposit in a telegraphy office, whichever shall be first, shall be deemed the date such notice is effective.

#### **15. ARTIST'S WARRANTIES**

Artist represents, warrants and agrees that Artist is over the age of eighteen, free to enter into this agreement, and that Artist has not heretofore made and will not hereafter enter into or accept any engagement, commitment or agreement with any person, firm or corporation which will, can or may interfere with the full and faithful performance by Artist of the covenants, terms and conditions of this agreement to be performed by Artist or interfere with Manager's full enjoyment of Manager's rights and privileges hereunder. Artist warrants that Artist has, as of the date hereof, no commitment, engagement or agreement requiring Artist to render services or preventing Artist from rendering services (including, but not limited to, restrictions on specific musical compositions) or respecting the disposition of any rights which Artist has or may hereafter acquire in any musical composition or creation, and acknowledges that Artist's talents and abilities are exceptional, extraordinary and unique, the loss of which cannot be compensated for by money.

#### **16. ARBITRATION**

In the event of any dispute under or relating to the terms of this agreement or any breach thereof, it is agreed that the same shall be submitted to arbitration by the American Arbitration Association in New York, NY in accordance with the rule promulgated by said association and judgment upon any award rendered by be entered in any court having jurisdiction thereof. Any arbitration shall be held in New York, NY, if possible. In the event of litigation or arbitration arising from or out of this agreement or the relationship of the parties created hereby, the trier thereof may award to any party any reasonable attorneys fees and other costs incurred in connection therewith. Any litigation by Manager or Artist arising from or out of this agreement shall be brought in New York, NY.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
ARTIST: TIWANDA LOVELACE

\_\_\_\_\_  
MANAGER: KENNETH WILLIAMS

PAGE 6 OF 6

\_\_\_\_\_  
Artist Initials

**Would you have signed with someone that you only contacted over the phone and met through Zomba? I DIDN'T!**

## Summary of How I Started Writing w/ Detroit Producers

The music industry has some complex rules regarding how things are done with regards to how money is distributed. If you work for any particular label or company, your loyalties are supposed to lie with *that* company. Back then the labels were structured into five major labels. Even though people are shuffled amongst the different companies, again, their loyalties were supposed to remain unscathed.

When I had my first encounter with writing lyrics, I was living in my home town – Detroit, Michigan. I wrote for Lee Marcus and Jake Salazar. Lee was connected with the police department. That was definitely my song lyrics and melody used on that sitcom prior to Zomba contract.

I had refused to sign with other production companies because either they offered no money or they didn't seem to have my best interest in mind. I was encouraged by Detroit attorneys to sign with Zomba. Then after painstaking months of hard work and submitting multiple lyrics and melodies, I was subjected to harassment. I stepped up for credit and monies for my works and I kept pushing; while Detroit groups were trying to sabotage.

Remember, Lee told me of that story of the girl who was robbed of her lyrical credits then forced to commit suicide. In addition, he was associated to the police who never had any good intentions for me because of family's history.

So here I am, all by myself, stuck listening to all my works on the radio, fighting for what should be mine. Clueless to what was going on around me.

Lee's group wasn't happy, Larry was in the Hi-Five's video of the song that was used to present the contract but he didn't look happy. As I look back the plan was for Lee's group to use me for lyrics, make money and then drive me mad. Jake Salazar was a co-founder of the Tempo Music Group. A coalition of independent record companies owned by veteran industry professionals and celebrities such as Anita Baker/**Michael Powell**, Sylvia Moy, Martha Reeves, Isaiah Thomas, Thomas Hearn, John Salley, **Lee Marcus**, and **Leonard Jones** among other prominent business colleagues. They all knew each other and they all were influential in Detroit.

Getting back to the rules...It turns out that some of the people that I had worked with locally were not supposed to or were in conflict with the plans. It felt like a game was being played within a game and not all the higher ups were in the know. I am sure that this type of thing is not uncommon but this had some extra mess added.

I say this because someone got spanked hard for breaking rules. I was led to believe that members in Powell's group was snaking and taking works. I was told that my information led to this conclusion. I only provided my record(s) of contacts and records showed more than one was involved. I can only imagine all the fighting that was going on behind the scenes; from the peoples mistreatment of me I could only assume the worst. Apparently, I was blamed for the repercussions he faced; there was some talk of camp/snakes.

## Proof of Mail Tampering -Certified Mail Receipts

### Copies of original Certified Mail receipts

**Note: All three were mailed at the same time.** Upon receiving my returned signature cards for Certified Mail sent March 4,1995, I noticed that article # Z 720 884 987 and Z 720 884 988 were signed by the same person for Certified Mail article # Z 303 560 021 at a completely different zip code.



Duplicated below in Black and White:

**Receipt for Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

Sent to **Z 720 884**  
**RICHARD BLACKSTONE**  
Street and No.  
**137-139 W. 25th St**  
P.O., State and ZIP Code  
**NEW YORK NY 10001**

Postage	\$ .55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 2.75

Postmark or Date  
**NEW YORK NY MAR 4 1995**

PS Form 3800, March 1993

**Receipt for Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

Sent to **Z 720 884**  
**DAVID RUPPER**  
Street and No.  
**137-139 W. 25th St**  
P.O., State and ZIP Code  
**NEW YORK NY 10001**

Postage	\$ .55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 2.75

Postmark or Date  
**NEW YORK NY MAR 4 1995**

PS Form 3800, March 1993

**Receipt for Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

Sent to **Z 720 884**  
**SCHINDLER, Y Goldstein P.C.**  
Street and No.  
**152 West 57th St, 30th Floor**  
P.O., State and ZIP Code  
**NEW YORK NY 10019**

Postage	\$ .55
Certified Fee	1.10
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.10
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 2.75

Postmark or Date  
**NEW YORK NY MAR 4 1995**

PS Form 3800, March 1993



Certified Mail article # Z 720 884 986 to Grubman, Indursky and Schindler at zip code 10019 was signed for on March 7, 1995 while all were mailed at same time.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
Grubman, Indursky, Schindler,  
+ Goldstein, P.C.  
152 W 57th St. 30th Floor  
New York NY 10019  
ATTN: Arthur Indursky

4a. Article Number  
Z 720 884 986

4b. Service Type  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
3/7/95

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

Certified Mail article # Z 720 884 987 and article # Z 720 884 988 mailed on the 4<sup>th</sup> were signed for on March 6, 1995 but Grubman, Indursky and Schindler was signed on the 7<sup>th</sup> 1995.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
ZOMBIA  
137-139 W 25th St  
New York NY 10001  
ATTN: R. Blackstone  
Sen. Vice Pres. Sr. Dir. of Business  
Development

4a. Article Number  
Z 720 884 987

4b. Service Type  
☐ Registered ☐ Insured  
☐ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
3/6/95

5. Signature (Addressee)  
[Signature]

6. Signature (Agent)  
[Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

Certified Mail article # Z 720 884 987 Richard Blackstone



**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:  
Zombon  
137-139 W 25th St  
New York NY 10001  
ATTN: D. Renzer

4a. Article Number  
Z 720 884 988

4b. Service Type  
☒ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
3/16/95

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 DOMESTIC RETURN RECEIPT

Is your RETURN ADDRESS completed on the reverse side? Thank you for using Return Receipt Service.

Certified Mail article # Z 720 884 988 Zip code 10001 Dave Renzer

**Note: Both were mailed at the same time.** Upon receiving my returned signature cards for Certified Mail sent March 14, 1995, I noticed the three day delay.

Z 303 560 020

**Receipt for Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to: Arthur Indursky  
Street and No.: 152 W 57th St 3071  
P.O., State and ZIP Code: New York NY 10019

Postage	\$ 32
Certified Fee	110
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	110
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 152

Postmaster: Detroit, MI SEVEN OAKS STA

Stamp: DETROIT, MI SEVEN OAKS STA 14 1995

Z 303 560 021

**Receipt for Certified Mail**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

PS Form 3800, March 1993

Sent to: Zomb Enterprises  
Street and No.: 137-139 W 25th St  
P.O., State and ZIP Code: New York NY 10001

Postage	\$ 32
Certified Fee	110
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	110
Return Receipt Showing to Whom, Date, and Addressee's Address	
TOTAL Postage & Fees	\$ 152

Postmaster: Detroit, MI SEVEN OAKS STA

Stamp: DETROIT, MI SEVEN OAKS STA 14 1995

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
ZOMBAS  
137-139 W 25<sup>TH</sup> ST  
New York NY 10061  
ATTN: SENIOR DIRECTOR OF B.A.

4. Article Number  
2303560020

Type of Service:  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X

6. Signature — Agent  
X L.S. HENDERSON

7. Date of Delivery  
3/17/95

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

This piece was signed for on March 17, 2013; while the other was signed on March 20, 2013. Certified Mail article # Z 720 884 987 & Z 720 884 988 were signed by same person who signed Certified Mail article # Z 303 560 021 (below).

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery.

3. Article Addressed to:  
Grubman, Indursky Schindler  
Goldstein P.C.  
152 W 57<sup>TH</sup> ST 20<sup>TH</sup> F  
New York NY 10019

4. Article Number  
2303560021

Type of Service:  
☐ Registered ☐ Insured  
☒ Certified ☐ COD  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature — Addressee  
X

6. Signature — Agent  
X [Signature]

7. Date of Delivery  
3/20/95

8. Addressee's Address (ONLY if requested and fee paid)

S Form 3811, Feb. 1986 DOMESTIC RETURN RECEIPT

Certified Mail article # Z 303 560 021 for Grubman, Indursky and Schindler at zip code: 10019 AND this item was delayed three days but mailed at same time — signed March 20, 1995. Compare these two signature and dates...



**SENDER:**

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

**ZOMBA**  
**137-139 W 25th ST**  
**NEW YORK NY 10001**  
**ATTN: R. Blackstone**  
**SEN. VICE PRES. SEN. DIR. OF BUSINESS**

4a. Article Number  
**Z 720 884 987**

4b. Service Type

☐ Registered ☐ Insured  
☐ Certified ☐ COD  
☐ Express Mail ☐ Return Receipt for Merchandise

7. Date of Delivery  
**3/6/95**

5. Signature (Addressee)

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 U.S. GPO: 1993-352-714 **DOMESTIC RETURN RECEIPT**

Certified Mail article # Z 720 884 987-Duplicated for comparison.

**Note:** Date and signature are by same person two different zip codes – 10001 to 10019, different addressee, delayed delivery. Compare dates...

**SENDER:** Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

- ☐ Show to whom delivered, date, and addressee's address.
- ☐ Restricted Delivery.

3. Article Addressed to:

**Graham, Lindsay Schindler**  
**Goldstein P.C.**  
**152 W 57th St 20th F**  
**NEW YORK NY 10019**

4. Article Number  
**Z 30 3560 021**

Type of Service:

☐ Registered ☐ Insured  
☐ Certified ☐ COD  
☐ Express Mail

Always obtain signature of addressee or agent and DATE DELIVERED.

5. Signature – Addressee  
**X**

6. Signature – Agent  
**X**

7. Date of Delivery  
**3/30/95**

8. Addressee's Address (ONLY if requested and fee paid)

S Form 3811, Feb. 1986 **DOMESTIC RETURN RECEIPT**

In each instance, postal representatives acknowledge the fact that something is out of order and that signatures match but they are quick to pass the buck. Date of delivery is written by same person although 2 weeks apart and 2 different zip codes.

## Mail Tampering and Mail delays - Multiple Carriers

 **UNITED STATES  
POSTAL SERVICE**  
May 13, 1996

Ms. Tiwanda Lovelace  
9080 Burt Rd  
Detroit, MI 48228

Dear Ms. Lovelace:

This letter is in response to your inquiry on certified mailing you sent to two (2) separate companies.

I regret you were unaware that addressees of certified mail have the option of appointing authorized agents to sign for their certified mail. The signatures appear to be similar but do not look identical or as the same person. *Wtly lie for them? See Attachments.*

The reason for this policy is that many individuals receive large volumes of certified mail and they simply do not have the time to sign for every piece individually. For example, the President of the United States receives hundreds of pieces of accountable mail each day and he would have to spend hours signing receipts if we did not allow him to appoint agents.

Our records show, as indicated on the copies you sent this office, that the certified mail was delivered, signed for and dated at time of delivery.

I telephoned Zomba Company at (212) 620-8700 and spoke with an employee in the mailroom, in an attempt to find out the name of the person that signed for the mail in question. He assured me that he could not tell me who had signed for this particular mailpiece since the mail is delivered to the reception area and anyone available may sign for the company's mail.

I realize that this does not solve your immediate problem, however, there simply is no other action we can take to assist you.

If you have any further concerns please do not hesitate to contact me at the number listed below.

Sincerely,

*Barbara J. Yack*

Barbara J. Yack

A/Consumer Affairs Associate

*Zomba is a major music publishing house that deals with millions of dollars. They don't know who's signing for their writers' works. Submitting them. So it's messy.*

Reference: V05003241  
1927 Rosa Parks Blvd.  
Detroit, MI 48216-9631  
313-225-5435

**Tell me, how does someone tamper with mail from multiple carriers?  
Who has that capability? Just think about it... Different zip codes, same  
dates written CLEARLY.**

**On May 14, 1996 Letter received from DHL Worldwide Express confirms unexplainable delay in delivery:**

IN DHL - 818 446 9866 5-28-96 300pm pick up



May 14, 1996

Seven West Prod. Pub.  
Attention: Tiwana Lovelace  
9080 Burt Rd.  
Detroit, MI

RE:    Airwaybill #:    818 453 7060  
       Date Shipped:    April 30, 1996  
       Consignee:        US Postal Office  
                             1401 W. Fort St.  
                             Detroit, MI 48233

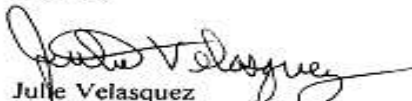
*letter possibly  
re routed to sub station*

Dear Mrs. Lovelace:

In response to your inquiry on the above referenced shipment DHL Worldwide Express has traced this package through our shipping cycle and the shipment was left at Dock #114 on May 2, 1996 at 1:23 p.m. We have exhausted all current resources to find the cause for delay and as of this date the reason is uncertain. Under the normal transit cycle, this piece should have been delivered on May 1, 1996.

We value our relationship with our customers and hope you will allow us to continue providing services to your company. DHL sincerely regrets any inconvenience this may have caused.

Regards,

  
Julie Velasquez  
Service Inquiry Supervisor

SevenWest.doc

*Airway bill #818 453 7060 was sent to main post office at 1401 W. Fort St., Detroit to report mail tampering on behalf of U.S. Post Office branches Seven Oaks, Brightmoon, and Joyfield, however, complaint of this nature should be handled by supervisor at ~~Seven Oaks~~ the main post office, NOT a sub station - 1927 Rosa Parks Blvd., Detroit MI 48216-9631 -*

DHL Worldwide Express  
1900 W. University Dr.  
Tempe, AZ 85281  
(602) 921-8831

**Tell me, how does someone tamper with mail from multiple carriers?  
Who has that capability? Just think about it...**



## Complaint Filed w/ MI - Attorney Grievance Commission -

The image shows three Domestic Return Receipt forms (PS Form 3811, December 1991) and a postage meter stamp. The forms are filled out with handwritten information.

**Form 1 (Top):**

- Article Addressed to: Alexander (K) Kuhne, 3400 Telegraph Rd 262, Baginham Farms MI 48025-946
- Article Number: 2213521341
- Service Type: Registered (checked), Insured (unchecked), Certified (unchecked), Express Mail (unchecked), Return Receipt for Merchandise (unchecked)
- Date of Delivery: 7-14-95
- Addressed to Address (Only if requested and fee is paid):

**Form 2 (Middle):**

- Article Addressed to: Hertz, Sharon, 1760 S. Telegraph, Bloomfield Hills MI 48307-149
- Article Number: R370-081-148
- Service Type: Registered (checked), Insured (unchecked), Certified (unchecked), Express Mail (unchecked), Return Receipt for Merchandise (unchecked)
- Date of Delivery:
- Addressed to Address (Only if requested and fee is paid):

**Form 3 (Bottom):**

- Article Addressed to: Seven West Productions, 9080 Bunt Rd, Detroit MI 48228, Register of Copyrights
- Article Number: R-370-081-149
- Service Type: Registered (checked), Insured (unchecked), Certified (unchecked), Express Mail (unchecked), Return Receipt for Merchandise (unchecked)
- Date of Delivery:
- Addressed to Address (Only if requested and fee is paid):

**Postage Meter Stamp:**

- Postage: \$3.00
- Resolved by: D. H.
- Customer Must Declare Full Value: \$25,000.00
- With Postal Insurance (checked) / Without Postal Insurance (unchecked)
- Postmark: APR 12 1996, USPS

Howard Hertz has been in the entertainment business for years, he stated that in previous dealing with Zomba/Jive – they did not look out for their writers. I learned this in the last meeting with him.

He was familiar with how they conduct business and neglected to be honest in the beginning but when I spoke to him prior to signing the contract he certainly did not advise me accordingly. He did not like the fact that I disagreed with the last minute change from contingency to a large retainer fee for a song already placed and pressed through a major label.

On March 28, 1995, I was referred to Alexander Kuhne - Attorney by Howard Hertz. I spoke with Kuhne - Attorney on Thursday, March 30, 1995. I thought that everything was fine. He said he spoke with Hertz on his cellular and 'It's Big', so come by. I met with Kuhne - Attorney 3 times and the only time he made himself available was when he was collecting documents and tapes. Why did he ask specifically for originals? He laughed and said that my materials had been gutted and that this happens all the time.

At first he agreed to represent, then after collecting information and tapes he made a complete turn. My paperwork is kept pretty good. If you can't trust lawyers then who can you trust? Kuhne - Attorney attempted to change dates and his letter contradicts what he said to my face. I have witnesses and Hertz cellular phone records should coincide with my statements. Why did

he try to deny what dates we met in his response? I would have never given him so much time or given him originals. Some of those originals are now missing but I have copies.

Law Offices of  
**ALEXANDER E. KUHNE, P.C.**  
Attorney and Counselor at Law  
30100 Telegraph Road, Suite 252  
Bingham Farms, Michigan 48025-4516  
810.644.4539 Fax 810.540.2661 LexEsq@aol.com

April 12, 1995

**VIA UPS OVERNIGHT**  
Ms. Tiwanda Lovelace  
9080 Burt Rd.  
Detroit, Michigan 48228

TO: ALEXANDER E. KUHNE	FROM: SEVEN WEST PRODUCTIONS 9080 BURT RD. DETT.	DATE: 4/12/95 PAGES INCLUDED: THIS PAGE
FAX #: 810/540-2661	FAX #:	PHONE #: 993-1576

RE: Review of Matter/Return of File Materials

Dear Ms. Lovelace:

In our initial meeting on March 20, 1995, I indicated to you that I would review any materials you gave to me in order to determine whether I would be able to handle the various matters you described to me. I have since reviewed those materials, and regret to inform you that I will be unable to represent you in these matters. Enclosed you will find the entire file I have on your claims, including photocopies and your demo cassette.

I thank you for your thinking of my firm and wish you the best of luck in your future endeavors.

Very Truly Yours,

*Alexander E. Kuhne*

Alexander E. Kuhne

Enclosures

AEK/hbs

LEGALITGLTRLOVE9504.12

*on Thurs. March 30, 1995, 1:30 is when I met with you. I remember because you were late. Hertz referred me to you on March 28, 1995. After visiting his office, so why change the date? I met with you three times in two weeks, and, if so, why not tell me at the beginning, then you put me off for two weeks, excepting my file tape, for 2 wks. Why?*

*(1:50)*

*3-12-95*

Due to the fact that I didn't accept Hertz's advice, by accepting that bogus royalty statement as legitimate. I believe that Hertz wanted to know what facts I had to support my accusations. Howard Hertz has been in the entertainment business for years, he stated that in previous dealing with Zomba/Jive – they did not look out for their writers. I learned this in the last meeting with him.

He was familiar with how they conduct business and neglected to be honest in the beginning but when I spoke to him prior to signing the contract he certainly did not advise me accordingly. He did not like the fact that I disagreed with the last minute change from contingency to a large retainer fee for a song already placed and pressed through a major label.

I can supply other documentation to the ones previously sent to show damages.

On February 23, 1996, I filed a grievance against Alexander Kuhne - Attorney with the Attorney Grievance Commission.

During this entire process the Attorney Grievance Commission never asked about who it was that these major entertainment attorney's represented.

They never addressed whether or not there was a 'Conflict of Interest' involved.

They never addressed why an experienced attorney in the music industry would encourage signing a standard contract with low figures when he knows that most attorneys' will require a large retainer if deal sours. Below is Kuhne's response.

I also kept up the good fight...regardless of their decision.

## Attorney Alexander Kuhne's response to Grievance Commission

Law Offices of  
**ALEXANDER E. KUHNE, P.C.**  
Attorney and Counselor at Law  
30400 Telegraph Road, Suite 357  
Bingham Farms, Michigan 48025-4540  
810.644.4539-Fax 810.540.2861-LexEsq@aol.com

Of Counsel  
Jeffrey K. Thomas

April 17, 1996

Mr. Robert E. Edick  
State of Michigan  
Attorney Grievance Commission  
Marquette Building  
243 West Congress, Suite 256  
Detroit, Michigan 48226-3259

RE: Tiwanda G. Lovelace  
File No. 0595/96

Dear Mr. Edick:

This letter is my written statement of response with regard to the above-reference matter, pursuant to MCR 9.113(A). I will address Ms. Lovelace's complaint chronologically.

Ms. Lovelace was referred to my office by attorney Howard Hertz, sometime in the middle of March, 1995. I have known Mr. Hertz for a number of years, as we both do work in the entertainment and media field. He told me that he had spoken with someone named "NeNe" (a nickname) Lovelace who was seeking representation. He thought it may be a case I would like to investigate handling. I agreed to allow Mr. Hertz to give Ms. Lovelace my phone number.

I do not recall when I first spoke to Ms. Lovelace on the telephone. If her allegation that she spoke with me first on March 30, 1995 is correct, then that means that I agreed to meet with her on the same day that she called, at the 1:30 p.m. time she insisted upon, despite my having a previous lunch meeting [see enclosed copy of my calendar for that day]. I was a bit late for our initial meeting, due to my previous engagement, but it did take place.

At the meeting Ms. Lovelace brought a number of envelopes filled with all sorts of correspondence, envelopes, records, copyright reports and cassette tapes. She alleged that she had a claim to copyright royalties from then-hit songs that she believed she had written. I agreed to look through the pile of information to see if there was a claim that would be worthwhile handling, and that I would call her within a few weeks. Ms. Lovelace left me with her original information, as she had not made copies prior to our meeting. Not at this meeting, and at no other time that I dealt with Ms. Lovelace, did I ever agree to represent her, obtain a signed retainer agreement (vital, as this would have been a contingency matter), or take any moneys from her.

While reviewing her morass of documents, only six days after our meeting, Ms. Lovelace began to make repeated calls to my office. I was a sole practitioner at that time and had

**Kuhne admitted that I gave him correspondence, envelopes, copyright reports and cassette tapes... He denied asking for originals but clearly acknowledges above, 'Lovelace left me with her original information...'**



**The same information included in the court case and in this book.**

Mr. Robert E. Edick

April 17, 1996

Page 2

no secretary, only an answering machine, and habitually write down all messages from clients, after which I return the messages. [Copies of my message notes are enclosed, edited to protect my clients' privacy.] Ms. Lovelace's calls were bothersome and erratic -- on April 6, she wanted her originals back, but on April 10, 1995, she had new information she wanted to drop off.

After assessing the merits of Ms. Lovelace's claim, and concluding that she and I would be unable to work well together on her alleged claim, I informed her by letter on April 12, 1995 that I did not wish to represent her. Enclosed with that letter was every bit of material I had in Ms. Lovelace's file, including that which she left for me to review. All that remains are my notes from our initial meeting [enclosed] and my two letters to her. The reference to our "March 20, 1995" initial meeting, which, in fact was held on March 30, 1995, was simply a typographical error on my part.

My office then received from Ms. Lovelace a certified letter, which was signed for by one of my suitemates on April 14, 1995. Not wishing any further contact with her, I returned it unopened with a cover letter. I used the April 12 letter's computer file as the basis for this letter, and unfortunately failed to change the date to April 14, hence the confusion.

As for the other charges contained in Ms. Lovelace's complaint, I will address them individually:

- \* I do not recall if I ever spoke with Mr. Hertz or Ms. Lovelace "on my cellular," whatever relevance that may have.
- \* I never asked for any specific materials from Ms. Lovelace, let alone "originals." I reviewed what she brought me, and then returned it.
- \* I have no idea what Ms. Lovelace's reference to her "materials had been 'guttled.'" What she left me to review, I sent back to her.
- \* I do not believe that I have represented at any time anyone involved in Ms. Lovelace's matter, relying upon my year-old memories and records. Even if I had, if such a conflict existed, my refusing Ms. Lovelace's claim, which I did, would have been the appropriate response.
- \* There is no conflict of interest between Mr. Hertz and I in this matter, because I never represented Ms. Lovelace. Further, Mr. Hertz' referral of the client to me was done properly, and I assessed its merits in a timely fashion.



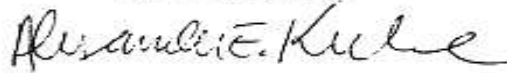
**Kuhne stated, ‘I do not believe that I represented at that time anyone involved...’ This doesn’t instill confidence or sound convincing, either you did or didn’t. As an attorney, you know your clients to avoid conflict of interest. He denied asking for originals but Kuhne clearly acknowledges docs as originals. I wasn’t bothersome when he took materials.**

Mr. Robert E. Edick  
April 17, 1996  
Page 3

\* As stated above, I never agreed to represent Ms. Lovelace, never presented a retainer agreement to her, never obtained a signed retainer agreement, and never took any moneys from her.

Ms. Lovelace’s allegations are groundless. I listened to her story in our initial meeting for more than two hours, at no charge, as a courtesy to Mr. Hertz. I then exercised my discretion and right to not represent her. It’s unfortunate that this matter has reached this stage, but I welcome the opportunity to respond, and encourage you to contact me if you have any further inquiries.

Very Truly Yours,



Alexander E. Kuhne

Enclosures(2)

LEG\LTIG\LTR\AGC-LOVELRES

**I only gave him those correspondence and copyrights because I was lead to believe he would assist- I didn’t use words like ‘guttled.’ That was music industry jargon I got from them.**

If he felt that my accusations were groundless, why take originals, 14 days and then refer me to a *Detroit* lawyer agency...Kuhne and/or Hertz represented someone involved in music...Letter from Kuhne dated April 12, 1995, (a year earlier)

Law Offices of  
**ALEXANDER E. KUHNE, P.C.**  
Attorney and Counselor at Law  
30100 Telegraph Road, Suite 262  
Bingham Farms, Michigan 48025-4516  
810.644.4539 Fax 810.540.2061 - LexEaq@aol.com

April 12, 1995 ?

Ms. Tiwanda Lovelace  
9080 Burt Rd.  
Detroit, Michigan 48228

RE: Review of Matter/Return of File Materials

Dear Ms. Lovelace:

Enclosed please find your recent Certified letter, which was accidentally signed for today, returned to you unopened. I regret that I am unable to represent you in your the matter we discussed in our initial meeting on March 30, but this is not a debate, and I would appreciate your refraining from contacting me about it further. Though I am a lawyer, I run a business, and it is my right to decide to not represent you.

There is an organization called Volunteer Lawyers for the Arts in downtown Detroit which I suggest you contact if you are unable to retain a private attorney.

Again, I wish you the best of luck in your future endeavors.

Very Truly Yours,



Alexander E. Kuhne

Enclosures

AEK/hbs

*This letter is in response to fax sent 4-13-95. Address corrected - 3 other pertinent concerns not addressed.*  
*1. Hertz referred me to Kuhne (date changed)*  
*2. Conflict of interest.*  
*3. Why ask for originals, then ask me if I have more?*

LEGAL/IT/IGL/TR/L/LOVL9504.12

Kuhne definitely had originals longer than six days...Even though they admittedly worked in the Entertainment field; Kuhne & Hertz never said who they represented out of Michigan or otherwise...Attorney Grievance Commission never asked.

**On August 27, 1996, The Attorney Grievance Commission responded:**

MEMBERS  
DEBORAH L. MIELA  
CHAIRPERSON  
BRIAN D. VINCENT  
VICE-CHAIRPERSON  
ROBERT W. MCBROOM  
SECRETARY  
THOMAS A. HALLIN  
STEVEN D. DUNNINGS  
MARY J. FLEMING  
MATTHEW A. SEWARD  
RICHARD E. ZUCKERMAN  
JAMES M. BULLOCK, M.D.

State of Michigan  
**Attorney Grievance Commission**

SUITE 256, MARQUETTE BUILDING  
243 WEST CONGRESS  
DETROIT, MICHIGAN 48226-3259  
TELEPHONE (313) 961-6585  
TELEFAX (313) 961-5819

August 27, 1996

PHILIP J. THOMAS  
GRIEVANCE ADMINISTRATOR  
ROBERT E. EDICK  
DEPUTY ADMINISTRATOR  
CYNTHIA C. BULLINGTON  
ASSISTANT DEPUTY ADMINISTRATOR  
ASSOCIATE COUNSEL  
RHONDA SPENCER POZEHL  
JOAN P. VESTRAND  
MARTHA D. MOORE  
SUSAN E. GILLOOLY  
RICHARD L. CUNNINGHAM  
DONALD D. CAMPBELL  
WENDY A. NEELEY  
MARK H. FREEDMAN  
RUTHANN STEVENS  
STEPHEN P. VELLA

**PERSONAL AND CONFIDENTIAL**

Howard Hertz  
Attorney at Law  
1760 S. Telegraph Rd., Ste. 300  
Bloomfield Hills, MI 48302-0183

Re: Tiwanda G. Lovelace as to Howard Hertz  
File No. 0703/96

Dear Mr. Hertz:

The complaint of Tiwanda G. Lovelace was filed with the Attorney Grievance Commission on February 26, 1996 alleging improper conduct on your part.

The undersigned investigated this matter by carefully reviewing all statements and documentation submitted by the parties. The results of the investigation, along with a recommendation, were submitted to the Commissioners for their review and decision.

The Attorney Grievance Commission determined that the evidence reviewed did not warrant further action by the Commission. Therefore, pursuant to MCR 9.114(A), the Commission directed that this Request for Investigation be dismissed.

While this file is being closed, the Commission wishes to caution you regarding a lawyer's duty to not charge any interest absent client consent. The Commission further cautions you regarding a lawyer's duty to not assess interest on the outstanding balance at a usurious rate. A lawyer may charge up to 5% interest per annum on unpaid client accounts based on a client's oral consent, and up to 7% interest per annum if the client has consented in writing. Your attention is directed to MCLA §438.31 and the Michigan Rules of Professional Conduct, to wit: 1.5(a) and 8.4(a) and (c). The Commission is confident that you share its concerns.

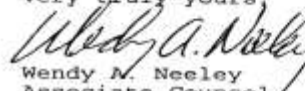
**They never addressed whether or not there was a 'Conflict of Interest' involved. They never addressed why an experienced attorney in the music industry would encourage signing a standard contract with low figures when he knows that most attorneys' will require a large retainer if deal sours.**

State of Michigan  
**Attorney Grievance Commission**  
SUITE 204, MARQUETTE BUILDING  
40 WEST CONGRESS DETROIT, MICHIGAN 48201

File No. 0703/96  
Page 2

Please feel free to contact the undersigned if you have questions.

Very truly yours,

  
Wendy N. Neeley  
Associate Counsel

WAN/cmg  
cc: Tiwanda G. Lovelace

## Attorney Grievance Commission Re: Jerome Barney, Attorney

MEMBERS  
DEBORAH L. MIELA  
CHAIRPERSON  
BRIAN D. VINCENT  
VICE-CHAIRPERSON  
ROBERT W. MCBROOM  
SECRETARY  
THOMAS A. HALLIN  
STEVEN D. DUNNINGS  
MARY J. FLEMING  
MATTHEW A. SEWARD  
RICHARD E. ZUCKERMAN  
JAMES M. BULLOCK, M.D.

### State of Michigan Attorney Grievance Commission

SUITE 256, MARQUETTE BUILDING  
243 WEST CONGRESS  
DETROIT, MICHIGAN 48226-3259  
TELEPHONE (313) 961-6585  
TELEFAX (313) 961-5819

August 27, 1996

PHILIP J. THOMAS  
GRIEVANCE ADMINISTRATOR  
ROBERT E. EDICK  
DEPUTY ADMINISTRATOR  
CYNTHIA C. BULLINGTON  
ASSISTANT DEPUTY ADMINISTRATOR  
ASSOCIATE COUNSEL  
RHONDA SPENCER POZEHL  
JOAN R. VESTRAND  
MARTHA D. MOORE  
SUSAN E. GILLOOLY  
RICHARD L. CUNNINGHAM  
DONALD D. CAMPBELL  
WENDY A. NEELEY  
MARK H. FREEDMAN  
RUTHANN STEVENS  
STEPHEN P. VELLA

#### PERSONAL AND CONFIDENTIAL

Tiwanda G. Lovelace  
9080 Burt Road  
Detroit, MI 48228

Re: Tiwanda G. Lovelace as to Jerome P. Barney  
File No. 0594/96

Dear Ms. Lovelace:

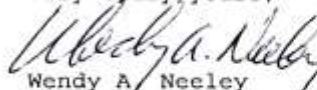
Your complaint was filed with the Attorney Grievance Commission on February 26, 1996 alleging improper conduct on the part of Jerome P. Barney.

The undersigned investigated this matter by carefully reviewing all statements and documentation submitted by the parties. The results of the investigation, along with a recommendation, were submitted to the Commissioners for their review and decision.

The Attorney Grievance Commission determined that the evidence reviewed did not warrant further action by the Commission. Therefore, pursuant to MCR 9.114(A), the Commission directed that this Request for Investigation be dismissed.

If I can be of further assistance to you, please do not hesitate to call.

Very truly yours,

  
Wendy A. Neeley  
Associate Counsel

WAN/cmg  
cc: Jerome P. Barney

They never addressed whether or not there was a 'Conflict of Interest' involved. They never addressed why an experienced attorney in the music industry would encourage signing a standard contract with low figures when he knows that most attorneys' will require a large retainer if deal sours.



## Zomba's Idea of Resolution and Response

I could not believe this came literally the day before I decided to file my lawsuit against Zomba...



ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

**ZOMBA MUSIC PUBLISHING**  
137-139 WEST 25TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7462

Writer's Direct  
Tel. No. 212 337-4371  
Writer's Direct  
Fax No. 212 989-8603

March 15, 1996

via Federal Express

Ms. Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228

Dear Ms. Lovelace:

Further to your recent correspondence, you have stated your dissatisfaction with the Co-Publishing Agreement, dated as of October 18, 1993, between you and Zomba Enterprises, Inc. (the "Co-Publishing Agreement"), and have requested that you be released from that Agreement. While it is generally not our policy to grant such a request, we will however, in this instance, make an exception.

Accordingly, enclosed please find two (2) execution copies of a Release Agreement. Please sign both copies, have your signature on both copies notarized, and then return both copies to me. Upon receipt of the signed Release Agreement, I will arrange for signature by Zomba, and then return one (1) copy to you, along with the One Thousand (\$1,000.00) Advance check payable upon full execution.

If you have any questions concerning this Release Agreement, you may call me at (212) 337-4371.

Thank you.

Very truly yours,

Deborah Keegan  
Associate Director, Business Affairs

cc: Richard Blackstone, Esq.

Encl.

NRN/A/rtm/TL31596  
LONDON OFFICE: ZOMBA HOUSE, 165-167 HIGH ROAD, WILLESDEN, LONDON NW 10 2SG, ENGLAND. TELEPHONE: (44) 181-459-8899. FAX: (44) 181-451-3900  
EUROPEAN OFFICE: ZOMBA MUSIC HOLDINGS B.V., HOEFPLAAT 24, 1251 ER LAREN (N.H.), HOLLAND. TELEPHONE: (31) 3553-16314. FAX: (31) 3553-16788  
LOS ANGELES OFFICE: 2000 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90069. TELEPHONE: (310) 247-8300. FAX: (310) 247-8366  
NASHVILLE OFFICE: 514-915 15TH AVENUE SOUTH, NASHVILLE, TN 37212. TELEPHONE: (615) 321-4850. FAX: (615) 321-4616

A ZOMBA COMPANY

**This letter is dated within days of mail tampering/unexplainable mail delay-convenient? After some 40+ song lyrics and melodies, 'dissatisfaction' is an understatement...**

## **Zomba's Answer to Allegations**

**This was their response to my allegations and complaints regarding stolen works. Of course, I didn't sign this mess...\$1000.00???**



### **ZOMBA MUSIC PUBLISHING**

ZOMBA ENTERPRISES INC. (ASCAP)  
ZOMBA SONGS INC. (BMI)

137-139 WEST 25TH STREET, NEW YORK, NY 10001  
TELEPHONE: 212-727-0016  
FAX: 212-242-7462

March 15, 1996

Ms. Tiwanda Lovelace  
p/k/a "NeNe"  
9080 Burt Road  
Detroit, MI 48228

Dear Ms. Lovelace:

The following, when signed by you and by us, will constitute an agreement (the "Release Agreement") between you and us:

1. The Term of the Co-Publishing Agreement between you and us dated October 18, 1993, as amended, relating to your exclusive services as a songwriter with Zomba Enterprises Inc. (the "Co-Publishing Agreement") is hereby terminated as of the date of this letter.
2. We hereby forever release and discharge you from any and all obligations to create and deliver any further Compositions under the Agreement.
3. You hereby forever release and discharge us from any and all claims, demands, actions, causes of action, suits, sums of money, accounts, covenants, agreements, contracts, and promises in law or in equity, which you now have, have had, or at any time may have, against us, our successors and assigns, whether or not they have been subject to dispute or otherwise and whether known or unknown to you, by reason of any matter, cause, or thing whatsoever from the beginning of the world to the date hereof, including, without limitation, any and all obligations to exploit any Compositions or to make any further Advance payments to you under the Agreement, it being understood that nothing contained in this agreement will affect our obligation to render royalty accounting statements and to pay you royalties in accordance with the Agreement, or, except as specifically released herein, your obligations and our rights as provided in the Agreement.
4. We shall pay to you, following the full execution of this Release Agreement, a general Advance in the amount of One Thousand (\$1,000.00) Dollars. Said Advance shall be recoupable against any and all monies otherwise due to you under the Co-Publishing Agreement, including, but not limited to, royalties.

LONDON OFFICE: ZOMBA HOUSE, 165-167 HIGH ROAD, WILLESDEN, LONDON NW 10 2SG, ENGLAND, TELEPHONE: (44) 181-459-8899, FAX: (44) 181-451-3900

EUROPEAN OFFICE: ZOMBA MUSIC HOLDINGS B.V., HOEFLOD 24, 1251 EB LAARN (N.H.), HOLLAND, TELEPHONE: (31) 3553-16314, FAX: (31) 3553-16785

LOS ANGELES OFFICE: 9000 SUNSET BOULEVARD, SUITE 300, LOS ANGELES, CA 90069, TELEPHONE: (310) 247-8300, FAX: (310) 247-8366

NASHVILLE OFFICE: 514-516 19TH AVENUE SOUTH, NASHVILLE, TN 37212, TELEPHONE: (615) 321-4850, FAX: (615) 321-4616  
NeNe /Agreements/Releases.31596

A ZOMBA COMPANY

*de*

**This was exactly two months before I filed the lawsuit against them in Michigan District court...convenient timing-it was as if they knew some how. In order to block mail you would have to know when it's sent. (See next page)**

Ms. Tiwanda Lovelace  
March 15, 1996  
Page 2

5. All rights granted by you to us pursuant to the Co-Publishing Agreement shall revert to you upon the full execution of this Release Agreement. Notwithstanding anything to the contrary set forth in this Release Agreement, however, we shall continue to administer your interest in the Composition entitled "What Can I Do To You (To Justify My Love)." in accordance with the terms and conditions set forth in the Co-Publishing Agreement.

6. This agreement sets forth your and our entire understanding relating to its subject matter. No modification, amendment, waiver, termination, or discharge of this agreement or any of its terms will be binding upon you or us unless confirmed by a document signed by you and by one of our duly authorized officers. This agreement has been entered into in the State of New York. Its validity, interpretation and legal effect will be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, with respect to the determination of any claim, dispute or disagreement which may arise out of the interpretation, performance, or breach of this agreement.

Very truly yours,

ZOMBA ENTERPRISES INC.

ACCEPTED AND AGREED:

By: \_\_\_\_\_

TIWANDA LOVELACE

Its: \_\_\_\_\_

=====

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me came **TIWANDA LOVELACE** to me known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**This was a joke and I was completely insulted and NO, I didn't sign...**

## Initial Request for D.O.J. Assistance

Request for Reply Letter

April 29, 1996

Department of Justice  
Anti-Trust Division,  
Jacob K. Javitts Federal Bldg.  
25 Federal Plaza, Rm. 3630  
New York NY 10010

Re: Lovelace @ Zomba/ Anti-Trust matter

Dear Sir(s) or Madam(s):

I am writing this letter in reference to package delivered on April 9, 1996, at 10:03, signed by Odonnell. This was sent by Seven West Production's, Tiwanda "NeNe" Lovelace.


This package contains documents pertaining to the dispute between Lovelace/Seven West v. Zomba, if, for any reason, your agency has not received a complete, revised copy of files and/or has not received enough information necessary in accessing whether or not your agency can be of assistance, please contact Seven West Productions at 9080 Burt Rd., Detroit MI 48228 or (313)838-4338.

Due to the nature of my complaints, I was referred by Federal information specialists and/or other officials familiar with the laws and rights of citizens and business owners in the U.S., being that your agency handles situations like this, I'm sure you can provide assistance in protecting my rights.

Please be advised, I have not recieved a reply or response as to who would be handling my claims. This request for reply letter is to be considered as a follow-up letter, although, I am confident that this agency will give my complaint proper consideration, I must, however, take steps to ensure that your agency has access to copies of all documents pertaining to complaint.

Considering the fact that information submitted, includes a step by step list of offenses and provides documentation to substantiate claims, I am certain that this matter merits your attention and assistance. Please provide name of contact person or representative who will be handling my file, also include any file name or reference number needed when inquiring on this complaint in the future.

Thank you for your time,

  
Tiwanda "Ne Ne" Lovelace

Tiwanda Lovelace  
9080 Burt Rd., Det. MI 48228  
(313)838-4338

RRL-100.1 - 04/29/96



## DOJ Ignored Coincidental Violent Acts, Docs and Exhibits



U. S. Department of Justice

Antitrust Division

New York Office

26 Federal Plaza  
Room 3630  
New York, New York 10278-0140

212/264-0790  
7308  
FAX 212/264-7453

May 2, 1996

Ms. Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228

Dear Ms. Lovelace:

We are in receipt of your letter of April 29, 1996 and your letter of April 5, 1996 with the enclosed documents. These have been reviewed and do not indicate circumstances which suggest any violation of the United States antitrust laws. As your April 5th letter points out, your claims seem to concern possible breach of contract and copyright infringement. Accordingly, this office is unable to pursue the matter and will take no action. If you wish to have the enclosure documents (which are photocopies) returned to you, please contact me in writing or by telephone at (212)264-9308.

Sincerely yours,

Michael D. Weiner  
Paralegal Specialist

-9308

**Clearly, this is NOT just an issue of Breach of Contract!**

**DOJ - Chose to take No Action**



## DOJ Antitrust Division Letter Returning Exhibits



U. S. Department of Justice

Antitrust Division

New York Office

26 Federal Plaza

Room 3630

New York, New York 10278-0140

212/264-0390

FAX 212/264-7453

May 21, 1996

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Ms. Tiwanda Lovelace  
9080 Burt Road  
Detroit, MI 48228

Dear Ms. Lovelace:

At your request, we are returning the exhibits you mailed to this office.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Michael D. Weiner".

Michael D. Weiner  
Paralegal Specialist

Enclosures

**This letter is implying that I requested closure but previous letter ignored everything; including multiple violent acts...**

## DOJ Advised Materials Were Lost



U.S. Department of Justice

Washington, D.C. 20530

June 11, 1996

Ms. Tiwanda Lovelace  
17772 Westbrook Street  
Detroit, MI 48219

Re: Zomba

Dear Ms. Lovelace:

This is in response to your follow-up letter regarding your dispute against a company named Zomba. Your letter to Attorney General Janet Reno has been referred to this Office for response, and we have no record of your previous mailing.

Feel free to call me at 202 307 0049 to discuss these issues and determine whether we can be of assistance to you. We regret that your materials have been lost.

Sincerely yours,

Kenneth L. Jost  
Assistant Director  
Office of Consumer Litigation  
Civil Division

*called 6-21-96 3:15  
spoke to Patrick D. Mullins*

*Patrick D. Mullins*  
Patrick D. Mullins  
Analyst

*Miles*

There should have been a record from previous correspondents.

# Michigan Courts Unjustified Dismissal

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

TIWANDA LOVELACE,

Plaintiff,

Civil Action No.  
96-CV-72270-DT  
HON. BERNARD A. FRIEDMAN

vs.

BMI-ZOMBA-JIVE,

Defendant.

---

OPINION AND ORDER OF DISMISSAL

This matter is presently before the court on Plaintiff's response to the court's show cause order of June 21, 1996. Plaintiff's original complaint consists of (1) a 2-page, handwritten document, (2) an 18-page typewritten document, and (3) a hefty stack of miscellaneous papers, ranging from assorted correspondence, to grievances with the postal service, to contracts. The gist of the complaint appears to be that defendant allegedly has deprived Plaintiff of royalties due her for various musical compositions. The court's show cause order noted that the complaint does not comply with Federal Rules of Civil Procedure 8(a)(1), 8(a)(2), 3(a)(3), and 10(b), and required Plaintiff to show cause why the complaint should not be dismissed for its failure to comply with these pleading requirements.

Plaintiff has responded to the court's order by filing the following documents: a cover sheet, an amended complaint, a "retaliation report" and a personal letter.

Although it is now in paragraph form, the amended complaint continues to be unorganized and incomprehensible. It is not a short and plain statement of the basis for plaintiff's claims and for the court's jurisdiction as Fed. R. Civ. P. 8(a)(1) and 8(a)(2) require. Because Plaintiff's complaint still does not abide by the Federal Rules of Civil Procedure for pleading, it must be dismissed.

Plaintiff's complaint must also be dismissed pursuant to 28 U.S.C. § 1915(d). The Sixth Circuit has held that an in forma pauperis complaint may be dismissed as frivolous if the Plaintiff cannot make out any claim that is rational in law or in fact. Lawler v. Marshall, 898 F.2d 1196 (6th Cir. 1990). The Lawler court noted that "the facts must be delusional to be frivolous." Id. at 1199.

Applying this standard to the present case, Plaintiff's response to the court's show cause order is bizarre, irrational and, indeed, delusional. In paragraph 6 of her amended complaint, Plaintiff states that "Zomba was notified by phone and mail, repeatedly, of infringements, threats, and other coincidental acts of violence . . ." In her personal letter Plaintiff asserts:

while on my way to file this with the Federal Courts, I was sent on a wild goose chase . . . and . . . I had people related to the music industry accept responsibility for my

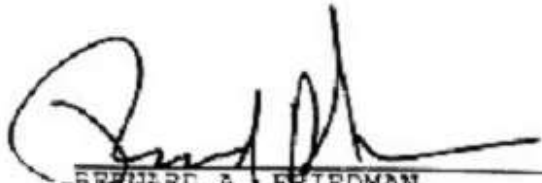
~~plaintiff's~~ A song was also released acknowledging responsibility for ~~plaintiff's~~.

This "violence" is mentioned repeatedly and its product appears to be Plaintiff's ovarian cystectomy which, Plaintiff asserts, is due to stress and also the fault of Defendant BMI. Amended Complaint, ¶ 10. When considered alongside her "Retaliation Report," one can not help but conclude that the complaint is fanciful and delusional.

For the reasons stated above, the court concludes that Plaintiff's complaint fails to comply with the pleading requirements of the Federal Rules of Civil Procedure. Additionally, Plaintiff's complaint is frivolous within the meaning of 28 U.S.C. § 1915(d). Accordingly,

IT IS ORDERED that Plaintiff's complaint is dismissed.

Dated: July 22, 1996  
Detroit, Michigan

  
BERNARD A. FRIEDMAN  
UNITED STATES DISTRICT JUDGE

copy sent this date to:

Tiwanda Lovelace  
9080 Burt Rd.  
Detroit, MI 48228



## **Music Business: It's a Dirty Game! - Entry**

*'So, let me get this right...I imagined my house getting shot up, double homicide, children and sister assaulted. The judge could have assigned counsel or made another decision. Talk about getting assaulted, I felt violated all over again.*

I agree my letter to the court was emotional but it didn't negate my request in accordance Federal Rules of Civil procedure, Rule 16 (a)(b)(c); Also under U.S.C., Title 15 28,19,49; Under 28 U.S.C, 1915(d) – Plaintiff request counsel be assigned...preventing protraction due to lack of management.

I know that this was a bold move but considering the situation there was no other recourse. Desperate people do desperate things in order to survive. Simply leaving my home became traumatic. I was trying to get help but the only help that seemed to be available was those with one hand balled into a fist; the other holding a bat. I look back on the days when my whole body would shake with fear and distress when interacting with the public.

Courts had already signed an order of dismissal ready and dated July 22, 1996 - a month prior to Defendants Answer to Complaint dated August 7, 1996.

Court ignored my request in accordance Federal Rules of Civil procedure, Rule 16 (a)(b)(c); Also under U.S.C., Title 15 28,19,49; Under 28 U.S.C, 1915(d) – Plaintiff request counsel be assigned...preventing protraction due to lack of management.

Note: Case dismissed prior to Zomba Response dated August 7, 1996. On July 22, 1996, Courts dismissed my case I never had an opportunity to go before the judge and be heard. I never had my day in court.

Ultimately, in spite of having copyrights being secured by myself, copies of materials, copies of receipts for overnight mailings, and other correspondences submitted to Zomba representatives; Zomba stated in response regarding songs that were in question that it was unclear. However; prior to filing suit against them I received a letter stating that they were investigating my claims. In fact, Zomba denied receiving or having any works in spite of my return receipts.

## My Objection to Order of Dismissal

Tiwanđa G. Lovelace,

Plaintiff,

vs.

BMI-Zomba/Jive,

Defendant.

Civil Action No.  
96-CV-72270-DT  
Hon. Bernard A. Friedman

### OBJECTION TO ORDER OF DISMISSAL

In accordance with Rule 72 (a)- Plaintiff objects to order of dismissal dated July 22, 1996.

Courts have disregarded plaintiffs June 24, 1996 request for counsel to be assigned, wherein, to assist and ensure compliance of Rule 16 (a); preventing protraction due to lack of management, under 28 U.S.C., §1915 (d), (30) thirty days prior to dismissal dated July 22, 1996.

Plaintiff replied to order to show cause in accordance with Rule 8 (a) (1)(2)(3) and 10 (b), in addition, plaintiff presented documented proof of several mail-tampering incidences and briefly stated incidents as each occurred in letter to Court, basing statements solely on facts, however, courts have neglected to respond to request for preliminary investigation under 28 U.S.C. §591, in accordance with Federal Rules and procedures.

Courts order of dismissal refers to plaintiff's complaint as frivolous and Court refers to plaintiff as fanciful and delusional, when, in fact, these incidents have occurred.

Plaintiff is of sound mind and has no history of mental illness. Plaintiff has no prior convictions and is law abiding.

TIWANDA G. LOVELACE,

Plaintiff,

Civil Action No.

96-CV-72270-DT

Hon. Bernard A. Friedman

vs.

BMI-ZOMBA-JIVE,

Defendant,

OBJECTION TO ORDER OF DISMISSAL

(CON'T)

Court has disregarded the fact that this case involves prominent Attornies, prominent members of Society, and also involves millions of Dollars in music royalties, in cases of this nature it is not uncommon or unheard of to attack plaintiff's credibility.

There is nothing frivolous about plaintiff's family and associates, one by one , befalling coincidental acts of violence- Plaintiff has no choice but to seek Courts assistance.

July 29, 1996

\_\_\_\_\_  
Tiwanda G. Lovelace

9080 Burt Rd.  
Detroit MI. 48228

Tiwanda G. Lovelace,

Plaintiff,

vs.

BMI-Zomba/Jive

Defendant,

civil Action No.  
96-CV-72270-DT

Hon. Bernard A. Friedman

### Entry of Plea

In accordance with Rule 16 (a) of the Federally Instituted Civil Judicial Procedure and Rules; also, under U.S.C., Title 28 §1915.9b0

Plaintiff enters a plea, requesting to appear before it for a conference before trial for such purposes as:

- (1) expediting the disposition of the action;
- (2) establishing early and continuing control so that the case will not be protracted because of lack of management;
- (3) discouraging wasteful pretrial activities;
- (4) improving the quality of the trial through more thorough preparation, and;
- (5) facilitating the settlement of the case.

U.S.C., Title 15 §28; Anti-Trust cases expedited. (Due to the damages and criminal activities that may befall plaintiff.

28 U.S.C. §591 (c); Also, in compliance withy Rule 26(4)(c), Plaintiff request assistance with continued retaliation and continued mail-tampering, by requesting an injunction to remove plaintiff from any further retaliation.

First request was made June 24, 1996, upon returning response to court, plaintiff noticed summons have not been served and request for assistance with retaliation has been ignored.

Plaintiff noticed an error on the civil cover sheet- plaintiff neglected to state clearly a request for jury.

*Tiwanda Lovelace*

*In my case, I have lived in many cities and have moved from town to town looking for a home and a support base but these people in positions have ensured that too many people have been negatively affected.*

**After abolitionist began to bring attention to the many forms of slavery, the system has evolved to portray situations in an effort to disguise the atrocities. The use of misdirection, distractions and misinformation is initiated so that this new form of enslavement can continue.**

**These continued incidents are instigated in the hopes that this will ensure that no one will support your fight for justice.**

**Those in or associated with the music industry have engaged in, encouraged and have allowed violent acts to incur solely due to their pride, greed and hate. While behind the scenes, the hurting of others continue so that they will hate you too...this is not a game!**



## **Governmental, Local Agencies and Groups contacted**

**It is not important to me the ‘who’ however, it is very important to explain that I have made every effort to try to correct this injustice. Understanding the complexity of this world and its court system, I reached out to many for assistance by providing supporting documentation and requested intervention from the beginning.**

See list below:

### **Lovelace vs. Zomba List of Attorneys, Organizations, and Agencies**

<b><u>DHL airway</u></b>	<b><u>Recipient Info. / Delivery date and signature of agent Bill no.</u></b>
772707017012	Karen Bragg/ Ticket Master /c/o Goldstein, 3701 Wilshire, 7 <sup>th</sup> Fl., Los Angeles CA 90010 Delivered – 03/06/1996, at 11:37 am, signed by Decker
77277017001	Attorney General, Dept. of Law, Consumer Fraud 120 Broadway, 3 <sup>rd</sup> Fl., New York, NY 10271 Delivered – 03/08/1996, at 10:55 am, signed by Williams
7930401651	Volunteer Lawyers of the Arts/ Robert Libcke, 1212 Griswold, Detroit MI 48226 Delivery – 03/11/1996, 11:23 am, signed by Matthews
77277017701	Freeman Hawkins / Roger Goode, 4000 Sun Trust Plaza, 303 Peachtree St., Atlanta GA 30308 Delivered – 03/13/1996, at 10:59 am, signed by Johnson
8142801144	The Honorable Judge Linda Warren-Hunter, 565 N. McDonna St., Decatur, GA. 30032 Delivery- 03/18/1996, at 12:57pm, signed by Vortice
8184537104	Attorney Grievance Commission / Philip Thomas / A. Kuhne Suite 256, Marquette Bldg., 243 West Congress Detroit MI 48226-3259 Delivery-03/26/1996, at 10:57am, signed by Buchanan
8184537093	Attorney Grievance Commission / W. Neeley / J. Barney Suite 256, Marquette Bldg., 243 West Congress Detroit MI 48226-3259 Delivered-03/26/1996, at 10:57am, signed by Buchanan
8184969726	Attorney Grievance Commission / W. Neeley / J. Barney Suite 256, Marquette Bldg., 243 West Congress Detroit MI 48226-3259 Delivered-03/29/1996, at 10:22am, signed by Buchanan

**Lovelace vs. Zomba**  
**List of Attorneys, Organizations, and Agencies (cont.)**

<b>DHL airway</b>	<b>Recipient Info. / Delivery date and signature of agent Bill no.</b>
8184969962	Business Volunteers of the Arts, Robert Libcke 1212 Griswold, Detroit MI 48226 Delivered - 03/29/1996, at 9:47am, signed by Matthews
8184969951	Better Business Bureau, 257 Park Ave., South New York NY 10010 Delivered-04/02/1996, at 10:15am, signed by Ojeda
8184969741	Attorney Grievance Commission / Howard Hertz Suite 256, Marquette Bldg., 243 West Congress Detroit MI 48226 Delivered-04/04/1996, at 10:47am, signed by Buchanan
9271866590	Ken Burrows, 425 Park Ave., 26 Floor New York NY 10022 Delivered-02/19/1996, at 8:56am, signed by E. Addy
9271866586	Don Wilson, 4929 Wilshire Blvd., #1010 Los Angeles, CA 90010 Delivery-02/20/1996, at 9:26am, signed by S. Girad
5219002596 – Don Wilson returned package 03/11/1996	
8865881905	Karen Bragg c/o Goldstein, 3701 Wilshire Blvd., 7 <sup>th</sup> Fl. Los Angeles, CA 90010 Delivered – 02/22/1996, at 10:09am, signed by K. Eubanks
8865881883	Zomba / Deborah Keegan, 137-139 West 25 <sup>th</sup> St. New York NY 10001 Delivered- 02/22/1996, at 11:08am, signed by W. Corian
8865881894	Attorney Grievance Commission, Suite 256, Marquette Bldg., 243 West Congress, Detroit MI 48226 Delivery-02/26/1996, at 9:56, signed by D. Smith
8681158172	Federal Trade Commission, Division of Marketing, Rm. 238 6 <sup>th</sup> St & Pennsylvania Ave., NW. Washington D.C. 20580 Delivery-03/04/1996, at 2:39pm, signed by I. Hudgins
9736039725 – Federal Trade Commission / Delores Johnson, Package returned 03/13/1996	
9649642623	The Honorable Janet Reno, Department of Justice, Tenth & Constitution Ave., N.W., Rm. 4400 Washington D.C. 20530 Delivered-03/13/1996, at 12:46pm, signed by B. Breitspr

9291390780	Prosecutors Office, 1441 St. Antoine Ste. 1200, Detroit MI 48228 Delivery-03/26/1996, at 11:46am, signed by S. Johnson
	Attorney Grievance Commission / J. Barney, Suite 256, Marquette 243 West Congress, Detroit MI 48226 Delivered-04/09/1996, at 10:19am, signed by Buchanan
8142801166	Department of Justice, Anti-Trust Division, Jacob K. Javitts Federal Bldg., 26 Federal Plaza, Rm. 3630, New York NY 10278 Delivered-04/09/1996, at 10:03am, signed by O'Donnell
8142801155	Better Business Bureau-New York / Mediation Division, 257 Park Ave., S., New York NY 10010 Delivered-04/09/1996, at 9:01am, signed by Ojeda
8184537082	Freeman, Hawkins / Roger Goode, 4000 Sun Trust Plaza 303 Peachtree St., Atlanta GA. 30308 Delivered-04/15/1996, at 10:36am, signed by Johnson
8184969796	Butzel Long / Michael Poterala, 150 West Jefferson, Suite 900, Detroit MI 48226 Delivered-04/23/1996, at 10:46am, signed by Burks

**\*\*This is one long list that consist of very prominent attorney's, groups and organizations.**

I can understand why it is so important for this information to remain hidden. If this was to be released, it would reflect poorly on each entity. It is probably because these are the same entities that are supposed to uphold and protect the rights of the people; yet, they were unwilling to enforce the laws.

Below are the original filings for Lovelace vs. Zomba

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

TiwanDA Lovelace  
9080 Burt Rd

v.

† Plaintiff,

Zomba-Jive / BMI  
137-139 West 25th St  
New York NY 10001

† Defendant(s)

Civil No.  
Judicial Officer:

96-72270

BERNARD A. FRIEDMAN

MAGISTRATE JUDGE MORGAN

RECEIVED  
MAY 16 1996

CLERK'S OFFICE  
U.S. DISTRICT COURT

COMPLAINT

See Attachments Listed as follows

- (1) Letter to Zomba's Attorney, briefly stating grievances
- (2) Letters of Explanation - Summary; which includes  
Index For Exhibits 1-13 (18pgs)
- (3) Exhibits 1-A (4pgs), 1-B (12pgs), 1-C (10pgs), 1-D (20pgs)  
2 (21pgs), 3-A (6pgs), 3-B (3pgs), 4-A (13pgs), 4-B (9pgs)  
5-A (24pgs), 5-B (25pgs), 6 (2pgs), 7-A (6pgs),  
7-B (1pgs), 8-A (9pgs), 8-B (14pgs), 9 (2pgs), 10 (12pgs),  
11-A (7pgs), 11-B (8pgs), 12 (2pgs), 13 (2pgs)
- 4 Zomba's Response

I have been black balled from the music industry;  
no lawyer will represent although I have legal documents

OVER

3

which substantiate my claims.

Zomba-Tune AND BMT

These companies are contracted with me  
to collect monies for me then take their  
percentages and protect me. Instead  
they used contracts to collect monies  
then to keep monies hoping that I can  
never get any money to sue them.  
Monopoly.

Juanita L. Lounsbury

Signature of Plaintiff

9080 Burt Rd

Street Address

Detroit MI 48228

City, State, ZIP

313 838 4338

Telephone Number

Date



VIA DHL - 8184964866 picked up 5-28-96 300pm

United States District Court  
Theodore Levin Courthouse  
231 W. Lafayette  
Detroit MI 48226

May 20, 1996

Honorable Judge Bernard A. Friedman:

Re: Case # 96-72270 - Lovelace vs. Zomba-Jive / BMI  
filed May 16, 1996.

I, Tiwanda Lovelace, neglected to include pertinent information regarding my situation. Since notifying Zomba and BMI of my greivances, I have been bombarded with threats and malicious acts of violence, which could be considered retaliation.

Please note exhibits 5-A&B, 8-A&B - contract NENE/101893, pg. 2, section (f) lists BMG, MCA, Polygram, EMI, WEA and Jive as major labels contracted with Zomba. These majors have released songs which blatantly infringes upon my copyrights, some have been used to state their displeasure with my substantiated accusations, even to the point of threatening.

Zomba gave Larry Hatcher of Hatcher Hits a split-sheet for the same 25% or 22½% of the same song for the same part as was given me, I recieved the writers credit on the song released but no monies. At the same time I was told not to work with Art & Rhythm's, Larry Campbell- co-writer of said song. Zomba rep. then asked me who my favorite artist on Jive records was, I told them that it was MC Smooth. Then Jive released a song on MC Smooth entitled, "You've been played"-(song told of female who cut out male partner in order to get ahead), this instigated more problems.

In addition to this, previous song, which was released giving me writers credit was released without the parties listed on side (2) two- (zomba neglected to have other writers song pressed up and placed on record, record had the same song on both sides), needless to say other writers were upset.

Just to name a few instances of what could be considered an act of retatliation:

\* Paul Katz signed the check issued to completely execute the contract between Zomba and I, Al Katz is writer for Tales from the cript episode entitled "The Black Pearl", in which the priceless pearl was discarded in the end. Also, several songs have been released, in which it was stated that lyrically their supposed to represent- see my guns, see my ones and 'stop it, if you think you gonna make a profit', etc,... Keep in mind that my home was shot up and so was an associate of mine.

These incidents have occured and continue, as I continue to seek justice, I am told that I should file for bankruptcy, in order to bring Zomba and BMI here to our federal court, however, according to contract - my filing bankruptcy would only place me at their mercy, leading to more infringements, besides I'm poor but if they had kept agreement, I would have my money.

Instead of administering my publishing and protecting me as stated in contract, Zomba and BMI have managed to keep all monies due, ignore request, and has blatantly violated all my rights, not only as their writer but also violated anti-trust laws by working with their contacts to defraud.

Contract NENE/101893 pg. 20 refers to BMI, however, although I am and was already under contract with BMI, they've both managed to work together to keep monies that they were supposed to collect and distribute on my behalf.

As strange as it may seem, while on my way to file this with the Federal Courts, I was sent on a wild goose chase which sent me to bankruptcy courts by guard after showing him my completed paperwork for the U.S. District Court, then the clerk who accepted and stamped my documents told me that I could not file under 410 - Anti-Trust, she stated that I had to put this under copyright but this is definitely an anti-trust matter.

I have worked hard for years, unaware of the tactics used in the music industry.

They even have songs released recently which states that they have the industry on lock down, where outsiders can't get in, another example of how they use their connects to control the industry, using attorneys and unfair competition to discourage and confuse new writers, especially if they are good.

I no longer have an interest in the music industry, however, due to the fact that I have invested so much money and time into this writing lyrics for them and I conducted business properly it is only right that I should share in the millions of dollars collected as stated in contract.

I have worked with a lot of people locally and I have been harassed while working and in my daily business of living, I am mocked openly by passerby's repeatedly scorned, ~~assaulted~~ assaulted and I believe it is due to the information contained in files and the fact that I am fighting for my share which was probably given to another party or the fact that I am a refusing to file bankruptcy.

Sincerely,

*Tiwananda Lovelace*  
Tiwananda Lovelace

*At: Jan 13 1996  
Approved: [Signature]*

Enclosed documents will substantiate claims that Zomba and Associates set out to defraud my company, Seven West Productions, and I, Tiwanda "Ne Ne" Lovelace, out of millions of dollars in royalties. In the process, Zomba/Jive has allowed ~~and~~ are responsible for my loss. The materials in question have been discussed in detail with Zomba's representatives- (refer to Exhibits 4-A, 4-B, 5-A and 5-B). Zomba not only listed songs on page 23 of co-publishing contract dated 10/18/93, but they introduced me to other writers in their publishing house to obtain my lyrics and melodies, in order to rework materials without giving proper credit (refer to Exhibit 2).

In one instance, works submitted to Zomba and Zomba's writers was one of the first songs mentioned that was reworked and in addition to this, another part of a completely different song was used. Song number 10, Lies/ If U Loved Me performed by MJJ's Brownstone (Exhibit's 1-A, 5-A, 5-B, 7-A and 7-B) was on MTV , during their live show, singer closed song with more recent materials submitted to Zomba and their writer. While under contract with Zomba, I submitted over forty (40) songs, of which I have retained receipts for and telephone bills to sustain the fact that I held up my end of contract. These songs we discussed each time I submitted materials (refer to Exhibit 4-A and 4-B). This conflicts with Zomba's letter in response to notices sent from me to them on 03/14/95, whereas, Zomba denies having songs on file (refer to Exhibit 12). If there are no songs on file, then how could they copyright the songs I submitted with proper splits and writers credits, this in addition to other facts prove Zomba never intended to follow agreement to administrate my publishing as agreed.



The only explanation for the initial song placement could have been was to have me enter into agreement or contract with Zomba, giving them administration over royalties derived from the placement thru their record company, Jive Records; once I signed agreement I was immediately introduced to other Zomba representatives in order to place my works on more artist, only to be given run around, I was assigned to three different people since 10/93. Meanwhile, I was submitting works and waiting patiently for my royalties from first placement, all the time I was informed that they liked my materials. They even supplied music tracks for me to write lyrics to, only to rework songs, stall and lie to me. Zomba official introduced me to an associate of Zomba, who offered and attempted to have me sign under his management contract, therefore, giving them full legal power over me and my works, of course, I refused to sign with anyone in affiliation with a company that had already neglected to handle business properly (refer to Exhibit 2). Zomba did not include me as a writer on the list of Zomba writers, showing real intent. Refer to Exhibit 5-A and 5-B, page 23- Eleven (11) songs are listed in contract dated 10/18/93; between Lovelace and Zomba. One by one they have been used in pieces- some used compilation of more than one song. Zomba has not attempted to handle this matter efficiently or professionally, you would think that a company that is supposed to collect all royalties for it's writers in order to get paid or receive their share would be pleased to step in and administer publishing, however, Zomba was notified in March of 1995 but responded approximately four (4) months after being notified of infringements. Notice was also sent in regards to my standing with company and other concerns on

March 4, 1995, this notice went completely unanswered (refer to Exhibit 7-A and 7-B). Zomba representatives have gone so far as to commit mail-tampering offenses- (refer to Exhibits 7-A & 7-B), Returned signature cards were signed by same agent at Zomba 137-139 West 25th St. New York NY 10001 and at Grubman, Indursky, Schindler, and Goldstein, P.C., 152 West 57th St., 30th fl. New York NY 10019. I mailed two sets, one to Grubman, Indursky, etc.,... and one each to Zomba representatives involved, in each instance, Zomba received their packages first. One set of packages were sent on the 4th day of March, Zomba's agent signed and received package within two (2) days, when Grubman, Indursky's agent signed within three days or one day after Zomba. One set of packages was sent on the 14 day of March, the previous Zomba agent signed this time for Grubman, Indursky at 10019, when Zomba's Zip code is 10001-(Note copies in Exhibit 7-A & 7-B). Packages were sent on the 14th day of March, Zomba's agent signed 03/17/95 - three days later, however, Grubman, Indursky's agent signature-(signed by same signature as 03/4/95's-Zomba)- was signed and dated six (6) days from original date sent.

The first time I called the New York Barr. Assoc., I was informed ,after obtaining my information , that I could not be referred to any attorneys, without explanation. Zomba/Jive shared my works with other major companies, therefore creating a situation, whereas, most attorneys in the music industry would be in conflict of interest, due to the fact that my works were scattered and used by more than one major label; keeping in mind that the major's contract with each other and has a 'monopoly' situation (refer to Exhibits 2, 8-A, & 8-B - shows accessibility and Zomba's contacts, thus; proving that the major's work



together to control and dominate the music industry.

It turns out that one of the attorneys I dealt with was very familiar with this company and it's tactics but neglected to inform me, due to the fact that he has/had or still has dealings with a major music person here in Detroit who has participated in copyright infringements and has benefited by Zomba's actions (refer to exhibit's 7-A, 7-B, 11-A, 11-B, 8-A, and 8-B). I have filed complaints with Attorney Greivance Commission regarding the attorneys listed in Exhibit's 1-B,C, & D.

In accordance with contract, Zomba, my administrative publisher, neglected to file copyrights for works submitted (refer to Exhibit 11-A and 11-B). I was copyrighting all my works prior to signing with Zomba.

The song entitled "What Can I Say To You To (Justify My Love?) performed by Hi Five and Nuttin NYCE, placed on Jive's Label, was released on four (4) projects; Hi Five's Album, Hi Five's Greatest Hits album, released as a single, and on Nuttin NYCE's album. I never received ownership papers or proper documentation for a song that I was given writers credit for .- (refer to Exhibit 3-A & 3-B.

It has also been brought to my attention that works in question has been released overseas with my vocals used without my consent.

Zomba, as of March 15, 1996, made an offer of \$1,000.00 and a release agreement, which, of course, releases them from any lawsuits that I may file in the future. I refused this offer

simply because I know it was an attempt to minimize my situation and make light of damages incurred. Since dealing with Zomba and associates, I have had to have surgery in order to remove a 4 inch cyst that the doctor says more likely derived from stress. I have been threatened and told that I have been blackballed from the music industry. I have had my family members assaulted and I have had an associate who assist me with this business, shot. Most incidents occurred during the waiting period after notices were sent to Zomba, the four months were the longest months of the year, especially since I had'nt figured out why they were denying my rights and why they did'nt respond to materials that their representatives had stated were acceptable and then turned around and contradicted what was discussed.

Zomba has neglected to honor any of their few responsibility to me after receiving my signature on contracts. Zomba failed to correct dispute caused by Zomba between Hatcher and myself, then deliberately caused conflict between myself and Art & Rhythm, let's not forget the conflict started between writers on their staff of writers.

Anyone can glance at songs listed in contract on page 23 and copyright copy in exhibit's 5-A, 5-B, 11-A, 11-B, 11-C, in addition to this, compare them to songs done by artist mentioned in casting list and songs on the charts. The copyright copies of songs listed in collection I and the songs from Collection' II and Collection IV have repeated similarities in titles and lyrics, one after the other. As you compare song titles and lines, it will be easy to identify the Who?, What? and When?, even the Why?, Sure people have the same ideas at some point and time, however, contract dated 10/18/93 list songs and from this list, anyone can

conclude that these songs, recognized in contract, has been used one by one, compare to works released over summer of 94,95, and 96. The coincidence of this happening by mistake or simply by chance is impossible considering how many songs were used and who had access.

I signed with Zomba due to the fact that I had worked with other local production companies and the contract referred to all works before and after, this was to protect me from having my works stolen or misrepresented. It turns out that they were responsible for infringements or aware of copyright infringements prior to presenting contracts to me (refer to casting list in exhibit's 8-A & \*-B, shows names of contacts I made earlier in my career).

As I back trace my steps with the music industry, I have found out that person I previously worked with were always in connection to one label or another, I learned that demos and works that were done in order to advance my career were reworked and placed on major artist, proving this is easy with copyrights and other documentation in my possession. For years I have been a victim of this music industry, while I struggled to fit in, it was never either parties intent to assist but to retrieve fresh ideas in order to rework and not have to share monies or credit. They can have their industry, however, I must insist on a proper settlement to make amends for the damages I've encountered while pursuing my goals. I am <sup>too</sup> multi-talented to waste my skills on inappreciative, greedy companies who do not recognize me as a very intelligent human being.

This correspondence is in reference to Copyrights filed  
January 7, 1993- Collection I - TIWANDA - PAU 1 720 136.

Please note and compare:

Song No. 3 "And For You, I would have done anything"  
is same as Stevie Wonder's "For Your Love, I Would Do  
Anything".

as you go down the list to

Song No. 5 "Don't Stop, Doing What You're Doing", lyrics  
format and melody is exactly the same as Boyz To Men's  
"Uhh, Ahh".

Song No. 8 "Lovestruck" has the same title as a jazz  
artist's tune with exactly the same title.

Song No. 13 "I'd Like To Get To Know You" , also co-  
written by Darrell Strickland (who just recently informed  
me that Babyface is his cousin), this song has the same  
beginning except for the fact that they wrote the word  
'would' instead of 'I'd' in the Brandy song entitled  
"I Wanna Be Down", released on Warner Bros. Was Babyface  
the producer?

The poem listed as #20 entitled "Husband", was infringed  
upon, there are two or three lines used in SWV's, "Anything";  
also, in addition to using this poem, "It's up to You",

written for a local campaign, was used in this same song.

\*\*Please refer to Exhibit 11-B - In reference to split sheets as to show that some songs in question were obtain, tracking people involved and comparing these works to released projects, of which, they were involved with after having worked with me to obtain lyrical content and ideas.

\*\*\*Refer to Exhibit 5-B, Co-Publishing Agreement, page 23 -provides additional list,from which songs were taken and reworked in the same manner or in some cases, songs were blatenly infringed upon (some titles are the same also).



# CERTIFICATE OF REGISTRATION



OFFICIAL SEAL

This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*[Signature]*  
REGISTER OF COPYRIGHTS  
United States of America

FORM PA

UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

PA 1 720 136

PA

(PAU)

EFFECTIVE DATE OF REGISTRATION

JAN 07 1993

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

TITLE OF THIS WORK ▼

COLLECTION I - T I W A N D A

PREVIOUS OR ALTERNATIVE TITLES ▼

NATURE OF THIS WORK ▼ See instructions

\*SEE ATTACHMENT\*

18-SONG LYRICS and MELODY, 1-RAP, @ 2-POEMS

NAME OF AUTHOR ▼

TIWANDA LOVELACE

DATES OF BIRTH AND DEATH

Year Born ▼ 1967

Year Died ▼ N/A

Was this contribution to the work a "work made for hire"?  
☒ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
Citizen of ▼ U.S.A.  
OR  
Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☒ Yes ☐ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

18-SONG LYRICS AND MELODIES, 1-RAP, & 2-POEMS

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

\*SEE ATTACHMENT FOR CO-AUTHORS NAMES FOR 3 TUNES\*

Was this contribution to the work a "work made for hire"?  
☒ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
Citizen of ▼ U.S.A.  
OR  
Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☒ No  
Pseudonymous? ☐ Yes ☒ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

EACH CO-AUTHOR HELPED TO COMPLETE 1 SET OF LYRICS AS LISTED (3/18)

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼

Year Died ▼

Was this contribution to the work a "work made for hire"?  
☐ Yes  
☐ No

AUTHOR'S NATIONALITY OR DOMICILE  
Name of Country  
Citizen of ▼  
OR  
Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
Anonymous? ☐ Yes ☐ No  
Pseudonymous? ☐ Yes ☐ No  
If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of the material created by this author in which copyright is claimed. ▼

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases.  
1992 Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
Complete this information ONLY if this work has been published.  
Month Day Year

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

TIWANDA LOVELACE  
19478 GRANDVILLE  
DETROIT, MI. 48219

TRANSFER If the claimant(s) named here in space 4 are different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
JAN 07 1993 FEB 22 1993

ONE DEPOSIT RECEIVED

JAN 07 1993

TWO DEPOSITS RECEIVED

REMITTANCE NUMBER AND DATE

MORE ON BACK ▶  
• Complete all applicable spaces (numbers 5-9) on the reverse side of this page.  
• See detailed instructions.  
• Sign the form at line 8.

DO NOT WRITE HERE  
Page 1 of 1 page

NOTE

Under the law, the "author" of a work must be the person who created the work.

Under the law, the "author" of a work must be the person who created the work. This is not the case for works made for hire. In such cases, the employer or other person who commissions the work is considered the author. For more information, see the Copyright Office website at www.copyright.gov.

055545689

CONTINUATION OF (Check which): ☐ Space 1 ☐ Space 4 ☐ Space 6

\* COPYRIGHTS FILED

COLLECTION I - T I W A N D A



- ✓ 1. I GIVE MY ALL WHEN I'M IN LOVE
2. LOVING YOU FOREVER
- ✓ 3. AND FOR YOU, I WOULD HAVE DONE ANYTHING
4. IN THE DARKNESS
- ✓ 5. DON'T STOP - DO'IN WHAT YOU'RE DO'IN
6. JUST COME TO ME AND YOU WILL SEE YOU'RE LOVED
7. JUST COME TO ME
- ✓ 8. LOVESTRUCK
9. IT'S SINFULL
10. STEP TO ME
- ✓ 11. I'LL BE THERE
12. EYES DON'T LIE
- ✓ 13. I'D LIKE TO GET TO KNOW YOU W/ DARRELL STRICKLAND
14. I NEED A LOVER, NOT A FRIEND W/ DARRELL FARLEY
15. HOLDING ME CLOSE W/ SOPHISTICATED MINK
16. I'M OVER YOU NOW
17. CAN IT BE?
18. LET LOVE LIVE IN US FOR A WHILE
19. FIRST LOVE - RAF LYRICS ONLY
20. POEM - MY HUSBAND
21. POEM - FOR THE CHILDREN

This correspondence is in reference to Copyrights filed April 14, 1995 (songs were sent to Zomba to be copywritten and administered- needless to say they never took care of copyrights; they refuse to admit to having my materials). Collection IV - "Better Safe Than Sorry", PAU 2 025 249 has 24 songs and 3 poems.

"Hanging Out On The Down-Low", written and submitted to Zomba; then, Bryan McKnight dropped a song using this frase. R. Kelly dropped a song with same title, both using 'down-low'. R. Kelly is with Jive Record and Zomba has contacts with most label's.

"You Gotta Believe" by Mary J. Blidge uses lines word for word as it is in my song entitled "once You Know Love".

In reference to Exhibit 5-B, this is a step by step breakdown of how songs were used one by one, this is too much coincidence to accept as just 'chance'.

Song No. 7 "I can't get enough", has the same title as a jazz tune, by Vibra Phonics (recent release)

Song No. 10 "Lies/ If U Loved Me", has the same title and the same hook, melody, and is in the same area as Brownstone, MJJ's label release "If You Love Me".

Song No. 11 "Slammin 1/I Like The Way You Move Me" has the same title as Kia's Label artist Kut Klose who just released "I Like The Way You Move Me", the only difference is the hook/chorus has exact same words just slowed down.

Song No. 2 "Will You Love Me Tomorrow", is the same as song released by artist unknown at present, however, this information can be easily obtained.

Song No. 6 "Come Inside" was also infringed upon.

## Summary Regarding Warrant

Lovelace is addressing the finding and issuance of a warrant for probation violation due to non-payment of restitution. The active (9) nine year old warrant was issued without notice of hearing or just cause when Georgia Probation Officer produced misleading information to courts in reference to probationer (Lovelace).

Georgia Probation officer presented a violation report to a judge (allegedly-Snead) who had not previously ruled on this case. Georgia Probation officer, with full knowledge that this case had been to Michigan Probation office for supervision of all aspects of sentencing order and with full knowledge that Lovelace was reporting in Michigan, as directed; yet, manipulated the system to satisfy a personal grudge.

Even after Michigan Probation office returned the Inter-State Case Report dated August 2, 1993 - (3) three months after warrant was issued), stating that Lovelace was reporting as directed, the warrant was never recalled and no attempt to serve notice of hearing. Lovelace is seeking to have this warrant recalled/quashed.

Lovelace is addressing her First Offender's Act which was changed to conviction without hearing or notice of hearing or revocation proceedings. Lovelace seeks to have this conviction declared void and/or record expunged which would have the effect of removing the probation violation status and would begin to relieve her of some of the collateral consequences flowing from this status.

This constitutes a concrete injury, especially since this would actually be her first and only offense being that she was given the First Offender's Act. Lovelace has suffered from deprivation of rights, loss of liberty by being forced to resign repeatedly from gainful employment, having employers retract employment offers and by having employment opportunities limited.

Lovelace is also addressing the obviously questionable, inaccurate information provided and maintained on her C.J.I.S. and G.C.I.C. - criminal background Reports. Records reflect multiple arrests, repeated offenses, provides misleading transmittals; when 4 of 5 items listed are in reference to same original First Offender Act offense. Dates and charges are inaccurate and/or inaccurately presented in violation of Georgia Code 16-9-93 – Misleading Transmittals and Guidelines for C.J.I.S. System.

Lovelace began to take steps to correct and challenge the accuracy of her background report pursuant Title 28, C.F.R. Section 16.34 and by contacting all governmental agencies involved with providing the challenged information and the issuance of the warrant.

Lovelace seeks damages under 42 U.S.C – 1982 upon establishing use of wrong procedures and reaching wrong results. Lovelace seeks damages for violations of Due



Process Clause. Lovelace seeks damages for misleading transmittals. Also seeks damages for lost wages, mental, emotional distress and other concrete injuries.

The Complaint was filed against Dekalb County Police on March 11, 2003.

PACER clearly shows that the Judge ordered the Clerk's Office to provide me with docs to complete and return to court in order that Clerks could serve Defendants. Pacer shows that I completed ALL docs (which included service, summons and complaint). Defendants based their defense on blaming plaintiff, his own staff and hiding behind laws.

Although; in fact, each party was served and I had submitted proof of letters sent prior to filing suit which notified Dekalb police, Judge and District Attorney's regarding error and lack of notice of hearing. I submitted to each; copies of Probation Report proving plaintiff was reporting which supported that no attempt to locate was made, transcript of trial and sentencing, Conditions of Probation and Request for Correction.

All attempts to resolve the matter of incorrect maintenance of criminal history, violations of rights to Notice of Hearing for Probation Revocation and modification of records were ignored demonstrating 'deliberate indifference.'

Each violation were committed by the Defendants while acting 'under color of law.' Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

Due to the sudden and unwarranted switching of judges, denying Notice of Service of Summons and directing the focus away from the pertinent facts which provided factual basis for legal claims - Justice was circumvented.

## Copy of Initial Warrant for Arrest

### NON EST INVENTUS

The undersigned officer hereby certifies that a thorough and diligent search for the probationer listed in this warrant and affidavit has been made at but not limited to places of abode, known places of frequencies, and others and that His/Her whereabouts are unknown and cannot be located.

Signed this 19<sup>th</sup> day of May,  
19 93 at Decatur,  
(City)

DeKalb, Georgia.  
(County)

[Signature]  
Signature of Officer  
Probation Officer  
Title

ONE ORIGINAL

RECEIVED  
DEKALB COUNTY  
SHERIFF'S DEPT.  
MAY 27 AM 11:05

STATE OF GEORGIA  
COUNTY OF DeKalb  
STATE  
vs

LOVELACE, Tiwanda Gail #89CR2414

### AUTHORITY TO ARREST

Received 19

Executed 19

By \_\_\_\_\_

Title \_\_\_\_\_

SOCIAL SECURITY NO. [REDACTED]

DATE OF BIRTH [REDACTED]

RACE Black

SEX Female

EXPIRATION DATE 7-31-97

Duane Timmons, #10  
Probation Officer I  
Central DeKalb Probation  
(404) 370-5113

That small print on the warrant says:

"The undersigned officer hereby certifies that a thorough and diligent search for the probationer listed in this warrant and affidavit has been made at but not limited to places of abode, known places of frequencies, and others and that his or her whereabouts are unknown and cannot be located..."

**Although per Inter-State Case Reports, Lovelace was reporting to Michigan Probation AS DIRECTED by Courts, there were no efforts were made to contact and/or provide Notice of Hearing.**

## INTER-STATE CASE REPORT

Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the County of Dekalb.

There is currently a warrant for her arrest, that was issued by Georgia authorities, therefore, we are closing interest in this case.

Approved by:

James L. Anderson, Supv.

TO		DATE
COMMENTS:		
BERRY M. JOHNSON		SUPERVISOR OF INTERSTATE

**This is an outright lie because Michigan's Inter-state Probation report clearly states that Lovelace was reporting. Lovelace's address and contact information was on file. This warrant was signed May 19, 1993 expired July 31, 1997.**

**There was no attempt to contact and there was never  
any attempt to execute the warrant.**

This warrant was issued May 19, 1993, Lovelace was reporting as directed to Michigan Probation and continued reporting for (3) three months afterwards (unaware of any warrants). Reporting until advised that she didn't have to report by her Michigan Probation officer.

Lovelace was advised by authorities that the warrant itself was enough justification in changing her First Offender Act sentence to a Conviction.

Again, there was no notice of hearing, revocation hearing, or opportunity to be heard. Refer to Exhibit 3-C.J.I.S. background investigation report shows changes made. C.J.I.S. contains inaccurate information in reference to the same case. Dates and charges are incorrect and misleading when it implies repeated offenses. The same case was listed as multiple, repeated offenses, (clearly a violation of Georgia Code 16-9-1993 – Misleading Transmittals).

The Due Process Clause of the Fourteenth Amendment specifies proper procedures to adequately protect the probationer against revocation of probation in a constitutionally unfair manner. Pp. 610-614.

Procedures include service of written notice to the probation violations, disclosure of evidence against him or her, and opportunity to be heard in person and to present documentary evidence, the right to cross-examine witnesses, a written statement by the fact-finder as to the evidence relied on and reasons for revoking probation, and the right to assistance of counsel.

In fact, Lovelace was forced to resign from gainful employment, which she attributed to the employer's unfamiliarity with the First Offender's Act but Lovelace discovered years later of the inaccuracies and invalid information on her background reports.

Lovelace began to take steps to correct and challenge the accuracy of her background report pursuant Title 28, C.F.R. Section 16.34 and by contacting all governmental agencies involved with providing the challenged information and the issuance of the warrant.

C.J. I.S. shows that Lovelace's First Offender Act was changed to conviction, despite the fact that no sentence should be modified without prior notification to all parties and hearings on the matter. No contact was made and no notice served.

A probation violation must therefore be such as to make it logical for the State to conclude that its initial decision to choose probation under the First Offender's Act should not be abandoned.

## Warrant Used to Take Public Housing in Nevada



U.S. Department of Housing and Urban Development  
Office of the Inspector General  
300 Las Vegas Boulevard South, Suite 2914  
Las Vegas, Nevada 89101  
Office: (702) 366-2144 Fax (702) 388-5830



December 7, 2005

Mr. Carl Rowe  
Executive Director  
Clark County Housing Authority  
5390 East Flamingo Road  
Las Vegas, Nevada  
89122

SUBJECTS: [REDACTED]

(3.) Tiwanda Lovelace (SSN: 381-80-7045) (DOB: 7-2-67)  
[REDACTED]

Dear Mr. Rowe,

The U.S. Department of Housing and Urban Development (HUD), Office of Inspector General (OIG), is currently in the process of reviewing section 8 tenants / public housing tenants for active arrest warrants.

Contact with the listed police agencies [REDACTED]

[REDACTED] (DeKalb County, Georgia for Lovelace) disclosed that they are unable to extradite to the States of [REDACTED] and Georgia because of budgetary constraints. The arrest warrants for the above listed individuals are still valid and potentially violate the lease agreements with your housing agency. A copy of the arrest warrants/printouts are attached.

This information is being forwarded to your office for any administrative action that you deem appropriate. Please advise this office within 60 days from the date of this letter of the termination actions you propose to take. Please contact Special Agent Murray Stravers at (702) 366-2144 if you need additional information. Thank you for your assistance in this matter and we look forward to a continued positive working relationship with you and your staff.

Sincerely,

James Beaudette  
Special Agent in Charge  
HUD Office of Inspector General

Why did this police agency state that the warrants were valid in 2005 but unable to execute due to budgetary constraints but when I lived in Georgia 2003/2004 there were no efforts to arrest? I believe the warrant was serving its purpose, to inflict damage, hinder and harm.



11-09-05, 20:22 From-Dekalb County Sheriffs Warrants +4042988201 T-100 P.002/003 F-299

**I didn't expand on the fact that a warrant was issued conveniently during the days when I was suffering through retaliation and my torturous days of being forced to listen to all my 'gutted' works on the radio, etc...**

**The timing of the execution of this warrant was in sync with everything that was going on around my trials with seeking**

assistance from attorneys and all of the many groups. I had filed the copyrights listed below and they were processed just months prior to the illegally obtained warrant being issued.

1. PAU001720136 / January 7, 1993 "Collection I - Tiwanda."  
Lovelace, Tiwanda, 1967 - 18 SONG LYRICS AND  
MELODIES, 1 RAP, 2 POEMS
2. PAU001721382 / March 4, 1993 "Collection II - Tiwanda."  
Lovelace, Ne Ne - 6 SONG LYRICS AND MELODIES,

**Partial Transcript of Initial Criminal Proceedings  
says Court will not issue warrant if unable to pay!**

CI

IN THE SUPERIOR COURT FOR THE COUNTY OF DEKALB  
STATE OF GEORGIA

THE STATE OF GEORGIA	)	
	)	
vs.	)	CRIMINAL ACTION CASE
	)	NO. 89-CR-2414-8
TIWANDA GAIL ROBINSON	)	
LOVELAC	)	
Defendant.	)	

**COPY**

Transcript of plea proceedings in the above-captioned case held before the HONORABLE LINDA WARREN HUNTER, SUPERIOR COURT JUDGE, on July 31st, 1992, in Room 506 of the DeKalb County Courthouse, Decatur, Georgia.

FILED  
DEKALB CO. GA.  
JUL 31 1992  
CLERK OF SUPERIOR COURT  
DEKALB COUNTY, GA.

**APPEARANCES OF COUNSEL:**

GREGORY GIORNELLI, ASSISTANT DISTRICT ATTORNEY, DeKalb County Courthouse, Room 707, Decatur, Georgia 30030, on behalf of the STATE.

CORINNE MULL, ASSISTANT PUBLIC DEFENDER, 120 West Trinity Avenue, Room 408, Callaway Building, Decatur, Georgia 30030, on behalf of the DEFENDANT.

TAMMY S. HOFFMANN  
Official Court Reporter  
Stone Mountain Judicial Circuit

**Cover Page of Transcript**

1           you on probation for five years in that  
2           particular count of the indictment. You will  
3           have to pay restitution in the amount of \$4600.  
4           It is my understanding that you stipulated to  
5           that amount and you waive any right that you  
6           have to a restitution hearing; is that correct?

7           THE DEFENDANT: Yes, I agree.

8           THE COURT: You will also have to perform  
9           96 hours of community service and that will be  
10          whatever type of community service that is  
11          assigned by the probation department in  
12          Michigan. You will have to report until you are  
13          discharged from reporting by either the  
14          probation department or by the Court. Do you  
15          have any questions concerning the sentence?

16          THE DEFENDANT: No.

17          THE COURT: All right. Ms. Lovelac,  
18          because your sentence is five years or greater  
19          you do have the right to ask for a review of  
20          this sentence if you think it is too harsh, if  
21          you think the sentence should be different, you  
22          can ask for a review of this sentence by the  
23          Superior Court Sentence Review Panel. You have  
24          30 days to ask for a review of your sentence.  
25          They can consider reducing the sentence, they

I was meeting all of my requirements...

1 cannot increase the sentence.

2 If you would like to have the sentence  
3 reviewed and you can't afford an attorney to  
4 represent you, I will appoint Ms. Mull to  
5 represent you in that review. But the important  
6 thing is you only have 30 days from the day you  
7 enter your sentence, which is today, to ask Ms.  
8 Mull to file a review on your behalf. Do you  
9 understand that right?

10 THE DEFENDANT: Yes, I do.

11 THE COURT: Do you have any other questions  
12 or any questions?

13 THE DEFENDANT: No. Well --

14 MS. MULL: Go ahead, ask.

15 THE COURT: This is the time to ask right  
16 now, because when you go back to Michigan it is  
17 going to be too late.

18 THE DEFENDANT: That is what I was asking  
19 about, the probation can transfer? She said it  
20 will be according to my income as far as the  
21 payments on the probation.

22 THE COURT: Right. You have to report,  
23 regardless. You don't need money to perform  
24 community service. If it is just a matter -- if  
25 Michigan sends back down a warrant saying you



1 have not paid the restitution and that is the  
2 only thing, I would have you come back to  
3 Georgia and we would have a walk in hearing, if  
4 we could get you to come back on your own, I  
5 wouldn't have you arrested, I would find out  
6 whether or not you still have a job. If the  
7 payments are too high and we can always give you  
8 more time to pay the money.

9 If they send back a warrant and not only do  
10 they say she hasn't been paying the restitution  
11 but you they haven't seen you in two or three  
12 months, of course, we can't set up a walk in  
13 hearing. If they send back a warrant, it has  
14 been a year now, you haven't done any of the  
15 community service, or it has been a year, you  
16 have only shown up two or three times, I would  
17 sign the warrant, because you don't need money  
18 to perform community service. But they should  
19 set up an installment plan for you to pay the  
20 restitution. The important thing is for you to  
21 report, regardless. I absolutely never sign a  
22 warrant if the only thing it says is somebody  
23 hasn't paid the money.

24 THE DEFENDANT: Okay. And I won't have to  
25 wait for them to transfer it?

Judge advised when sentencing that Courts would not issue a warrant for nonpayment of restitution. BOTH; Georgia and Federal Statutes state that revocation of probation for nonpayment is fundamentally unfair and compares to 'punishing the poor.'

## Conditions of Probation



### CONDITIONS OF PROBATION

40F25

STATE OF GEORGIA

SENTENCE NUMBER 37-108-98520

VS

OFFENSE Theft by Taking

COURT Superior

TIWANDA GAIL LOVELACE

JUDGE Walter W. Hamilton

You, having been granted Probation by the Court in the above styled case, are furnished, herewith, a copy of the Conditions of Probation. Violation of any of them can result in your arrest and the possible revocation of your Sentence.

#### THE CONDITIONS OF PROBATION ARE AS FOLLOWS:

- 1) Be of good behavior, avoiding narcotics and excessive use of alcoholic beverages.
- 2) Report to your Probation Officer at such time, place, and as often as he may require, and permit such Officer to visit you at home or elsewhere.
- 3) Associate with people of reputable character and avoid places of bad reputation.
- 4) Submit to any rehabilitative service and/or drug testing as directed by the Probation Office.
- 5) Work faithfully at suitable employment insofar as may be possible.
- 6) Notify your Probation Officer immediately of any change of address. Obtain prior permission to move outside the jurisdiction of the Court or leave the State for any period of time.
- 7) Support your legal dependents to the best of your ability.
- 8) Violate no Local, State or Federal Penal Laws.
- 9) If permitted to move or travel to another state, waive extradition from any jurisdiction where you may be found and not contest any effort by any jurisdiction to return you to this state.
- 10) You MUST make your payments to the DeKalb Probation Office and make them exactly as you are instructed. You MUST use your full name and put your Sentence Number on each payment when you mail it so that this office can properly identify your case. NO PERSONAL CHECKS.

MAIL PAYMENT TO:

Central DeKalb Probation  
547 Church Street  
Decatur, Ga 30030

(404) 370-5113

You must perform 96 Hours CS.

OTHER SPECIAL CONDITIONS ORDERED BY THE COURT ARE THAT: You must report upon arrival to Michigan Probation to Ms. Grand Ramirez at (513) 224-2640. You can not find out your sentence until you have been accepted in Michigan.  
You are to make Restitution in the amount of \$ 46.00. You are to pay a Fine in the amount of \$ NA, plus a Post Fee of \$ —; said payments to be made at the rate of \$ 46.00 per month, beginning 8/16/92. You are to pay a Probation Fee in the amount of \$ NA, payable at the rate of \$ — per —, beginning —.

Your Probation Officer is K. Furdy, Telephone Number (404) 370-5113

OFFICE HOURS: 8:00 A.M. to 5:00 P.M., Monday through Friday, except Holidays.

THE CONDITIONS OF PROBATION AS OUTLINED ABOVE HAVE BEEN READ AND/OR EXPLAINED TO ME BY Kassidy Furdy. I FULLY UNDERSTAND ALL OF THE CONDITIONS OF PROBATION AND I, HEREBY, ACKNOWLEDGE RECEIPT OF A COPY OF THE CONDITIONS OF PROBATION.

8/7/92

DATE

Tiwanda Lovelace  
Signature of Probationer

# Employment Hindered Due to Background Modification

Tiwanda Lovelace

**From:** Karen Belleni  
**Sent:** Friday, May 06, 2011 4:22 PM  
**To:** Tiwanda Lovelace  
**Subject:** Confidential - Criminal History Record  
**Attachments:** DPS-008-X Request Copy Criminal Record for Challenge.pdf  
**Importance:** High

CONFIDENTIAL

Good afternoon Ms. Lovelace,

As you are aware, the Department of Employment, Training and Rehabilitation requires a background investigation to be conducted on employees at time of hire. Your fingerprint check came back with information that is not consistent with your application.

Here is a link to the FBI's website, which provides instructions on how to obtain a copy of your FBI criminal history record: [http://www.fbi.gov/about-us/cjis/background-checks/background\\_checks](http://www.fbi.gov/about-us/cjis/background-checks/background_checks)

To challenge the record, you need to contact the agency that reported the information to the FBI. ("All data is obtained from fingerprint submissions or related identification forms submitted to the FBI by local, state, and federal agencies. As a result, the responsibility for authentication and correction of such data rests upon the contributing agency (i.e., police department, county court, etc.). Please contact this agency or the central repository in the state where the arrest occurred to request a change, correction, or update. The FBI is not authorized to modify the record without written notification from the appropriate criminal justice agency.")

After you receive the information you must take necessary steps to:

- Contact the arresting agency.
- Have the disposition added to the file.

You may contact the Criminal History Repository for the State of Nevada and get a copy of your Criminal History Record. I have attached the form you will need for this process. Please complete the attached form and mail or fax back to them. If you need to contact the Repository, the phone number is (775) 684-6262. After you receive the information you must take necessary steps to:

In order for the Repository to assist you, you will need your APCN number and agency account number. Your APCN number is PS0327430A and the agency account number is 150708.

Please provide the information to me no later than May 27, 2011. Thank you for your immediate attention. Please do not hesitate to contact me should you have any questions.

-Karen

Karen Belleni, CPM  
Personnel Officer III  
Nevada Department of Employment, Training & Rehabilitation  
2800 E. St. Louis Avenue  
Las Vegas, NV 89104  
Phone: (702) 486-6152  
Fax: (702) 486-0159  
TTY: 800-326-6868 or Nevada Relay 711

775 684 6294

While working for the State of Nevada as an Unemployment Insurance Rep., my background was questioned. They chose not to offer permanent position.



# Loss of Employment Due to Warrant and Modification of Record Delta Airlines



Atlantic Southeast Airlines, Inc.  
100 Hartsfield Centre Parkway  
Suite 800  
Atlanta, GA 30354-1356

DATE: 10/ 21 / 2002

To: Tiwanda Lovelace

From: Michael A. Murphy

Subject: New Hire Approval For Employment

## Congratulations!

On behalf of Atlantic Southeast Airlines, it is our pleasure to extend an offer of employment contingent on successful completion of our initial orientation/training session. Your 5 day class is scheduled to start on **Monday November, 4 2002**. Attendance is required for all days and all parts of all days. Dress will be business casual. Class will begin promptly at 8:00 AM and will last until 5:00 PM each day with an hour being designated for lunch. Class will be held in the ASA building - 3<sup>rd</sup> Floor- Classroom #1.

### FAILURE TO BRING THIS CONFIRMATION LETTER AND THE REQUIRED MATERIAL ON THE FIRST DAY OF CLASS WILL RESULT IN DISMISSAL.

- Attached is an I-9 form which must be completed during orientation. Please note that you are required to bring to orientation one document from list A. OR two documents....one from list B. And one from list C. A valid driver's license and a social security card will be sufficient. If you do not have these documents, please choose other acceptable documents from list B. And list C.
- For married employees, spouse's social security number and date of birth are required; if spouse's last name differs, a marriage certificate is required.
- Full legal name, date of birth and social security number is needed for all natural born children; if last name differs, a copy of birth certificate is required.
- Copy of school identification of children 19-23 years of age unmarried and full time students; a current schedule with total number of credit hours and a signed letter from registrar's office is required.
- Stepchildren 18 years and under living in the employee's home full-time; a copy of birth certificate and social security number is required.
- Legally adopted children require a copy of Adoption Placement Order.
- Full legal name and date of birth are required for parents; if step-parent is involved, a copy of marriage certificate is required.

Please be advised that failure to provide any of the above documentation will result in the delay of your flight and medical benefits.

Sincerely,

Michael A. Murphy  
ACS Recruiting Coordinator  
404 766-1400 EXT:2422 /FAX 404-763-8397



These are just a few of the many employment opportunities lost.

# C.J.I.S. Criminal Background Report

DATE: 10/22/2002  
RESULT: 5

## UNITED STATES OFFICE OF PERSONNEL MANAGEMENT INVESTIGATIONS SERVICE

\*\*\*\*\* CASE CLOSING TRANSMITTAL  
\*\*\*\*\*

CLOSED: 10/22/2002

CASE #: 03K72953 TYPE/SERVICE: SAC - 35  
EXTRA COVERAGE:  
NAME: LOVELACE, TIWANDA G  
SSN: 381-80-7045 DOB: 07/02/1967 POSITION:

\*\*\*\*\* MAIL TO

\*\*\*\*\*

SON: 482F  
ATLANTIC SOUTHEAST AIRLINE  
ALLANTIC SOUTHEAST AIRLINE INC  
ADMINISTRATION  
100 HARTSFIELD CENTRE PKWY  
SECURITY  
SUITE 800  
ATLANTA, GA 30354

\* SOI: TD26  
\* D/TRANSPORTATION  
\* FEDERAL AVIATION  
\* OFFICE OF CIVIL AVIATION  
\* ACO200/RM 312  
\* 800 INDEPENDENCE AVE, SW  
\* WASHINGTON, DC 20591

\*\*\*\*\*

AGENCY DATA:

OPM ADJUDICATION: NOT APPLICABLE

THE ITEM INFORMATION SUMMARIZED BELOW, AND ANY REPORTS OF  
INVESTIGATION, INQUIRY FORMS AND/OR OTHER ATTACHMENTS WITH THIS  
TRANSMITTAL, COMPLETE THE INVESTIGATION REQUESTED ON THE PERSON  
IDENTIFIED ABOVE.

THIS CASE HAS BEEN ELECTRONICALLY TRANSMITTED TO THE AGENCY

\*\*\*\*\* ITEM INFORMATION  
\*\*\*\*\*

ITM	TYPE	ITEM IDENTIFICATION/LOCATION	CM RESULTS
*****	*****	*****	*****
B01		FBIF 263294HA5	L RECORD

\*\*\*\*\* END CASE CLOSING TRANSMITTAL  
\*\*\*\*\*

\*\*\*\*\* FBI ARREST RECORD TO FOLLOW \*\*\*\*\*



UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF0Z

ICN IFCS0004000018734535

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE  
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI IDENTIFICATION RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI. IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE INFORMATION ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING THE DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE THE APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED TO DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR OTHERWISE DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD ARE SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI NO.	DATE REQUESTED
LOVELACE, TIWANDA GAIL	263294HA5	2002/10/22
SEX	RACE	BIRTH DATE
F	B	1967/07/02
HEIGHT	WEIGHT	EYES
504	155	BRO
HAIR	BIRTH PLACE	
BLK	GEORGIA	
FINGERPRINT CLASS	PATTERN CLASS	CITIZENSHIP
PM DI DI 27 13	WU WU WU WU RS WU WU WU LS LS	UNITED STATES
DI DO PO 23 14	RS	
	AU	
		WU

OPM CASE NUMBER: 03K72953      CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUFOZ  
PART 2

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HAS

- 405 ✓ 1-ARRESTED OR RECEIVED 1987/06/11 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470  
CHARGE 1-SIMPLE BATTERY-1CT M
- 2-ARRESTED OR RECEIVED 1988/10/27 SID- GA1308973A  
AGENCY-COUNTY POLICE DEPT LAWRENCEVILLE (GA0670200)  
AGENCY CASE-39931 NAME USED-LOVELACE, TIVANDA GAIL  
CHARGE 1-CRIMINAL ATTEMPT TO COMMIT THEFT BY DECEPTION  
CHARGE 2-GIVING FALSE NAME  
CHARGE 3-BAD CHECK
- COURT-SUPERIOR COURT LAWRENCEVILLE (GA067015J)  
CHARGE-THEFT BY DECEPTION  
SENTENCE-  
DISP- DISMISSED; SENT- NOLLE PROSSED DKT#89B05774  
CHARGE-GIVING FALSE NAME/INFORMATION TO POLICE  
SENTENCE-  
DISP- DISMISSED, SENT- NOLLE PROSSED
- 3-ARRESTED OR RECEIVED 1988/10/28 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470 NAME USED-LOVELACE, TIWANDA GAIL ROBINSON  
CHARGE 1-FORGERY IN FIRST DEGREE 1CT-F  
CHARGE 2-THEFT BY DECEPTION 1CT-F
- NO COURT-DISTRICT ATTORNEY DECATUR (GA044015A)  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- CONVICTED, SENT- FIRST OFFENDER ACT CHANGED TO CONVICTION  
CONVICTION OCGA42-8-65 B 96HRS COMM SV, PROB- 5Y  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- CONVICTED, SENT- CONCURRENT WITH COUNT ONE, PROB- 12M

END OF PART 2 - PART 3 TO FOLLOW

The arrest were listed and deliberately created to imply repeated and multiple arrest.

OPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUFOZ  
PART 3

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HAS

4-ARRESTED OR RECEIVED 1988/11/15 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470  
CHARGE 1-FORGERY IN THE 1ST DEGREE-F-1CT-N0

COURT-DISTRICT ATTORNEY DECATUR (GA044015A)  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- FIRST OFFENDER ACT 96HRS COMM SV, PROB- 5Y  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- FIRST OFFENDER ACT, SENT- CONCURRENT WITH COUNT ONE

5-ARRESTED OR RECEIVED 1992/06/27 SID- GA1308973A  
AGENCY-SHERIFF'S OFFICE DECATUR (GA0440000)  
AGENCY CASE-136470  
CHARGE 1-FINANCIAL TRANSACTION CARD FRAUD-F-1CT  
CHARGE 2-THEFT BY TAKING-F-2CTS

COURT-SUPERIOR COURT DECATUR (GA044015J)  
CHARGE-FINANCIAL TRANSACTION CARD FRAUD  
SENTENCE-  
DISP- NOT PRESENTED TO GRAND JURY  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- NOT PRESENTED TO GRAND JURY 2CTS CC  
CHARGE-FINANCIAL TRANSACTION CARD THEFT  
SENTENCE-  
DISP- DISMISSED, SENT- NOLLE PROSSED ADDED CHARGE

\* WANTED  
\*  
\* CONFIRM THAT WARRANT IS STILL OUTSTANDING  
\*  
\* AGENCY-SHERIFF'S OFFICE DECATUR (GA0440000)  
\* WANTED-NCIC #W612857969  
\* LOVELACE, TIWANDA GAIL  
\* PROB VIOLATION - SEE MIS (IDENTIFY ORIGINAL  
\* OFFENSE)  
\* CASE #P89CR2414  
\* DATE OF WARRANT 05/19/1993  
\* NOTIFY GA0440000 SHERIFF'S OFFICE DECATUR GA

END OF PART 3 - PART 4 TO FOLLOW

**The arrest were listed and deliberately created to imply repeated and multiple arrest.**



OPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF0Z  
PART 4

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HA5

RECORD UPDATED 2002/10/22

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON  
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL  
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

## Notice of Request for Correction/Modification of Criminal Background - DOC

Copy of Letter Requesting for Assistance to Correct Wrongful Actions Prior to Filing Lawsuit

Tiwanda Lovelace  
5450 E. Lake Mead #210  
Las Vegas NV 89156  
Mailing address

November 19, 2002

Department of Corrections  
DeKalb County  
Central DeKalb Probation  
547 Church Street  
Decatur GA. 30030

ATTN: Probation Supervisor for K. Funny

RE: Alleged Probation Violation-Tiwanda Lovelace

As set forth in Title 28, CFR, Section 16.34, I would like to challenge the accuracy and completeness of at least (4) four entries in reference to my CJIS background investigation.

I have been before a Judge involving criminal activity twice in my life. Once I was facing a charge of Simple battery (domestic), which was dismissed; the other, Theft by Taking (2 counts= 1 felony and 1 misdemeanor). I was given the First Offender Act, 5yrs Probation, 96 hrs. community service, and restitution.

I have enclosed a copy of the original disposition of the case and a certified copy of Transcript of proceeding, including sentencing; which states clearly the events and conditions of sentencing. Transcript states that non-payment alone would not constitute grounds for the issuance of a warrant, which, in turn would revoke probation and cause or allow the First Offender Act to be changed to conviction (*Refer to TRNSCRPT, pg. 13 line 24 – pg. 14 line 1-6 and lines 20-23*).

*The Court: "If Michigan sends back down a warrant saying you have not paid the restitution and that is the only thing, I would have you come back to Georgia and we would have a walk I hearing, if we could get you to come back on your own, I wouldn't have you arrested, I would find out whether or not you still have a job."*  
*"The important thing is for you to report, regardless. I absolutely never sign a warrant if the only thing it says is somebody hasn't paid the money."*

I have also enclosed a copy of original Conditions of Probation, signed on August 7, 1992 and a copy of an Inter- State Case Report from the Department of Corrections Probation Services dated August 2, 1993. This report advises that I was officially accepted for supervision on December 22, 1992 and states that I was reporting as directed. This report says that Michigan closed interest August 2, 1993 because (3

1 of 2

Figure 1



months prior) Georgia Authorities issued a warrant for non-payment of restitution on May 19, 1993. From the date case was accepted, my address was on file with Michigan but I was never notified of any scheduled hearing to discuss non-payment of restitution, (as stipulated above). (Refer to Inter-State Case Report). *dated 8/2/93*

*"Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the county of Dekalb."*

*"There is currently a warrant for her arrest; that was issued by Georgia Authorities, therefore, we are closing interest in this case."*

In reference to CJIS, No. 3 and No. 4, the dates and charges are not accurate, both are in reference to same case. I was originally arrested on October 28, 1988 for Theft by Taking. I fled until June 27, 1992, (which was 4 years later) I turned myself in to Georgia Authorities. Both No. 3 and No. 4 combined shows 5 different charges and different dates that need to be updated and corrected. (Refer to TRSNCRPT, pg. 3 line 8-11)

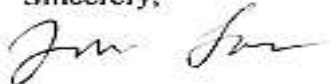
*Attorney: "There was a warrant out for her and she took a plane and came on down here to take care of these matters. And she has been here since June 27<sup>th</sup>."*

In reference to CJIS, No. 5, the date listed here was when I turned myself in for the original and only case from October 28, 1988, (4 years prior). I was fingerprinted again and presented with new case. Assured of my innocence, I complied by submitting a handwriting analysis because I know I did not do it. There was also an issue regarding illegal photo line up used to initiate case. I was advised this was dropped. Transmittals suggest further and continued criminal activity by incorrectly entering information.

In my attempts to have this corrected, I have been forwarded back and forth by phone. I am unsure of whom I should contact, so I requesting corrections thru your offices. This is the first time that I have been given the opportunity to view this background investigation report. Over the last (9) nine years, I have been asked to resign from a decent paying job (which was enabling me to provide for my children. I have been denied the opportunity for a hearing and due process.

This background investigation does not reflect a person who has only been convicted once. Since 1992, I have not been involved with any criminal activity. Due to the compilations of charges, incorrect dates, implications of continued multiple offenses, and denial of due process, I have been condemned and force to suffer grievous loss of opportunities that should have rightfully been attained by myself. The lifestyle free from further criminal activity should have been rewarded with a chance to provide a decent life, instead, I was undercut and disgraced by incomplete and inaccurate information. The Legal documents provided, herein, should be used to assist with clearing these matters in question.

Sincerely,



**They chose to show deliberate indifference and willfully ignored request and supporting documentation for correction.**



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

1/6/2003

Dear Customer:

Here is the proof of delivery for the shipment with tracking number 837772378312. Our records reflect the following information.

---

**Delivery Information:**

---

Signed For By: S.JOHNSON

*S. Johnson*

Delivery Location: 547 CHURCH ST  
Delivery Date: December 27, 2002  
Delivery Time: 0901

---

**Shipping Information:**

---

Tracking No: 837772378312

Ship Date: December 26, 2002

Recipient:  
SUPERVISOR K FUNNY  
CENTRAL DEKALB PROBATION  
547 CHURCH ST  
DECATUR, GA 30030  
US

Shipper:  
T LOVELACE  
5450 E LAKE MEAD 210  
LAS, NV 89158  
US

**Shipment Reference Information:**

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx®  
Reference No.: R2003010600067619372

①

1/6/2003 12:54 PM

Copy of Letter Requesting for Assistance to Correct Wrongful Actions Prior to Filing Lawsuit

## Notice of Request for Correction/Modification of Criminal Background - D.A. Georgia

Tiwanda Lovelace  
5450 E. Lake Mead #210  
Las Vegas NV 89156  
Mailing address

November 19, 2002

District Attorney  
556 N. McDonough Street  
Decatur GA. 30030

ATTN: Attorney

RE: Alleged Probation Violation-Tiwanda Lovelace

As set forth in Title 28, CFR, Section 16.34, I would like to challenge the accuracy and completeness of at least (4) four entries in reference to my CJIS background investigation.

I have been before a Judge involving criminal activity twice in my life. Once I was facing a charge of Simple battery (domestic), which was dismissed; the other, Theft by Taking (2 counts= 1 felony and 1 misdemeanor). I was given the First Offender Act, 5yrs Probation, 96 hrs. community service, and restitution.

I have enclosed a copy of the original disposition of the case and a certified copy of Transcript of proceeding, including sentencing; which states clearly the events and conditions of sentencing. Transcript states that non-payment alone would not constitute grounds for the issuance of a warrant, which, in turn would revoke probation and cause or allow the First Offender Act to be changed to conviction (*Refer to TRNSCRPT, pg. 13 line 24 - pg. 14 line 1-6 and lines 20-23*).

*The Court: "If Michigan sends back down a warrant saying you have not paid the restitution and that is the only thing, I would have you come back to Georgia and we would have a walk I hearing, if we could get you to come back on your own, I wouldn't have you arrested, I would find out whether or not you still have a job."*  
*"The important thing is for you to report, regardless. I absolutely never sign a warrant if the only thing it says is somebody hasn't paid the money."*

I have also enclosed a copy of original Conditions of Probation, signed on August 7, 1992 and a copy of an Inter- State Case Report from the Department of Corrections Probation Services dated August 2, 1993. This report advises that I was officially accepted for supervision on December 22, 1992 and states that I was reporting as directed. This report says that Michigan closed interest August 2, 1993 because (3 months prior) Georgia Authorities issued a warrant for non-payment of restitution on May 19, 1993. From the date case was accepted, my address was on file with Michigan



but I was never notified of any scheduled hearing to discuss non-payment of restitution, (as stipulated above). (Refer to Inter-State Case Report).

*"Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the county of Dekalb."*

*"There is currently a warrant for her arrest; that was issued by Georgia Authorities, therefore, we are closing interest in this case."*

In reference to CJIS, No. 3 and No. 4, the dates and charges are not accurate, both are in reference to same case. I was originally arrested on October 28, 1988 for Theft by Taking. I fled until June 27, 1992, (which was 4 years later) I turned myself in to Georgia Authorities. Both No. 3 and No. 4 combined shows 5 different charges and different dates that need to be updated and corrected. (Refer to TRSNCRPT, pg. 3 line 8-11)


*Attorney: "There was a warrant out for her and she took a plane and came on down here to take care of these matters. And she has been here since June 27<sup>th</sup>."*

In reference to CJIS, No. 5, the date listed here was when I turned myself in for the original and only case from October 28, 1988, (4 years prior). I was fingerprinted again and presented with new case. Assured of my innocence, I complied by submitting a handwriting analysis because I know I did not do it. There was also an issue regarding illegal photo line up used to initiate case. I was advised this was dropped. Transmittals suggest further and continued criminal activity by incorrectly entering information.

In my attempts to have this corrected, I have been forwarded back and forth by phone. I am unsure of whom I should contact, so I requesting corrections thru your offices. This is the first time that I have been given the opportunity to view this background investigation report. Over the last (9) nine years, I have been asked to resign from a decent paying job (which was enabling me to provide for my children. I have been denied the opportunity for a hearing and due process.

This background investigation does not reflect a person who has only been convicted once. Since 1992, I have not been involved with any criminal activity. Due to the compilations of charges, incorrect dates, implications of continued multiple offenses, and denial of due process, I have been condemned and forced to suffer grievous loss of opportunities that should have rightfully been attained by myself. The lifestyle free from further criminal activity should have been rewarded with a chance to provide a decent life, instead, I was undercut and disgraced by incomplete and inaccurate information. The Legal documents provided, herein, should be used to assist with clearing these matters in question.

Sincerely,

  
Tiwanda Lovelace

2 of 2

Copy of Letter Requesting for Assistance to Correct Wrongful Actions Prior to Filing Lawsuit

**They chose to show deliberate indifference and willfully ignored request and supporting documentation for correction.**



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3600

1/6/2003

Dear Customer:

Here is the proof of delivery for the shipment with tracking number **837772378323**. Our records reflect the following information.

---

**Delivery Information:**

Signed For By: D.HILL

Delivery Location: 556 N MCDONOUGH ST 709

Delivery Date: December 27, 2002

Delivery Time: 1027

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**Shipping Information:**

Tracking No: 837772378323

Ship Date: December 26, 2002

**Recipient:**

ASSISTAND O A RM 707  
DEKALB CO COURTHOUSE DA OFFICE  
556 N MCDONOUGH ST 707 ATT ASS  
DECATUR, GA 30030  
US

**Shipper:**

T LOVELAKE  
5450 E LAKE MEAD 210  
LAS, NV 89156  
US

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## Notice of Request for Correction/Modification of Criminal Background - FBI, CJIS

Tiwanda Lovelace  
5450 E. Lake Mead #210  
Las Vegas NV 89156  
Mailing address

November 19, 2002

FBI, CJIS Division  
ATTN: SCU, Mod D-2  
1000 Custer Hollow Road,  
Clarksburg, WV 26306

RE: FBIF 26329HA5

As set forth in Title 28, CFR, Section 16.34, I would like to challenge the accuracy and completeness of at least (4) four entries in reference to my CJIS background investigation.

I have been before a Judge involving criminal activity twice in my life. Once I was facing a charge of Simple battery (domestic), which was dismissed; the other, Theft by Taking (2 counts= 1 felony and 1 misdemeanor). I was given the First Offender Act, 5yrs Probation, 96 hrs. community service, and restitution.

I have enclosed a copy of the original disposition of the case and a certified copy of Transcript of proceeding, including sentencing; which states clearly the events and conditions of sentencing. Transcript states that non-payment alone would not constitute grounds for the issuance of a warrant, which, in turn would revoke probation and cause or allow the First Offender Act to be changed to conviction (*Refer to TRNSCRPT, pg. 13 line 24 – pg. 14 line 1-6 and lines 20-23*).

*The Court: "If Michigan sends back down a warrant saying you have not paid the restitution and that is the only thing, I would have you come back to Georgia and we would have a walk I hearing, if we could get you to come back on your own, I wouldn't have you arrested, I would find out whether or not you still have a job."*  
*"The important thing is for you to report, regardless. I absolutely never sign a warrant if the only thing it says is somebody hasn't paid the money."*

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1 of 2

*"Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the county of Dekalb."*

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*Attorney: "There was a warrant out for her and she took a plane and came on down here to take care of these matters. And she has been here since June 27<sup>th</sup>."*

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This background investigation does not reflect a person who has only been convicted once. Since 1992, I have not been involved with any criminal activity. Due to the compilations of charges, incorrect dates, implications of continued multiple offenses, and denial of due process, I have been condemned and forced to suffer grievous loss of opportunities that should have rightfully been attained by myself. The lifestyle free from further criminal activity should have been rewarded with a chance to provide a decent life, instead, I was undercut and disgraced by incomplete and inaccurate information. The Legal documents provided, herein, should be used to assist with clearing these matters in question.

Sincerely,

  
Tiwanda Lovelace

tl

2 of 2

**They chose to show deliberate indifference and willfully ignored request and supporting documentation for correction.**

Federal Express Corporation  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38154-4643

Telephone 901-369-3600



November 26, 2002

TIWANDA LOVELACE  
LOVELACE  
1470 BOGGS RD APT 1008  
DULUTH, GA 30096

Dear TIWANDA LOVELACE:

Our records reflect the following delivery information for the shipment with the tracking number 836409624873. The information is incomplete and we regret the inconvenience this may cause. However, as stated in the FedEx Service Guide, we assume no liability for our inability to provide a copy of the delivery record.

Delivery Information:

Signed For By: R.DENNEY  
Delivered to: 1000 CUSTER HOLLOW RD  
Delivery Date: November 22, 2002  
Delivery Time: 10:23 AM

Shipping Information:

Tracking No:	836409624873	Ship Date:	November 21, 2002
Shipper:	LOVELACE 5450 E LAKE MEADE APT 210 LAS VEGAS 89156, US	Recipient:	FBI CJIS DIVISION 1000 CUSTER HOLLOW RD , 26306 US

Thank you for choosing FedEx Express. We look forward to working with you in the future.

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**In all this time, I was never given an opportunity to be heard in court and as usually all my factual documentation was ignored.**

## **Below are the filings for Lovelace vs. Dekalb County Police Dept.**

### **Lovelace vs. Dekalb County Police**

I filed another case in the State of Georgia regarding the modification of my criminal background records.

Honorable Judge Linda Warren Hunter ordered that probation case was to be transferred to Michigan Probation office, clearly allocating supervision of all aspects of sentence. (Refer to Exhibit 1-Georgia V. Lovelace.)

Lovelace was reporting as directed to Michigan Probation office for the case mentioned above.

Meanwhile; without any notice of hearing as dictated in sentencing order, a Dekalb, GA probation officer presented another Judge (Snead) with a request for a warrant for probation violation due to non-payment of restitution.

This warrant was issued May 19, 1993, Lovelace was reporting as directed to Michigan Probation and continued reporting for (3) three months afterwards (unaware of any warrants). Reporting until advised that she didn't have to report by her Michigan Probation officer.

Lovelace was advised by authorities that the warrant itself was enough justification in changing her First Offender Act sentence to a Conviction.

Again, there was no notice of hearing, revocation hearing, or opportunity to be heard. Refer to Exhibit 3-C.J.I.S. background investigation report shows changes made. C.J.I.S. contains inaccurate information in reference to the same case. Dates and charges are incorrect and misleading when it implies repeated offenses. The same case was listed as multiple, repeated offenses, (clearly a violation of Georgia Code 16-9-1993 – Misleading Transmittals).

The Due Process Clause of the Fourteenth Amendment specifies proper procedures to adequately protect the probationer against revocation of probation in a constitutionally unfair manner. Pp. 610-614.

Procedures include service of written notice to the probation violations, disclosure of evidence against him or her, and opportunity to be heard in person and to present documentary evidence, the right to cross-examine witnesses, a written statement by the fact-finder as to the evidence relied on and reasons for revoking probation, and the right to assistance of counsel.

In fact, Lovelace was forced to resign from gainful employment, which she attributed to the employer's unfamiliarity with the First Offender's Act but Lovelace discovered years later of the inaccuracies and invalid information on her background reports.

Lovelace began to take steps to correct and challenge the accuracy of her background report pursuant Title 28, C.F.R. Section 16.34 and by contacting all governmental agencies involved with providing the challenged information and the issuance of the warrant.



Lovelace seeks damages under 42 U.S.C – 1982 upon establishing use of wrong procedures and reaching wrong results. Lovelace seeks damages for violations of Due Process Clause. Lovelace seeks damages for misleading transmittals. Also seeks damages for lost wages, mental, emotional distress and other concrete injuries.

The Complaint was filed against Dekalb County Police on March 11, 2003.

PACER clearly shows that the Judge ordered the Clerk's Office to provide me with docs to complete and return to court in order that Clerks could serve Defendants. Pacer shows that I completed ALL docs (which included service, summons and complaint). Defendants based their defense on blaming plaintiff, his own staff and hiding behind laws.

Although; in fact, each party was served and I had submitted proof of letters sent prior to filing suit which notified Dekalb police, Judge and District Attorney's regarding error and lack of notice of hearing. I submitted to each; copies of Probation Report proving plaintiff was reporting which supported that no attempt to locate was made, transcript of trial and sentencing, Conditions of Probation and Request for Correction.

All attempts to resolve the matter of incorrect maintenance of criminal history, violations of rights to Notice of Hearing for Probation Revocation and modification of records were ignored demonstrating 'deliberate indifference.'

Each violation were committed by the Defendants while acting 'under color of law.' Persons acting under color of law within the meaning of this statute include police officers, prisons guards and other law enforcement officials, as well as judges, care providers in public health facilities, and others who are acting as public officials. It is not necessary that the crime be motivated by animus toward the race, color, religion, sex, handicap, familial status or national origin of the victim.

Due to the sudden and unwarranted switching of judges, denying Notice of Service of Summons and directing the focus away from the pertinent facts which provided factual basis for legal claims - Justice was circumvented.

See below that the courts tracking system, Pacer confirms foul play as displayed in INVISIBLE: Living in America without Rights 2013.

**Per Pacer (court records):**

Justice was not served...but the Defendants were – per PACER.GOV!

If I had missed a court deadline for my response, the courts would have made ruling against me. Instead, the courts ignored Pacer court records and my Request for Entry of Default; allowing the injustice to continue.



The Judges did not address that problem with multiple request for correction regarding the Clerk's Office interfering with filings due to:

1. Clerk EXCLUDING A DEFENDANT that was clearly listed on Original Complaint.
2. Clerk did not provide the Judge with correct/updated filings.
3. Clerk not mailing copies to Defendants, although extra copies were provided for service. While certain filings were mailed, others were neglected at their discretion.
4. Clerks deliberately delayed forwarding motions to the Judges.

EVERYTHING was processed and the Defendants – Dekalb County Police did not respond in the time allotted by procedure as directed by courts.

Suddenly and without cause the case was reassigned to a different Judge after Plaintiff (Lovelace) filed for Motion to Request Entry of Default - Months later.

Per Pacer (court records): January 30, 2003 – Judge ordered the Clerk's Office to do their job...

On 01-30-2004, Pacer Court records No. 7 – Order instructs Clerk's Office to list Dekalb county Police to complaint and to forward Plaintiff USM285 forms for completion. This was in response to Plaintiff's Motion for Correction and Notice of Error regarding Clerk's Office excluding defendants, Dekalb County Police Department from the Complaint.

On 02-17-2004, Pacer Court records No. 8 – Plaintiff's USM285 forms and Summons were completed and returned. Lovelace returned ALL completed forms as directed.

On 03-16-2004, Pacer Court records No. 9 – Summons was issued for Defendants Dekalb County Police. Clear as day, pacer showed that the Clerk's Office processed Summons for Defendants.

On 03-18-2004, Pacer Court records No. 10 – Request for Waiver of Summons. Request for Waiver of Service due by 04-16-2004

***Clearly, they were served.***

On 04-23-2004, In accordance with Civil Procedure and due to no Answer by Defendants (Dekalb County Police dept.); Plaintiff (Lovelace) filed Motion for Default and Summary Judgment.

Suddenly, without cause or explanation - I received notice that the Judge was changed from Judge Jack T Camp to Judge William S Duffey.

Clearly, they were served but they were allowed to state that I never served them, defendants blamed one of their staff members and actually plead that 'it would be unfair.'

All the while, I followed my Complaint on Pacer feverishly watching for deliberate exclusions of my files. I had to file a motion for the Courts to make the clerk's office file and submit my motions to the judge.

I submitted ALL files in triplicate. I even have certified mail receipts demonstrating mailed.

Do you know that the defendants were able to submit a request to same court stating that I didn't serve them and didn't answer Complaint until 08-14-2004 (4 months)?

As usual everyone ignored the law and my rights!

In disbelief that the district court, clerks and lawyers were allowed to actually ignore facts, I filed an Appeal.

**Note: This was the Courts initial position after reviewing the Complaint:**

**Initial Judge stated -**

“To state a claim for relief under 42 U.S.C. 1983, a plaintiff must allege that: (1) an act or omission deprived her of a right, privilege, or immunity secured by the Constitution or a statute of the United States; and (2) the act or omission was committed by a person acting under color of state law.

Plaintiff alleged that the Dekalb Police failed to train and supervise its employees regarding the maintenance of offenders' arrest records. Plaintiff alleges that these failures were intentional and that they deprived Plaintiff of her federal constitutional rights.

In order to sufficiently plead a 1983 claim against a local government entity, a plaintiff must allege that: (1) the government entity inadequately trained or supervised its employees; (2) the failure resulted from an official policy of the government entity; and (3) the policy caused the employees to violate the plaintiff's rights. See *Thomas ex rel. Thomas v. Roberts*, 21 F.3d 1160, 1173 (11th Cir. 2001), rev'd on other grounds, 536 U. S., 953, 122 S. Ct. 2653 (2002).

A plaintiff may prove that an official policy existed by showing that the government knew it needed to train or supervise its employees but deliberately chose not to take any action. Also noted was that the failure to train or supervise must amount to “deliberate indifference” to the rights of persons with whom the police come into contact.” Local government “can be found liable under 1983 only where the [entity] itself causes the constitutional violation at issue.”

**Lovelace -**

Although Lovelace was reporting to Michigan Probation AS DIRECTED by Courts, there were no efforts made to contact and/or provide Notice of Hearing prior to issuance of warrant. Small print on the GA warrant:

“The undersigned officer hereby certifies that a thorough and diligent search for the probationer listed in this warrant ...and that his/her whereabouts are unknown and cannot be located...”

This warrant was signed May 19, 1993 - expired July 31, 1997.

In a letter used to take housing from the Lovelace family, a police agency stated that the warrant was valid in 2005 and that they were unable to execute due to budgetary constraints. However, when I lived in Georgia 2003/2004 there were no efforts to arrest? I believe the warrant was serving its purpose, which was to inflict damage, hinder and harm. Prior to filing this case, I submitted a notice and a request for correction to all parties involved.

**Courts Initial Judge stated clearly:**

The judge stated, ‘plaintiff alleged that Dekalb Police, acting under color of state law, engaged in “willful misconduct...that raised a presumption of conscious indifference to consequences” by failing to train and supervise its employees in the entry and maintenance of criminal history information in CJIS and GCIC. Plaintiff alleges that the Dekalb Police’s actions caused the various constitutional harms specified in her Complaint.’

Plaintiff has adequately stated claims upon which relief can be granted, and her claims have an arguable basis in law and fact.” The focus was never placed on these pertinent facts again. It was as if someone realized that this case had valid claims and proceeded to interfere and circumvent justice.

I couldn’t believe that this was acceptable and that with a ‘sleight of hand’ people could openly deny rights and control the court system. This was not my first time attempting to seek assistance from the court system. Why is it that others could obtain justice and relief from injustice but I was refused at every turn?

# Pacer Court Case Tracker for Lovelace v. Dekalb Central Probation, et al AND Dekalb County Police Department

7/18/13

CM/ECF-GA Northern District Court

4months,CLOSED

## U.S. District Court Northern District of Georgia (Atlanta) CIVIL DOCKET FOR CASE #: 1:03-cv-00925-WSD

Lovelace v. DeKalb Central Proba, et al  
Assigned to: Judge William S. Duffley, Jr  
Demand: \$0  
Case in other court: USCA - 11th Circuit, 04-16688-EE  
Cause: 42:1983 Civil Rights Act

Date Filed: 04/04/2003  
Date Terminated: 11/24/2004  
Jury Demand: None  
Nature of Suit: 440 Civil Rights: Other  
Jurisdiction: Federal Question

### Plaintiff

**Tiwanda Lovelace**

represented by **Tiwanda Lovelace**  
P.O. Box 232091  
Las Vegas, NV 89123  
PRO SE

V.

### Defendant

**DeKalb Central Probation**  
*TERMINATED: 01/30/2004*

### Defendant

**Dekalb County Police Department**

represented by **Charles George Hicks**  
Office of DeKalb County Attorney  
DeKalb County Administration Building  
1300 Commerce Drive  
Fifth Floor  
Decatur, GA 30030  
404-371-3011  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Mark Ashland Thompson**  
Office of DeKalb County Attorney  
DeKalb County Administration Building  
1300 Commerce Drive  
Fifth Floor  
Decatur, GA 30030  
404-371-3011  
Email: [mthompson@dekalbcountyga.gov](mailto:mthompson@dekalbcountyga.gov)

*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Rupal Dinesh Vaishnav**  
 Indermark Vaishnav, LLC  
 Building 9, Suite 100  
 7000 Peachtree Dunwoody Road  
 Atlanta, GA 30328  
 678-615-3413  
 Fax: 678-455-7149  
 Email: rupal@i-vlaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**William J. Linkous , III**  
 Freeman Mathis & Gary, LLP  
 100 Galleria Parkway  
 Suite 1600  
 Atlanta, GA 30339-5948  
 770-818-0000  
 Fax: 770-937-9960  
 Email: blinkous@fmglaw.com  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
03/11/2003	<u>1</u>	Affidavit in support of request to proceed in forma pauperis. (aet) (Entered: 03/13/2003)
03/11/2003	<u>2</u>	COMPLAINT filed. (aet) (Entered: 03/13/2003)
03/11/2003	<u>3</u>	ANSWERS TO INITIAL DISCLOSURES by plaintiff. (aet) (Entered: 03/13/2003)
03/13/2003		SUBMITTED to Mag Judge Alan J. Baverman on [1-1] affidavit (aet) (Entered: 03/13/2003)
04/04/2003		Case reported statistically. Matter transferred from 1:03-mi-53. Case assigned to Judge Jack T. Camp (Calendar sheet forwarded) (aet) (Entered: 04/08/2003)
04/04/2003	<u>4</u>	ORDER by Mag Judge Alan J. Baverman GRANTING [1-1] affidavit to proceed in forma pauperis. The Clerk is directed to assign this case to a District Judge for a frivolity determination pursuant to 28 U.S.C. 1915(e) (cc) (cdg) (Entered: 04/09/2003)
04/04/2003		Terminated submissions. (cdg) (Entered: 04/09/2003)
04/09/2003		SUBMITTED to Judge Jack T. Camp on [1-1] affidavit for frivolity determination. (cdg) (Entered: 04/09/2003)



7/18/13

CM/ECF-GA Northern District Court

04/15/2003	<a href="#">5</a>	MOTION by plaintiff for correction and notice of error: District court clerk excluded 1st dft from complaint with brief in support. (cdg) (Entered: 04/15/2003)
05/08/2003		SUBMITTED to Judge Jack T. Camp on [5-1] motion for correction and notice of error: District court clerk excluded 1st dft from complaint (file in chambers) (cdg) (Entered: 05/08/2003)
07/30/2003	<a href="#">6</a>	Notice of filing change of address by plaintiff. (cdg) (Entered: 08/05/2003)
01/30/2004	<a href="#">7</a>	ORDER by Judge Jack T. Camp GRANTING [5-1] motion for correction and notice of error: the court DIRECTS the Clerk to list Dekalb County Police Department as a defendant on the docket; the Court DISMISSES w/prejudice plaintiff's claims against dft Dekalb Central Probation; pla's claims against the Dekalb County Police Department are ALLOWED TO PROCEED as any other civil action; Clerk to forward USM285 forms to plaintiff to be completed w/in 20 days. [7-1] order to be submitted on 2/26/04, (cc: w/usm285, summons, and initidisc forms) (kt) (Entered: 02/02/2004)
02/17/2004	<a href="#">8</a>	ANSWERS TO INITIAL DISCLOSURES by plaintiff. (dfb) (Entered: 02/24/2004)
02/17/2004		Received summons and USM-285 form from plaintiff for dft DeKalb County Police Dept. (dfb) (Entered: 02/24/2004)
03/16/2004	<a href="#">9</a>	Summons issued for defendant Dekalb County Police. (dfb) (Entered: 03/16/2004)
03/16/2004		Package prepared and forwarded to USM for service upon defendant Dekalb County Police. (dfb) (Entered: 03/16/2004)
03/18/2004	<a href="#">10</a>	REQUEST FOR WAIVER of Service as to Dekalb County Police mailed 3/17/04 Waiver of Service due by 4/16/04 for Dekalb County Police (bsm) (Entered: 03/20/2004)
04/23/2004	<a href="#">11</a>	MOTION by Tiwanda Lovelace for clerk to enter default as to Dekalb County Police and for summary judgment (bsm) (Entered: 04/26/2004)
04/26/2004		Notice of [11-2] motion for summary judgment by Tiwanda Lovelace filed 4/23/04 mailed 4/26/04. (bsm) (Entered: 04/26/2004)
05/06/2004	<a href="#">12</a>	Amended MOTION by plaintiff amending [11-1] motion for clerk to enter default as to Dekalb County Police, [11-2] motion for summary judgment (firm) (Entered: 05/07/2004)
06/23/2004		SUBMITTED to Judge Jack T. Camp on [11-1] motion for clerk to enter default as to Dekalb County Police, [11-2] motion for summary judgment (cdg) (Entered: 06/23/2004)
07/12/2004	<a href="#">13</a>	Return of Service Executed by Tiwanda Lovelace. Dekalb County Police Department served on 7/9/2004, answer due 7/29/2004. (cdg) (Entered: 07/20/2004)
07/15/2004		Case reassigned to Judge William S. Duffey for all further proceedings. (mmc) (Entered: 07/21/2004)
07/15/2004		Submission of <a href="#">11</a> Motion for Clerk's Entry of Default, Motion for Summary Judgment to

[https://ecf.gand.uscourts.gov/cgi-bin/DktRpt.pl?955831261180549-L\\_1\\_0-1](https://ecf.gand.uscourts.gov/cgi-bin/DktRpt.pl?955831261180549-L_1_0-1)

3/8

On 01-30-2004, Pacer Court records No. 7 – Order instructs Clerk's Office to list Dekalb county Police to complaint and to forward Plaintiff USM285 forms for completion. This was in response to Plaintiff's Motion for Correction and Notice of Error regarding Clerk's Office excluding defendants, Dekalb County Police Department from the Complaint.

**Note: On 06/23/2004 Clerks did not provided Judge with Amended Motion for Summary Judgment with supporting documents attached.**

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED  
U.S.D.C. ATLANTA  
APR 15 2003  
LUTHER B. THOMAS  
By: J. Dragg  
CLERK

TIWANDA, *Pro se*,

Plaintiff,

CIVIL ACTION FILE  
NO. 1 03 CV 0925 – JTC

V.

DEKALB COUNTY  
POLICE DEPARTMENT, and

Board of Corrections  
DEKALB CENTRAL PROBATION,

Et al.,

Defendants,

MOTION FOR CORRECTION and NOTICE OF ERROR: DISTRICT  
COURTS CLERK EXCLUDED 1<sup>ST</sup> DEFENDANT FROM COMPLAINT  
(1-7 Pages)

1. Original COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF  
was submitted on March 11, 2003 against Defendants, **DEKALB COUNTY  
POLICE DEPARTMENT** and **Board of Corrections-DEKALB CENTRAL  
PROBATION** under 28 USC 1983 for violation of Plaintiff's Federally  
Protected, constitutional guaranteed rights; Violations of Equal Protection  
Clause of the 14<sup>th</sup> Amendment, Due Process Clause, and Deprivation of rights.

**Clerk EXCLUDED Defendant who was clearly listed on Original Complaint.**

Case 1:03-cv-00925-WSD Document 5 Filed 04/15/03 Page 5 of 7

Docket as of April 9, 2003 6:47 pm

Web PACER (v2.4 NDGA)

**U.S. District Court  
U.S. District Court for the Northern District of Georgia (Atlanta)**

**CIVIL DOCKET FOR CASE #: 03-CV-925**

**Lovelace v. DeKalb Central Proba**

Filed: 04/04/03  
Assigned to: Judge Jack T. Camp  
Demand: \$0,000  
Nature of Suit: 440  
Lead Docket: None  
Jurisdiction: Federal Question  
Dkt # in ND/GA, Atlanta : is 1:03-mi-00053  
Cause: 42:1983 Civil Rights - Action for deprivation of rights

TIWANDA LOVELACE  
plaintiff

Tiwanda Lovelace  
[COR LD NTC] [PRO SE]  
1670 Boggs Road  
#100B  
Duluth, GA 30096  
(678) 380-6405

v.

DEKALB CENTRAL PROBATION  
defendant



**DOCKET PROCEEDINGS**  
Click on the Icon to View the Document Display Cost.

**DATE # IMG DOCKET ENTRY**


3/11/03	1	Affidavit in support of request to proceed in forma pauperis. (lrel) (Entry date 03/13/03)
3/11/03	2	COMPLAINT filed. (lrel) (Entry date 03/13/03)
3/11/03	3	ANSWERS TO INITIAL DISCLOSURES by plaintiff. (lrel)

The original Complaint listed both defendants but clerks only listed one on the docket. Compare below...

# Copy of Lovelace vs. Dekalb County Police & Probation

RECEIVED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

MAR 11 2003

LUTHER D. THOMAS, Clerk  
By  Deputy Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

TIWANDA LOVELACE, *Pro Se*,

Plaintiffs,

v.

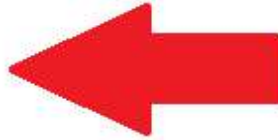
CIVIL ACTION FILE  
NO. 1 03-MI-0053

DEKALB COUNTY  
POLICE DEPARTMENT, and

Board of Corrections  
DEKALB CENTRAL PROBATION,

Et al.,

Defendants,



**COMPLAINT FOR INJUNCTIVE AND DECLARATORY**

**RELIEF**

I. INTRODUCTION

1. Plaintiff is filing this action in the United States District Court, Northern District of Georgia, against Defendants Dekalb Central Probation Division under 28 USC 1983 for violation of Plaintiff's federally protected, constitutional guaranteed rights to due process of law based upon the failure and refusal of Defendants to follow and

This is the 1st page of the Complaint which clearly shows two Defendants but Clerks listed only one.



## Court switched judge ignored summons and pacer entries

VP Play Multi-Card Keno x PACER Request - sever x CM/ECF-GA Northern x Public Access to Court x Workspace Webmail x

← → ↻ 🏠 [https://ecf.gand.uscourts.gov/cgi-bin/RelTransactQry.pl?360882455470803-L\\_ShowDktAndRelated\\_1-0-22530-7-15,2,3](https://ecf.gand.uscourts.gov/cgi-bin/RelTransactQry.pl?360882455470803-L_ShowDktAndRelated_1-0-22530-7-15,2,3) ☆ ?

Southwest Gas - Acc... <https://myaccount.s...> Home-CenturyLink™ Wireless Setup - Basi... Edit Your Project — ... » Other bookmarks

**ECF** Query Reports Utilities Logout ?

**Filed:** 08/19/2004  
**Entered:** 08/20/2004  
**Entered By:** Karen Thornton,  
**Event Name(s):** Motion to Strike  
**Full Docket Text for Document 18:**  
MOTION to Strike, with brief in support, Plaintiff's papers filed with the Clerk in accordance with this Court's 7 Order, by Dekalb County Police Department.  
(Attachments: # 1 Brief)(kt)

**Filed:** 11/24/2004  
**Entered:** 11/29/2004  
**Entered By:** Denza Bankhead,  
**Event Name(s):** Order on Motion for Miscellaneous Relief, Order on Motion for Miscellaneous Relief, Order on Motion to Dismiss, Order on Motion to Strike  
**Full Docket Text for Document 24:**  
ORDER granting Defendant's 15 Motion to Dismiss, denying Plaintiff's 12 Request for Entry of Default and Request for Summary Judgment, granting Plaintiff's 14 Motion for Correction and Request for District Court Clerk to Submit Amended Motion to Judge William S. Duffey, Jr. and granting in part and denying in part Defendant's 18 Motion to Strike Plaintiff's Papers Filed with Clerk. Plaintiff's case is DISMISSED WITHOUT PREJUDICE. Signed by Judge William S. Duffey, Jr. on 11/24/04. (dfb)

**Filed:** 12/22/2004  
**Entered:** 12/23/2004  
**Entered By:** Cindy K. Deucher,  
**Event Name(s):** Notice of Appeal  
**Full Docket Text for Document 26:**  
NOTICE OF APPEAL by Tiwanda Lovelace as to 24 Order 25 Clerk's Judgment. (TOF/IFP/Appeal fee letter mailed to plaintiff)(cc:USCA) Transcript Order Form due on 1/5/2005 (ckd)

**Filed:** 12/23/2004

summons.pdf show\_temp (1).pdf motion5.pdf Show all downloads...

1:46 PM 7/18/2013

Justice was not served...but the Defendants were – per PACER.GOV!

If I had missed a court deadline for my response, the courts would have made ruling against me. Instead, the courts ignored Pacer court records and my Request for Entry of Default; allowing the injustice to continue.



**Courts Ignored Repeated Problems with Clerk's Office**  
**Motion for Correction and Notice of Error Re: Clerk's Office**

Case 1:03-cv-00925-WSD Document 5 Filed 04/15/03 Page 1 of 7

ORIGINAL

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

U.S.D.C. Atlanta  
APR 15 2003  
LUTHER B. THOMAS, JR.  
By: J. Drugg  
Deputy Clerk

TIWANDA, *Pro se*,

Plaintiff,

CIVIL ACTION FILE

NO. 1 03 CV 0925 – JTC

V.

DEKALB COUNTY  
POLICE DEPARTMENT, and

Board of Corrections  
DEKALB CENTRAL PROBATION,

Et al.,

Defendants,

**MOTION FOR CORRECTION and NOTICE OF ERROR: DISTRICT**  
**COURTS CLERK EXCLUDED 1<sup>ST</sup> DEFENDANT FROM COMPLAINT**  
**(1-7 Pages)**

1. Original COMPLAINT FOR INJUNCTIVE AND DECLARATORY RELIEF was submitted on March 11, 2003 against Defendants, **DEKALB COUNTY POLICE DEPARTMENT** and **Board of Corrections-DEKALB CENTRAL PROBATION** under 28 USC 1983 for violation of Plaintiff's Federally Protected, constitutional guaranteed rights; Violations of Equal Protection Clause of the 14<sup>th</sup> Amendment, Due Process Clause, and Deprivation of rights.

# Motion for Correction and Notice of Error Re: Clerk's Office

Case 1:03-cv-00925-WSD Document 14 Filed 07/27/04 Page 1 of 13

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

FILED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

JUL 27 2004

LUTHER D. THOMAS, Clerk

By *[Signature]* Clerk

**TIWANDA LOVELACE, *Pro Se*,**

**Plaintiffs,**

**V.**

**DEKALB COUNTY POLICE  
DEPARTMENT,  
Et al,**

**Defendants.**

**CIVIL ACTION FILE**

**NO. 1-03-CV-0925 WSP**

**Motion For Correction and Request For District Court Clerk  
to Submit Amended Motion to Judge William S. Duffey, Jr.**

1. On May 6, 2004, Tiwanda Lovelace, Plaintiff, filed an Amended Motion for Clerk to enter default as to Dekalb County Police Department; Motion for Summary judgment. The Motions were amended to include attachments supporting genuine issue for trial.
2. On July 15, 2004, Case was reassigned to Hon. Judge William S. Duffey, Jr. for all further proceedings. Clerk's office neglected to provide the amended motions and only submitted Motion filed April 26, 2004, which did not clarify or provide support for request.

## **Key Points Regarding Clerk's Office - Violations of Due Process**

The Judges did not address that problem with multiple request for correction regarding the Clerk's Office interfering with filings due to:

1. Clerk EXCLUDING A DEFENDANT that was clearly listed on Original Complaint.
2. Clerk did not provide the Judge with correct/updated filings.
3. Clerk not mailing copies to Defendants, although extra copies were provided for service. **While certain filings were mailed, others were neglected at their discretion.**
4. Clerks deliberately delayed forwarding motions to the Judges.

EVERYTHING was processed and the Defendants – Dekalb County Police did not respond in the time allotted by procedure as directed by courts.

Suddenly and without cause the case was reassigned to a different Judge after Plaintiff (Lovelace) filed for Motion to Request Entry of Default - Months later.

Per Pacer (court records): January 30, 2003 – Judge ordered the Clerk's Office to do their job...

On 01-30-2004, **Pacer Court records No. 7** – Order instructs Clerk's Office to list Dekalb county Police to complaint and to forward Plaintiff USM285 forms for completion. This was in response to Plaintiff's Motion for Correction and Notice of Error regarding Clerk's Office excluding defendants, Dekalb County Police Department from the Complaint.

On 02-17-2004, **Pacer Court records No. 8** – Plaintiff's USM285 forms and Summons were completed and returned. Lovelace returned ALL completed forms as directed.

On 03-16-2004, **Pacer Court records No. 9** – Summons was issued for Defendants Dekalb County Police. Clear as day, pacer showed that the Clerk's Office processed Summons for Defendants.

On 03-18-2004, **Pacer Court records No. 10** – Request for Waiver of Summons. Request for Waiver of Service due by 04-16-2004

***Clearly, they were served.***

On 04-23-2004, In accordance with Civil Procedure and due to no Answer by Defendants (Dekalb County Police dept.); Plaintiff (Lovelace) filed Motion for Default and Summary Judgment.

Suddenly, without cause or explanation - I received notice that the Judge was changed from Judge Jack T Camp to Judge William S Duffey.

Clearly, they were served but they were allowed to state that I never served them, defendants blamed one of their staff members and actually plead that 'it would be unfair.'

All the while, I followed my Complaint on Pacer feverishly watching for deliberate exclusions of my files. I had to file a motion for the Courts to make the clerk's office file and submit my motions to the judge.

I submitted ALL files in triplicate. I even have certified mail receipts demonstrating mailed.

Do you know that the defendants were able to submit a request to same court stating that I didn't serve them and didn't answer Complaint until 08-14-2004 (4 months)?

As usual everyone ignored the law and my rights!



		District Judge William S. Duffey Jr.. (mmc) (Entered: 07/21/2004)
07/27/2004	<a href="#">14</a>	MOTION for correction and request for Clerk to submit <a href="#">12</a> amended motion to Judge William S. Duffey, Jr. by Tiwanda Lovelace. (adg) (Entered: 08/02/2004)
08/02/2004		Submission of <a href="#">12</a> Amended Motion for Clerk to enter default, submitted to District Judge William S. Duffey Jr. (FILE IN CHAMBERS) (adg) (Entered: 08/02/2004)
08/16/2004	<a href="#">16</a>	CERTIFICATE OF SERVICE of plaintiff's response to defendant's 2nd interrogatories, by Tiwanda Lovelace. (kt) (Entered: 08/20/2004)
08/17/2004	<a href="#">15</a>	MOTION to Dismiss, with brief in support, by Dekalb County Police Department. (Attachments: # <a href="#">1</a> Brief)(kt) (Entered: 08/20/2004)
08/19/2004	<a href="#">17</a>	ANSWER to Complaint by Dekalb County Police Department. Discovery ends on 1/16/2005.(kt) (Entered: 08/20/2004)
08/19/2004	<a href="#">18</a>	MOTION to Strike, with brief in support, Plaintiff's papers filed with the Clerk in accordance with this Court's <a href="#">7</a> Order, by Dekalb County Police Department. (Attachments: # <a href="#">1</a> Brief)(kt) (Entered: 08/20/2004)
08/27/2004	<a href="#">19</a>	RESPONSE to <a href="#">11</a> Motion for Clerk's Entry of Default, and <a href="#">12</a> Amended Motion for Clerk's Entry of Default, filed by Dekalb County Police Department. (kt) (Entered: 08/31/2004)
09/02/2004	<a href="#">22</a>	CERTIFICATE OF SERVICE REFLECTING RE-SERVICE OF DOCUMENTS, by Dekalb County Police Department. (kt) (Entered: 09/17/2004)
09/03/2004	<a href="#">20</a>	MEMORANDUM in Opposition TO <a href="#">15</a> MOTION to Dismiss, filed by Tiwanda Lovelace. (kt) (Entered: 09/14/2004)
09/13/2004	<a href="#">23</a>	NOTICE Of Filing Response to defendants' <a href="#">17</a> Answer to Complaint, by Tiwanda Lovelace. (kt) (Entered: 09/20/2004)
09/14/2004		Submission of <a href="#">15</a> MOTION to Dismiss, to District Judge William S. Duffey Jr.. (kt) (Entered: 09/14/2004)
09/15/2004	<a href="#">21</a>	REPLY BRIEF in support of <a href="#">15</a> MOTION to Dismiss, filed by Dekalb County Police Department. (kt) (Entered: 09/17/2004)
09/17/2004		ORDER (by docket entry only) denying as moot <a href="#">11</a> Motion for Clerks Entry of Default, denying as moot <a href="#">11</a> Motion for Summary Judgment in light of Pff's filing of Amended Motion for Entry of Default and Motion for Summary Judgment <a href="#">12</a> . Approved by Judge William S. Duffey Jr. on 9/17/04. (se) (Entered: 09/17/2004)
11/24/2004	<a href="#">24</a>	ORDER granting Defendant's <a href="#">15</a> Motion to Dismiss, denying Plaintiff's <a href="#">12</a> Request for Entry of Default and Request for Summary Judgment, granting Plaintiff's <a href="#">14</a> Motion for Correction and Request for District Court Clerk to Submit Amended Motion to Judge William S. Duffey, Jr. and granting in part and denying in part Defendant's <a href="#">18</a> Motion to Strike Plaintiff's Papers Filed with Clerk. Plaintiff's case is DISMISSED WITHOUT PREJUDICE. Signed by Judge William S. Duffey, Jr. on 11/24/04. (dfb) (Entered: 11/24/2004)



		11/29/2004)
11/24/2004		Civil Case Terminated. (dfb) (Entered: 11/29/2004)
11/29/2004	<a href="#">25</a>	CLERK'S JUDGMENT dismissing Plaintiff's complaint without prejudice. (cc) (dfb) (Entered: 11/29/2004)
12/22/2004	<a href="#">26</a>	NOTICE OF APPEAL by Tiwanda Lovelace as to <a href="#">24</a> Order <a href="#">25</a> Clerk's Judgment. (TOF/IFP/Appeal fee letter mailed to plaintiff)(cc:USCA) Transcript Order Form due on 1/5/2005 (ckd) (Entered: 12/23/2004)
12/23/2004		Transmission of certified copy of Notice of Appeal, Judgment, Order, Appeal Fee letter and Docket Sheet to US Court of Appeals re: <a href="#">26</a> Notice of Appeal (ckd) (Entered: 12/23/2004)
12/30/2004	<a href="#">27</a>	USCA Acknowledgment of <a href="#">26</a> Notice of Appeal filed by Tiwanda Lovelace. Case Appealed to USCA - 11th Circuit Case Number 04-16688-E (kac) (Entered: 01/03/2005)
01/13/2005	<a href="#">28</a>	MOTION and DECLARATION for leave to Appeal in forma pauperis by Tiwanda Lovelace. (kac) (Entered: 01/18/2005)
01/18/2005		Submission of <a href="#">28</a> MOTION and DECLARATION to Appeal in forma pauperis re: <a href="#">26</a> Notice of Appeal submitted to District Judge William S. Duffey. (kac) (Entered: 01/18/2005)
01/19/2005	<a href="#">29</a>	ORDER granting <a href="#">28</a> Motion to Appeal in forma pauperis. Signed by Judge William S. Duffey Jr. on 1/19/05. (kt) (Entered: 01/21/2005)
04/08/2005		CERTIFICATE OF READINESS of Appeal Record (1 volume pleadings)re: <a href="#">26</a> Notice of Appeal filed by Tiwanda Lovelace, USCA Case Number 04-16688-EE (ckd) (Entered: 04/11/2005)
04/11/2005	<a href="#">30</a>	Certified copy of CERTIFICATE OF READINESS transmitted to USCA re: <a href="#">26</a> Notice of Appeal. Case Appealed to USCA 11th Circuit Case Number 04-16688-EE (ckd) (Entered: 04/11/2005)
04/11/2005		FORTHWITH LETTER from USCA re: <a href="#">26</a> Notice of Appeal filed by Tiwanda Lovelace. Case Appealed to USCA 11th Circuit Case Number 04-16688-EE. Appeal Record due by 4/25/2005. (ckd) (Entered: 04/11/2005)
04/11/2005		Certified and Transmitted Record on Appeal to US Court of Appeals (1 volume pleadings) re: <a href="#">26</a> Notice of Appeal Case Appealed to USCA 11th Circuit Case Number 04-16688-EE. (ckd) (Entered: 04/11/2005)
04/15/2005	<a href="#">31</a>	USCA Acknowledgment COR re: <a href="#">26</a> Notice of Appeal filed by Tiwanda Lovelace, Case Appealed to USCA 11th Circuit Case Number 04-16688-EE. (ckd) (Entered: 04/18/2005)
04/18/2005	<a href="#">32</a>	NOTICE of Docketing Record on Appeal from USCA re: <a href="#">26</a> Notice of Appeal filed by Tiwanda Lovelace, Case Appealed to USCA 11th Circuit Case Number 04-16688-EE.

7/18/13

CM/ECF-GA Northern District Court

		(ckd) (Entered: 04/19/2005)
09/02/2005		Appeal Record Returned re: <a href="#">26</a> Notice of Appeal. Case Appealed to USCA - 11th Circuit Case Number 04-16688-EE. (1 Vol. of Pldgs) (kac) (Entered: 09/06/2005)
09/02/2005	<a href="#">33</a>	Certified copy of JUDGMENT of USCA AFFIRMING the decision of the District Court re: <a href="#">26</a> Notice of Appeal filed by Twanda Lovelace. Case Appealed to USCA - 11th Circuit Case Number 04-16688-EE. (kac) (Entered: 09/06/2005)

PACER Service Center			
Transaction Receipt			
07/18/2013 16:51:28			
PACER Login:	tl2930	Client Code:	
Description:	Docket Report	Search Criteria:	1:03-cv-00925-WSD
Billable Pages:	4	Cost:	0.40

### **Pacer Tracking Summarized**

**EVERYTHING** was processed and the Defendants – Dekalb County Police did not respond in the time allotted by procedure as directed by courts.

**Suddenly and without cause the case was reassigned to a different Judge after Plaintiff (Lovelace) filed for Motion to Request Entry of Default - Months later.**

**Per Pacer (court records): January 30, 2003 – Judge ordered the Clerk's Office to do their job...**

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***Clearly, they were served.***

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**Suddenly, without cause or explanation - I received notice that the Judge was changed from Judge Jack T Camp to Judge William S Duffey. Clearly, they were served but they were allowed to state that I never served them, defendants blamed one of their staff members and actually plead that 'it would be unfair.'**

**Courts Frivolity Review & Order Granting Permission to Proceed**

Case 1:03-cv-0925-WSD Document 7 Filed 01/30/04 Page 1 of 10

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERKS OFFICE  
U.S.D.C. ATLANTA

JAN 30 2004

LUTHER D. THOMAS  
By: [Signature] Deputy Clerk

TIWANDA LOVELACE,

Plaintiff

v.

DEKALB CENTRAL PROBATION,

Defendant.

CIVIL ACTION  
NO. 1:03-CV-925-JTC

**ORDER**

Because the Magistrate granted Plaintiff, pro se, leave to proceed in forma pauperis [#4-1], this case is now before the Court for a frivolity review under 28 U.S.C. § 1915(e)(2). Also pending is Plaintiff's Motion for Correction and Notice of Error [#5-1] because the docket does not list the Dekalb County Police Department as a Defendant despite Plaintiff's naming such entity as a Defendant in her Complaint. The Court **GRANTS** Plaintiff's motion for correction [#5-1] and **DIRECTS** the Clerk to list the Dekalb County Police Department as a Defendant on the docket.

**I. Background<sup>1</sup>**

Plaintiff presently resides in Las Vegas, Nevada, but was formerly a resident of Duluth, Georgia. On July 31, 1992, Plaintiff plead guilty in the

---

<sup>1</sup> All facts are taken from Plaintiff's Complaint and are assumed to be true.

Dekalb County Superior Court to one misdemeanor count of theft by taking and one felony count of theft by taking. The Superior Court sentenced Plaintiff under Georgia's First Offender Act to five years probation and ninety-six hours of community service, and ordered her to pay \$4,600 in restitution. Because Plaintiff lived in Michigan at the time she was sentenced, the Superior Court transferred her case under the Interstate Compact Act to the Michigan Department of Corrections for supervision of her probation, community service, and restitution payments.

Plaintiff reported to her probation officer in Michigan as required. In August 1993, Michigan probation officials informed Plaintiff that she was no longer required to report to them. At this time, Plaintiff discovered that the Decatur, Georgia Sheriff's Department had issued a warrant for her arrest on May 19, 1993 for failure to pay the restitution imposed as part of her July 1992 sentence.<sup>2</sup> Plaintiff admits that she did not make restitution payments because she was financially unable to do so.

After issuance of the arrest warrant, probation and police officials in Dekalb County modified Plaintiff's criminal record, as recorded in the FBI's Criminal Justice Information Services ("CJIS") and Georgia's Crime Information Center ("GCIC"), to reflect a conviction rather than an arrest for

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<sup>2</sup> This warrant apparently remains outstanding.



the two counts of theft by taking to which she plead guilty.<sup>3</sup> Plaintiff contends that she should have been afforded notice and a hearing before modification of her criminal record. Plaintiff further contends that an arrest warrant should not have been issued for her failure to pay restitution because the Dekalb County Superior Court judge who sentenced her told her that he would never issue an arrest warrant for her mere failure to pay restitution.

Plaintiff wrote letters to the Georgia Department of Corrections office in Dekalb County and to the Decatur District Attorney challenging the modification of her criminal records. Plaintiff contends that her CJIS and GCIC reports contain erroneous and misleading information. She further contends that in October 2002, a prospective employer retracted an employment offer because of the criminal conviction reflected in her CJIS and/or GCIC records.

On March 11, 2003, Plaintiff filed this suit under 42 U.S.C. § 1983, alleging violations of the due process and equal protection clauses of the Fourteenth Amendment and asserting a general "deprivation of rights" claim. Plaintiff contends that Defendant Dekalb County Central Probation failed to follow Georgia law governing probation revocation procedures. She alleges

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<sup>3</sup> A defendant sentenced under Georgia's First Offender Act is not adjudicated guilty and her offenses are not reported as convictions if the defendant fulfills the terms of her probation. O.C.G.A. §§ 42-8-62(a), 42-8-63.

that Defendant Dekalb County Police Department failed and/or refused to adequately train and supervise its employees, resulting in the entry of incorrect information on Plaintiff's CJIS and GCIC records. Plaintiff seeks declaratory and injunctive relief and compensatory and punitive damages.

## II. Standard of Review

Under 28 U.S.C. § 1915(e)(2), a federal court is required to dismiss an in forma pauperis complaint at any time if the court determines that the action (1) is frivolous or malicious, (2) fails to state a claim on which relief may be granted, or (3) seeks monetary relief against a defendant who is immune from such relief. A claim is frivolous "where it lacks an arguable basis either in law or in fact." Neitzke v. Williams, 490 U.S. 319, 325, 109 S. Ct. 1827, 1831-32 (1989). A court may dismiss a complaint as frivolous when it appears beyond doubt that the plaintiff can prove no set of facts in support of her claim that would entitle her to relief. Scheuer v. Rhodes, 416 U.S. 232, 236, 94 S. Ct. 1683, 1686 (1974).

To state a claim for relief under 42 U.S.C. § 1983, a plaintiff must allege that: (1) an act or omission deprived her of a right, privilege, or immunity secured by the Constitution or a statute of the United States; and (2) the act or omission was committed by a person acting under color of state law. Hale v. Tallapoosa County, 50 F.3d 1579, 1581 (11<sup>th</sup> Cir. 1995). If a plaintiff's

To state a claim under 42 U.S.C. 1983, a Plaintiff must allege that: (1) an act or omission deprived her of a right, privilege, or immunity secured by the Constitution or a statute of United States; and (2) the act or omission was committed by a person acting under color of state law...

complaint does not contain these allegations or facts supporting such allegations, it may be dismissed under 28 U.S.C. § 1915(e)(2). Oladeinde v. City of Birmingham, 963 F.2d 1481, 1485 (11th Cir. 1992) ("In pleading a Section 1983 action, some factual detail is necessary.").

### III. Analysis

Plaintiff's claims against Defendant Dekalb Central Probation ("Dekalb Probation") are barred by the Eleventh Amendment to the U.S. Constitution. Dekalb Probation is part of the Probation Division of the Georgia Department of Corrections, a state agency. See O.C.G.A. §§ 42-8-22 (establishing a state-wide probation system administered by the Department of Corrections), 42-8-43.1 to 42-8-43.3 (providing that probation systems in counties with a population of 100,000 or more became part of the state-wide probation system no later than 1990). Dekalb and other county probation systems are "fully funded from state funds as part of the state-wide probation system." See id. §§ 42-8-43.1(c), 42-8-43.2(b), 42-8-43.3(b).

Under the Eleventh Amendment, a state and its agencies are immune from suit in federal court, regardless of the relief sought, unless: (1) the state waives its Eleventh Amendment immunity and consents to suit in federal

court;<sup>4</sup> (2) Congress abrogated the state's Eleventh Amendment immunity in legislation enacted under Section Five of the Fourteenth Amendment; or (3) the suit seeks prospective injunctive relief from an individual state official. Harbert Int'l, Inc. v. James, 157 F.3d 1271, 1277-78 (11<sup>th</sup> Cir. 1998). None of these exceptions apply in this case. Therefore, Dekalb Probation, a division of the Georgia Department of Corrections, is immune from Plaintiff's § 1983 suit. See Stevens v. Gay, 864 F.2d 113, 115 (11<sup>th</sup> Cir. 1989) (finding plaintiff's Section 1983 suit against the Georgia Department of Corrections barred under the Eleventh Amendment). Accordingly, the Court **DISMISSES with prejudice** Plaintiff's claims against Dekalb Probation.

The Court cannot say that Plaintiff's claims against the Dekalb County Police Department ("Dekalb Police") are frivolous or malicious, or that Plaintiff could prove no set of facts to support these claims.<sup>5</sup> Plaintiff alleges

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<sup>4</sup> The State of Georgia may waive its Eleventh Amendment immunity only by legislative act. Ga. Const. Art. I, § II, ¶ IX(e). The State has legislatively waived its immunity only as to claims brought under the Georgia Tort Claims Act ("GTCA") in Georgia state courts. Ga. Const. Art. I, § II, ¶ IX(f); O.C.G.A. § 50-21-23(b); McCall v. Dep't of Human Res., 176 F. Supp. 2d 1355, 1361-62 (M.D. Ga. 2001) (observing that "the GTCA specifically disavows any intent to waive the state's Eleventh Amendment immunity" in federal suits); Ramey v. Ga. Dep't of Corr., 153 F. Supp. 2d 1382, 1387 (M.D. Ga. 2001) (same).

<sup>5</sup> It is unclear whether the Dekalb County Police Department is an independent legal entity capable of being sued. Nonetheless, for purposes of this frivolity review, the Court will consider Plaintiff's claims against the Police Department as claims against Dekalb County, which is a legal entity capable of being sued.



that the Dekalb Police failed to train and supervise its employees regarding maintenance of offenders' arrest records. Plaintiff alleges that these failures were intentional and that they deprived Plaintiff of her federal constitutional rights.

To sufficiently plead a § 1983 claim against a local government entity, a plaintiff must allege that: (1) the government entity inadequately trained or supervised its employees; (2) the failure resulted from an official policy of the government entity; and (3) the policy caused the employees to violate the plaintiff's rights. See Thomas ex rel. Thomas v. Roberts, 261 F.3d 1160, 1173 (11<sup>th</sup> Cir. 2001), rev'd on other grounds, 536 U.S. 953, 122 S. Ct. 2653 (2002). A plaintiff may prove that an official policy existed by showing that the government knew it needed to train or supervise its employees but deliberately chose not to take any action. Id. See also Collins v. City of Harker Heights, 503 U.S. 115, 123-24, 112 S. Ct. 1061, 1068 (1992) (noting that the failure to train or supervise must amount to "deliberate indifference" to the rights of persons with whom the police come into contact") (citation omitted). A local government entity is not vicariously liable under § 1983 for the actions of its agents or employees. Collins, 503 U.S. at 123, 112 S. Ct. at 1067 (noting that a local government "can be found liable under § 1983 only

**To state a claim under 42 U.S.C. 1983, a Plaintiff must allege that: (1) an act or omission deprived her of a right, privilege, or immunity secured by the Constitution or a statute of United States; and (2) the act or omission was committed by a person acting under color of state law...**

**I requested corrections and produced transcript of court order requesting correction/modification but Defendants showed willful indifference.**



where the [entity] itself causes the constitutional violation at issue”) (citation omitted).

Although Plaintiff's claims against Dekalb Police are not plead with great factual particularity, they are sufficient to survive a frivolity review under 28 U.S.C. § 1915(e)(2). Plaintiff alleges that Dekalb Police, acting under color of state law, engaged in “willful misconduct . . . that raises a presumption of conscious indifference to consequences” by failing to train and supervise its employees in the entry and maintenance of criminal history information in CJIS and GCIC. Plaintiff alleges that Dekalb Police's actions caused the various constitutional harms specified in her Complaint. Thus, Plaintiff has adequately stated claims upon which relief can be granted, and her claims have an arguable basis in law and fact.

#### IV. Conclusion

For the foregoing reasons, the Court **GRANTS** Plaintiff's motion for correction [#5-1] and **DIRECTS** the Clerk to list the Dekalb County Police Department as a Defendant on the docket. The Court **DISMISSES with prejudice** Plaintiff's claims against Defendant Dekalb Central Probation. Plaintiff's claims against the Dekalb County Police Department are **ALLOWED TO PROCEED** as any other civil action.

## Court granted motion for correction - Order Clerk to list Dekalb County

Case 1:03-cv-00925-WSD Document 7 Filed 01/30/04 Page 9 of 10

The Court **DIRECTS** the Clerk to send Plaintiff the USM 285 form, summons, and initial disclosures form. The Court **DIRECTS** Plaintiff to complete the USM 285 form, summons, and initial disclosures form, and to return one of each to the Clerk of the Court within twenty (20) days of Plaintiff's receipt of the forms. Plaintiff's failure to timely comply with these requirements may result in dismissal of this action. The Court **DIRECTS** the Clerk to resubmit this action to the undersigned if Plaintiff fails to comply with the above requirements.


Upon receipt of the completed forms, the Clerk shall prepare an envelope addressed to the U.S. Marshal Service and containing adequate first class postage for Defendant's use in returning the waiver forms. The Clerk shall transmit this envelope, along with the USM 285, summons, two (2) copies of the Notice of Lawsuit and Request for Waiver of Service of Summons form, two (2) copies of the waiver form, two (2) copies of the complaint, two (2) copies of Plaintiff's initial disclosures, and two (2) copies of this Order to the U.S. Marshal Service for mailing to Defendant.

The U.S. Marshal Service employee mailing these items to Defendant shall affix the mailing date and his or her signature to each Notice of Lawsuit and Request for Waiver form. The Court **DIRECTS** the U.S. Marshal Service to mail these items to Defendant and send a copy of the notice form to the

Clerk. If the waiver form is not returned to the U.S. Marshal Service within thirty-five (35) days, the U.S. Marshal Service shall personally serve the summons and complaint on Defendant. The executed waiver form or the completed USM 285 shall be filed with the Clerk. Defendant has a duty to avoid unnecessary costs of serving the summons, and if Defendant fails to comply with the request for waiver, it must bear the costs of personal service unless good cause can be shown for failure to return the waiver.

Plaintiff must also serve upon Defendant or its counsel a copy of every additional pleading or other document which is filed with the Clerk of the Court, including with each document filed a certificate stating the date on which an accurate copy of that document was mailed to Defendant or its counsel. The Court shall disregard any documents which have not been properly filed with the Clerk, or which do not include a certificate of service. Plaintiff shall keep the Court and Defendant advised of her current address at all times during the pendency of this action, and her failure to do so may result in dismissal of this action.

SO ORDERED, this 29 day of January, 2004.

  
\_\_\_\_\_  
JACK T. CAMP  
UNITED STATES DISTRICT JUDGE

The Court **DIRECTS** the Clerk to send Plaintiff the USM 285 form, summons, and initial disclosures form. The Court **DIRECTS** Plaintiff to complete the USM 285 form, summons, and initial disclosures form, and to return one of each to the Clerk of the Court within twenty (20) days of Plaintiff's receipt of the forms. Plaintiff's failure to timely comply with these requirements may result in dismissal of this action. The Court **DIRECTS** the Clerk to resubmit this action to the undersigned if Plaintiff fails to comply with the above requirements.

Upon receipt of the completed forms, the Clerk shall prepare an envelope addressed to the U.S. Marshal Service and containing adequate first class postage for Defendant's use in returning the waiver forms. The Clerk shall transmit this envelope, along with the USM 285, summons, two (2) copies of the Notice of Lawsuit and Request for Waiver of Service of Summons form, two (2) copies of the waiver form, two (2) copies of the complaint, two (2) copies of Plaintiff's initial disclosures, and two (2) copies of this Order to the U.S. Marshal Service for mailing to Defendant.

The U.S. Marshal Service employee mailing these items to Defendant shall affix the mailing date and his or her signature to each Notice of Lawsuit and Request for Waiver form. The Court **DIRECTS** the U.S. Marshal Service to mail these items to Defendant and send a copy of the notice form to the


**Clearly, the Courts Order dictates that the Clerk's Office was to provide and prepare forms to plaintiff for service; then Clerk was to process and forward all form for Service. Pacer confirms Plaintiff returned completed forms and Clerk's Office process and sent to Marshall for service.**



Clerk. If the waiver form is not returned to the U.S. Marshal Service within thirty-five (35) days, the U.S. Marshal Service shall personally serve the summons and complaint on Defendant. The executed waiver form or the completed USM 285 shall be filed with the Clerk. Defendant has a duty to avoid unnecessary costs of serving the summons, and if Defendant fails to comply with the request for waiver, it must bear the costs of personal service unless good cause can be shown for failure to return the waiver.

Plaintiff must also serve upon Defendant or its counsel a copy of every additional pleading or other document which is filed with the Clerk of the Court, including with each document filed a certificate stating the date on which an accurate copy of that document was mailed to Defendant or its counsel. The Court shall disregard any documents which have not been properly filed with the Clerk, or which do not include a certificate of service. Plaintiff shall keep the Court and Defendant advised of her current address at all times during the pendency of this action, and her failure to do so may result in dismissal of this action.

SO ORDERED, this 29 day of January, 2004.

  
\_\_\_\_\_  
JACK T. CAMP  
UNITED STATES DISTRICT JUDGE



## Summons Issued - Date Stamped

Case 1:03-cv-00925-WSD Document 9 Filed 03/16/04 Page 1 of 1  
AO 440 (Rev. 8/01) Summons in a Civil Action

**ORIGINAL**

UNITED STATES DISTRICT COURT

Northern

District of

Georgia

Tiwanda Lovelace

SUMMONS IN A CIVIL CASE

v.

DEKALB County  
Police Department

CASE NUMBER: 1:03-cv-925-JTC

TO: (Name and address of Defendant)

DEKALB County Police Department  
40 CEO Vernon Jones  
MANUEL J MALOOF Center  
1300 Commerce Dr., 6th Fl  
DECATUR GA 30030

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

Tiwanda Lovelace  
P.O. Box 232091  
LAS VEGAS NV 89123

an answer to the complaint which is served on you with this summons, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

Luther D. Thomas  
CLERK

3/16/04  
DATE

Olma Barkhead  
(By) DEPUTY CLERK

④

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Reports	Utilities	Logout
<a href="#">7</a>	Filed: 01/30/2004 Entered: 02/02/2004	Order
	Filed: 02/17/2004 Entered: 02/24/2004	Remark
<a href="#">8</a>	Filed: 02/17/2004 Entered: 02/24/2004	DEACTIVATED-Response to Initial Disclosures
	Filed & Entered: 03/16/2004	USM 285 Service
<a href="#">9</a>	Filed & Entered: 03/16/2004	Summons Issued
<a href="#">10</a>	Filed: 03/18/2004 Entered: 03/20/2004	Request for Waiver of Service
<a href="#">11</a>	Filed: 04/23/2004 Entered: 04/26/2004 Terminated: 09/17/2004	Motion for Clerks Entry of Default
	Filed & Entered: 04/26/2004	Notice (Other)
<a href="#">12</a>	Filed: 05/06/2004 Entered: 05/07/2004 Terminated: 11/24/2004	Motion for Miscellaneous Relief
	Filed & Entered: 06/23/2004	Submission to District Judge
<a href="#">13</a>	Filed: 07/12/2004 Entered: 07/20/2004	Return of Service Executed
	Filed: 07/15/2004 Entered: 07/21/2004	Order Reassigning Case
	Filed: 07/15/2004 Entered: 07/21/2004	Submission to District Judge

## 9 - SUMMONS WAS ISSUED 03/16/2004

12 - Clerks should have listed as Amended Motion for Summary Judgment instead of Motion for Miscellaneous Relief - Clerks delayed submitting to Judge

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**ports Utilities Logout**

	Filed & Entered: 03/16/2004	USM 285 Service
<a href="#">9</a>	Filed & Entered: 03/16/2004	Summons Issued
<a href="#">10</a>	Filed: 03/18/2004 Entered: 03/20/2004	Request for Waiver of Service
<a href="#">11</a>	Filed: 04/23/2004 Entered: 04/26/2004 Terminated: 09/17/2004	Motion for Clerks Entry of Default
	Filed & Entered: 04/26/2004	Notice (Other)
<a href="#">12</a>	Filed: 05/06/2004 Entered: 05/07/2004 Terminated: 11/24/2004	Motion for Miscellaneous Relief
	Filed & Entered: 06/23/2004	Submission to District Judge
<a href="#">13</a>	Filed: 07/12/2004 Entered: 07/20/2004	Return of Service Executed
	Filed: 07/15/2004 Entered: 07/21/2004	Order Reassigning Case
	Filed: 07/15/2004 Entered: 07/21/2004	Submission to District Judge
<a href="#">14</a>	Filed: 07/27/2004 Entered: 08/02/2004 Terminated: 11/24/2004	Motion for Miscellaneous Relief
	Filed & Entered: 08/02/2004	Submission to District Judge
<a href="#">16</a>	Filed: 08/16/2004 Entered: 08/20/2004	Certificate of Service

CM/ECF-GA Northern District Court-Person Ad... <https://ecf.gand.uscourts.gov/cgi-bin/HistDocQry.pl?77218>

**Full docket text:**  
Case reassigned to Judge William S. Duffey for all further proceedings. (mmc)

PACER Service Center			
Transaction Receipt			
03/26/2014 14:12:08			
PACER Login:	tl2930	Client Code:	
Description:	History/Documents	Search Criteria:	1:03-cv-00925-WSD
Billable Pages:	1	Cost:	0.10

**(12) - Amended Motion for Summary Judgment was entered into court system on 05/06/2004 but listed as Motion for Miscellaneous Relief.**

**Courts switched Judges on 07/12/2004 (two months after receiving Motion for Summary Judgment) but Clerks never submitted Amended Motion for Summary Judgment to then Judge Jack T Camp.**

## Motion

The screenshot shows the ECF system interface with a blue header bar containing the ECF logo and navigation links: Query, Reports, Utilities, and Logout. Below the header is a table with the following data:

	Entered:	03/20/2004	
11	Filed:	04/23/2004	Motion for Clerks Entry of Default
	Entered:	04/26/2004	
	Terminated:	09/17/2004	

Below the table is a browser window titled "CM/ECF-GA Northern District Court-Person Address - Google Chrome". The address bar shows the URL: [https://ecf.gand.uscourts.gov/cgi-bin/HistDocQry.pl?101955251010966-L\\_ShowDktTxt\\_1-0-22530--28-](https://ecf.gand.uscourts.gov/cgi-bin/HistDocQry.pl?101955251010966-L_ShowDktTxt_1-0-22530--28-). The main content area displays the "Full docket text:" as follows:

Notice of [11-2] motion for summary judgment by Tiwanda Lovelace filed 4/23/04 mailed 4/26/04. (bsm)

At the bottom of the browser window is a box labeled "PACER Service Center".

**CLEARLY SAYS FILED 04/23/04 AND MAILED 04/26/04...**

**SOME CLERKS PERFORMED THEIR DUTIES AND MAILED MOTIONS  
BUT DEFENDANTS DENIED RECEIVING EITHER THE SUMMONS OR  
MOTIONS.**

# U.S. DOJ Marshal USM-285 Initial Process Paperwork

U.S. Department of Justice  
United States Marshals Service

**PROCESS RECEIPT AND RETURN**  
See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form.

PLAINTIFF <b>Tiwanda Lovelace</b>		COURT CASE NUMBER <b>103 CV 0925</b>
DEFENDANT <b>DeKalb County Police Department</b>		TYPE OF PROCESS <b>Civil Complaint</b>
SERVE ➔	NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN <b>DEKALB County Police Department</b>	
AT	ADDRESS (Street or RFD, Apartment No., City, State and ZIP Code) <b>MANUEL J. MALOOF Center - CEO VERNON JONES</b> <b>1300 Commerce Dr. 6th Floor DECATUR GA 30030</b>	
SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW:		
<b>Tiwanda Lovelace</b> <b>P.O. Box 232091</b> <b>LAS VEGAS NV 89123</b>		Number of process to be served with this Form - 285 <b>1</b> Number of parties to be served in this case <b>1</b> Check for service on U.S.A.
SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available For Service):		

Signature of Attorney or other Originator requesting service on behalf of: <b>Joe Jones</b>		<input checked="" type="checkbox"/> PLAINTIFF <input type="checkbox"/> DEFENDANT	TELEPHONE NUMBER <b>702-837-9894</b>	DATE <b>02/07/04</b>		
<b>SPACE BELOW FOR USE OF U.S. MARSHAL ONLY — DO NOT WRITE BELOW THIS LINE</b>						
I acknowledge receipt for the total number of process indicated. (Sign only first USM 285 if more than one USM 285 is submitted)	Total Process	District of Origin No. _____	District to Serve No. _____	Signature of Authorized USMS Deputy or Clerk	Date	
I hereby certify and return that I <input type="checkbox"/> have personally served, <input type="checkbox"/> have legal evidence of service, <input type="checkbox"/> have executed as shown in "Remarks", the process described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., shown at the address inserted below.						
<input type="checkbox"/> I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below)						
Name and title of individual served (if not shown above)				<input type="checkbox"/> A person of suitable age and discretion then residing in the defendant's usual place of abode.		
Address (complete only if different than shown above)				Date of Service	Time am pm	
				Signature of U.S. Marshal or Deputy		
Service Fee	Total Mileage Charges (including endeavors)	Forwarding Fee	Total Charges	Advance Deposits	Amount owed to U.S. Marshal or	Amount of Refund

REMARKS:

PRIOR EDITIONS  
MAY BE USED

1. CLERK OF THE COURT

FORM USM-285 (Rev. 12/15/84)

**NOTE: Plaintiff's signature on USM-285 Form completed plaintiff's portion in accordance w/ Courts procedures.**

**Per Pacer No. 8 - Plaintiff returned ALL forms for Service and the Clerk was supposed to have processed. Pacer No. 9 - On 03/16/2004, Clerks processed.**



# U.S. DOJ Marshal USM-285 Second Process Paperwork

U.S. DOJ Marshal USM-285 Second Process Paperwork

U.S. GPO 2003-496-572/81254

U.S. Department of Justice  
United States Marshals Service

**PROCESS RECEIPT AND RETURN**  
See Instructions for "Service of Process by the U.S. Marshal"  
on the reverse of this form

<b>PLAINTIFF</b> Tiwanda Love, lace <b>DEFENDANT</b> De Kalb County Police Dept Solomon Jones <b>SERVE</b> De Kalb County Police Dept 90 Vernon Jones <b>AT</b> 1300 Commerce Drive 6th Floor Decatur, GA 30030	<b>COURT CASE NUMBER</b> 1:03-cv-925-JTC <b>TYPE OF PROCESS</b> Civil Complaint
--	--

**SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW**

Tiwanda Love, lace P.O. Box 232091 Las Vegas, NV 89123	Number of process to be served with this Form - 285 Number of parties to be served in this case Check for service on U.S.A.
--	---

**SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE! (Include Business and Alternate Addresses, All Telephone Numbers, and Estimated Times Available for Service)**

**Signature of Agency or other Originator requesting service on behalf of**

☐ PLAINTIFF ☐ DEFENDANT

**TELEPHONE NUMBER** **DATE**

**SPACE BELOW FOR USE OF U.S. MARSHAL ONLY - DO NOT WRITE BELOW THIS LINE**

I acknowledge receipt for the total number of process submitted (Sign only first USM 285 if more than one USM 285 is submitted)	Total Process 1	District of Origin No 19	District to Serve No 19	Signature of Authorized USMS Deputy or Clerk Chick Siler	Date 7/1/04
---	--------------------	-----------------------------	----------------------------	---	----------------

I hereby certify and return that I ☒ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks" the process described on the individual, company, corporation, etc. at the address shown above or on the individual, company, corporation, etc. shown in the address inserted below.

☐ I hereby certify and return that I am unable to locate the individual, company, corporation, etc., named above (See remarks below).

**Name and title of individual served (if not shown above)**  
 PATRICIA MOORE Ex. Sec. to CEO

**Address (complete only if different than shown above)**

**Date of Service** **Time**  
 7/1/04 12:20 PM

**Signature of U.S. Marshal or Deputy**  
 J.B.C. COLE

Service Fee \$45.00	Total Mileage Charges (including out-of-pocket) \$15.00	Forwarding Fee \$60.00	Total Charges \$120.00	Advance Deposit	Amount of Refund
------------------------	--	---------------------------	---------------------------	-----------------	------------------

**REMARKS**  
 1ST ENROUTE - 1x DUSM, 40 MILES - RT, SERVED.

JUL 12 2004

LUTHER D. THOMAS  
 By *[Signature]*  
 Deputy Clerk

Attachment B

**NOTE: Plaintiff's signature not listed...Clerks decided to process another Summons - (4) Four Months Later - 07/09/2004, after ignoring Request for Summary Motion for Judgment after allotted 20 days for response and after switching Judges. I was never addressed but the Clerks processed this without a Court Order. The initial Courts Order advising Clerks to process was back in February not July. Clerks was supposed to Enter Default and Motion for Summary Judgments after 20 days.**

**Amended Motion for Entry of Default w/ Docs Supporting Genuine Issue for Trial**

Case 1:03-cv-00925-WSD Document 12 Filed 05/06/04 Page 1 of 27

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

FILED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

MAY 06 2004

LOTHER D. THOMAS, CLERK  
BY [Signature] Deputy Clerk

TIWANDA LOVELAKE, *Pro Se*,

Plaintiffs,

v.

CIVIL ACTION FILE

NO. 1-03-CV-0925-jlc

DEKALB COUNTY POLICE  
DEPARTMENT,  
Et al.,

Defendants.

**Request For Entry of Default Due To Defendants Failure to file  
Answer to Complaint And Request for Summary Judgment;  
AMENDED to include Attachments supporting genuine issue for trial**

1. March 13, 2003, Complaint was filed and on January 30, 2004 plaintiff was allowed to proceed with civil action. On March 16, 2004, summons was issued with Complaint upon the Respondent. The Summons directed that the Respondent file an answer with the Department within 20 calendar days of receipt of the Notice of Summons and Complaint. The Defendants

was sent Request for Waiver of Service that was to be returned by April 16, 2004 but have failed to submit to the District Court clerk's office.

2. The Notice of Civil Complaint and Summons provided that failure to file an answer would constitute a default and a waiver of the right to a hearing (In accordance with Article 7 of Chapter 11 of Title 9 of the O.C.G. A. and F.C.R.P Rule 55 - Failure to answer a Complaint is grounds for a default judgment).

**Request for Summary Judgment: AMMENDED**

3. Defendants failed to respond to plaintiff's complaint, which states while acting under color of state law, abused their status as officers by failing to prevent the posting and maintenance of inaccurate information on criminal background listed as Attachment C, exhibit 4. (According to CI, Official Transcript, pg. 2- D.A. stated 'Plaintiff had no prior criminal record' as of July 31, 1992, yet, CJIS/GCIC dated Oct 22, 2002 implies First Offender Act changed to conviction Oct. 22, 1988 when plaintiff was not sentenced for original and only charge of theft by taking until July 31, 1992- per attached Certified Copy of Original Criminal Proceedings.)



4. Defendants failed to respond to plaintiff's complaint which states that although Dekalb County Police Officers, defendants, are responsible for adequate training, implement procedures that provide validation annually of information provided in order to avoid errors, yet, for more (10) ten years dates and charges were misrepresented implying repeated criminal activities. (CJIS/GCIC lists several different charges for same original offense; also, arrest or received dated June 27, 1992 list charges 1-Financial Transaction card fraud, 2. Theft by taking – when in fact per Official Transcript, pg. 3 lines 07-11 state clearly that this was exact date when Lovelace, plaintiff took plane to turn herself in 4 years after- yet, officers attempted to imply continued criminal activity. Although charges were dismissed as quickly as assigned, officers aware of how to manipulate records did the damage intentionally- without serving warrant plaintiff had no knowledge, hence, no opportunity to defend.)
5. Defendants failed to respond to complaint that states that Plaintiff was unlawfully and unconstitutionally denied Due Process protection which includes; notice of modification and opportunity for rebuttal before sentence was modified changing First Offender Act to conviction. Defendants can not produce notice because no notice was given. According to CJIS/GCIC

sentence modified Oct. 28, 1988 and warrant issued May 19, 1993- without cause, notice or due process five months after Interstate Case reports declared Lovelace reporting as directed. (Refer to Attachments for copy of Interstate Case Report, copy of original Conditions of Probation, and attached Certified Copy of Original Criminal Proceedings only list offense as Theft by Taking not Forgery, Credit Card Fraud, etc...)

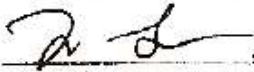
6. Defendants had every opportunity to respond and could have easily served warrant on many occasions being that Plaintiff's address was on file with Detroit Probation office making whereabouts were available, yet, warrant remains on GCIC/CJIS even 14years later continuing to impede and cause harm to Plaintiff's reputation, which has limited employment opportunities. Plaintiff contends this shows willful intent, and malicious conduct but Defendant failed to respond. According to CJIS/GCIC, warrant NCIC #w612857969 was issued May 19, 1993 while Lovelace was reporting to Michigan Probation Office. Several attempts were previously made to enforce original warrant but no attempt was made to enforce current warrant for over 14 years- barring plaintiff from any opportunity for rebuttal.
7. Defendants failed to respond to previous attempts to correct and challenge the accuracy of plaintiff's background. (Refer to letters sent- listed in



Original Complaint as Attachment C7, C11- Refer to attached letter, documents, and CJIS/GCIC was submitted to D.A. c/o defendant with proof of delivery.)

8. Defendants can offer no legitimate, let alone compelling, interest to justify its discriminatory treatment and refusal to provide equal protection under the Fourteenth Amendment. Even after providing defendants with necessary information to prove incorrect information was allowed to remain on CJIS/GCIC, defendants refused to respond. Defendants can not produce any just cause as to how sentence could be modified without proper procedures being followed and valid documents filed to justify actions which has led to over 14 years of misleading information, incorrect dates/charges to imply repeated criminal activity.

WHEREFORE, Plaintiff respectfully prays that the Court grant the equitable and legal relief set forth in the Prayer for Relief in initial Complaint listed on pgs 21-22; which includes- Court Cost, Punitive damages, Compensatory damages, and include the Plaintiffs record being expunged in accordance with Statutes and Laws.

Signed:   
Tiwanda Lovelace, *Pro se*  
Address: P. O. Box 232091  
Las Vegas, NV 89123  
(702) 837-9894 (702) 845-2442

**ATTACHMENTS (1-6)**

1. **CJIS/GCIC dated Oct. 22, 2002, 6 pgs.** This lists 5 arrest or received notations and one warrant allegedly for non-payment of restitution. All arrest or received notations are in reference to original, single act for which plaintiff was given First Offender Act.
2. **Clerk of Superior Court CERTIFICATION, 3pgs.** – Copy of original criminal proceedings for case # 89cr2414 – 3 of 6 pgs. Filed in open court July 31, 1992.
3. **Copy of Original Transcript, 4 pgs.** (pg.1- list July 31<sup>st</sup>, 1992 as court date; pg. 2 line 16-17 shows D.A. stating 'Ms. Lovclace by our records has no prior criminal record'; pg. 3 lines 7-11- states clearly 'plaintiff turned herself in on July 27<sup>th</sup>'; pg.16- provides recertified date Nov. 08, 2002.)
4. **Copy of Interstate Case Report, 1 pg.** from Michigan probation office, dated Aug. 02, 1993, (requested immediately after discovering information maintained on CJIS/GCIC).
5. **Copy of original Conditions of Probation, 1 pg.** advising transfer to Michigan approved and assigning Probation Officer, K. Funny.
6. **Copies of 2 Letters, 3 pgs ea. requesting corrections, challenging accuracy and completeness of CJIS/GCIC sent to District Attorneys office and FBI, CJIS division with proof of delivery.**

DATE: 10/22/2002  
RESULT: 5

UNITED STATES OFFICE OF PERSONNEL MANAGEMENT  
INVESTIGATIONS SERVICE

\*\*\*\*\*  
\*\*\*\*\* CASE CLOSING TRANSMITTAL  
\*\*\*\*\*

CLOSED: 10/22/2002

CASE #: 03K72953 TYPE/SERVICE: SAC - 35  
EXTRA COVERAGE:  
NAME: LOVELACE, TIWANDA G  
SSN: 381-80-7045 DOB: 07/02/1967 POSITION:

\*\*\*\*\*

SQM: 482F  
ATLANTIC SOUTHEAST AIRLINE  
ALLANTIC SOUTHEAST AIRLINE INC  
ADMINISTRATION  
100 HARTSFIELD CENTRE PKWY  
SECURITY  
SUITE 800  
ATLANTA, GA 30354

\*\*\*\*\* MAIL TO

\* SOI: TD26  
\* D/TRANSPORTATION  
\* FEDERAL AVIATION  
\* OFFICE OF CIVIL AVIATION  
\* AC0200/RM 312  
\* 800 INDEPENDENCE AVE, SW  
\* WASHINGTON, DC 20591

\*\*\*\*\*

AGENCY DATA:

OPM ADJUDICATION: NOT APPLICABLE

THE ITEM INFORMATION SUMMARIZED BELOW, AND ANY REPORTS OF  
INVESTIGATION, INQUIRY FORMS AND/OR OTHER ATTACHMENTS WITH THIS  
TRANSMITTAL, COMPLETE THE INVESTIGATION REQUESTED ON THE PERSON  
IDENTIFIED ABOVE.

THIS CASE HAS BEEN ELECTRONICALLY TRANSMITTED TO THE AGENCY

\*\*\*\*\* ITEM INFORMATION  
\*\*\*\*\*

ITM	TYPE	ITEM IDENTIFICATION/LOCATION	CM RESULTS
***	***	*****	**
*****			
B01	FBIF	263294HA5	L RECORD

\*\*\*\*\* END CASE CLOSING TRANSMITTAL  
\*\*\*\*\*

\*\*\*\*\* FBI ARREST RECORD TO FOLLOW \*\*\*\*\*



OPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF02

ICN IFCS0004000018734535

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY  
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

THIS RECORD IS SUBJECT TO THE  
FOLLOWING USE AND DISSEMINATION RESTRICTIONS

UNDER PROVISIONS SET FORTH IN TITLE 28, CODE OF FEDERAL  
REGULATIONS (CFR), SECTION 50.12, BOTH GOVERNMENTAL AND NONGOVERNMENTAL  
ENTITIES AUTHORIZED TO SUBMIT FINGERPRINTS AND RECEIVE FBI  
IDENTIFICATION  
RECORDS MUST NOTIFY THE INDIVIDUALS FINGERPRINTED THAT THE FINGERPRINTS  
WILL BE USED TO CHECK THE CRIMINAL HISTORY RECORDS OF THE FBI.  
IDENTIFICATION RECORDS OBTAINED FROM THE FBI MAY BE USED SOLELY FOR  
THE PURPOSE REQUESTED AND MAY NOT BE DISSEMINATED OUTSIDE THE RECEIVING  
DEPARTMENT, RELATED AGENCY OR OTHER AUTHORIZED ENTITY. IF THE  
INFORMATION  
ON THE RECORD IS USED TO DISQUALIFY AN APPLICANT, THE OFFICIAL MAKING  
THE  
DETERMINATION OF SUITABILITY FOR LICENSING OR EMPLOYMENT SHALL PROVIDE  
THE  
APPLICANT THE OPPORTUNITY TO COMPLETE, OR CHALLENGE THE ACCURACY OF, THE  
INFORMATION CONTAINED IN THE FBI IDENTIFICATION RECORD. THE DECIDING  
OFFICIAL SHOULD NOT DENY THE LICENSE OR EMPLOYMENT BASED ON THE  
INFORMATION IN THE RECORD UNTIL THE APPLICANT HAS BEEN AFFORDED A  
REASONABLE TIME TO CORRECT OR COMPLETE THE INFORMATION, OR HAS DECLINED  
TO  
DO SO. AN INDIVIDUAL SHOULD BE PRESUMED NOT GUILTY OF ANY CHARGE/ARREST  
FOR WHICH THERE IS NO FINAL DISPOSITION STATED ON THE RECORD OR  
OTHERWISE  
DETERMINED. IF THE APPLICANT WISHES TO CORRECT THE RECORD AS IT APPEARS  
IN THE FBI'S CJIS DIVISION RECORDS SYSTEM, THE APPLICANT SHOULD  
BE ADVISED THAT THE PROCEDURES TO CHANGE, CORRECT OR UPDATE THE RECORD  
ARE  
SET FORTH IN TITLE 28, CFR, SECTION 16.34.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE  
DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI NO.	DATE REQUESTED
LOVELACE, TIWANDA GATI	263294HA5	2002/10/22
SEX	RACE	BIRTH DATE
F	B	1967/07/02
HEIGHT	WEIGHT	EYES
504	155	BRO
HAIR	BIRTH PLACE	
BLK	GEORGIA	
FINGERPRINT CLASS	PATTERN CLASS	CITIZENSHIP
PM DI DI 27 13	WU WU WU WU RS WU WU WU LS LS	UNITED STATES
DI DO PO 23 14	RS	
	AU	
	WU	

END OF PART 1 - PART 2 TO FOLLOW



OPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF0Z  
PART 2

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HA5

- 4/25 ✓ 1-ARRESTED OR RECEIVED 1987/06/11 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470  
CHARGE 1-SIMPLE BATTERY-1CT M
- 2-ARRESTED OR RECEIVED 1988/10/27 SID- GA1308973A  
AGENCY-COUNTY POLICE DEPT LAWRENCEVILLE (GA0670200)  
AGENCY CASE-39931 NAME USED-LOVELACE,TIVANDA GAIL  
CHARGE 1-CRIMINAL ATTEMPT TO COMMIT THEFT BY DECEPTION  
~CHARGE 2-GIVING FALSE NAME  
~CHARGE 3-BAD CHECK
- COURT-SUPERIOR COURT LAWRENCEVILLE (GA0670150)  
CHARGE-THEFT BY DECEPTION  
SENTENCE-  
DISP- DISMISSED; SENT- NOLLE PROSSED OKT#89B05774  
CHARGE-GIVING FALSE NAME/INFORMATION TO POLICE  
SENTENCE-  
DISP- DISMISSED, SENT- NOLLE PROSSED
- NO 3-ARRESTED OR RECEIVED 1988/10/28 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470 NAME USED-LOVELACE,TIWANDA GAIL ROBINSON  
CHARGE 1-FORGERY IN FIRST DEGREE 1CT-F  
CHARGE 2-THEFT BY DECEPTION 1CT-F
- COURT-DISTRICT ATTORNEY DECATUR (GA044015A)  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- CONVICTED, SENT- FIRST OFFENDER ACT CHANGED TO CONVICTION  
CONVICTION OCGA42-8-65 B 96HRS COMM SV, PROB- 5Y  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- CONVICTED, SENT- CONCURRENT WITH COUNT ONE, PROB- 12M

END OF PART 2 - PART 3 TO FOLLOW

OPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF02  
PART 3

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HA5

4-ARRESTED OR RECEIVED 1988/11/15 SID- GA1308973A  
AGENCY-DE KALB COUNTY PD DECATUR (GA0440200)  
AGENCY CASE-136470  
CHARGE 1-FORGERY IN THE 1ST DEGREE-F-1CT-V0

COURT-DISTRICT ATTORNEY DECATUR (GA044015A)  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- FIRST OFFENDER ACT 96HRS COMM SV, PROB- 5Y  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- FIRST OFFENDER ACT, SENT- CONCURRENT WITH COUNT ONE

5-ARRESTED OR RECEIVED 1992/06/27 SID- GA1308973A  
AGENCY-SHERIFF'S OFFICE DECATUR (GA0440000)  
AGENCY CASE-136470  
CHARGE 1-FINANCIAL TRANSACTION CARD FRAUD-F-1CT  
CHARGE 2-THEFT BY TAKING-F-2CTS

COURT-SUPERIOR COURT DECATUR (GA044015J)  
CHARGE-FINANCIAL TRANSACTION CARD FRAUD  
SENTENCE-  
DISP- NOT PRESENTED TO GRAND JURY  
CHARGE-THEFT BY TAKING  
SENTENCE-  
DISP- NOT PRESENTED TO GRAND JURY 2CTS CC  
CHARGE-FINANCIAL TRANSACTION CARD THEFT  
SENTENCE-  
DISP- DISMISSED, SENT- NOLLE PROSSED ADDED CHARGE

-----  
\* WANTED \*  
\* \*  
\* CONFIRM THAT WARRANT IS STILL OUTSTANDING \*  
\* \*  
\* AGENCY-SHERIFF'S OFFICE DECATUR (GA0440000) \*  
\* WANTED-MCIC #W612857969 \*  
\* LOVELACE, TIWANDA GAIL \*  
\* PROB VIOLATION - SEE MIS (IDENTIFY ORIGINAL \*  
\* OFFENSE) \*  
\* CASE #P89CR2414 \*  
\* DATE OF WARRANT 05/19/1993 \*  
\* NOTIFY GA0440000 SHERIFF'S OFFICE DECATUR GA \*  
-----

END OF PART 3 - PART 4 TO FOLLOW

DPM CASE NUMBER: 03K72953 CASE NAME: LOVELACE  
SOI: TD26

UNITED STATES DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION  
CLARKSBURG, WV 26306

USOPMUF0Z  
PART 4

ICN IFCS0004000018734535

- FBI IDENTIFICATION RECORD - FBI NO-263294HA5

RECORD UPDATED 2002/10/22

ALL ARREST ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON  
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL  
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.



**CLERK OF SUPERIOR COURT**

207 DEKALB COUNTY COURTHOUSE  
556 NORTH McDONOUGH STREET  
DECATUR, GEORGIA 30030

**LINDA CARTER**  
CLERK OF SUPERIOR COURT

404-371-2836

**CERTIFICATION**

THIS IS TO CERTIFY THAT THE WITHIN IS A TRUE AND CORRECT  
COPY OF THE ORIGINAL CRIMINAL PROCEEDINGS IN

CASE NUMBER: 89CR2414

6 pages

THE STATE OF GEORGIA

Vs.

TIWANDA LOVELAC

THAT IS OF RECORD AND ON FILE IN THE CLERK'S OFFICE

This 7 Day of NOVEMBER, 2002

DEPUTY CLERK [Signature]





IN THE SUPERIOR COURT OF DEKALB COUNTY

FINAL DISPOSITION  
89CR241

THE STATE OF GEORGIA  
VS

*BIF*  
*Tiananda Lovelace*

INDICTMENT NO.  
*Theft by Taking*  
*(2 counts)*

*July* TERM 19 *92*

*1-2*  
☒ GUILTY ON COUNT(S) *1-2*  
☐ NOLO CONTENDERE ON COUNT(S)  
☐ TO LESSER INCLUDED OFFENSE(S)  
ON COUNT(S)  
☐ JURY  
☐ NON-JURY  
☐ GUILTY ON COUNT(S)  
☐ NOT GUILTY ON COUNT(S)  
☐ GUILTY OF INCLUDED OFFENSE(S) OF ON COUNT(S)  
OTHER DISPOSITION  
☐ NOLLE PROSECUTIO ORDER ON COUNT(S)  
☐ DEAD DOCKET ORDER ON COUNT(S)  
SEE SEPARATE ORDER

WHEREAS, the above-named defendant has been found guilty of the above-stated offense, WHEREUPON, it is ordered and adjudged by the Court that: The said defendant is hereby sentenced to confinement for a period of *5 years probation* *as to Count 1; 12 months probation as to Count 2* in the State Penal System or such other institution as the Commissioner of the State Department of Offender Rehabilitation may direct to be computed as provided by law. *both counts to run concurrent*  
HOWEVER, it is further ordered by the Court:  
1. THAT the above sentence may be served on probation

2. THAT upon service of \_\_\_\_\_ of the above sentence, the remainder of \_\_\_\_\_ may be served on probation PROVIDED that the said defendant complies with the following general and other conditions herein imposed by the Court as part of this sentence.

**FIRST OFFENDER SENTENCE**  
WHEREAS, said defendant has not previously been convicted of a felony nor a misdemeanor, and he has pled himself of the provision of the First Offender Act (Ga. Laws 1968, p. 324).  
NOW, THEREFORE, the defendant consenting hereto, it is the judgment of this Court that no judgment of guilt or sentence be imposed at this time, but that further proceedings are deferred and defendant is hereby placed on probation for the period of *See Above* from this date provided that said defendant complies with the following general and special conditions herein imposed by the Court as part of this sentence.  
PROVIDED, further, that upon violation of the terms of probation, the Court may enter an adjudication of guilt and proceed to sentence defendant to the maximum sentence provided by law. Upon fulfillment of the terms of probation or upon release of the defendant by the Court prior to the termination of the period thereof, the defendant shall stand discharged of said offense charged and shall be completely exonerated of guilt of said offense charged.  
Let a copy of this Order be forwarded to the Office of the State Probation System of Georgia, and to the Identification Division of the Federal Bureau of Investigation.

**GENERAL CONDITIONS OF PROBATION**  
The defendant, having been granted the privilege of serving all or part of the above-stated sentence on probation, hereby is sentenced to the following general conditions of probation:

- 1. THAT defendant not violate any State or Federal laws to be adjudged by the Court.
- 2. THAT defendant make regular reports to the Adult Probation Officer of DeKalb County as directed.
- 3. THAT defendant keep the Adult Probation Officer of DeKalb County informed at all times of the defendant's place of employment and residence address.
- 4. THAT defendant shall, from time to time upon oral or written request by any probation officer, produce a breath, urine, and/or blood specimen for analysis for the possible presence of a substance prohibited or controlled by any law of the state of Georgia or of the United States.
- 5. THAT defendant pay a fine in the amount of \$ \_\_\_\_\_ plus \$50.00 or 10% of said fine, whichever is less pursuant to O.C.G.A. 17-21-70 and pay a jail fee in the amount of \$ \_\_\_\_\_, and pay restitution in the amount of \$ *4600.00* and probation fee \$ \_\_\_\_\_ Court Costs \$ \_\_\_\_\_ attorney's fee through the adult probation officer as provided by said officer.
- 6. THAT defendant undergo and successfully complete any alcohol, drug, mental health or educational program as directed by the probation officer.
- 7. THAT defendant must complete \_\_\_\_\_ hours of Community Service as directed by Adult Probation.

**OTHER CONDITIONS OF PROBATION**  
IT IS FURTHER ORDERED that the defendant abide by all other general conditions of probation as set forth herein. *Probation may be transferred to Michigan (DEMOIT) LWN*

IT IS THE FURTHER ORDER of the Court, and the defendant is hereby advised that the Court may, at any time, revoke any conditions of this probation and/or discharge the defendant from probation. The probationer shall be subject to arrest for violation of any condition of probation herein granted. If such probation is revoked, the Court may order the execution of the sentence which was originally imposed or any portion thereof in the manner provided by law after deducting therefrom the amount of time the defendant has served on probation.

Filed in Open Court, this *31st* day of *July* 19 *92* *Lisa A. Hatcher* Deputy Clerk

CLERK

Signed and this *31st* day of *July* 19 *92* *Linda W. Hatcher*  
Judge, DeKalb Superior Court



STATES WITNESSES:

Det. A. W. Lane  
Dakota County Police Department

No. 89-cr-0114

Dakota Superior Court

MARCH Term 19 89

THE STATE

VERSUS

TIWANDA GAIL LOVELADE

AKA KIM LAVENE FRANKLIN

DO038663

THEFT BY TAKING (TWO COUNTS)

BILL

*For*  
*April H. Edwards*

Foreman

The Defendant Tiwanda Gail Lovelade  
witness copy of indictment, list of witnesses, bill panel, bench area, jury list and places.

*Guilty*

This the 31<sup>st</sup> day of July 19 89

*for*  
*James M. Mudd*  
District Attorney

*Tiwanda Lovelade*  
Defendant

I REQUEST TO BE TREATED  
UNDER THE FIRST OFFENDER ACT.

*Tiwanda Lovelade*  
DEFENDANT

We, the Jury, find the defendant

FILED  
JULY 30, 1989  
CRIMINAL DIV.  
APR 20 9 32 AM '89  
WILLIAM SMITH  
CLERK OF SUPERIOR COURT

IN THE SUPERIOR COURT FOR THE COUNTY OF DEKALB  
STATE OF GEORGIA

THE STATE OF GEORGIA	)	
	)	
vs.	)	CRIMINAL ACTION CASE
	)	NO. 89-CR-2414-8
TIWANDA GAIL ROBINSON	)	
LOVELAC	)	
Defendant.	)	

COPY

Transcript of plea proceedings in the above-captioned case held before the HONORABLE LINDA WARREN HUNTER, SUPERIOR COURT JUDGE, on July 31st, 1992, in Room 506 of the DeKalb County Courthouse, Decatur, Georgia.

FILED  
DEKALB CO. CLERK  
JUL 31 1992  
DECATUR, GA.

APPEARANCES OF COUNSEL:

GREGORY GIORNELLI, ASSISTANT DISTRICT ATTORNEY, DeKalb County Courthouse, Room 707, Decatur, Georgia 30030, on behalf of the STATE.

CORINNE MULL, ASSISTANT PUBLIC DEFENDER, 120 West Trinity Avenue, Room 408, Callaway Building, Decatur, Georgia 30030, on behalf of the DEFENDANT.

TAMMY S. HOFFMANN  
Official Court Reporter  
Stone Mountain Judicial Circuit

1                                    P R O C E E D I N G S

2                    (WHEREUPON, the Court commenced at 9:35  
3                    A.M. after which the following proceedings took  
4                    place.)

5                    MR. GIORNELLI: Judge this is 89-CR-2414.  
6                    Ms. Lovelac is charged with two counts of theft  
7                    by taking. Count 1 is a felony. Count 2 is a  
8                    misdemeanor.

9                    The defendant opened checking accounts at  
10                   Bank South and Tucker Federal on October 21st of  
11                   1988. She made deposits with out of state  
12                   checks on a closed account. Over the next  
13                   several days the defendant was able to withdraw  
14                   some \$4300 from Tucker Federal and \$300 on the  
15                   Bank South, on the newly opened account.

16                   Ms. Lovelac by our records has no prior  
17                   criminal record. She is 25 years old. The  
18                   State makes a recommendation of five years  
19                   probation, restitution in the amount of \$4600  
20                   and community service of 100 hours.

21                   THE COURT: Ms. Mull.

22                   MS. MULL: Your Honor, we would ask you to  
23                   go along with that recommendation. Ms. Lovelac  
24                   is from Detroit, Michigan. Your Honor, she took  
25                   a plane and turned herself in here. She has

1           been living with her husband and her two  
2           children. She has had one year of college at  
3           DeKalb Community but has been in Detroit now  
4           since about 1989.

5           THE COURT: Her husband and family live  
6           here in Georgia?

7           MS. MULL: No, live in Detroit, and she  
8           lives in Detroit, as well. There was a warrant  
9           out for her and she took a plane and came on  
10          down here to take care of these matters. And  
11          she has been here since June 27th.

12          Your Honor, we would ask that you go along  
13          with the five years probation and allow her case  
14          to be transferred to Detroit for collection of  
15          the moneys. And we would stipulate to the  
16          amount of restitution.

17          THE COURT: There is also the requirement  
18          of the community service. I believe it was  
19          100 --

20          MR. GIORNELLI: 100 hours is what I  
21          recommended.

22          THE COURT: Is that something that can be  
23          divided? It has either got to be 96 or eight  
24          hours a day.

25          MR. GIORNELLI: That is fine.



C E R T I F I C A T E

STATE OF GEORGIA,  
COUNTY OF DEKALB:

I, TAMMY S. HOFFMANN, DO HEREBY CERTIFY THAT THE  
FOREGOING PROCEEDINGS, PAGES NUMBERED 2 THROUGH 15,  
TAKEN DOWN BY ME AS AN OFFICIAL COURT REPORTER FOR THE  
SUPERIOR COURT OF DEKALB COUNTY CONSTITUTE A TRUE AND  
CORRECT TRANSCRIPT OF THE PROCEEDINGS HAD BEFORE SAID  
COURT IN THE MATTER THEREIN STATED.

THIS CERTIFICATION IS EXPRESSLY WITHDRAWN AND  
DENIED UPON THE DISASSEMBLY OR PHOTOCOPYING OF THE  
FOREGOING TRANSCRIPT, OR ANY PART THEREOF, UNLESS SAID  
DISASSEMBLY OR PHOTOCOPYING IS DONE BY THE UNDERSIGNED  
OFFICIAL COURT REPORTER AND ORIGINAL SIGNATURE AND SEAL IS  
ATTACHED THERETO.


THIS, THE 23RD DAY OF JUNE, 1993.

TAMMY S. HOFFMANN, RPR, CCR  
B-1318



MICHIGAN DEPARTMENT OF CORRECTIONS  
BUREAU OF FIELD SERVICES

INTER-STATE CASE REPORT

		PROBATION F-211289-1	
		DATE	8/2/93
CFR 128 6/84			
ATTENTION G. PETER CHATFIELD	RE: TIWANDA LOVELANCE	NO. 3710898520	STATE GEORGIA
REASON FOR REPORT CLOSING INTEREST		FROM SYLVIA SMITH	
REMARKS:			
<p>Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92.</p> <p>Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the County of Dekalb.</p> <p>There is currently a warrant for her arrest, that was issued by Georgia authorities, therefore, we are closing interest in this case.</p> <p>JLA:SS:dv</p> <p>Approved by:  James L. Anderson, Supv.</p>			
TO		DATE	
COMMENTS:			
DERRY M JOHNSON		BY:	SUPERVISOR OF INTERSTATE

CONDITIONS OF PROBATION

STATE OF GEORGIA

SENTENCE NUMBER 37-108-98520

VS

OFFENSE Theft by TakingCOURT SuperiorJUDGE Linda W. HunterTJAWANDA GAIL LOVELACE

you having been granted Probation by the Court in the above styled case, are furnished, herewith, a copy of the Conditions of Probation. Violation of any of them can result in your arrest and the possible revocation of your Sentence.

## THE CONDITIONS OF PROBATION ARE AS FOLLOWS:

- 1) Be of good behavior, avoiding narcotics and excessive use of alcoholic beverages.
- 2) Report to your Probation Officer at such time, place, and as often as he may require, and permit such Officer to visit you at home or elsewhere.
- 3) Associate with people of reputable character and avoid places of bad reputation.
- 4) Submit to any rehabilitative service and/or drug testing as directed by the Probation Office.
- 5) Work faithfully at suitable employment insofar as may be possible.
- 6) Notify your Probation Officer immediately of any change of address. Obtain prior permission to move outside the jurisdiction of the Court or leave the State for any period of time.
- 7) Support your legal dependents to the best of your ability.
- 8) Violate no Local, State or Federal Penal Laws.
- 9) If permitted to move or travel to another state, waive extradition from any jurisdiction where you may be found and not contest any effort by any jurisdiction to return you to this state.
- 10) You MUST make your payments to the DeKalb Probation Office and make them exactly as you are instructed. You MUST use your full name and put your Sentence Number on each payment when you mail it so that this office can properly identify your case. NO PERSONAL CHECKS.

MAIL PAYMENT TO: Central DeKalb Probation  
547 Church Street (404) 370-5113  
Decatur, Ga 30030

OTHER SPECIAL CONDITIONS ORDERED BY THE COURT ARE THAT: You must perform 96 Hours CS.  
Probation to AS (Carol) Ramirez at (313) 224-2440. You can call him from Decatur, Ga. (404) 370-5113.  
has been referred to Michigan.  
 You are to make Restitution in the amount of \$ 46.00. You are to pay a Fine in the amount of \$ NA, plus a Post Fee of \$ NA; said payments to be made at the rate of \$ 46.00 per month, beginning 9/10/92. You are to pay a Probation Fee in the amount of \$ NA, payable at the rate of \$ NA per NA, beginning NA.

Your Probation Officer is K. Funderly, Telephone Number (404) 370-5113

OFFICE HOURS: 8:00 A.M. to 5:00 P.M., Monday through Friday, except Holidays.

THE CONDITIONS OF PROBATION AS OUTLINED ABOVE HAVE BEEN READ AND/OR EXPLAINED TO ME BY Kristy Funderly. I FULLY UNDERSTAND ALL OF THE CONDITIONS OF PROBATION AND I, HEREBY, ACKNOWLEDGE RECEIPT OF A COPY OF THE CONDITIONS OF PROBATION.

8/1/92  
 Date

Tjwanda Lovelace  
 Signature of Probationer

The Conditions of Probation and FOA Sentencing clearly allocated guidelines for Probationer.

Tiwanda Lovelace  
5450 E. Lake Mead #210  
Las Vegas NV 89156  
Mailing address

November 19, 2002

District Attorney  
556 N. McDonough Street  
Decatur GA. 30030

ATTN: Attorney

RE: Alleged Probation Violation-Tiwanda Lovelace

As set forth in Title 28, CFR, Section 16.34, I would like to challenge the accuracy and completeness of at least (4) four entries in reference to my CJIS background investigation.

I have been before a Judge involving criminal activity twice in my life. Once I was facing a charge of Simple battery (domestic), which was dismissed; the other, Theft by Taking (2 counts= 1 felony and 1 misdemeanor). I was given the First Offender Act, 5yrs Probation, 96 hrs. community service, and restitution.

I have enclosed a copy of the original disposition of the case and a certified copy of Transcript of proceeding, including sentencing; which states clearly the events and conditions of sentencing. Transcript states that non-payment alone would not constitute grounds for the issuance of a warrant, which, in turn would revoke probation and cause or allow the First Offender Act to be changed to conviction (*Refer to TRNSCRPT, pg. 13 line 24 - pg. 14 line 1-6 and lines 20-23*).

*The Court: "If Michigan sends back down a warrant saying you have not paid the restitution and that is the only thing, I would have you come back to Georgia and we would have a walk I hearing, if we could get you to come back on your own, I wouldn't have you arrested, I would find out whether or not you still have a job."*  
*"The important thing is for you to report, regardless. I absolutely never sign a warrant if the only thing it says is somebody hasn't paid the money."*

I have also enclosed a copy of original Conditions of Probation, signed on August 7, 1992 and a copy of an Inter- State Case Report from the Department of Corrections Probation Services dated August 2, 1993. This report advises that I was officially accepted for supervision on December 22, 1992 and states that I was reporting as directed. This report says that Michigan closed interest August 2, 1993 because (3 months prior) Georgia Authorities issued a warrant for non-payment of restitution on May 19, 1993. From the date case was accepted, my address was on file with Michigan



but I was never notified of any scheduled hearing to discuss non-payment of restitution, (as stipulated above). (Refer to Inter-State Case Report).

*"Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the county of Dekalb."*

*"There is currently a warrant for her arrest; that was issued by Georgia Authorities, therefore, we are closing interest in this case."*

In reference to CJIS, No. 3 and No. 4, the dates and charges are not accurate, both are in reference to same case. I was originally arrested on October 28, 1988 for Theft by Taking. I fled until June 27, 1992, (which was 4 years later) I turned myself in to Georgia Authorities. Both No. 3 and No. 4 combined shows 5 different charges and different dates that need to be updated and corrected. (Refer to TRSNCRPT, pg. 3 line 8-11)

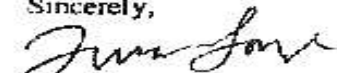
*Attorney: "There was a warrant out for her and she took a plane and came on down here to take care of these matters. And she has been here since June 27"*

In reference to CJIS, No. 5, the date listed here was when I turned myself in for the original and only case from October 28, 1988, (4 years prior). I was fingerprinted again and presented with new case. Assured of my innocence, I complied by submitting a handwriting analysis because I know I did not do it. There was also an issue regarding illegal photo line up used to initiate case. I was advised this was dropped. Transmittals suggest further and continued criminal activity by incorrectly entering information.

In my attempts to have this corrected, I have been forwarded back and forth by phone. I am unsure of whom I should contact, so I requesting corrections thru your offices. This is the first time that I have been given the opportunity to view this background investigation report. Over the last (9) nine years, I have been asked to resign from a decent paying job (which was enabling me to provide for my children. I have been denied the opportunity for a hearing and due process.

This background investigation does not reflect a person who has only been convicted once. Since 1992, I have not been involved with any criminal activity. Due to the compilations of charges, incorrect dates, implications of continued multiple offenses, and denial of due process, I have been condemned and forced to suffer grievous loss of opportunities that should have rightfully been attained by myself. The lifestyle free from further criminal activity should have been rewarded with a chance to provide a decent life, instead, I was undercut and disgraced by incomplete and inaccurate information. The Legal documents provided, herein, should be used to assist with clearing these matters in question.

Sincerely,

  
Tiwanda Lovelace

**They chose to show deliberate indifference and willfully ignored request and supporting documentation for correction.**



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38118

U.S. Mail: PO Box 727  
Memphis, TN 38194-4843  
Telephone: 801-369-3800

1/6/2003

Dear Customer,

Here is the proof of delivery for the shipment with tracking number 837772378323. Our records reflect the following information.

---

**Delivery Information:**

Signed For By: D.HILL

Delivery Location: 556 N MCDONOUGH ST 709

Delivery Date: December 27, 2002

Delivery Time: 1027

---

**Shipping Information:**

Tracking No: 837772378323

Ship Date: December 26, 2002

**Recipient:**

ASSISTAND D A RM 707  
DEKALB CO COURTHOUSE 11A OFFICE  
556 N MCDONOUGH ST 707 ATT ASS  
DECATUR, GA 30030  
US

**Shipper:**

T LOVELAKE  
5460 E LAKE MEAD 210  
LAS, NV 89156  
US

**Shipment Reference Information:**

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx®  
Reference No.: R2003010600067941670

1/6/2003 12:55 PM



Tiwanda Lovelace  
5450 E. Lake Mead #210  
Las Vegas NV 89156  
Mailing address

November 19, 2002

FBI, CJIS Division  
ATTN: SCU, Mod D-2  
1000 Custer Hollow Road,  
Clarksburg, WV 26306

RE: FBIF 26329HA5

As set forth in Title 28, CFR, Section 16.34, I would like to challenge the accuracy and completeness of at least (4) four entries in reference to my CJIS background investigation.

I have been before a Judge involving criminal activity twice in my life. Once I was facing a charge of Simple battery (domestic), which was dismissed; the other, Theft by Taking (2 counts= 1 felony and 1 misdemeanor). I was given the First Offender Act, 5yrs Probation, 96 hrs. community service, and restitution.

I have enclosed a copy of the original disposition of the case and a certified copy of Transcript of proceeding, including sentencing; which states clearly the events and conditions of sentencing. Transcript states that non-payment alone would not constitute grounds for the issuance of a warrant, which, in turn would revoke probation and cause or allow the First Offender Act to be changed to conviction (*Refer to TRNSCRPT, pg. 13 line 24 - pg. 14 line 1-6 and lines 20-23*).

*The Court: "If Michigan sends back down a warrant saying you have not paid the restitution and that is the only thing, I would have you come back to Georgia and we would have a walk I hearing, if we could get you to come back on your own, I wouldn't have you arrested, I would find out whether or not you still have a job."*  
*"The important thing is for you to report, regardless. I absolutely never sign a warrant if the only thing it says is somebody hasn't paid the money."*

I have also enclosed a copy of original Conditions of Probation, signed on August 7, 1992 and a copy of an Inter- State Case Report from the Department of Corrections Probation Services dated August 2, 1993. This report advises that I was officially accepted for supervision on December 22, 1992 and states that I was reporting as directed. This report says that Michigan closed interest August 2, 1993 because (3 months prior) Georgia Authorities issued a warrant for non-payment of restitution on May 19, 1993. From the date case was accepted, my address was on file with Michigan but I was never notified of any scheduled hearing to discuss non-payment of restitution, (*as stipulated above*). (*Refer to Inter-State Case Report*).

*"Subject reported to this office 12/11/92, this case was accepted for supervision 12/22/92. Ms. Lovelace reported as directed to this office, she admitted to paying no fees to the county of DeKalb."*

*"There is currently a warrant for her arrest; that was issued by Georgia Authorities, therefore, we are closing interest in this case."*

In reference to CJIS, No. 3 and No. 4, the dates and charges are not accurate, both are in reference to same case. I was originally arrested on October 28, 1988 for Theft by Taking. I fled until June 27, 1992, (which was 4 years later) I turned myself in to Georgia Authorities. Both No. 3 and No. 4 combined shows 5 different charges and different dates that need to be updated and corrected. (Refer to TRSNCRPT, pg. 3 line 8-11)

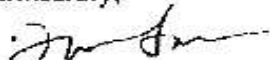
Attorney: *"There was a warrant out for her and she took a plane and came on down here to take care of these matters. And she has been here since June 27<sup>th</sup>."*

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Sincerely,

  
Tiwanda Lovelace

tl

**They chose to show deliberate indifference and willfully ignored request and supporting documentation for correction.**

Federal Express Corporation  
Customer Support Team  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38115

U.S. Mail PO Box  
Memphis, TN 38115

Telephone 801-369-3500



November 26, 2002

TIWANDA LOVELACE  
LOVELACE  
1470 BOGGS RD APT 1008  
DULUTH, GA 30096

Dear TIWANDA LOVELACE:

Our records reflect the following delivery information for the shipment with the tracking number 836409624873. The information is incomplete and we regret the inconvenience this may cause. However, as stated in the FedEx Service Guide, we assume no liability for our inability to provide a copy of the delivery record.

**Delivery Information:**

Signed For By: R.DENNEY  
Delivered to: 1000 CUSTER HOLLOW RD  
Delivery Date: November 22, 2002  
Delivery Time: 10:23 AM

**Shipping Information:**

Tracking No:	836409624873	Ship Date:	November 21, 2002
Shipper:	LOVELACE 5460 E LAKE MEADE APT 210 LAS VEGAS 89166, US	Recipient:	FBI CJIS DIVISION 1000 CUSTER HOLLOW RD . 26306 US

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx (1-800-463-3339)  
Reference No: 1126037626

This information is provided subject to the FedEx Service Guide.



## Plaintiff's Certified Mail Receipts

**Certified mail Receipts for GA Case -  
Motions, Pleadings and Request sent in Triplicate!**

The image displays four copies of U.S. Postal Service Certified Mail Receipts. The top two receipts are the original and a duplicate, showing the mailing date of February 17, 2004, and the delivery date of February 18, 2004. The bottom two receipts are also duplicates, showing the same information. The address on the receipts is: Office of the Clerk, U.S. District Court, 2211 United States Court House, 75 Spring St. S.W., Atlanta, GA 30303-3301. The sender is identified as the Plaintiff, and the recipient as the Defendant. The receipts are for a letter sent to the Office of the Clerk, U.S. District Court, 2211 United States Court House, 75 Spring St. S.W., Atlanta, GA 30303-3301. The receipts show the date of mailing as February 17, 2004, and the date of delivery as February 18, 2004. The sender is identified as the Plaintiff, and the recipient as the Defendant.

When the Summons was ignored and the deadline passed, Summary Judgment should have been listed. Courts switched Judges and gave Defendants an extra four months to respond. Everything that I sent to courts I provided multiple copies and mailed motions to defendants.



**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$ 1.29  
 Certified Fee \$ 2.20  
 Return Receipt Fee (Endorsement Required) \$ 1.75  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$ 5.24 09/08/04

2211 UNITED STATES Court house  
 OFFICE of The Clerk  
 75 SPRING ST S.W.  
 ATL GA 30303-3341

PS Form 3811, August 2001

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$ 1.29  
 Certified Fee \$ 2.20  
 Return Receipt Fee (Endorsement Required) \$ 1.75  
 Restricted Delivery Fee (Endorsement Required)  
 Total Postage & Fees \$ 5.24 09/08/04

Sent To: MARK A Thompson, Assistant  
 1300 Commerce Dr. 5th Floor  
 Decatur GA 30030

PS Form 3811, August 2001

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 OFFICE of The Clerk  
 U.S. District Court  
 2211 UNITED STATES Court house  
 75 SPRING ST S.W.  
 ATLANTA GA 30303-3341

2. Article Number (Required from Service Label)  
 7002 1000 0004 6129 1663

3. Service Type  
☒ Certified Mail  
☐ Registered Mail  
☐ Restricted Mail  
☐ Return Receipt for Merchandise  
☐ Restricted Delivery (Extra Fee)  
☐ No

4. Signature  
 [Signature]  
 Date 09/08/04

PS Form 3811, August 2001

**COMPLETE THIS SECTION ON DELIVERY**

1. Article Addressed to:  
 Mark A Thompson, Assistant  
 1300 Commerce Dr.  
 5th Floor  
 Decatur GA 30030

2. Article Number (Required from Label)  
 7002 2260 0003 8809 6569

3. Signature  
 [Signature]  
 Date 09/08/04

PS Form 3811, August 2001

**U.S. Postal Service**  
**CERTIFIED MAIL - RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ 1.75	UNIT 001 0000
Certified Fee	\$ 2.20	
Return Receipt Fee (Endorsement Required)	\$ 1.75	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.70</b>	

Send To: Atlanta-Southeast

Block Art No.:  
 or PD Art No.:  
 CAC Mark: 2542

PS Form 3811, June 2002

**U.S. Postal Service**  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

ATLANTA, GA 30303

Postage	\$ 1.40	UNIT 001 0000
Certified Fee	\$ 2.20	
Return Receipt Fee (Endorsement Required)	\$ 1.75	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.35</b>	

Office of the Clerk - U.S. District Court  
 2211 UNIKOS STR. S.W.  
 75 Spring St. S.W.  
 ATLANTA GA 30303-3311

PS Form 3811, August 2001

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 Office of the Clerk  
 U.S. District Court  
 2211 UNIKOS STR. S.W.  
 75 Spring St. S.W.  
 ATLANTA GA 30303-3311  
 R. Amador M. H. H.

2. Article Number:  
 (Transfer from service label) **7004 0750 0003 6269 8805**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: [Signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): CHEN BECHAGIUM ☐ Agent ☐ Addressee

C. Date of Delivery: 7/27/04

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

3. Service Type:  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

**U.S. Postal Service**  
**CERTIFIED MAIL - RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 1.75	UNIT 111 0000
Certified Fee	\$ 2.20	
Return Receipt Fee (Endorsement Required)	\$ 1.75	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.70</b>	

Office of the Clerk - U.S. District Court  
 2211 UNIKOS STR. S.W.  
 75 Spring St. S.W.  
 ATLANTA GA 30303-3311

PS Form 3811, February 2004

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 U.S. District Court  
 2211 UNIKOS STR. S.W.  
 75 Spring St. S.W.  
 ATLANTA GA 30303  
 R. Amador M. H. H.

2. Article Number:  
 (Transfer from service label) **7003 2260 0000 6809 6949**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature: [Signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): CHEN BECHAGIUM ☐ Agent ☐ Addressee

C. Date of Delivery: 9/3/04

D. Is delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:

3. Service Type:  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

**U.S. Postal Service**  
**CERTIFIED MAIL - RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

**OFFICIAL USE**

Postage	\$ 1.75	UNIT 111 0000
Certified Fee	\$ 2.20	
Return Receipt Fee (Endorsement Required)	\$ 1.75	
Restricted Delivery Fee (Endorsement Required)		
<b>Total Postage &amp; Fees</b>	<b>\$ 5.70</b>	

Office of the Clerk - U.S. District Court  
 2211 UNIKOS STR. S.W.  
 75 Spring St. S.W.  
 ATLANTA GA 30303-3311

PS Form 3811, August 2001


## Recent background Search shows incorrect photo, trumped up charges

dekalb county x Dekalb County x Expungement | x DeKalb County x gbi.georgia.go x www.wrpolic... x

inmatelookup.co.dekalb.ga.us:8081/inmatelookup

Apps My ads: Google AdS... Post Your Funding R... + Paper.li Home Post to LiveJournal Wix HTML Editor Sev

**TIWANDA GAIL ROBINSO LOVELACE**



Sex: F

DOB: 07/1987

Height: 5' 4"

Weight: 170 POUNDS

Race:

**Incarceration Information:** [top](#)

Current Housing Section:		Current Housing Block:	
Booking Date:	11/15/1988	Release Date:	11/16/1988

**Alias Information:** [top](#)

TIWANDA G ROBERTSON
KIM FRANKLIN
KIM LAVERNE FRANKLIN

**Bond Information:** [top](#)

There is no Bond Information for this Inmate.

**Charge Information:** [top](#)

Case #	Description	Grade	Offense Date
	FORGERY 1ST DEGREE		10/20/1988
Discharge Date	Conviction Date	Sentence Date	Sentence
			0 Y, 0 M, 0 D

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**THIS IS NOT ME BUT THIS IS WHAT SHOWED UP  
RECENTLY ON 03/08/2014 as a criminal background search for  
Tiwanda Lovelace**

The screenshot shows a web browser window with multiple tabs. The active tab is titled "OJS Jail-Banner Charges C". The address bar shows the URL: [www.ojs.dekalbga.org/servlet/page?\\_pageid=232&\\_dad=portal30&\\_schema=PORTAL30&dcms.bookin\\_no=9215730&dcms.case\\_id=92CR3744&dcms.p](http://www.ojs.dekalbga.org/servlet/page?_pageid=232&_dad=portal30&_schema=PORTAL30&dcms.bookin_no=9215730&dcms.case_id=92CR3744&dcms.p). The page header features the OJS logo, a map of Georgia, and the text "DeKalb County, GA". Below the header, it says "Online Jail Tracking System". The date "March 08, 2014" is displayed, along with a note "(information last refreshed 03-MAR-2014 08:05:21 AM EST)". A "LOGOUT" link is visible in the top right corner.

Charges from Court System										
Warrant No.	Seq No.	Maint. Code	Charge Level / Code and Description	Offense Date	Disposition Desc	Disposition Date	Sentence Description	Sentence Length	Start Date	
—	1	—	F 2611—CREDIT CARD THEFT	13-DEC-88	NOLLE PROSEQUIED	05-FEB-89	NO SENTENCE	0 DAY(S)	05-FEB-89	

Charges from Jail System										
Warrant No.	Seq No.	Maint. Code	Charge Level / Code and Description	Offense Date	Disposition Desc	Disposition Date	Sentence Description	Sentence Length	Start Date	
88CR2414	—	—	F S16-B-21—SHOPPING CART - REMOVAL/ARCEMY/ABANDON - MISD-	18-MAY-89	FELONY SENTENCE	31-JUL-92				
280146	—	—	F 2605—CREDIT CARD FRAUD	11-MAR-88						

[Disclaimer](#)  
Copyright 2007, All rights Reserved.  
Service provided by DeKalb County, GA



**Recent background listed trumped up case involving shopping cart and a credit card case. These additional charges were dismissed and one charge was added to another case without my knowledge months after sentencing and completion of another.**



## Transcript stating that I flew back to GA to turn myself in

1           been living with her husband and her two  
2           children. She has had one year of college at  
3           DeKalb Community but has been in Detroit now  
4           since about 1989.

5           THE COURT: Her husband and family live  
6           here in Georgia?

7           MS. MULL: No, live in Detroit, and she  
8           lives in Detroit, as well. There was a warrant  
9           out for her and she took a plane and came on  
10          down here to take care of these matters. And  
11          she has been here since June 27th.

12          Your Honor, we would ask that you go along  
13          with the five years probation and allow her case  
14          to be transferred to Detroit for collection of  
15          the moneys. And we would stipulate to the  
16          amount of restitution.

17          THE COURT: There is also the requirement

## Dekalb Police Adds fake Charge after I turned myself in

www.ojs.dekalbga.org/servlet/page?\_pageid=173,313&\_dad=portal30&\_schema=PORTAL30&dcms.spn\_num=X0019961&dcms.sysid=539904&dcms.bc

Apps My ads: Google Ads... Post Your Funding R... PaperLi Home Post to LiveJournal Wix HTML Editor Seven West Producti... LLC / Limited Liabili... PaperLi Other bookmarks

**Online Jail Tracking System** **DEKALB COUNTY, GA** [OJS SEARCH HOME](#)

March 09, 2014 (Information last refreshed 03-JUN-2014 08:35:21 AM EST) [LOGOUT](#)

**Jail ID / Name Search**

SPN#:  Race: All Races ▾  
Last Name:  Inmate Status: ☒ Jailed ☐ All  
First Name:  Sex: All ▾  
☒ Exact Last Name Search ☐ Phonetic Search DOB From: MM/DD/YYYY   
  DOB To: MM/DD/YYYY

**Inmate's Booking Details**

Last Name	First Name / MI	SPN #	Birth Date	Age At Booking	Released
LOVELACE	TIWANDA GAIL	X0019961	02-JUL-87	24	31-JUL-92
Arrested: 27-JUN-92 Released: 31-JUL-92 Arresting Officer: FROMM Badge: 1038 Agency: DEKALB SHERIFF Arrest Number: 920000697					
*Booking No: 9215730 Booked-In: 27-JUN-92 08:09 PM Booked-Out: 31-JUL-92 08:33 PM					

\* Click on Booking Number to compare charges between the Jail system and Court System.

**Inmate's Personal Information at Time of Booking**

LOVELACE, TIWANDA GAIL	Height:	64	Race:	Black
03737 LAPAZ CT # 0-1	Weight:	170 LBS	Sex:	Female
CLARKSTON, GA 30021	Hair Color:	Black	Complex:	Medium
	Eye Color:	Brown		

**Inmate's Related Cases**

Case ID	Description	Filing Date	Status
<a href="#">92CR0744</a>	LOVELACE, TIWANDA GAIL	18-AUG-92	Closed

**Inmate's Bond Information**

Bond ID	Date Set	Amount	Description	Date Posted	Posted By	Special Conditions	Cash All?
No Bond Information found.							

**Inmate's Detainer Information**

Complaint #	Detainer Charges	Complaint Date	Issuing Agency	Complaint Released?	Release Date/Time
No Detainer Information found.					

Desktop 1:19 PM 3/9/2014

VP Play Multi-Card | UPS Tracking | Nonpublication | PACER Case Loca | DeKalb County | OIS Criminal Cas

Southwest Gas - Acc... https://myaccount... Home-CenturyLink Wireless Setup - Basi... Edit Your Project ... Other bookmarks

### Criminal Case Search

Case ID: 92CR3744  
 Last Name / First Name: LOVEACE, TIWANDA  
 OR Company Name: TIWANDA  
☐ Exact Last Name Search  
☐ Phonetic Search

Case Type: All Types  
 Case Status: Open All  
 Court Code: All Courts  
 Filing Date From: MM/DD/YYYY To: MM/DD/YYYY  
 Party Type: DE - Defendant

### Criminal Case Information

Case: 92CR3744 (Closed)  
 Filing Date: 08/18/1992  
 Judge: LINDA WARREN HUNTER  
 Related Cases: No Related Cases.  
 Type: Superior Criminal  
 Superior Court  
 Assigned Staff

### Criminal Case - Parties

Party	Type
LOVEACE, TIWANDA GAIL	Defendant
FEROMM	State's Witness
AUSTIN, DET W R	State's Witness
DEKALB COUNTY POLICE DEPARTMENT	Agency
SCOTT, KARENE	State's Witness
GELISTATE CRIME LAB	Agency
MOTAYACKOLU REZA	Witness
JONES, K LEON	Witness

### Charges/Disposition/Sentencing Information

Warrant No.	Seq	Maint.	Charge Level / Code	Offense Date	Disposition Desc	Disposition Date	Sentence Description	Sentence Length	Start Date	Assoc. Party?
LOVEACE, TIWANDA GAIL	1	-	F 2811-CREDIT CARD THEFT	12-DEC-88	NOLE PROSECUTED	05-FEB-93	NO SENTENCE	0 DAY(S)	05-FEB-93	Yes

### Docket Results

Description	Filing Date	Text	Assoc. Party?
Consent Order On Restitution	09-FEB-1993	Note: ORDER - THAT \$1,104.46 RESTITUTION BE ADDED TO THE TERMS & CONDITIONS OF ...more	No
Notice Prosequi Order	05-FEB-1993	Note: DEFENDANT FILED TO 89CR2414 ENRIQUER & AGREES TO PAY RESTITUTION IN THIS C...more	No
Case Closed	05-FEB-1993	Disposition Date: 05-FEB-1993 Disposition Type: V Disposition Reason: Reti...more	No
Offender Tracking Number	02-FEB-1993	Note: OBTS# 42217641	No
Trial Calendar	19-JAN-1993	Note: JANUARY 22, 1993 @ 9:00 A.M.	No
Assignment Calendar	19-NOV-1992	Note: DECEMBER 4, 1992 @ 8:00 A.M.	No
Bond Money Received	22-SEP-1992	Note: OCTOBER 2, 1992 @ 9:00 A.M.	No
Case Assignment Notice	26-AUG-1992	Note: TO DIVISION 8	Yes
Judge Assignment	18-AUG-1992	AUTOMATIC ASSIGNMENT	No
Defendant Activity In Jail	18-AUG-1992	CASE ASSIGNMENT NOTICE	No
	27-JUN-1992	Bail/Bond Type: Bond Amount: \$0.00 Bond No: Bondman: B/W Date: Recall Date:...more	Yes

5:49 PM 7/18/2013

Per my Conditions of Probation dated 08/07/1992, I was sentenced and I returned to Michigan when these entries were made regarding an order adding restitution. This case was added when I turned myself and I was told that they dismissed these charges. I was never informed of these modifications dated January and February 1993.

**Handcuffed in Canada 2013 - This was no coincidence.  
This was no coincidence.**



**UNNECESSARY AND UNWARRANTED!  
INTIMIDATION TACTICS...**

**I worked for Capital One after they purchased H.S.B.C., using H.S.B.C. management and staff - I was harassed daily!**

**THEIR employee told me 'why don't you just die.' THEY brought up the past and THEY referenced that music mess. From previously being subjected to these hostile environments, I was able to counter their attempts with the same techniques that have been used on me for decades. When their efforts were ineffective and only led to their frustration and anger, I was let go without good cause.**

**I found out later about their affiliation with the music business.**

---

**On September 18, 2013, I attempted to check out Canada by booking a six night vacation to familiarize myself with their rules on providing my publishing services in Canada.**



**I was still subjected to comments and minor chatting that was in relation to prison or locking someone up.**

**As soon as I arrived in Canada, as I exited the gate all I could see was HSBC everywhere.**

**As I went through security; I had this tall manly looking woman security with the name tag – Wakowski who was anxiously walking towards me as if she had been waiting for me, needless to say that I was questioned, then was detained and denied entry into Canada.**


**I was paraded in front of other officers and one had the nerve to wink at me. One of the other officers, told me that he had connects in the United States. I was detained/arrested and placed in a cell overnight; when I was awakened I had Officer Bathen place me in handcuffs that were so tight that they left a mark.**


**It was clear that the U.S. FBI doesn't want me going too far because that supposedly dismissed warrant/record has not been dismissed from their system.**


**This was no coincidence.**


## Recent H.S.B.C. music business connections


[www.hsbcbrasil.com.br/eventos\\_espetaculo\\_eng.asp](http://www.hsbcbrasil.com.br/eventos_espetaculo_eng.asp) -  
2,400 m2 span without columns in the audience area, divided in audience, ...


**HSBC | TV Ad Music**   
[www.tvadmusic.co.uk/tag/hsbc/](http://www.tvadmusic.co.uk/tag/hsbc/) -  
Mar 23, 2012 - This ad promoting HSBC World Index Portfolios tells the story of a young boy named Javier, who saves the money he earns from chores in ...


**HSBC launches new Student Bank Account - Personal Finance** ...   
[www.newsroom.hsbc.co.uk](http://www.newsroom.hsbc.co.uk) > Press Area -  
Aug 10, 2013 - HSBC is offering students an interest free overdraft of up to £3000 as well ... Free music downloads – up to 18 albums from Sony music over 3 ...

**HSBC offers young people chance to win exclusive music experience**   
[www.newsroom.hsbc.co.uk](http://www.newsroom.hsbc.co.uk) > Press Area -  
12 Oct 2012. HSBC is offering three young people the chance to win an exclusive music experience worth up to £10,000. The HSBC MyMoney competition is ...

**[PDF] HSBC Student Bank Account music album downloads offer**   
[www.hsbc.co.uk/1/PA\\_esf-ca-app.../student-incentive-tcs-2013.pdf](http://www.hsbc.co.uk/1/PA_esf-ca-app.../student-incentive-tcs-2013.pdf) -  
1. If you meet both of the following requirements, you will qualify for up to 18 albums provided by Sony. Music Entertainment Limited (Sony), which can be.

**MyMoney competition | HSBC**   
[www.hsbc.co.uk](http://www.hsbc.co.uk) > ... > Everyday banking > Current accounts > MyMoney -  
competition for a chance to win an exclusive musical experience worth up to £10000\*. Tell us how you will make your mark on the music world. Terms and ...

**2 Minutes of HSBC Hold Music - YouTube**   
[www.youtube.com/watch?v=gnRwD-9zb8I](http://www.youtube.com/watch?v=gnRwD-9zb8I) -  
Jun 14, 2012 - On 6/14/2012, I was on hold with HSBC for a full hour. This song played on a loop for the entire hour. As of 5:20pm, I am still on hold. At 5:25, I ...

**HSBC Students | Facebook**   
<https://www.facebook.com/hsbcstudents> -  
HSBC will never ask you for any personal information on Facebook other than that ... Whether it's sport related, music related, academic or a goal you've always ...

It is not okay for people to exact revenge on one person under the guise of a game. You know when someone is trying to 'knock you off' - secretly, pressuring you and alienating you; while hurting others so that they will hate you... this is not a game!

I have not killed anyone, I have done nothing different than any other human being facing this ridiculousness.

I am not allowed to work; therefore, I can't maintain a residence,  
I am not allowed to conduct business so I can't eat,  
I am not allowed to have rights as a U.S. citizen,  
I am not allowed to leave the country,  
I have to fight everyone in any position to block anything, trapped...  
Sounds like murder to me! It's not just talk! There are too many coincidences.



VANCOUVER CANADA AIRPORT -

September 18, 11:30 pm

The gate was full of H.S.B.C. POSTERS/ADS.

H.S.B.C. definitely marked all of that area.

H.S.B.C. was the last thing that I saw before I was locked up.

# Canadian Police Denied Entry into Canada in 2013

C/Claim #  
000 2 83 2703

**NOTICE OF RIGHTS CONFERRED BY THE VIENNA CONVENTION AND TO THE RIGHT TO BE REPRESENTED BY COUNSEL AT AN ADMISSIBILITY HEARING**  
**AVIS DES DROITS CONFÉRÉS EN VERTU DE LA CONVENTION DE VIENNE ET DU DROIT DE SE FAIRE REPRÉSENTER PAR UN CONSEILLER À UNE ENQUÊTE**

PROTECTED WHEN COMPLETED / PROTÉGÉ UNE FOIS REMPLI - 9

Surname - Nom de famille <b>LOVELACE</b>		Given name(s) - Prénom(s) <b>Twanda Gail</b>		FOSS no. - N° du SSOBL <b>6620-1675</b>
Date of birth - Date de naissance D - J M Y - A <b>07 02 1967</b>		Country of birth - Pays de naissance <b>U.S.A.</b>		Country of citizenship - Pays de citoyenneté <b>U.S.A.</b>
Accompanying dependents - Atteins separate sheet, if necessary Personnes à charge accompagnant le revendicateur - Joindre une feuille distincte, au besoin				
Family name Nom de famille	Given name(s) Prénom(s)	File no. N° de référence	Date, place and country of birth Date, lieu et pays de naissance	M F
Chartered and Detained at <b>01.10.</b>				<input type="checkbox"/> <input type="checkbox"/>
Duty Counsel: Y <b>N</b>				<input type="checkbox"/> <input type="checkbox"/>
Contacted at: Hrs				<input type="checkbox"/> <input type="checkbox"/>
1 866 458 5500				<input type="checkbox"/> <input type="checkbox"/>
The nearest representative of your government is: Le représentant de votre gouvernement le plus près est:  <b>UNITED STATES OF AMERICA</b> Consulate General 2100 - 1095 W Pender Street Vancouver, BC V6E 2M6 Tel: (604) 685-4311				
<b>APPLICABLE TO PERSONS ARRESTED OR DETAINED:</b> If you so request, an Immigration officer will inform the nearest representative of your government that you have been arrested or detained. Any communication addressed by you to the nearest representative of your government will be forwarded by an immigration officer without delay. Your government representative will not be contacted at this time if you do not request it. Do you want your government representative to be informed of your arrest or detention? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>À L'INTENTION DES PERSONNES ARRÊTÉES OU MISES SOUS GARDE:</b> Si vous en faites la demande, un agent d'immigration informera le représentant de votre gouvernement le plus près du fait que vous avez été arrêté(e) ou mis(e) sous garde. Toute communication de votre part à l'attention de ce dernier sera transmise sans retard par l'agent d'immigration. Le représentant de votre gouvernement ne sera pas informé de la situation, pour l'instant, si vous ne faites pas de demande à cette fin. Voulez-vous que le représentant de votre gouvernement soit informé de votre arrestation ou de votre mise sous garde? <input type="checkbox"/> Oui <input checked="" type="checkbox"/> Non		
<b>SECTIONS 15(a) AND (b) OF THE CANADIAN CHARTER OF RIGHTS AND FREEDOMS PROVIDES THAT:</b> Everyone has the right on arrest or detention: a) to be informed promptly of the reasons therefor; b) to retain and instruct counsel without delay and to be informed of that right. <b>SECTION 167 OF THE IMMIGRATION AND REFUGEE PROTECTION ACT PROVIDES AS FOLLOWS:</b> 167(1) Both a person who is the subject of Board proceedings and the Minister may, at their own expense, be represented by a barrister or a solicitor or other counsel. 167(2) If a person who is the subject of proceedings is under 18 years of age or unable, in the opinion of the applicable Division, to appreciate the nature of the proceedings, the Division shall designate a person to represent the person. Counsel need not necessarily be a lawyer. It may be any person, organization or society interested in your future. Your right to counsel may be exercised at any time before or during an immigration admissibility hearing proceedings. If you cannot afford legal counsel, access to legal aid may be made available to you.		<b>LES PARAGRAPHES 15(a) ET (b) DE LA CHARTRE CANADIENNE DES DROITS ET LIBERTÉS PRÉVOIT QUE:</b> Chacun a le droit, en cas d'arrestation ou de détention: a) d'être informé dans les plus brefs délais des motifs de son arrestation ou de sa détention; b) d'avoir recours sans délai à l'assistance d'un avocat et d'être informé de ce droit. <b>L'ARTICLE 167 DE LA LOI SUR L'IMMIGRATION ET LA PROTECTION DES RÉFUGIÉS PRÉSCRIT QUE:</b> 167(1) L'intéressé peut en tout cas se faire représenter devant la Commission, à ses frais, par un avocat ou un autre conseil. 167(2) Est nommé d'office un représentant à l'intéressé qui n'a pas dix-huit ans ou n'est pas, selon la section, en mesure de comprendre la nature de la procédure. Il n'est pas nécessaire que ce conseiller soit avocat; vous pouvez choisir une personne, le représentant d'un organisme ou d'une société qui s'intéresse à votre bien-être. Vous pouvez vous prévaloir de votre droit de recourir aux services d'un conseiller en tout temps, avant ou pendant l'enquête de l'immigration. Si vous n'êtes pas en mesure de payer le coût des services d'un avocat, vous pourriez avoir accès à l'aide juridique.		
RECEIPT ACKNOWLEDGED - REÇU <b>19.09.2013</b>		Signature of person concerned - Signature de la personne concernée 		
I solemnly declare that I have faithfully and accurately integrated in the language the information provided above. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath. See reverse of copy 1 for Privacy Statement.		Je déclare solennellement avoir interprété fidèlement et exactement en les renseignements indiqués ci-dessus. Je fais cette déclaration solennelle croyant en la sincérité de ces renseignements et sachant qu'ils ont la même force et les mêmes effets que si elle était faite sous serment. Voir au verso de la copie 1 l'avis sur la protection des renseignements personnels.		
Signature of person making declaration - Signature du déclarant <b>E. Kheila</b>		Date <b>19 09 2013</b>		
Declared before me at <b>CBSA Vancouver International Airport</b> this <b>19th</b> day of <b>September</b> of the year <b>2013</b>		Déclaré devant moi à <b>CBSA Vancouver International Airport</b> ce <b>19</b> jour de <b>septembre</b> de l'an <b>2013</b>		
Signature of the officer - Signature de l'agent 		Signature of the officer - Signature de l'agent 		

PERSON CONCERNED / PERSONNE CONCERNÉE 1      CIC FILE / DOSSIER DU CIC 2

MM 0505 (09-2002) B

**Canada**



CLAIM # 000 283 2703

# PROPERTY RECEIPT

DATE: 19 | 09 | 2013  
day - month - year

CIC VANCOUVER INTERNATIONAL AIRPORT		FILE NUMBER: 5135-106788
FOSS ID: 6620-1875		
SURNAME: LOVELACE	GIVEN NAME: Tiwanda Gail	
LUGGAGE - (description): 1 green suitcase 1 black backpack		
LOCATION/STORED: CBSA Luggage Room		
PERSONAL EFFECTS - (description): 1 silver coloured ring a clear stone 1 silver coloured ring a black and clear stone marking 1 silver coloured bracelet 1 silver coloured watch 1 gold visa card 1 silver master card 1 Nevada visa 1 US Bank Visa 1 Wells Fargo Visa		
LOCATION/STORED: CBSA Bond Room		
CASH		
QTY - USD	CURRENCY	QTY - CURRENCY
1 X 1.00	X 1.00	X 1.00
X 2.00	X 2.00	X 2.00
3 X 5.00	X 5.00	X 5.00
1 X 10.00	X 10.00	X 10.00
X 20.00	X 20.00	X 20.00
X 50.00	X 50.00	X 50.00
X 100.00	X 100.00	X 100.00
Various coins: 6		
LOCATION OF CASH PROPERTY:		
IMMIGRATION OFFICER		
I certify that the above items have been received by me:		
Signature: [Signature]	day - month - year: 19 09 2013	Witness: [Signature]
Detainee's Signature: [Signature]		Interpreter's Signature: N/A
FOR TRANSPORTATION TO AND FROM B.C.H.C.		
TRANSPORTED TO B.C.H.C. BY:	RECEIVED AT B.C.H.C. BY:	Signature Print name
TRANSPORTED TO C.I.C. BY:	RECEIVED AT C.I.C. BY:	Signature Print name
PROPERTY RETURNED TO DETAINEE		
I certify that the above goods have been returned to me on:		
day - month - year:	Detainee's signature:	
Officer Signature:	Witness:	Interpreter:

MUSIC BUSINESS: IT'S A DIRTY GAME!

## Extra Clippings and Inserts

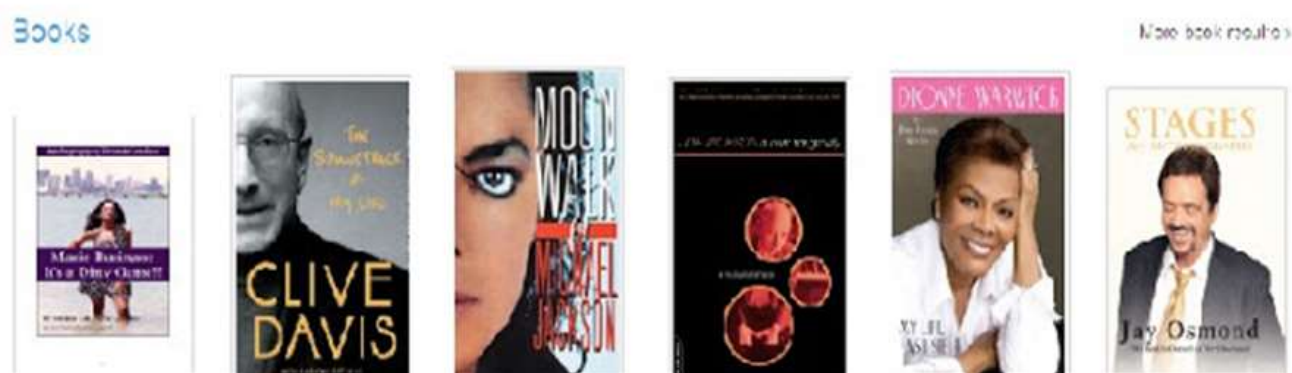
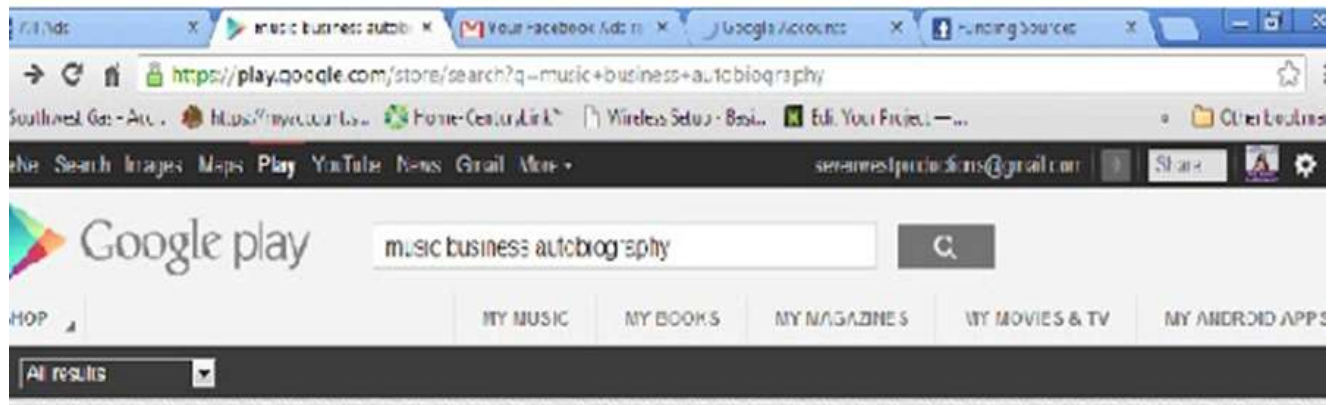
*“Along the way I was met with extreme opposition and I have faced many obstacles. I wanted to share some of them with those who would like to know the truth behind the lies and tactics.” - Tiwanda Lovelace*

Each instance listed can easily be categorized as violating the Federal Fair Trade Act and Competition Laws.

Google Tactics:

**WHAT DON'T THEY WANT YOU TO KNOW?**

The other websites had the same upload but they had it posted correctly...**WHY THE GAMES? HIDING WHAT?**



Compare the difference in other books listed.

## Google Tactics

Google Search shows my book for \$0.99 but of course this is not correct. Amazon has the correct price \$19.99 but Google displayed this search results. Yes, I have asked them to remove listing repeatedly.

Finally, I was able to have Music Business: It's a Dirty Game! - removed from their Google Books and Google Play websites.

They also displayed various pages from my book out of sequence and out of context for a preview. If you see \$ 0.99 and then once you select page the price shows \$19.99 this could discourage interest. Book was not listed with correct title.



Fastlane Chrome

★★★★★ [Supermarket Mania 2 \[Download\]](#) \$2.99

★★★★★ [Music Business: It's A Dirty Game! Autobiography o...](#) \$0.99

★★★★★ [Dirty Game \[Explicit\]](#) \$7.46

★★★★★ [Boys & Girls](#)

## Facebook Tactics

I purchased a couple Ads' from Facebook and this is a copy of the Ads tracking where they stopped all activity at \$2.11.

My very first Ad went well; I reached over 44,000 hits per my page manager but someone interfered with 2<sup>nd</sup> Ad. I wonder why...

The screenshot displays the Facebook Ads Manager interface. The left sidebar contains navigation links for 'Ads Manager', 'Account', 'Nellie Lovelace', 'Campaigns & Ads', 'All Ads', 'Pages', 'Reports', 'Settings', 'Billing', 'Conversion Tracking', 'Power Editor', 'Email Support', 'Help', and 'Learn More'. The main content area is titled 'All Campaigns' and includes a 'Create an Ad' button. It features a 'Notifications' section with a list of events, a 'Daily Spend' table, and a 'Lifeline stats' section with a table of campaign performance.

Notification	Daily Spend
Today	Today \$2.11 USD
• 2 ads were created.	3/26 \$0.00 USD
• The ad <a href="http://www.kickstarter.com/projects/sevenwestproductions/music-business-its-a-dirty-game">http://www.kickstarter.com/projects/sevenwestproductions/music-business-its-a-dirty-game</a> - Ad was approved.	3/25 \$0.00 USD
• The daily spend limit for this account was increased to \$250.00.	3/24 \$0.00 USD
	3/23 \$0.00 USD

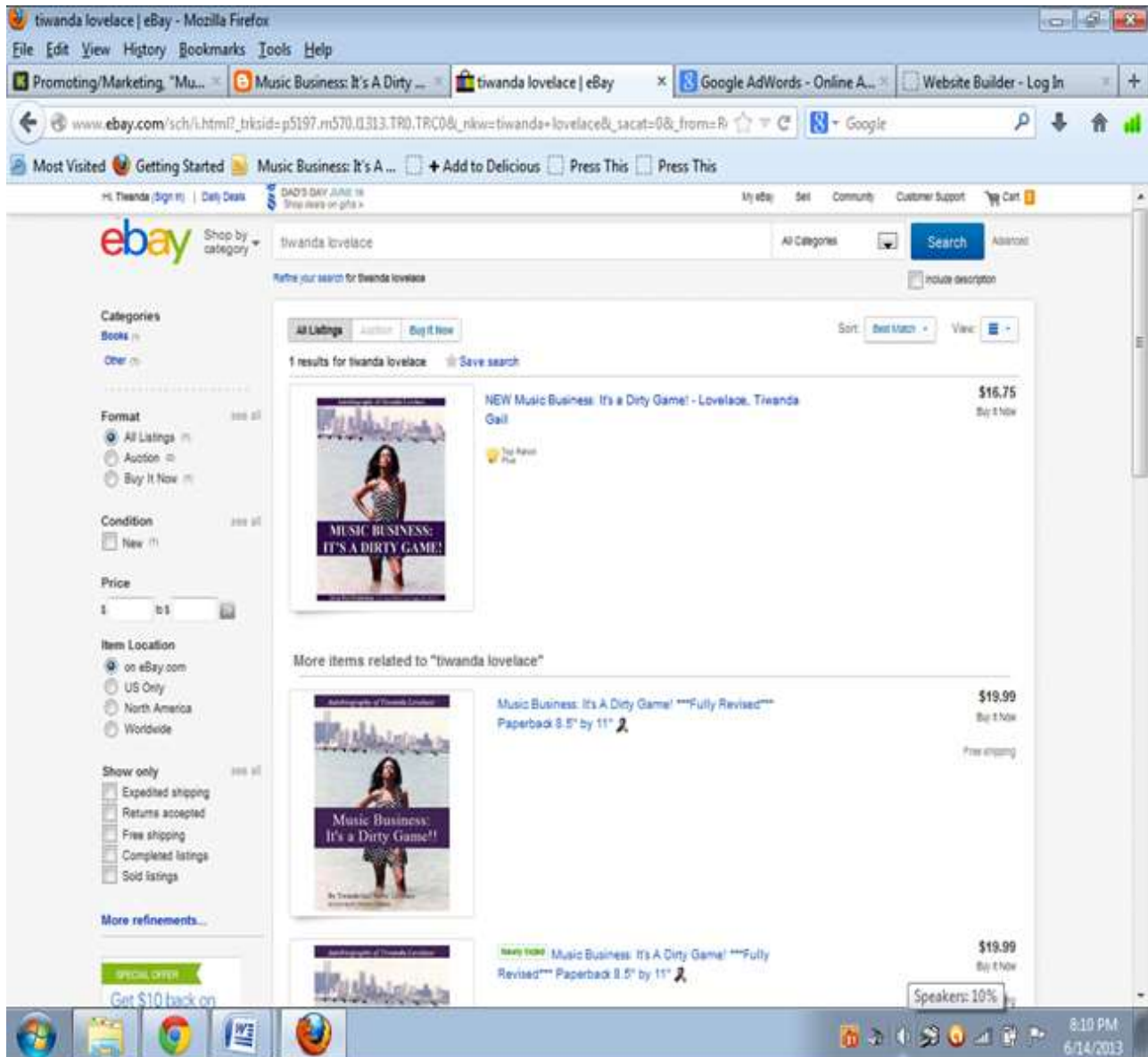
Campaign ?	Status ?	Start Date ?	End Date ?	Budget ?	Remaining ?	Total Spent ?
Seven West Productio... Post Engagement-US-13-65	✓	03/27/2013 12:34pm	03/29/2013 12:27pm	\$10.00 Daily	\$10.00 Today	\$0.00

I assure you this was never a game but this was a revenge plot from the start! Read Chapters 1-6 of Music Business: It's a Dirty Game! provided below!



## Amazon and eBay, My Rivals?


Why would eBay and Amazon have mysterious seller offer my listing for less than the authorized price? I understand competition but why is there no information on seller?



Notice: Top Rated Plus & Seller: buy (2589127 with shooting star) is listed first, and then my listing is below...

[Back to previous page](#) | [Listed in category: Books > Other](#)



 Have one to sell? [Sell it yourself](#)

## NEW Music Business: It's a Dirty Game! - Lovelace, Tiwanda Gail




[Add to Watch list](#)

Seller: [buy \(2589127\)](#) 99.7% Positive feedback

[Save this seller](#) | [See other items](#) | Visit store: [Buy's Internet Superstore](#)

Item condition: **Brand New**

Quantity:  More than 10 available


Price: **US \$16.75**


[Buy It Now](#)

[Add to cart](#)

[Add to Watch list](#)



 Join eBay Bucks and earn 2% back on this item. [See conditions](#)

 New customers get \$10 back on 1st purchase  
 Subject to credit approval. [See terms](#)

Shipping: **\$3.75** Economy Shipping | [See details](#)

Item location: [United States](#)

Ships to: [United States](#) [See exclusions](#)

Delivery: Estimated between Tue, Jun. 18 and Mon, Jul. 1

Use Expedited Shipping to get it by Jun. 20

Payments: [PayPal](#), [Bill Me Later](#) | [See details](#)

Returns: 30 days money back, buyer pays return shipping | [Read details](#)



**eBay Buyer Protection**

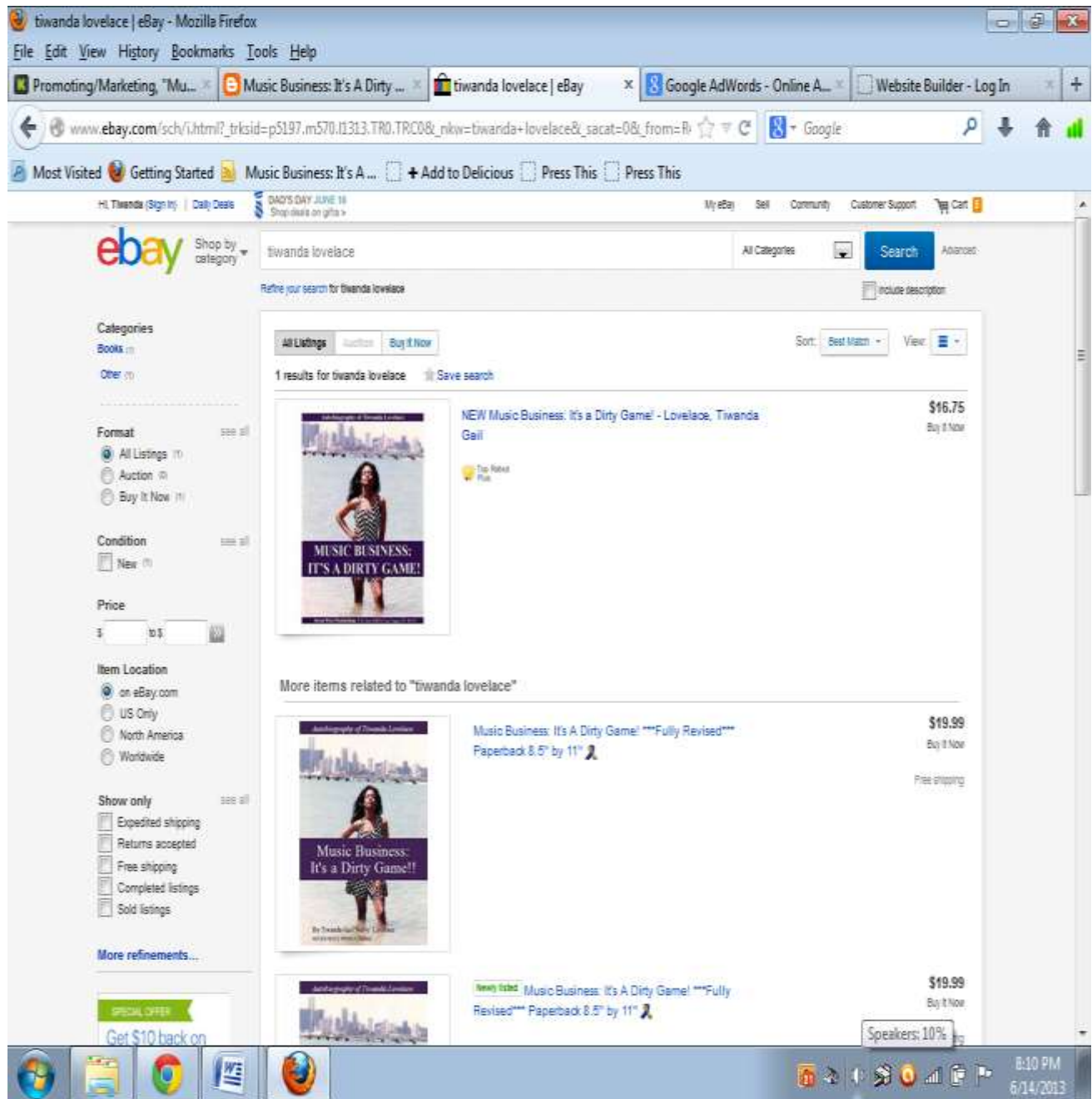
Covers your purchase price plus original shipping.

[Learn more](#)

**This is not my (Seven West Productions) Ad and it should be \$19.99.**

**My (Seven West Productions) listing is second.**

**Note: My photo was used by Seller: buy (2589127 with shooting star).**



**These are not coincidences...but deliberate! Find out why by reading Chapters 1-6 below!**

## Amazon/Createspace Issue

Meanwhile, I am marketing and promoting this book and sending my customers to Amazon/Createspace but they offer it for less because Amazon was selling same book @ \$17.01, not the agreed 19.99 through Createspace.

amazon  
T.'s Amazon.com Today's Deals Gift Cards Sell Help

Shop by Department Search Books music business it's a dirty Game Go Hello, T. Your Account Join Prime Cart Wish List

Books Advanced Search New Releases Best Sellers The New York Times® Best Sellers Children's Books Textbooks Sell Your Books Best Books of the Month

**Music Business: It's A Dirty Game!** and over one million other books are available for Amazon Kindle. [Learn more](#)

Click to LOOK INSIDE!

Autobiography of Tiwanda Lovelace

**MUSIC BUSINESS: IT'S A DIRTY GAME!**

Share your own customer images Search inside this book

Music Business: It's A Dirty Game!: Autobiography of Tiwanda Gail 'Ne Ne' Lovelace [Paperback]  
[Tiwanda Gail Lovelace](#) (Author, Translator), [Dana Lovelace](#) (Editor), [Darryl Lamont Robertson](#) (Editor)  
[Be the first to review this item](#)

List Price: ~~\$19.99~~  
Price: **\$17.01** & **FREE Shipping** on orders over \$25. [Details](#)  
You Save: **\$2.98 (15%)**

**In Stock.**  
Ships from and sold by Amazon.com. Gift-wrap available.

**Want it Tuesday, June 18?** Order within **62 hrs 47 mins** and choose **One-Day Shipping** at checkout. [Details](#)

**5 new** from \$16.00

Formats	Amazon Price	New from	Used from
Kindle Edition	\$16.16	–	–
Paperback	\$17.01	\$16.00	–

**Save up to 50% on Select Books**  
**Save on Popular Books This Summer**  
Browse our [Bookshelf Favorites](#) store for big savings on popular fiction, nonfiction, children's books, and more.

**Buy New** **\$17.01**  
Quantity: 1  
☐ Yes, I want **FREE Two-Day Shipping** with Amazon Prime  
[Add to Cart](#)  
or  
Sign in to turn on 1-Click ordering  
[Add to Wish List](#)

**More Buying Choices**  
**5 new** from \$16.00  
Have one to sell? [Sell on Amazon](#)

Start reading [Music Business: It's A Dirty Game!](#) on your Kindle in under a minute.  
Don't have a Kindle? [Get your Kindle here](#), or download a **FREE** Kindle Reading App.

No Sales? I know people who purchased on Amazon!  
**This is not my listing above-5 new \$16.00 –**

My previous Correct Seller information with eBay

[sevenwestproductions](#) (21 ★)

100% Positive feedback



Amazon is clearly selling at different rate and \$0.00 sales have been reported even though I know that friends/associates have purchased.

**amazon** T's Amazon.com Today's Deals Gift Cards Sell Help

Shop by Department Search Books music business it's a dirty Game Go Hello, T. Your Account Join Prime

Books Advanced Search New Releases Best Sellers The New York Times® Best Sellers Children's Books Textbooks Sell Your Books Best Books of the Month

**Music Business: It's A Dirty Game!** and over one million other books are available for **Amazon Kindle**. [Learn more](#)

Click to **LOOK INSIDE!**

**Music Business: It's A Dirty Game!: Autobiography of Tiwanda Gail 'Ne Ne'Lovelace** [Paperback]  
 Tiwanda Gail Lovelace (Author, Translator), Dana Lovelace (Editor), Darryl Lamont Robertson (Editor)  
 Be the first to review this item

List Price: ~~\$19.99~~  
 Price: **\$17.01** & **FREE Shipping** on orders over \$25. [Details](#)  
 You Save: \$2.98 (15%)

**In Stock.**  
 Ships from and sold by Amazon.com. Gift-wrap available.

**Want it Tuesday, June 18?** Order within **62 hrs 47 mins** and choose **One-Day Shipping** at checkout. [Details](#)  
**5 new** from \$16.00

Formats	Amazon Price	New from	Used from
Kindle Edition	\$18.18	—	—
Paperback	\$17.01	\$18.00	—

**Save up to 50% on Select Books**  
 Save on Popular Books This Summer  
 Browse our [Bookshelf Favorites](#) store for big savings on popular fiction, nonfiction, children's books, and more.

Share your own customer images  
 Search inside this book

Buy New  
☐ Yes, Ship  
 Sign in to  
 More  
 5 n  
 Have one

This is my listing below showing the agreed Createspace /Amazon price of \$19.99...which coincidentally is listed on page #144, page 12 under Music.

144. **LOOK INSIDE!**

**Music Business: It's A Dirty Game!: Autobiography of Tiwanda Gail 'Ne Ne'Lovelace** by Tiwanda Gail Lovelace, Dana Lovelace and Darryl Lamont Robertson (Feb 21, 2013)

Formats	Price	New	Used
<b>Paperback</b> Order in the next <b>14 hours</b> to get it by Monday, May 20. Eligible for FREE Super Saver Shipping.	<b>\$19.99</b>	\$18.05	
<b>Kindle Edition</b> Auto-delivered wirelessly	<b>\$18.99</b>		

Previous Page 1 ... 11 12 13 ... 100 Next Page

Sponsored Links related to "music business"

**Createspace/Amazon Title Listings but No Sales**  
**MUSIC BUSINESS: IT'S A DIRTY GAME**

Title ID: 4184590

ISBN-13: 978-0578119465

ISBN 0578119463 SOFTCOVER, SEVEN WEST PRODUCTIONS

ISBN 0578119463 BOOKNACKRH VIA [AMAZON.COM](https://www.amazon.com) US \$22.04

ISBN 0578119463 AMAZON US (ships w/i 24hrs) \$23.98

ISBN 0578119463 TextbooksRus US EDITION \$25.14

ISBN 0578119463 THE BOOK DEPOSITORY  
Ltd VIA [AMAZONCO.UK](https://www.amazon.co.uk) \$27.04

ISBN 0578119463 [AMAZONCO.UK](https://www.amazon.co.uk) \$30.72

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UK VIA [AMAZON.DE](https://www.amazon.de) GERMANY \$37.76

ISBN 0578119463 [AMAZON.DE](https://www.amazon.de) GERMANY \$39.18

ISBN 0578119463 SPINEYS VIA [AMAZONCO.UK](https://www.amazon.co.uk) \$44.60

## **A Dirty, Dirty Game!**

I spend hours, days and weeks promoting my book; sending my customers to eBay & Amazon links for my \$19.99 Music Business: It's a Dirty Game and find that my efforts are undermined.

I hope that you have enjoyed reading the Chapters 1 – 6 that I have provided for preview. I am fighting for my life and I shouldn't have had to compete with Amazon and/or eBay with my own product when using their online service!

I have had three websites but each time I am faced with unexplained changes to my websites or purchase links being forwarded to other non-related sites. Recently, I have discovered that some of my copies sent as attachments in emails were never received so if you have received a copy then it was through great lengths.

I even tried to walk away from my situation and at every turn I am faced with compounded trials and tribulations that are unnatural turn of events. This has become some kind of sport for everyone. I have put everything into fighting this injustice and I could use some support. It has been a difficult journey but this form of slavery must stop because I am not going to accept this without a fight. There is no valid reason, justification or excuse to deny rights...

I understand that life is not easy for anyone but after reviewing all of these documents and questionable events; one must accept that this is deliberate deprivation of rights. I am tired of feeling and being deliberately oppressed and enslaved for decades by those with money, positions and power.

**This is really a Dirty Game!**

**THESE ARE NO COINCIDENCES!  
THEY DON'T WANT ME TO SELL MY BOOKS EXPOSING  
THESE ATROCITIES BUT THEY DON'T WANT TO  
ACKNOWLEDGE ME  
AS A HUMAN BEING.**

**Each instance listed can easily be categorized as  
violating the Federal Fair Trade Act and  
Competition Laws.**

**[CLICK HERE!](#) No Download Required!**  
**EXTRA CLIPPINGS: UNFAIR PRACTICES**

Each instance listed above and in the Extra Clippings can easily be categorized as violating the Federal Fair Trade Act and Unfair Competition Laws.

In Order for the Music Business and the Court System to continue blatant wrongdoing for decades. It would appear that this 'System' profits and encourages these violations to continue.

People want you to believe that Money, Payoffs, Popularity Contests and Racism Supersedes Having Rights Guaranteed by The Constitution of the United States...But I AM NOT LETTING GO!

The definition of a Monopoly is complete control of the entire supply of goods or of a service in a certain area or market, a large company that has a monopoly, complete ownership or control of something. This sums everything up in a single sentence. How else is this allowed to continue with impunity?

Attorneys knowingly conspire to have you sign a standard contract for small amount when they know that you will need a large retainer when the deal goes sour.

Music Publisher manipulates to obtain fresh ideas and works with the intention of using said works without honoring the Agreement. They flash a list of Major Labels that they will place your works with but then not only deny possession but also deny you royalties.

The Courts work against the Artist repeatedly by refusing to even acknowledge your complaints across State lines; which prevents relief that would allow you to secure an appropriate retainer.

The Artist/Writers and Producers are unable to operate or conduct business because the industry conspires against them.



## 15 U.S. Code § 2 - Monopolizing trade a felony; penalty

Every person who shall monopolize, or attempt to monopolize, or combine or conspire with any other person or persons, to monopolize any part of the trade or commerce among the several States, or with foreign nations, shall be deemed guilty of a felony, and, on conviction thereof, shall be punished by fine not exceeding \$100,000,000 if a corporation, or, if any other person, \$1,000,000, or by imprisonment not exceeding 10 years, or by both said punishments, in the discretion of the court.

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