

**HENRY M. GRUBEL, P.C.**

**Attorney at Law**

**37 Prospect Street**

**Freeport, N. Y. 11520**

**Phone - (516) 623-4100 Fax - (516) 623-1989**

**August 30, 2002**

Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220

Wendy Z. Goldstein, Pres., CEO  
Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220

Miles H. Kucker, VP Human Resources  
Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220

Allen Schechter, VP Finance & Strategic Planning  
Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220

Howard Smith, Chairman of the Board of Trustees  
Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220

CitiGroup, Inc.  
Don Goldstein  
State Street Corporation  
Citistreet  
Citistreet Inc.  
Citistreet Associates, LLC  
Citistreet Equities, LLC  
Citistreet Financial Services, LLC  
Travelers Insurance Company  
Buck Consultants  
Mayda Casado  
Jean Desjardins

Re: LOPRESTI v. CITIGROUP, et.al.  
Index #: 34229-02

Dear Sirs and Madams:

As you may or may not know you are all named defendants in the above captioned case. The summons and complaint was filed

with the Kings County Clerk on August 28, 2002 and some of you have already been served with the summons and complaint.

Plaintiff considers electronic data to be a valuable and irreplaceable source of discovery and/or evidence in this matter. The laws and rules prohibiting destruction of evidence apply to electronic data with the same force as they apply to other kinds of evidence.

Pending discovery concerning the layout and configuration of defendants' computer systems and electronic data sets, and pending any further agreement of the parties as to preservation of electronic evidence, the following safeguards against destruction of evidence should be maintained until the final resolution of these issues.

Please provide a copy of this letter to your lawyers and to the persons whose job responsibilities cover the matters addressed herein.

1. Electronic Data and all e-mail's to be Preserved: The following types of electronic data and e-mail's should be preserved, in accordance with the steps set forth in paragraphs 2-8 below:

A) All electronic mail and information about electronic mail (including message contents, header information and logs of electronic mail system usage) sent or received by the defendants, their agents servants and employees;

B) All other electronic mail and information about electronic mail (including message contents, header information and logs of electronic mail system usage) containing information about the subject of this litigation;

C) All data bases (including all records and fields and structural information in such databases), containing any reference to and/or information about the subject of this litigation;

D) All logs of activity on computer systems which may have been used to process or store electronic data containing information about the subject of this litigation;

E) All word processing files and file fragments containing information about the subject of this litigation;

F) With regard to electronic data created by application programs which process financial, accounting and billing information, all electronic data files and file fragments containing information about the subject of this litigation;

G) All files and file fragments containing information from electronic calendars and scheduling programs regarding the subject of this litigation;

H) All electronic data files and file fragments created or used by electronic spreadsheet programs, where such data files contain information about the subject of this litigation;

I) All other electronic data containing information about the subject of this litigation;

2. On-Line Data Storage on Mainframes and Minicomputers: With regard to on-line storage and/or direct access storage devices attached to defendants' mainframe computers and/or minicomputers: do not modify or delete any electronic data files existing at the time of this letter's delivery, which meet criteria set forth in paragraph 1 above, unless a true and correct copy of each such electronic data file has been made and steps have been taken to assure that such a copy will be preserved and accessible for purposes of this litigation.

3. Off-Line Data Storage, Backups and Archives, Floppy Diskettes, Tapes and Other Removable Electronic Media: With regard to all electronic media used of off-line storage, including magnetic tapes and cartridges and other media, which, at the time of this letter's delivery, contained any electronic data meeting the criteria listed in paragraph 1 above: stop any activity which may result in the loss of such electronic data, including rotation, destruction, overwriting and/or erasure of such media in whole or in part. This request is intended to cover all removable electronic media used for data storage in connection with defendants' computer systems, including magnetic tapes and cartridges, magneto-optical disks, floppy diskettes, and all other media, whether used with personal computers, minicomputers or mainframes or other computers, and whether containing backup and/or archive data sets or other electronic data, for all of defendants' computer systems.

4. Replacement of Data Storage Devices: Do not dispose of any electronic data storage devices and/or media which may be replaced due to failure and/or upgrade and/or other reasons that may contain electronic data meeting the criteria listed in paragraph 1 above.

5. Fixed Drives on stand-alone Personal Computers and Network Workstations: With regard to electronic data meeting the criteria listed in paragraph 1 above, which existed on fixed drives attached to stand-alone microcomputers and/or network workstations at the time of this letter's delivery: do not alter or erase such electronic data, and do not perform other procedures (such as data compression and disk de-fragmentation or optimization routines) which may impact such data, unless a true and correct copy has been made of such active files and of completely restored versions of such deleted electronic files and

file fragments, copies have been made of all directory listings (including hidden files) for all directories and sub directories containing such files, and arrangements have been made to preserve copies during the pendency of this litigation.

6. Programs and Utilities: Preserve copies of all application programs and utilities which may be used to process electronic data covered by this letter.

7. Log of System Modifications: Maintain an activity log to document modifications made to any electronic data processing system that may affect the system's capability to process any electronic data meeting the criteria listed in paragraph 1 above, regardless of whether such modifications were made by employees, contractors, vendors and/or any other third-parties.

8. Personal Computers Used by your agents, servants, and employees and/or their Secretaries and Assistants: The following steps should immediately be taken in regard to all personal computers used by your agents, servants, and employees and/or their secretaries and assistants.

A) As to fixed drivers attached to such computers: (i) a true and correct copy should be made of all electronic data on such fixed drivers relating to the subject of this litigation, including all active files and completely restored versions of all deleted electronic files and file fragments; (ii) full directory listings (including hidden files) for all directories and sub directories (including hidden directories) on such fixed drivers should be written; and (iii) such copies and listings should be preserved until this matter reaches its final resolution.

B) All floppy diskettes, magnetic tapes and cartridges, and other media used in connection with such computers prior to the date of delivery of this letter containing any electronic data relating to the subject of this litigation, should be collected and put into storage for the duration of this lawsuit.

9. Evidence Created Subsequent to this Letter: With regard to electronic data created subsequent to the date of delivery of this letter, relevant evidence should not be destroyed and defendants should take whatever steps are appropriate to avoid destruction of evidence.

Please do not hesitate to contact this office if you have any questions.

Very truly yours,



HENRY M. GRUBEL



Lutheran Medical Center  
150 55th Street  
Brooklyn, New York 11220-2574  
718/630-7300  
Office of the President

September 5, 2002

Henry M. Grubel, P.C.  
37 Prospect Street  
Freeport, N.Y. 11520

Re: Carmine A. LoPresti vs. Wendy Z. Goldstein, Miles H. Kucker, Allan Schecter,  
Howard Smith and Lutheran Medical Center

Dear Mr. Grubel:


Receipt is acknowledged of your letter dated August 30, 2002 addressed to the above  
named defendants.

Objection to the form, substance, overly broad, statements, lacking in specificity, is  
hereby made on behalf of the above named defendants.

Certainly, the defendants will cooperate to preserve all data used, electronic or non-  
electronic, so long it meets the legal requirements dealing with discovery issues, and  
further, allowable under the rules of evidence.

Incidentally your client as a sales representative for an insurance company, the Hospitals  
information systems is not available to him.

Very truly yours,

  
Dominic J. Lodato  
Senior Vice President and  
General Counsel

DJL/lr

Winner of the First American Hospital Association  
National Award for Excellence in Community Service  
The Forest G. McGraw Prize  
1986-1987



A Major Teaching Affiliate of the  
State University of New York  
Health Science Center at Brooklyn  
and Clinical Campus for Primary Care Education

**HENRY M. GRUBEL, P.C.**

Attorney at Law

37 Prospect Street

Freeport, N. Y. 11520

Phone - (516) 623-4100 Fax - (516) 623-1989

October 7, 2002

**FAXED**  
10/7/02

To: CARMINA  
12:15 pm

David Lender, Esq.

Weil, Gotshal & Manges, LLP

767 Fifth Avenue

New York, NY 10153

Attorneys for the Defendants:

CITIGROUP, INC., DON GOLDSTEIN, CITISTREET

CITISTREET INCORPORATED, CITISTREET ASSOCIATES, LLC,

CITISTREET EQUITIES, LLC,

CITISTREET FINANCIAL SERVICES, LLC,

TRAVELERS INSURANCE COMPANY,

MAYDA CASADO, JEAN DESJARDINS.

Judge Dominic J. Lodato

Lutheran Medical Center

150 55th Street

Brooklyn, NY 11220

Attorney for the Defendants:

WENDY Z. GOLDSTEIN, MILES H. KUCKER

ALLEN SCHECHTER, HOWARD SMITH

LUTHERAN MEDICAL CENTER

David Covey, Esq.

Sedgewich, Detert, Moran & Arnold

125 Broad Street

New York, NY 10004

Attorneys for the Defendant:

BUCK CONSULTANTS

STATE STREET CORPORATION - Was not served with complaint

Re: LOPRESTI v. CITIGROUP, et.al.

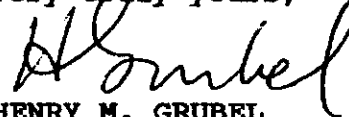
Index #: 34229-02

Supreme Kings

Gentleman:

As you know plaintiff voluntarily discontinued the above action. A new action will be filed in Federal Court sometime soon. In connection therewith and in view thereof enclosed is a copy of the electronic preservation letter dated August 30, 2002 that was sent to the defendants. Please advise your clients that notwithstanding the voluntary discontinuance, the terms of the preservation letter of August 30, 2002 is still applicable.

Very truly yours,



HENRY M. GRUBEL

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE • NEW YORK, NY 10153-0119

(212) 310-8000

FAX: (212) 310-8007

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WASHINGTON, D. C.

BRUSSELS  
BUDAPEST  
FRANKFURT  
LONDON  
PRAGUE  
WARSAW

DAVID LENDER  
DIRECT LINE (212) 310-8153  
E-MAIL: david.lender@weil.com

November 1, 2002

Henry M. Grubel, P.C.  
37 Prospect Street  
Freeport, New York 11520

Re: LoPresti v. Citigroup, Inc., et al

Dear Henry:

This is in response to your October 7, 2002 letter, which attaches a copy of your August 30, 2002 letter, concerning the preservation of electronic documents.

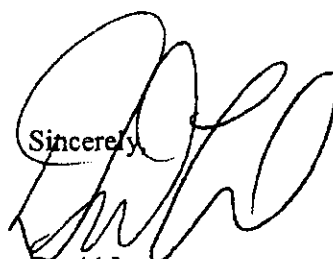
As you are aware, we represent Don Goldstein, Citigroup, Citistreet, Travelers, Maya Casado and Jean Desjardins. Other than the three named individuals, very few other employees from these companies were involved in the Lutheran Hospital matters raised in your Complaint. Accordingly, the requests contained in your letter, including your demand that defendants preserve all e-mail "sent or received by the defendants," without regard to the subject matter of such e-mail, is unreasonable and far too burdensome.

Instead, we have taken the following steps to ensure that all relevant electronic documents are preserved: (1) we have provided instructions to the employees involved in these matters and instructed them not to delete any relevant electronic documents; (2) we have asked all such employees to print out all relevant e-mail and other electronic documents; (3) we have instructed these employees to print out all e-mail or electronic documents generated in the future that relate to the Lutheran Hospital matter.

We believe that these steps will ensure that all electronic documents relevant to the litigation are preserved, without requiring defendants to incur unnecessary and overly burdensome expenses.

**WEIL, GOTSHAL & MANGES LLP**

Henry M. Grubel  
November 1, 2002  
Page 2

Sincerely,  
  
David Lender

SEDGWICK,  
DETERT, MORAN  
& ARNOLD

December 23, 2002

Henry M. Grubel  
Henry M. Grubel, P.C.  
37 Prospect Street  
P.O. Box 628  
Freeport, New York 1520

Re: LoPresti v. Buck Consultants, et al.  
Our File Number: 2009-106852

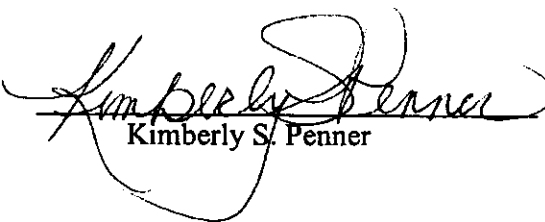
Dear Mr. Grubel:

My client has authorized me to return the enclosed Waiver of Service of Summons.

Very truly yours,

SEDGWICK, DETERT, MORAN & ARNOLD

By:

  
Kimberly S. Penner

Encl.

125 Broad Street Thirty-Ninth Floor New York, New York 10004-2400  
Telephone 212.422.0202 Facsimile 212.422.0925

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SAN FRANCISCO	LOS ANGELES	ORANGE COUNTY	CHICAGO	NEW JERSEY	DALLAS	LONDON	ZURICH	PARIS
415.781.7900	213.426.6900	949.852.8200	312.641.9050	973.242.0002	469.227.8200	44.20.7929.1829	41.1.201.1730	33.1.4704.5502

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

December 31, 2002

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

As you told me today you will be appearing for the  
"CitiGroup" defendants.

I am enclosing a copy of the laws, rules, and regulations  
that were cited in the complaint.

A copy of these have already been sent to Judge Johnson,  
Ping Moy, Esq., and David Covey, Esq.

I await the appearance stipulation.

Sincerely,

  
HENRY M. GRUBEL

via: FedEx 2nd day - Airbill 8300-7776-9372

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE • NEW YORK, NY 10153-0119

(212) 310-8000

FAX: (212) 310-8007

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BRUSSELS  
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WARSAW

WRITERS DIRECT LINE  
212-310-8505  
peter.hageman@weil.com

January 3, 2003

**BY FACSIMILE**

Henry M. Grubel, Esq.  
Henry M. Grubel, P.C.  
37 Prospect Street  
P.O. Box 628  
Freeport, NY 11520

Re: Carmine A. LoPresti v. Citigroup, Inc., et al  
Civil Action File No. Cv-02-6492

Dear Mr. Grubel:

Enclosed please find a stipulation with respect to the answer date for the defendants we are representing, consistent with what you discussed with David Lender. Please send the executed stipulation back to this office and we will see that it is filed with the Court.

In addition, as you discussed with David Lender, please amend the caption of the Complaint and the body of the Complaint in the above-referenced matter to accurately reflect the correct parties. Specifically, Citistreet, Inc. and Copeland Associates, Inc. do not exist; instead, the correct name of the Citistreet entity is Citistreet, LLC and Copeland Associates, Inc. merged into Citistreet Associates, LLC. In addition, because Smith Barney Corporate Trust Company is a cognizable legal entity, we ask that you delete the Complaint's reference to Solomon Smith Barney, Inc. Should you have any questions, please feel free to contact us. Thanks for your cooperation.

Cordially,



Peter Hageman

PH/vjr

Enclosure

Faxed to CL - 3:30pm - 1/6/03

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**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 6, 2003

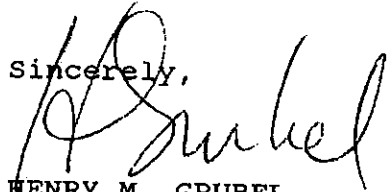
David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

Per the message I left you today I will not be deleting any  
named defendants from the caption.

Sincerely,

  
HENRY M. GRUBEL

Via: Fax & U.S. Mail

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 6, 2003

Sedgwick, Detert, Moran & Arnold  
Attn: David Covey, Esq.  
125 Broad Street, 39th Floor  
New York, New York 10004

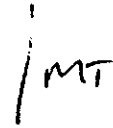
Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Covey:

Enclosed please find some back and forth correspondence between myself and David Lender, Esq., regarding deleting some of the defendants from the case because they allegedly do not exist. I have declined to do this.

Sincerely,

HENRY M. GRUBEL

A handwritten signature in black ink, appearing to read 'HMT', is written over the typed name 'HENRY M. GRUBEL'.

Via: U.S. Mail

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 7, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Via: Fax 212-310-8007 & U.S. Mail

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

At this time I see no need for a stipulation regarding when an answer will be due, in that this is all set forth in the Rule 4(d) letter that was sent to each defendant with the text prescribed pursuant to Rule 84.

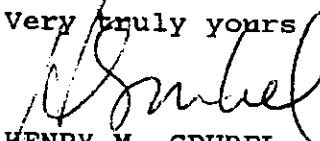
All that is needed at this time is the return of the FRCP Rule 4 Waivers of Service, by January 16, 2003 for each defendant. Per Rule 4(d) an original and a copy of the waiver was served on each defendant, together with the complaint.

Plaintiff must file a waiver of service for each defendant with the Court.

As I indicated yesterday, plaintiff will not amend the caption and body of the complaint to delete CITISTREET and CITISTREET, INC., as defendants based upon your representation to me that these defendants are nonexistent.

Further, plaintiff will not delete Salomon Smith Barney as a defendant herein.

If you have any questions please let me know.

Very truly yours  
  
HENRY M. GRUBEL

cc: Ping Moy, Esq. (U.S. Mail)  
David Covey, Esq. (U.S. Mail)



Date: 1-13-03

Number of pages: 2  
(including cover sheet)

Fax Number: 212-422-0925

Attention: DAVID COVEY ESQ

From: HENRY GRUBÉL

Comments: Please give to David Covey  
Thank you,

if an answer or motion under Rule 12 is not served upon you within 60 days after 12/13/02  
(DATE REQUEST WAS SENT)  
or within 90 days after that date if the request was sent outside the United States.

\_\_\_\_\_  
(DATE) (SIGNATURE)

Printed/Typed Name: BUCK CONSULTANTS

As \_\_\_\_\_ of \_\_\_\_\_  
(TITLE) (CORPORATE DEFENDANT)

**Duty to Avoid unnecessary Costs of Service of Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.



**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE • NEW YORK, NY 10153-0119

(212) 310-8000

FAX: (212) 310-8007

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DAVID LENDER  
DIRECT LINE (212) 310-9153  
E-MAIL: david.lender@weil.com

January 13, 2003

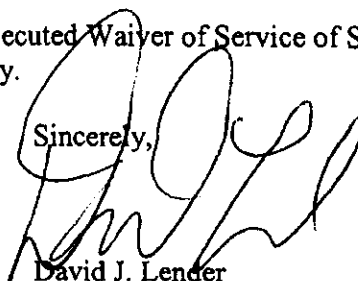
Henry M. Grubel, P.C.  
37 Prospect Street  
Freeport, NY 11520

Re: LoPresti v. Citigroup et al., CV-02-6492

Dear Henry M. Grubel :

Enclosed please find the executed Waiver of Service of Summons on behalf of the Travelers Insurance Company.

Sincerely,



David J. Lender

Enclosure

cc: Ellen Conway

**HENRY M. GRUBEL, P.C.**

Attorney at Law

37 Prospect Street

Freeport, N. Y. 11520

Phone - (516) 623-4100 Fax - (516) 623-1989

January 13, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Via: Fax only 212-310-8007

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

As requested here is a list of the defendants for whom we have **NOT** received a waiver of service of summons under Rule 4.

Citigroup, Inc.  
Statestreet Corporation  
Citistreet, Inc.  
Buck Consultants  
Salomon Smith Barney  
Copeland Associates, Inc.

We **HAVE** received waivers from the following defendants:

Wendy Goldstein  
Miles Kucker  
Allen Schechter  
Howard Smith  
William Myhre  
Don Goldstein  
Citistreet  
Citistreet Associates, LLC  
Citistreet Equities, LLC  
Citistreet Financial Services, LLC  
Lutheran Medical Center  
Buck Consultants, Inc.  
Mayda Casado  
Jean DesJardins  
Jim Wilson  
Travelers Insurance Company

Enclosed is a copy of the waiver from Citistreet, and the unsigned waiver with the notice of the lawsuit for Citigroup, Inc.

Very truly yours,

  
HENRY M. GRUBEL

cc: Ping Moy, Esq. (Fax only 718-630-6394) w/o enclosures  
David Covey, Esq. (Fax only 212-422-0925) w/o enclosures



**WEIL, GOTSHAL & MANGES LLP**

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(212) 310-8000

FAX: (212) 310-8007

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DAVID LENDER  
DIRECT LINE (212) 310-8153  
E-MAIL: david.lender@weil.com

January 15, 2003

**BY FACSIMILE AND MAIL**

Henry M. Grubel, P.C.  
37 Prospect Street  
Freeport, NY 11520

Re: **LoPresti v. Citigroup et al., CV-02-6492**

Dear Mr. Grubel:

Enclosed please find the executed Waiver of Service of Summons on behalf of Citigroup Inc.

Sincerely,

David Lender

Enclosure

cc: Angela Conti

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 15, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Via: Fax only 212-310-8007

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

On 1/14/03 you told me that I could not get a Rule 4 waiver of service for Copeland Associates, Inc., or Citistreet, Inc., on the grounds that neither of these companies exists.

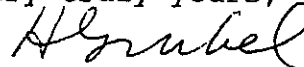
As you know, today is the last day to obtain a waiver of service from the defendants.

The only defendants who have **NOT** provided plaintiff with a waiver of service are Citistreet, Inc., Copeland Associates, Inc., and Salomon Smith Barney.

I have copies of recent checks drawn by Copeland Associates, Inc. that total \$216,304.11.

Please revisit the existence of Copeland Associates, Inc and advise as to Citistreet, Inc and SSB.

Very truly yours,



HENRY M. GRUBEL

cc: Ping Moy, Esq. (Fax only 718-630-6394)  
David Covey, Esq. (Fax only 212-422-0925)

WEIL, GOTSHAL & MANGES LLP

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DAVID LENDER  
DIRECT LINE (212) 310-8153  
E-MAIL: david.lender@wgl.com

January 16, 2003

**BY FACSIMILE**

Henry M. Grubel  
HENRY M. GRUBEL, P.C.  
37 Prospect Street  
Freeport, New York 11520

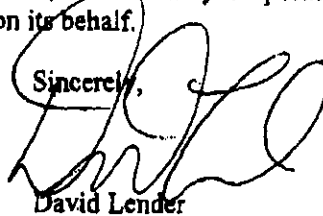
Re: LoPresti v. Citigroup, Inc., et al

Dear Mr. Grubel:

In response to your January 15, 2003 letter, please be advised once again that Copeland Associates Inc. no longer exists because it merged into Citistreet Associates LLC in August 2000. See attached. In addition, I have checked again, and can confirm that there is no entity called Citistreet, Inc. related to the Citistreet entities named in the Complaint. The document you sent me only indicates that some entity was incorporated as "Citistreet" in 1984 to conduct foreign business, and that the entity is inactive and was terminated. Therefore, I again request that you amend the caption to eliminate these non-existent companies.

Lastly, as I mentioned, Smith Barney Corporate Trust Company has authorized me to accept service on its behalf.

Sincerely,



David Lender

# FAX .....

From: Henry Grubel  
P.O. Box 628  
37 Prospect Street  
Freeport, NY 11520

Phone # 516-623-4100  
Fax # 516-623-1989

PLEASE GIVE THIS TO: DAVID LENDER

DATE: 1/17/03 Number of pages: 3  
(including this cover sheet)

FIRM: WG + M

TO FAX #: 212-310-8007

SENT @: 12<sup>05</sup> a.m./p.m.

RE: LoPresti v. Citigroup, Inc., et. al.

CC: ~~Q~~

MESSAGE:

Here are copies of  
wavier + notice re:  
SSB.

Via fax only

Via fax & mail

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 17, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Via: Fax only 212-310-8007

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

Per your 1/16/03 letter you stated "please be advised once again that Copeland Associates, Inc no longer exists because it merged into CitiStreet Associates, LLC in August 2000".

You attached a certificate of conversion of Copeland Associates, Inc. changing its name to Copeland Associates, LLC on 2/25/2000. You also enclosed a certification from the SOS of Delaware of a filing on 8/16/2000 wherein Copeland Associates, LLC had changed its name to CitiStreet Associates, LLC.

Attached hereto is proof positive that Copeland Associates, Inc., does in fact exist, albeit on a defacto basis, notwithstanding its name changes. Enclosed is check # 245266 dated 9/19/02 drawn against BNC Bank National Association, Jennette, P.A., signed by Robert C. Dughi in the amount of \$107,586.48 payable to the order of No. American Co. For Life and Hlth. The upper left portion of the check clearly identifies Copeland Associates, Inc. as the drawer company of the check.

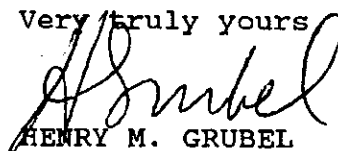
A second check # 246331 dated 10/7/02 in the amount of \$108,717.63 payable and drawn against and made by the same parties identified in the prior check.

In the two years since Copeland changed its name and then merged, it has not made these facts known to its bank or others.

Under the foregoing circumstances I believe that Copeland Associates, Inc. is a properly named defendant herein, whether defacto or dejure, and I renew my request for obtaining a waiver of service ASAP.

I will also need an actual waiver of service from you on the behalf of the defendant Smith Barney Corporate Trust Company because it must be filed with the Court.

Very truly yours



HENRY M. GRUBEL

cc: Allan N. Taffet, Esq. (Fax only 212-883-8883)  
David Covey, Esq. (Fax only 212-422-0925)

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 24, 2003

TO:

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Allan N. Taffet, Esq.  
Duval & Stachenfeld, LLP  
300 East 42<sup>nd</sup> Street, Third Floor  
New York, NY 10017

David Covey, Esq.  
Sedgwick, Detert, Moran & Arnold  
125 Broad Street, 39<sup>th</sup> Floor  
New York, NY 10004

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

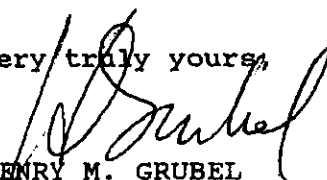
Gentlemen:

Enclosed herewith is a copy of the AMENDED COMPLAINT that was filed today in the above matter.

Please note that the exhibits contained in the original complaint are not amended. The exhibits remain the same, both in sequence and in content, in the amended complaint.

Also enclosed is a copy of the Certificate of Service hereof that will be filed with the Court.

Very truly yours,

  
HENRY M. GRUBEL

Via: FedEx - standard overnight

MEDICAL LIABILITY MUTUAL INSURANCE COMPANY

90 MERRICK AVENUE • EAST MEADOW, N.Y. 11554

Telephone (516) 794-7200

January 24, 2003

VIA OVERNIGHT MAIL

Ping C. Moy, Senior V.P. & General Counsel  
Lutheran Medical Center  
150 55<sup>th</sup> Street  
Brooklyn, NY 11220

Re: Carmine LoPresti v.  
Wendy Goldstein, et al.  
File #: 2-23485-L

Dear Mr. Moy:

Please be advised that Medical Liability Mutual Insurance Company has completed its initial coverage analysis under the Policy as it relates to the above referenced lawsuit. It is our opinion that there is no coverage under the MLMIC policy for the allegations as set forth in the complaint.

The complaint relates to the actions of certain officers at Lutheran Medical Center with regard to a change in employee investment plans. The complaint contains 15 Counts as follows:

Count One:	Violation of E.R.I.S.A. (Employee Retirement Insurance Security Act of 1974);
Count Two:	Violation of the Sherman Anti-Trust Act;
Count Three:	Violation of the Clayton Act;
Count Four:	Violation of R.I.C.O.
Count Five:	Violation of the Donnelly Act ( Conspiracy);
Count Six:	Violation of the General Business Law Art 22-A,
Count Seven:	Violation of the NYS Ins. Law Regulation 60;
Count Eight:	Violation of 4226 of the Ins. Law;
Count Nine:	Tortious Interference with Contract;
Count Ten:	Tortious Interference with Prospective Economic Advantage;
Count Eleven:	Conspiracy under the NYS Penal Law;
Count Twelve:	Defamation;

Count Thirteen: Fraud;  
Count Fourteen: Unfair Competition;  
Count Fifteen: Constructive Fraud.

The individual allegations in these Counts relate to fraudulent, deceptive, unlawful, willful, intentional, and malicious conduct resulting in alleged violations of various federal and state statutes. There is no coverage for such conduct under the General Liability Policy or the Professional Liability Policy, nor is there coverage for violations of such statutes.

There is no coverage for Count Twelve: Defamation under the Policy. The complaint alleges that an officer of Lutheran Medical Center wrote a letter containing statements deliberately made with malice and knowledge of their falsity. I direct your attention to the General Liability Policy at Coverage B: 2. Exclusions.

2. Exclusions.

This insurance does not apply to:

a. "Personal injury" or "advertising injury":

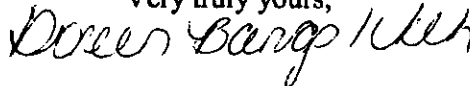
(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

....(3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.....

As previously noted, it is alleged that the statements were deliberately made with knowledge of their falsity. In addition, the alleged defamatory statements were made as part of the alleged unlawful conduct that constitutes the alleged violations of various federal and state statutes. Accordingly, there is no coverage under the Exclusion.

In addition there is no coverage under any Endorsement to the Policy. Should there be any questions please do not hesitate to contact the undersigned at the above stated address.

Very truly yours,



Doreen Bangs  
Claims Analyst

Cc: File

Joanne Gully  
Henry M. Grubel  
Attorney for Plaintiff

**HENRY M. GRUBEL, P.C.**  
**Attorney at Law**  
**37 Prospect Street**  
**Freeport, N. Y. 11520**  
**Phone - (516) 623-4100 Fax - (516) 623-1989**

January 28, 2003

TO:  
David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Allan N. Taffet, Esq.  
Duval & Stachenfeld, LLP  
300 East 42<sup>nd</sup> Street, Third Floor  
New York, NY 10017

David Covey, Esq.  
Sedgwick, Detert, Moran & Arnold  
125 Broad Street, 39<sup>th</sup> Floor  
New York, NY 10004

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

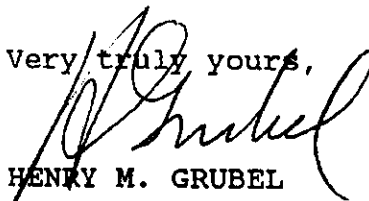
Gentlemen:

Here is a redone index into the Statutes, Rules, & Regs.  
This should be used in conjunction with the Amended Complaint.

Please note that there is a new law cited, which should be  
attached to the end of the statutes and that you should delete  
pages 144 - 148 of the statutes that were previously sent to you,  
as they had been inserted in error.

Also enclosed is a copy of the August 30, 2002 Electronic  
Data Preservation letter, plus the October 7, 2002 reminder  
regarding the Electronic Data Preservation. The demands in the  
8/30/02 letter are hereby adopted by the plaintiff in this action.  
Please advise your clients accordingly.

Very truly yours,

  
HENRY M. GRUBEL

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

January 28, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

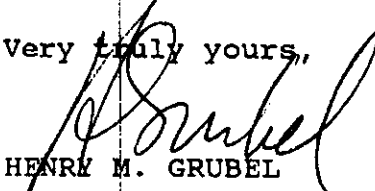
Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)

Dear Mr. Lender:

Enclosed please find the Notice of Lawsuit and Request for Waiver of Service of Summons and the Waiver of Service of Summons for Citistreet, LLC, and Salomon Smith Barney, Inc.

Please have the Waiver of Service of Summons signed and returned to me ASAP, *as discussed.*

Very truly yours,

  
HENRY M. GRUBEL

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE  
NEW YORK, NY 10153  
(212) 310-8000  
FAX: (212) 310-8007

BRUSSELS  
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DALLAS  
FRANKFURT  
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LONDON  
MIAMI  
PRAGUE  
SILICON VALLEY  
SINGAPORE  
WARSAW  
WASHINGTON, D.C.

WRITER'S DIRECT LINE  
212-310-8704  
pierre.davis@weil.com

January 29, 2003

**BY FACSIMILE**

Henry M. Grubel  
HENRY M. GRUBEL, P.C.  
37 Prospect Street  
Freeport, NY 11520

Re: LoPresti v. Citigroup, Inc., et al

Dear Mr. Grumbel:

This is to verify that the following legal entities do not exist: Copeland Associates, Inc. and Citistreet. As set forth in our letter of January 16, 2003, Copeland no longer exists because it merged into Citistreet Associates, LLC in August 2000. Further, "Citistreet" is not and has never been a legal entity. It is, therefore, not necessary that you provide a waiver of service and summons with respect to these parties.

Again, we request that you amend the caption and the complaint to eliminate those non-existent companies. Thanks for your attention to this matter.

Cordially,



Peter Hageman

Albany Field Claim Office  
31 British American Blvd.  
Latham, NY 12110  
(800) 854-6011

**MetLife** Auto & Home

January 30, 2003

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Howard Smith  
8225 Shore Road  
Brooklyn, NY 11209

Re: Our Claim No.: AL431434JA  
Insured: Howard Smith  
Date of Loss: 12/31/01  
Policy No.: PK03101199  
Case: LoPresti v. Citigroup, et. al.

Dear Mr. Smith:

MetLife Auto & Home, as the party who has assumed the handling of claims against your above numbered PAK II policy with the St. Paul Guardian Insurance Company, acknowledges receipt of a summon and complaint under the above referenced PAK II policy number naming several business entities and you, individually as a co-defendant.

The lawsuit commenced by Carmine A. LoPresti alleges that defendants caused personal injury to plaintiff and loss to plaintiff's business. This was allegedly accomplished by defendants' participation in a conspiracy and in improper practices, causing the transfer of annuity retirement contracts, purchased by employees of Lutheran Medical Center ("LMC"), from plaintiff's business to certain of the defendants.

As discussed below, MetLife Auto & Home (the "Company") disclaims coverage with respect to any obligation to defend or indemnify you in connection with all causes of action contained in the complaint, with the exception of the 12<sup>th</sup> cause of action for defamation. This disclaimer is based upon the fact that the injury, loss and/or damage allegedly caused to plaintiff were necessarily the expected and intended results of defendants' allegedly wrongful activities.

## PLAINTIFF'S LAWSUIT

It is alleged that beginning in or about July, 2001, LMC and other defendants entered into an agreement to wrongfully promote a 401(k) retirement plan among LMC employees. Pursuant to the agreement, LMC distributed to plaintiff's customers (LMC employees) pension information. The materials disseminated were allegedly deceptive, fraudulent and misleading. Ultimately, plaintiff asserts, defendants embarked upon a campaign to cause the LMC employees to transfer their annuity contracts from plaintiff to defendants' 401(k) plans. Finally, defendants, acting in concert, denied plaintiff access to LMC premises, barred plaintiff from communicating with LMC employees and from enrolling LMC employees in plaintiff's 403(b) retirement plans.

As part of the aforesaid campaign, LMC sent a letter to North American Company for Life and Health Insurance of New York ("NANY"), dated December 31, 2001, containing allegedly defamatory statements. NANY is the company through whom the annuity contracts, which plaintiff sold and serviced, were written. The letter advised that NANY's representative (the plaintiff) would no longer have access to LMC. Plaintiff claims that the language of the letter implies that plaintiff is a terrorist.

## THE POLICY

The Company issued Policy PK03101199 to Howard Smith, covering the period February 1, 2001 through February 1, 2002 (the "Policy"). The Policy limit is \$300,000 for each occurrence. There is also an excess umbrella endorsement having a limit of \$5 million.

With regard to the scope of coverage, the Policy provides, in pertinent part, as follows:

### **COVERAGE**

Your attention is first directed to page 3 of 29 of your personal package policy. The policy provides: We will cover your legal liability resulting from an occurrence in which there is actual accidental property damage, personal injury or death, anywhere in the world, subject to the limitations and exclusions in PAK II.

"By occurrence, we mean an event, including continuous or repeated exposure to the same conditions, resulting in personal injury or property damage neither expected nor intended by anyone insured by PAK II. The only intentional injury that is covered is assault and battery committed to save a life or property."

"Personal injury is physical bodily injury such as broken bones. It also includes nonphysical injuries to a person's feelings or reputation, including mental injury, mental anguish, wrongful eviction, libel, slander, defamation of character, invasion of privacy and false arrest. Remember: you are not covered for liability for physical bodily injury if it results from an intentional act. Other nonphysical personal injury is not covered if you could've expected the injury that resulted."

Your attention is directed as well to page 22 of 29 of the PAK II Policy under the section known as "major exclusions (claims not covered)." Under this part of the policy the broad coverage of PAK II is subject to major exclusions which apply to all sections of the policy including both the primary and umbrella liability sections of the policy. Your attention is directed to the exclusion denominated as Paragraph "c". This provides:

"c. PAK II doesn't cover the liability of any person who intentionally causes personal injury or property damage, including sexual or physical abuse. Even if the property damage or personal injury is more than was intended, we don't cover it because it is the result of an intentional act. We will, however, cover the legal liability of you or any family member resident in your household for the intentional acts of a person age 12 years or younger."

\* \* \*

"The only intentional injury that is covered is assault and battery committed to save a life or property."

Your PAK II Policy also contains a personal umbrella liability endorsement. Under this section of the policy, in addition to those terms which are made applicable by the PAK II conditions and exclusions, said endorsement has additional terms and conditions of its own.

Under this part of the package policy, we state:

"What do we mean by an accident or incident? Anything that causes property damage, personal injury or death without your expecting or intending it. The only intentional injury that is covered is assault and battery."

### DISCUSSION

All the causes of action set forth in the complaint (with the exception of the 12<sup>th</sup> claim, based upon defamation) contain allegations of purposeful, willful and intentional conduct by defendants.

The claimed violations of RICO, the Sherman Antitrust Act, the Clayton Act, General Business Law, New York State Insurance Law, and the allegations of tortious interference with contract, tortious interference with prospective economic advantage, conspiracy, fraud, unfair competition and constructive fraud, all assert affirmative actions undertaken by defendants, that, by their very nature, the consequences flowing from such conduct, must have been intended or, at the very least, expected. For instance, the allegations include:

- failure to disclose as required by ERISA;
- performing monopolistic acts;

- engaging in a pattern of racketeering activity;
- participating in a conspiracy to eliminate competition;
- deceptive marketing and advertising practices in transferring annuity accounts;
- deliberately making misleading statements and misrepresentations in solicitation;
- that defendants knew of the existence of the annuity contracts between LMC employees and plaintiff and intentionally caused LMC employees to cancel the annuity contracts with NANY/plaintiff, and wrongfully appropriated same;
- depriving plaintiff of profits;
- destroying the goodwill of plaintiff's business, and his business value.

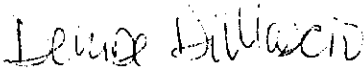
Therefore, the Company disclaims an obligation to defend and indemnify you in connection with the foregoing alleged intentional conduct, but will fully defend and indemnify you, with respect to the defamation claim asserted by plaintiff, since such claim is covered under our Policy. We are currently trying to coordinate the assignment of defense counsel for you with Lutheran Medical Center and will notify you once counsel has been assigned.

Please be advised that this correspondence does not constitute a waiver of the Company's rights and defenses under the Policy. This includes, but is not limited to, defenses arising out of the Policy provisions that future investigation may determine would form the bases for further disclaimers of coverage.

We trust that you understand the Company's position as set forth above. If you have any questions, please do not hesitate to contact the undersigned.

Should you wish to take this matter up with the New York State Insurance Department, you may correspond with them at Empire State Plaza, Bldg. 1, Rockefeller Plaza, Albany, New York 12257 or 25 Beaver Street, New York, New York 10004. If you write to MetLife, please include our claim number on your correspondence.

Sincerely,



Denise DiMascio  
Claims Supervisor  
Ext. 8545

cc.: Ping Moy, Eqs.  
Henry M. Grubel, PC  
Lutheran Medical Center  
Wendy Goldstein via Lutheran Medical Center  
Miles Kucker via Lutheran Medical Center  
Allen Schechter via Lutheran Medical Center  
William Myhre via Lutheran Medical Center  
Citistreet  
Citigroup Inc.  
Citistreet Associates, LLC  
Citistreet Equities, LLC  
Citistreet Financial Services, LLC  
Don Goldstein  
State Street Corporation  
Travelers Insurance Co.  
Buck Consultants  
Buck Consultants, Inc.  
Mayda Casado  
Jean Desjardins  
Jim Wilson  
Smith Barney Corp. Trust Co. s/h/a Salomon Smith Barney, Inc.  
Copeland Associates, Inc.

# FAX .....

From: Henry Grubel  
P.O. Box 628  
37 Prospect Street  
Freeport, NY 11520

Phone # 516-623-4100  
Fax # 516-623-1989

PLEASE GIVE THIS TO: David Lender + Peter Hageman Esq

DATE: 1-31-03 Number of pages: 1  
(including this cover sheet)

FIRM: WG+M

TO FAX #: 212-310-8007

SENT @: ± 3<sup>15</sup> a.m. / (p.m.)

RE: LoPresti v. Citigroup, Inc., et. al.

CC: Allan Toffet, Esq + David Covey, Esq

MESSAGE:

As I told you, notwithstanding your telling me  
in your 1/28/03 fax, that Copeland Assoc. Inc +  
Citistreet "do not exist": I will not announce  
the caption voluntarily + I will proceed against  
them as any other A.

H Grubel

Via fax only

Via fax & mail

# FAX .....

From: Henry Grubel  
P.O. Box 628  
37 Prospect Street  
Freeport, NY 11520

Phone # 516-623-4100  
Fax # 516-623-1989

PLEASE GIVE THIS TO: David Lender

DATE: 11/3/03 Number of pages: 1  
(including this cover sheet)

FIRM: WG&M

TO FAX #: 212-310-8007

SENT @: ± 12<sup>15</sup> a.m. (p.m.)

RE: LoPresti v. Citigroup, Inc., et. al. EDoNY Case Number CV-02-6492(SJ)

CC: All counsel: David Covey, Esq., and Allan N. Taffet, Esq.

**MESSAGE:**

From my inquiries it appears that Peter Hageman is not admitted to practice in New York State. I was not aware of this until today. If, in fact, Mr. Hageman is not admitted in NY or to practice before the Federal Eastern District Court of NY, I will need a statement from you signed by David Lender that all prior correspondence was signed by Mr. Hageman at Mr. Lender's instance on behalf of WG&M. In the future, only an admitted member of the bar of the FEDCNy should sign off on litigation materials on behalf of WG&M.

X Via fax only

H Grubel Via fax & mail

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE  
NEW YORK, NY 10153  
(212) 310-8000  
FAX: (212) 310-8007

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LONDON  
MIAMI  
PRAGUE  
SILICON VALLEY  
SINGAPORE  
WARSAW  
WASHINGTON, D.C.

WRITER'S DIRECT LINE  
212-310-8505  
peter.hageman@weil.com

February 3, 2003

**BY FEDERAL EXPRESS AND FACSIMILE**

Henry M. Grubel  
HENRY M. GRUBEL, P.C.  
37 Prospect Street  
Freeport, NY 11520

Re: LoPresti v. Citigroup, Inc. et al

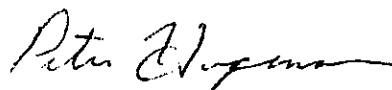
Dear Mr. Grubel:

On behalf of David Lender and the firm, please find the Stipulation enclosed as discussed. Please sign and return same to our offices at the above address.

Should you have any questions, please give David Lender or myself a call at the above referenced numbers.

Thank you for your attention to this matter.

Very truly yours,



Peter Hageman  
(Admitted in Texas; Admission in New  
York pending)

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE  
NEW YORK, NY 10153  
(212) 310-8000  
FAX: (212) 310-8007

BRUSSELS  
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MIAMI  
PRAGUE  
SILICON VALLEY  
SINGAPORE  
WARSAW  
WASHINGTON, D. C.

WRITER'S DIRECT LINE  
212-310-8704  
david.lender@weil.com

February 4, 2003

**BY FACSIMILE**

Henry M. Grubel  
HENRY M. GRUBEL, P.C.  
37 Prospect Street  
Freeport, NY 11520

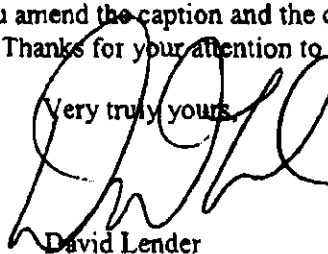
Re: **LoPresti v. Citigroup, Inc., et al**

Dear Mr. Grubel:

This is to verify that the following legal entities do not exist: Copeland Associates, Inc. and Citistreet. As set forth in our letter of January 16, 2003, Copeland no longer exists because it merged into Citistreet Associates, LLC in August 2000. Further, "Citistreet" is not a legal entity. It is, therefore, not necessary that you provide a waiver of service and summons with respect to these parties.

Again, we request that you amend the caption and the complaint to eliminate those non-existent companies. Thanks for your attention to this matter.

Very truly yours,



David Lender

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

February 5, 2003

**BY FACSIMILE ONLY**

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)  
(RML)

Dear Mr. Lender:

In your attached 2/4/03 fax to me you state "this is to verify that the following legal entities do not exist: Copeland Associates, Inc. and Citistreet". You also state "Citistreet" is not a legal entity.

You request that plaintiff amend the caption and the complaint "to eliminate these nonexistent companies".

In view of all of the public evidence that shows Citistreet to be alive and well, it would be appropriate for you to set forth in detail, what the basis is for your verification that Citistreet "is not a legal entity" or that it does not exist.

At this time, under these circumstances, plaintiff will not remove Citistreet or Copeland Associates, Inc., from the caption or the complaint in this matter.

Very truly yours,

  
HENRY M. GRUBEL

cc: Allan N. Taffet, Esq. (Fax only 212-883-8883)  
David Covey, Esq. (Fax only 212-422-0925)

ALL COUNSEL PLEASE NOTE:

**All Papers submitted to the court must include the assigned judge and magistrate, if applicable. Papers not including the above shall be returned for revision by the attorney. This includes all affidavits of service submitted by process service firms on an attorney's behalf.**

To: David Lender }  
Allan Tappet } Esqs  
David Covey, }

<http://www.nyed.sinc2.dcn>

<http://www.nyed.uscourts.gov>

To - all Counsel - FYI - via fax  
I picked this up the other day from  
the clerk's office. The initials of  
the magistrate must be below the  
initials of the judge. Our magistrate  
initials are (RML)

A Grubel  
2-5-03

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street  
Freeport, N. Y. 11520  
Phone - (516) 623-4100 Fax - (516) 623-1989

February 6, 2003

**BY FACSIMILE ONLY**

David J. Lender, Esq. Fax: 212-310-8007  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Allan N. Taffet, Esq. Fax: 212-883-8883  
Duval & Stachenfeld, LLP  
300 East 42<sup>nd</sup> Street, Third Floor  
New York, NY 10017

David Covey, Esq. Fax: 212-422-0925  
Sedgwick, Detert, Moran & Arnold  
125 Broad Street, 39<sup>th</sup> Floor  
New York, NY 10004

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)  
(RML)

Gentlemen:

By now you should have received the original stipulation extending the time to answer the amended complaint herein.


You or someone on your behalf will be submitting the stip to the Court to be so-ordered by Judge Johnson.

When you submit the stip, you must submit therewith the disclosure statement set forth in RULE 7.1 of the FRCP and RULE 1.9 of the Local Civil Rules.

All of the corporate defendants must file the disclosure statement.

Please forward to me a copy of the disclosure statement that is being filed by each corporate defendant herein.

Very truly yours,

  
HENRY M. GRUBEL

# FAX .....

From: Henry Grubel  
P.O. Box 628  
37 Prospect Street  
Freeport, NY 11520

Phone # 516-623-4100  
Fax # 516-623-1989

PLEASE GIVE THIS TO: David Lender, David Gney, Allan Toff

DATE: 2/14/03 Number of pages: 2  
(including this cover sheet)

FIRM: WG+M ; SD+M ; D+S

TO FAX #: \_\_\_\_\_

SENT @: 12<sup>20</sup> a.m. (p.m.)

RE: LoPresti v. Citigroup, Inc., et. al. EDoNY Case Number CV-02-6492(SJ)  
(RLM)

CC: \_\_\_\_\_

MESSAGE:

Here is a notice that Hon RML  
has resigned himself - Replaced by Hon  
Roanne T mann as magistrate in  
the above case  
H Grubel

Via fax only  Via fax & mail

Subj: **Activity in Case 1-02-06492-SJ LoPresti v. Citigroup, Inc. et al "Add and Terminate Judges"**  
Date: 2/13/2003 11:04:43 AM Eastern Standard Time  
From: ecf\_bounces@nyed.uscourts.gov  
Sent from the Internet (Details)

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**U.S. District Court  
Eastern District of New York**

Notice of Electronic Filing

The following transaction was received from Vaughn, Terry entered on 2/13/2003 at 11:03 AM EST and filed on 2/13/2003

**Case Name:** LoPresti v. Citigroup, Inc. et al  
**Case Number:** 1:02-cv-6492  
**Filer:**  
**Document Number:**

**Docket Text:**

Mag. Judge Roanne L. Mann added. Mag. Judge Robert M. Levy no longer assigned to case. Chambers advised by e'mail. (Vaughn, Terry)

The following document(s) are associated with this transaction:

**1:02-cv-6492 Notice will be electronically mailed to:**

Henry Michael Grubel Recallit@aol.com,

**1:02-cv-6492 Notice will not be electronically mailed to:**

**HENRY M. GRUBEL, P.C.**  
Attorney at Law  
37 Prospect Street - P.O. Box 628  
Freeport, N. Y. 11520  
Phone - (516) 623-4130 Fax - (516) 623-1989

February 20, 2003

David J. Lender, Esq.  
Weil, Gotshal & Manges, LLP  
767 Fifth Avenue, Room 3547  
New York, NY 10153

Via: FedEx - standard overnight  
to all Counsel

Allan N. Taffet, Esq.  
Duval & Stachenfeld, LLP  
300 East 42<sup>nd</sup> Street, Third Floor  
New York, NY 10017

David Covey, Esq.  
Sedgwick, Detert, Moran & Arnold  
125 Broad Street, 39<sup>th</sup> Floor  
New York, NY 10004

Re: LoPresti v. CitiGroup, et.al.  
CV-02-6492 (SJ)  
(RLM)

Gentlemen:

Enclosed is the Second Amended Complaint in the above matter that, as indicated thereon, was filed today with the court. Answers to the previous versions of the complaint have not been interposed by any defendant as yet. Plaintiff has deleted a prior defendant from the caption, "Citistreet, Incorporated", as it is not involved with this case.

Plaintiff added Messrs. Weill and Spina as defendants herein, and made other changes in the complaint, primarily necessitated by the official word from counsel that the defendants "CITISTREET" and "COPELAND ASSOCIATES, INC." do not exist. Plaintiff vigorously disputes the substance of this statement.

As to the defendants CITISTREET and COPELAND ASSOCIATES, INC., this amended complaint is made "as of right" per Rule 15(a).

As to the defendants who already have filed a Rule 4 waiver, please advise ASAP if you will give your written consent to this Second Amended Complaint, otherwise plaintiff will move forthwith for joinder, and for leave of the Court to interpose the Second Amended Complaint.

Very truly yours,

  
HENRY M. GRUBEL

P.S. Has the stip extending the time to answer been so ordered?  
Did you make your Rule 7.1 disclosures as yet?  
Please advise.