

Exhibit: 1. Plaintiffs' Copyright Application

-APPLICATION-

Title _____

Title of Work: BECOMING SELF-DIRECTED LEARNERS

Completion/Publication _____

Year of Completion: 2013

Author _____

- **Author:** Arline Paul
Author Created: text, compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1924

- **Author:** James A. Bellanca
Author Created: text, compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1937

- **Author:** Mark Paul
Author Created: compilation, editing

Work made for hire: No
Citizen of: United States
Year Born: 1949

Copyright claimant _____

Copyright Claimant: Arline Paul
940 Ridgewood Drive, Highland Park, IL, 60035, United States

Copyright Claimant: James A. Bellanca
310 Keystone Ct., Glencoe, IL, 60022, United States



Copyright Claimant: Mark Paul

940 Ridgewood Drive, Highland Park, IL, 60035, United States

Rights and Permissions

Name: C. Michael Kendall

Email: cmkendall5555@gmail.com

Telephone: 847-987-2597

Address: 662 Green Briar Lane

Lake Forest, IL 60045 United States

Alt. Telephone: 312-440-2810

Certification

Name: C. Michael Kendall

Date: July 12, 2013

Registration #:

Service Request #: 1-963158611

Priority: Routine

Application Date: July 12, 2013 05:38:57 PM

Correspondent

Name: C. Michael Kendall

Email: cmkendall5555@gmail.com

Telephone: 847-987-2597

Address: 662 Green Briar Lane
Lake Forest, IL 60045 United States

Alt. Telephone: 312-440-2810

Mail Certificate

C. Michael Kendall
662 Green Briar Lane
Lake Forest, IL 60045 United States



Michael Kendall <cmkendall5555@gmail.com>

Acknowledgement of Uploaded Deposit

2 messages

Copyright Office <cop-rc@loc.gov>
To: cmkendall5555@gmail.com

Fri, Jul 12, 2013 at 4:06 PM

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

The following files were successfully uploaded for service request 1-963158611

File Name :Becoming Self Directed Learners.pdf
File Size :3467 KB
Date/Time :7/12/2013 5:02:33 PM

[THREAD ID: 1-FXIKQR]

United States Copyright Office

Michael Kendall <cmkendall5555@gmail.com>
To: Michael Kendall <cmkendall5555@gmail.com>

Tue, Sep 3, 2013 at 2:30 PM

----- Forwarded message -----

From: **Copyright Office** <cop-rc@loc.gov>
Date: Fri, Jul 12, 2013 at 4:06 PM
Subject: Acknowledgement of Uploaded Deposit
To: cmkendall5555@gmail.com

THIS IS AN AUTOMATED EMAIL. PLEASE DO NOT REPLY.

Thank you for submitting your registration claim using the Electronic Copyright Office (ECO) System.

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File Name :Becoming Self Directed Learners.pdf
File Size :3467 KB
Date/Time :7/12/2013 5:02:33 PM

[THREAD ID: 1-FXIKQR]

United States Copyright Office



Michael Kendall <cmkendall5555@gmail.com>

RE: Status

1 message

Copyright Information <copyinfo@loc.gov>

Wed, Sep 4, 2013 at 12:26 PM

To: "cmkendall5555@gmail.com" <cmkendall5555@gmail.com>

Cc: Copyright Information <copyinfo@loc.gov>

Good Morning,

Our records show that your work was received through eCO on 7/12/2013 and has been entered into our internal database under our file number SR 1-963158611. Please refer to this number in all future correspondence with our office concerning this claim.

Your work is currently in process.

It takes about 2.5-4 months for the registration process to be completed using the online registration system. The status will change to closed. You will receive a certificate of registration after this period. The registration however is effective from the date of receipt of your material and you can publish your work or do whatever you wish with it from that time. See <http://www.copyright.gov/circs/circ1.pdf>.

For current processing times, see <http://www.copyright.gov/help/faq/faq-what.html#certificate>

-----Original Message-----

From: cmkendall5555@gmail.com [mailto:cmkendall5555@gmail.com]

Sent: Tuesday, September 03, 2013 9:17 PM

To: Copyright Information

Subject: Status

[Name]:

Michael Kendall

[Title of Work]:

Becoming Self-Directed Learners

[Claimant]:

James Bellanca et al.

[Application Date]:

July 2013

[Confirmation]:

Yes

[Comments]:

I was told to use # 1-963158611. We need the certificate in connection with a lawsuit.

Submitted at 21:17 on 9/3/13.

Exhibit: 2. Release Form signed by Center Book contributors

Date _____
I hereby grant the editors of *On Becoming a Self-Directed Learner* permission to use the memoir submitted to the editors in any and all other media, whether now known or hereafter existing, in perpetuity. I will make no monetary or other claim against the editors for the use of the memoir.

Name (print full name) _____

Signature _____

Relation to subject (if subject is a minor) _____

Address _____

City, State, Zip code _____

Telephone _____

Requested by _____

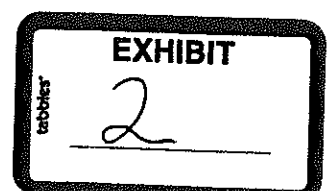


Exhibit: 3. "9/3/12" Publishing Contract (terminated)

AGREEMENT made this day, September 3, 2012 between Wicker Park Press Ltd (the "Publisher") located at PO Box 5318, River Forest, IL 60305 and James Bellanca, Arline Paul, and ~~MARK~~ Paul (the "Author") whose address is 310 Keystone Court Glencoe, Ill. 60022. Arline + Mark Paul - address is: 946 Ridgewood Dr. Highland Park, IL 60035

WHEREAS, the parties are desirous respectively of publishing and having published a certain work, — The Center for Self-Directed Learning (the "Work" ~~to be titled~~) JAB

THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. GRANT. The Author grants to the Publisher, during the full term of copyright in the Work, and any and all renewals and extensions of such copyright, the following exclusive world-wide rights:

- a. Publication Rights: The exclusive right to produce, edit, translate, print, publish, distribute and sell (collectively termed "publish") the Work in book form, and the exclusive right to sell or license others the right so to do.
- b. Subsidiary Rights: The exclusive subsidiary rights in the Work referred to in Paragraph 5b below, including all rights in the Work necessary for the purpose of exercising those rights and the exclusive right to sell or license others the right so to do.
- c. Promotional Rights: The right to use the name, likeness and biography of the Author and to publicly display the Work in advertising, promotion, publicity and otherwise in connection with the exercise of the rights granted in Paragraphs 1a and 1b, and the right to authorize others so to do.

2. MANUSCRIPT.

- a. Delivery: The Author has delivered to the Publisher one (1) copy of the manuscript of the Work and will deliver within 30 days of the signing of this agreement, a disk, Macintosh formattable, acceptable to the Publisher in form and content for publication. The manuscript shall be in the English language and shall include copy for the title page, and for non-fiction works shall also contain a table of contents, an index, bibliography, illustrations, charts and other related materials. On failure of the Author to provide these related materials, the Publisher may supply them and charge the expense thereof to the Author.
- b. Care: The Publisher shall care for the manuscript and related materials in the same manner as it customarily cares for similar materials submitted by others and shall not be liable for any damage resulting from their loss or destruction. The Publisher may, after first publication, dispose of the manuscript, related materials, proofs, etc. in any manner it chooses.
- c. Permissions: The Author shall obtain and deliver to the Publisher, at no expense to it and within a reasonable time after signing this Agreement, written permissions for the use, consistent with the rights herein granted, of all items, graphic and textual, from other published and unpublished works incorporated into the Work by the Author. The Publisher shall have the right to obtain any permissions the Author fails to secure and charge the costs thereof to the Author, and to deduct such costs from any sums which may become due and owing to the Author under this Agreement or otherwise.
- d. Acceptance, Rejection and Revisions: The Publisher shall determine, in its sole discretion, whether the same are acceptable to it in form and content. Should the Publisher request certain revisions from the Author, the Publisher shall have two (2) months after receipt of the materials submitted as such revisions, or as thereafter submitted as further revisions, to determine the need for still further revisions. The manuscript accepted by the Publisher shall constitute the Work to be published hereunder and the Author shall have no right to withdraw

Exhibit A [Wicker Park Press]

EXHIBIT	
3	

that manuscript and substitute a revised or different manuscript therefor unless revisions are requested by the Publisher or the Publisher has agreed in writing to the substitutions.

The Author acknowledges that the Publisher's acceptance of the Author's manuscript and the Publisher's duty to publish said manuscript is subject to the Publisher's right to edit and revise the manuscript to the Publisher's satisfaction. If the Author shall fail to edit or revise the manuscript to the Publisher's satisfaction, the Publisher shall, at its sole discretion, have the right to reject the manuscript and terminate this agreement, or edit, revise, or otherwise modify the manuscript to suit its requirements. In the event the Publisher shall reject the manuscript and thereby terminate this agreement, Publisher and Author shall have no further liability to each other.

Acceptance by the Publisher shall only be in writing signed by an officer of the Publisher; and no request for revisions or other comments or communications from the Publisher shall be deemed an acceptance or rejection.

- JP MR JMS
EM
- e. Editing: The Publisher may edit the Work in accordance with the Publisher's standard style of capitalization, punctuation, spelling and usage. [REDACTED] eliminate and replace [REDACTED] JAB
- f. Proofreading: The Publisher shall furnish galley proofs of the Work to the Author who shall, within fifteen (15) working days after receipt, read, correct and return the same. Should the Author fail timely to return the corrected galleys, the proofs will be deemed approved by the Author in all respects. Any changes made by the Author and which are acceptable to the Publisher, other than corrections of printer's errors which exceed fifteen percent (15%) of the original cost of composition, shall be charged to the Author against moneys due him/her under this or any other agreement with the Publisher.
- g. Termination: If this Agreement is terminated, the Publisher shall have the right to recover from the Author any and all costs and expenses incurred by it in connection with the Work. Until such reimbursement, the Author shall not allow the Work to be published elsewhere; but once the Publisher's costs and expenses have been repaid, the Publisher and Author shall have no further liability to each other hereunder.

3. PUBLICATION.

- JP MR JMS
EM
- a. Time and Manner: Within a reasonable time after acceptance of the Work [REDACTED] proofing the galleys thereof, the Publisher will publish the Work in such a style and manner and at such price as it deems best, and will keep the Work in print as long as it deems expedient, but it will not be responsible for delays in publication caused by circumstances beyond its control.
- b. Publisher's Determination: In no event shall the Publisher be obligated to publish a work which in its opinion violates the copyright or invades the right of privacy or publicity of any person, contains any material the Publisher thinks possibly libelous or obscene or which in any way is contrary to the warranties and representations of the Author in Paragraph 4a set forth.
- c. Copyright: The Publisher will apply to register the copyright in the Work in the United States, in conformity with the Copyright Law of the United States and the Universal Copyright Convention—in the Author's name—and may affect any renewals or extensions of copyright as may be provided for by the United States Copyright Law. The Author shall execute and deliver all instruments and documents the Publisher thinks necessary to apply for copyright registration and to effectuate the purposes of this Agreement and the Author hereby appoints the Publisher as the Author's attorney in-fact for such purpose.

4. [REDACTED] WARRANTIES AND INDEMNITIES.

a. Authors' Warranties: The Author warrants and represents that: (i) Author is the sole author of the Work; (ii) Author is the sole owner of all rights granted herein to the Publisher; (iii) Author has full power and authority to enter into this Agreement, to perform the obligations to be performed by Author hereunder and to grant the rights herein granted, which rights the Author warrants have not been previously assigned, transferred, pledged or otherwise encumbered; (iv) the Work is original and has not been previously published and is not in the public domain; (v) the Work, including any characters and devices therein and any title supplied by the Author, does not infringe any copyright, unfairly compete with any other work, is not libelous or obscene, and does not invade any right of privacy, publicity or any other personal or property right of any third party; (vi) the Work contains no matter the publication or sale of which violates any statute or any regulation thereunder, (vii) no recipe, formula or instruction contained in the Work will be injurious to the user, and (ix) the Work is not in any other way unlawful. These warranties and representations are true on the date of the execution of this Agreement, shall be true on the date of actual publication of the Work, and shall be true at all intervening times.

The foregoing warranties, representations, and indemnities shall survive the expiration or sooner termination of this Agreement.

- b. Indemnification: In the event of any claim, action or proceeding based on or arising from any alleged breach of any of the warranties and representations set forth in Paragraph 4a above, the Publisher shall have the right to defend the same through counsel of its own choosing. The Author hereby indemnifies and holds harmless the Publisher, any seller of the Work and any licensee of any right in the Work provided for in this Agreement, against any loss, liability, damage, cost or expense, including reasonable attorneys' fees, arising out of, or for the purpose of avoiding, any such claim, action or proceeding or the settlement thereof, except to the extent that such loss, liability, damage cost or expense is solely attributable to matters inserted in the Work by the Publisher which were not furnished by the Author. Until such claim, action or proceeding has been settled, withdrawn or otherwise resolved, the Publisher may withhold payment of any sums otherwise due the Author under this Agreement. The Author shall give the Publisher prompt notice of any such claim, action or proceeding coming to the Author's attention, and the Author shall fully cooperate with the Publisher in the defense thereof.
- c. Third-Party Copyright Infringement. The Publisher may, at its own cost and expense, take such action, in the Author's name if necessary, as required to restrain any infringement of copyright or to seek damages therefor but shall not be liable to the Author for failure to take such legal steps. Should the Author elect to join in taking such legal action, the expenses and the recovery shall be shared equally, but if the Publisher proceeds without the Author's participation, any recovery shall belong to the Publisher. If the Publisher does not bring such action, the Author may do so in the Author's own name, cost and expense, and money damages secured by the Author for any infringement shall belong to the Author except that any money damages recovered on account of Publisher's lost profits shall be divided equally with the Publisher.

5. CONSIDERATION TO AUTHOR

- a. Book Royalties: The Publisher will pay the Author the following royalties, to be computed (unless otherwise noted below) on the received price for each copy of the Work it sells in book form, in the English language, and calculated on the basis of a 50% discount off the retail price, less returns:

- (1) U.S. Trade Editions: On sales in the United States of Trade Edition copies:
- (a) Hardcover: Other than on sales falling within subparagraphs a(2) through (6) hereof: a royalty of 10% of the first 5,000 copies sold, 12-1/2% of the second 5,000 copies sold and 15% of all copies sold over 10,000 copies.
 - (b) Paperback: A royalty of 10% on all copies sold divisible among the Authors at % designated for each.
 - (c) On copies distributed by catalog houses and not for book store resale: half of the existing royalty set forth in subparagraph a(1) above will be paid to the Authors from the Publisher's actual cash receipts.
 - (d) Where the discount is 52% or more of the retail price: half of the existing royalty set forth in subparagraph a(1) above will be paid to the Authors.
 - (e) For the purpose of keeping the work "in print"; when sales of the work fall below 100 copies per accounting period: half of the existing royalty set forth in subparagraph a(1) above will be paid to the Authors. This provision will take effect only after one year from the date of the original publication of the work.
- (2) U.S. Direct Sales: On copies sold directly to the consumer through radio or television advertising, direct mail order, coupon advertising: 2% of the amount received by the Publisher.
- (3) Converted Books: On all copies sold with the original covers removed and replacement covers substituted therefor: a royalty of 5% of all copies sold after the first 1,000 copies.
- (4) U.S. Remainder Sales: On copies and sheets sold outside regular wholesale and retail channels when Publisher, in its sole judgment, determines, no earlier than one year after first publication, that such sales could not be made in a reasonable time through the normal wholesale and retail channels: no royalties shall be paid.
- (5) All other English Language Sales: On all sales in Canada and any other place in which English language editions of the book are sold: half the royalty hereinabove applicable for the U.S.
- (6) Sales At Cost: Copies sold at or below cost (including expenses incurred) or given away free to the Author or for review or as advertising or promotional samples or for charitable or public purposes for which the Publisher receives no proceeds, or for like uses: no royalties shall be paid.
- b. Subsidiary Rights Licenses: On licenses of the subsidiary rights herein below listed, the Author shall be entitled to half (50%) of the moneys actually received by the Publisher after deduction of all agency commissions, taxes, and any and all other costs in securing and enforcing the license.
- (1) Softcover Reprint License: The right to publish a hardcover or softcover reprint (including by microfilm or other device or method) edition of the Work.
 - (2) Book Club: The right to publish a book club edition of the Work (in complete, condensed or abridged versions).

- (3) First Serial: The right to publish the Work in periodicals prior to book publication, in complete, condensed or abridged versions.
- (4) Foreign Language: The right to translate and publish the Work in book or serial form, in complete, condensed or abridged versions.
- (5) Receipts from Other Rights: The right to license English or foreign language rights for publication as digest, abridgement, condensation, selection or quotation, anthology, second serialization if available, syndication.
- (6) Advertising and Merchandising Tie-ins: The right to license characters, devices, series title or themes, novelty and similar commercial uses of the Work and to license material based on the Work or on any illustration contained therein, including without limitation, any such illustration furnished or paid for by the Author.
- (7) Other Media: Reproduction in film strips, transparencies, slides, microfilm, microfiche, programmed instruction, computers, computer programs or systems for the storage and retrieval, dissemination and reproduction of information, including without limitation CD-Rom or by any other means or media.
- (8) Performance and Reproduction: Licenses for records, tapes or other methods of audio reproduction of the Work, or for purposes of reading aloud.
- (9) Motion Picture, Dramatic, Television and Radio: The right to license motion picture, television, radio and dramatic rights in and to the Work or in connection with the Work (including free, cable and pay television and radio, in or in connection with a single program or a series).
- (10) Reproduction on Audio/Video Recordings: The right to license use of Work by any device or system now (e.g., on video-cassette or disc) or hereafter known, except that any rights which would fall under subparagraph 5b(9) above shall be deemed granted pursuant to that Paragraph.
- (11) Reprography: Any mechanical, photographic, electronic, chemical or other reprography rendition or recording not set forth in any of the foregoing methods or manners or by any other method or manner now or hereafter known or devised.

If any license granted by the Publisher shall include any part of the Work and material of others, the amount payable to the Author shall be computed as a pro-rata share (based on the total number of authors included) of the moneys received by Publisher. The Publisher may grant the licensee or grantee of any of the rights referred to in subparagraph 5b(9) above, the right to publish excerpts, summaries and condensations of the Work not to exceed 7,500 words in the aggregate, for advertising and exploiting such rights, provided however, that such grant shall require the purchaser to take reasonable steps to protect the copyright in the Work. The Publisher may also authorize the performance or reproduction of selections, summaries and condensations of the Work in any medium, without charge including any royalty to the Author if, in the opinion of the Publisher, such performance or reproduction will promote sales of the Work.

6. STATEMENTS; PAYMENTS.

- a. Statements: The Publisher will render to the Author written semiannual statements of account during March and September of each calendar year covering the six month period ending, respectively, on the prior December 31st and June 30th, and make settlement for any balance shown due thereon. If such balance is less than \$100, no payment shall be required until the next statement showing a cumulative balance due of \$100 or more.

(1) Reserve: In rendering such statements, the Publisher may set up a reserve of twenty percent (20%), to allow for returns during the first three royalty accounting periods following initial publication of the Work.

(2) Deductions: The Publisher may deduct from any payments due to the Author under this or any other agreement between the Author and the Publisher:

(i) The amount of any overpayments of moneys due the Author as advances, royalties, compensation from the disposition of subsidiary rights and the like; and

(ii) Any amounts payable by the Author to the Publisher under this Agreement unless the Publisher chooses to bill the Author separately for such amounts (which amounts shall then be paid promptly to the Publisher by the Author).

b. Accuracy: Any statements rendered by the Publisher to the Author shall be deemed true and accurate unless the Author mails to the Publisher a certified letter, by the end of the May or November after the date of the March and September statements, respectively, which lists in detail all items on the statement to which the Author objects and the nature of each objection.

c. Audit: At the Author's own expense, on no less than thirty (30) days prior written notice, the Author may examine or cause to be examined, during regular business days and hours, by Certified Public Accountants, the books and accounts of the Publisher insofar as they relate to the sale or licensing of the Work. If errors in excess of 5% are found in the Author's form, the Publisher shall bear the cost of such examination.

7. AUTHOR'S FREE COPIES. The Publisher will furnish ten copies of the first edition of the Work to the Author without charge. The Author may purchase additional copies, for personal use, from the Publisher at a 40% discount from the retail trade price, free of royalty.

8. REVERSION OF RIGHTS. In the event that (i) there is no edition of the Work in print or for sale in any edition by the Publisher or any of its licensees, and no contract (except for the present Agreement) is in existence for future-publication of any edition or for use of the Work in any manner; (ii) there is no unearned advance royalty or other unsatisfied indebtedness of the Author to the Publisher; and (iii) no earnings have been payable to the Author hereunder during two (2) consecutive accounting periods from and after the third year following initial publication, then, at any time thereafter, the Author may in writing demand the reconveyance or reassignment of all rights hereby granted to the Publisher. The Publisher shall have six (6) months after receiving such demand in which to make arrangements for reprinting or other use of the Work, or may submit other evidence of anticipated earnings from the Work, and upon the submission of evidence to such effect this agreement shall continue in full force and effect as if no such demand had been made; but if at the expiration of the sixth (6) month the Publisher shall not have made any such arrangement or submitted such evidence, all rights hereby granted to the Publisher shall forthwith revert to the Author (a) subject, however, to any outstanding licenses and the Publisher's right to participate in the proceeds thereof and pay sums due to the Author hereunder, and (b) excepting for rights of the Publisher springing from representations, warranties, indemnities and other rights specifically stated herein as surviving the termination of this Agreement.

9. OTHER WORKS BY THE AUTHOR.

a. Competing Works: The Author, during the term of this Agreement, shall not, without the written permission of the Publisher, publish or furnish to any other publisher, for sale or trade or otherwise, any material taken from or based on material in the Work, or any work or material upon the same subject, that might compete with the sale of the Work. ~~The Author at his own expense shall prepare and submit to the Publisher for its review and approval all articles he prepares for publication in any periodical, magazine, newspaper, or other publication.~~ JAB

AP
JAB
em

OP
EM

b. [REDACTED]

10. ASSIGNABILITY. This agreement will be binding on and inure to the benefit of the heirs, executors, administrators or assigns of the Author and the successors or assigns of the Publisher. The Publisher may assign this Agreement, but only in its entirety. The Author may assign this Agreement only as to any net sums due or to become due to the Author hereunder and then only to a single entity and upon sixty (60) days prior written notice to the Publisher.

11. INTERPRETATION.

- a. Entire Understanding: This Agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.
- b. Construction: This Agreement, negotiated and executed in the State of Illinois, will be construed in accordance with the laws of that state relating to contracts to be therein performed.
- c. Paragraph Headings: Paragraph headings herein are for convenience only and, being no part of this Agreement, are not to be used to modify or interpret any part thereof.
- d. Severability: Should any one or more of the numbered or lettered paragraphs of this Agreement be found void or otherwise unenforceable for any reason, the remainder of the Agreement will be enforced as written.
- e. Speculative: Both parties acknowledge that the commercial success of the Work as published is speculative and nothing herein contained shall be construed as a representation by either party that the Work will become an artistic or commercial success or that any royalties will be earned therefrom.

12. JURISDICTION. Any action brought against either party herein against the other based on or arising from this Agreement shall be brought in the federal or state courts located in the State of Illinois and the City of Chicago. Each of the parties herein agrees that service of process upon that party by certified mail, return receipt requested, shall be deemed personal service upon that party in the City of Chicago made on the tenth (10th) day after receipt of such service.

13. NOTICES. Any notice required and payments made under this Agreement shall be deemed to have been properly made if made by U.S. mail and addressed to the party so notified or paid at the address first hereinabove for that party.

Publisher

~~_____~~
Eric Miller
Pres.
Wicker
Park Press
LLC

Author

James Dellinger
Chell
Mark Paul
Arline Paul
MARK PAUL
Arline Paul

EXHIBIT A (WICKER PARK PRESS)

Exhibit 4: Three emails: 4/25/13 from Mark Paul to Eric Miller,
4/25/13 from Eric Miller to Mark Paul, 4/26/13 from
Mark Paul to Eric Miller

[Print](#) | [Close Window](#)

Subject: Re: On Becoming a Self-Directed Learner
 From: Mark Paul <mark-paul@comcast.net>
 Date: Fri, Apr 26, 2013 3:17 pm
 To: <eric@3ibooks.com>
 Cc: "Jim Bellanca" <jab@iriinc.us>, "Stan&Arline Paul" <arline.paul@comcast.net>

Eric:

Below, we have attached the paragraph from the contract that covers our right, albeit applied reluctantly, to remove the publication of our book from Wicker Park Press.

Termination: If this Agreement is terminated, the Publisher shall have the right to recover from the Author any and all costs and expenses incurred by it in connection with the Work. Until such reimbursement, the Author shall not allow the Work to be published elsewhere; but once the Publisher's costs and expenses have been repaid, the Publisher and Author shall have no further liability to each other hereunder.

Please comply with our prior e-mail request for the return of all items forthwith and to cease all activity on the book as of our note yesterday.

As per the termination statement, upon receipt of itemized reimbursement of your sunk costs to this date, we will make payments so that we may publish elsewhere. Please send all correspondence to Mark Paul at mark-paul@comcast.net and materials to:

Mark Paul
 940 Ridgewood Drive
 Highland Park, IL 60035

Jim, Arline and Mark

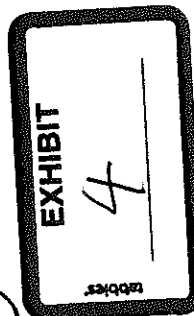
On Apr 25, 2013, at 2:40 PM, <eric@3ibooks.com> wrote:

Mark

You can't break the agreement, we have a contract for this book. I spent several hours working on the manuscript which was not delivered to me the way the contract stated -- "2a. The Author has delivered to the Publisher one (1) copy of the manuscript of the Work within 30 days of signing of this agreement, a disk, Macintosh formattable, acceptable to the Publisher in form and content for publication ..."

Read the whole paragraph -- You sent me 30 different emails with the content, and you did not assemble the manuscript, I did all the work on it. That is not the way it's supposed to go, and not what we agreed to.

Look at 3a. in the contract. You need to proof the galleys which are coming up now. Then I publish it within three months. You have not lived up to your responsibility -- there are delays because you wanted a different cover, you wanted to change the title without consulting me after we had agreement, and you did not accept the promotional content we wrote in-house for the book. So the delays are YOUR fault. I invested considerable time, money and energy working on this book, and you have not cooperated with me.



P. 7 EXHIBIT B (WICKER PARK PRESS)

Your seeing no evidence of progress is completely subjective. We are in the timeline for the galleys. Everything is proceeding according to plan.

So Mark, sorry but you are on the hook for the delays here. I need to be compensated for my time and energy put into this book. I proceeded in good faith and you have violated a trust. There can be no breaking of the contract because you feel like it.

Eric

----- Original Message -----

Subject: On Becoming a Self-Directed Learner
From: Mark Paul <mark-paul@comcast.net>
Date: Thu, April 25, 2013 2:20 pm
To: Eric Miller <eric@3ibooks.com>
Cc: Jim Bellanca <jab@iriinc.us>, Stan&Arline Paul <arline.paul@comcast.net>

Because we have previously expressed to you our profound dissatisfaction with the fulfillment of your responsibilities in a timely manner and see no evidence of progress, we are terminating our agreement with you and Wicker Park Press Ltd.

Please return all materials to the following address, take down the web site for the book, and cease any further effort on behalf of the book.
James Bellanca, Arline Paul, Mark Paul

Mark Paul
773-698-2514
#####

Mark Paul
773-698-2514
#####

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P.8 EXHIBIT B (WICKER PARK PRESS)

Exhibit: 5. First page of 4/27/13 "Fees" Invoice

P. 1 EXHIBIT C (Wicker Park Press)

James A. Bellanca, Arline Paul, and Mark Paul
 310 Keystone Ct. 940 Ridgewood Rd
 Glencoe, IL 60022 Highland Park, IL 60035

Settlement Date April 27, 2013
 Statement No. 2012-13
 Account No. Center Book

RE: Termination of Publisher Agreement – On Becoming a Self-Directed Learner

Balance due upon receipt Hourly rate: \$100.00

	<u>Fees</u>	Hours	Totals
09/03/2012	Drafting Agreement between Editors and Publisher	5.0	
11/12/2012	Fully executing signed Agreement between parties	3.0	
12/14/2012	Meeting in Glencoe with Editors	1.5	
12/14/2012	Miles driven @ .56 mile – River Forest to Glencoe – 42 miles		23.52
12/14/2012	Time for travel in automobile	1.5	
12/16/2012	Drafting communication and follow ups, phone calls	1.5	
12/17/2012	Email communication with editors regarding title for book	2.5	
12/17/2012	Email communication and phone calls with Ted Lowitz and Guy Palm regarding cover for book	2.0	
12/21/2012	Reviewing Author Questionnaire	1.0	
12/21/2012	Reviewing manuscript	4.0	
12/22/2012	Reviewing email communications regarding title for book	2.0	
12/26/2012	Reviewing cover proposals from Ted Lowitz	2.0	
12/28/2012	Email communication with editors regarding title for book	3.0	
12/29/2012	Email communication regarding title and cover art for book	1.5	
12/30/2012	Reviewing Jim Bellanca's revised introduction to book, and incorporating quotes for the front matter to book	1.5	

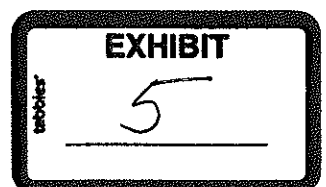


Exhibit: 6. Dated screen grabs from Defendants' web site promoting unauthorized book

www.wickerpark-3ibooks.com

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HOME BOOKS AUTHORS ABOUT US SUPPORT THE PRESS CART BLOG

NEW

All American Horror of the 21st Century

Amazon Girls Handbooks

Beyond the Plus

The Book of Raymond

Carson Eric and Nuclear Fall 2

Casals Stem

Chicago Nixon Show

Dani Gal Treatment Book Most

Food with Attitude

Hope Heart and No Swears

Inside the Whirl

John Ford Part 1 in Desert

In Williamson's Hill Street Massacre

Loving Lincoln Down

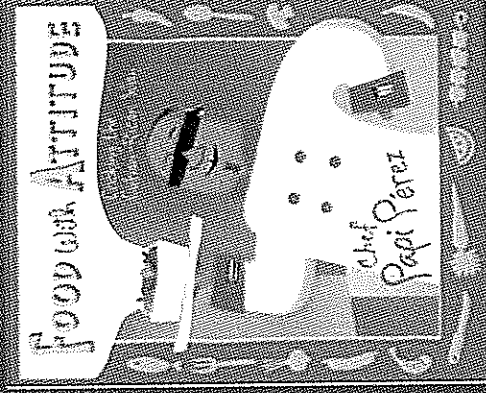
Never Leave Your Books

Nonnas Book of Mentions

On Becoming a Self-Directed Learner

Ocean's Lullaby

WICKER PARK PRESS



Food with Attitude

Cooking the Cuban-Rican Way

By Chef Papi Perez

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Cloth Laminate

EXHIBIT

6

All American Horror



HOME BOOKS AUTHORS ABOUT US SUPPORT THE PRESS CART BLOG



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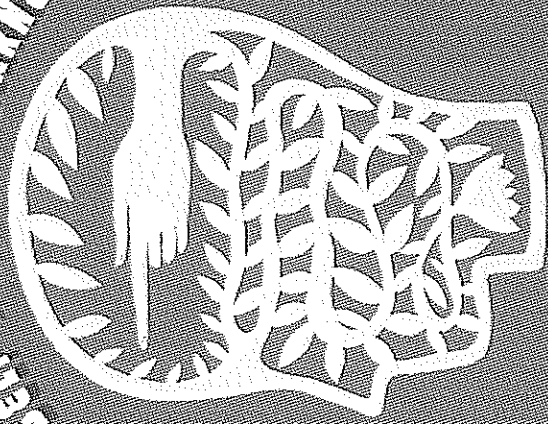
ON BECOMING A SELF-DIRECTED LEARNER MEMOIRS OF AN EXPERIMENTING HIGH SCHOOL PROGRAM

JAMES A. BILLANCA, ARLINE PAUL, AND MARK PAUL, EDITORS

LOOK FOR IT -- AUGUST 2013

IN 1972, NEW TRIER EAST HIGH SCHOOL IN WINNEGO, ILLINOIS STARTED A SCHOOL-WITHIN-A-SCHOOL CALLED THE CENTER FOR SELF-DIRECTED LEARNING. WITH PARENT'S WRITTEN PERMISSION, STUDENTS FROM SOPHOMORE-TO-SENIOR YEARS COULD DESIGN THEIR OWN CURRICULUM, FORGO GRADES AND TESTS, AND BECOME PART OF A VITAL COMMUNITY OF LEARNERS WHO WOULD EXPLORE HOW THEY LEARNED BEST ON AN

ON BECOMING A SELF-DIRECTED LEARNER



MEMOIRS OF AN EXPERIMENTING HIGH SCHOOL PROGRAM

ISBN: 978-1-936679-21-4

Format Paperback

\$22.50

240

PAGES 6

x 9

Education / High Schools

COMING October 2013

AVAILABLE as Ebook

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PREORDER YOUR COPY TODAY!

IN 1972 NEW TIRRE EAST HIGH SCHOOL IN WINNETKA, ILLINOIS STARTED A SCHOOL WITHIN A SCHOOL CALLED THE CENTER FOR SELF-DIRECTED LEARNING. WITH PARENTS' WRITTEN PERMISSION, STUDENTS FROM SOPHOMORES TO SENIOR YEARS COULD DESIGN THEIR OWN CURRICULUM, FORGO GRADES AND TESTS, AND BECOME PART OF A VITAL COMMUNITY OF LEARNERS WHO WOULD FIGURE OUT HOW THEY LEARNED BEST ON AN INDIVIDUAL LEVEL AND EVEN DETERMINE WHAT IT WAS THEY WANTED TO LEARN.

THIS DYNAMIC PROGRAM LASTED TEN YEARS UNTIL 1987. IN THIS RELATIVELY SHORT PERIOD OF TIME, THE CENTER HAD A MAJOR IMPACT ON THE LIVES OF APPROXIMATELY 700 STUDENTS WHO PASSED THROUGH ITS HALLS. STUDENTS BECAME WALKING A DIFFERENT PATHWAY AT A YOUNG AGE, AND YET HAD PROFOUNDLY POSITIVE EFFECTS ON THEIR FUTURE LIVES. US SENATOR MARK KIRK, ACADEMIC AWARD-NOMINATED ACTRESS VIRGINIA MADREN, THREE COLLEGE DEANS, NUMEROUS PRACTICING ATTORNEYS, AND MANY SUCCESSFUL BUSINESS PEOPLE AMONG THEM, ALL CREDIT THE CENTER HUBBID DEFINE WHO THEY WERE AS WELL AS HOW THEY TRAVELED THE PRINCIPLES OF SELF-DIRECTION TO THE VERY DAY IN THEIR CHOSEN CAREERS.

FORTY YEARS AHEAD OF ITS TIME, THE CENTER FOR SELF-DIRECTED LEARNING CREATED A LEARNING COMMUNITY THAT ENABLED FACULTY AND STUDENTS TO FOCUS ON THE DEVELOPMENT OF THE CRITICAL THINKING, COLLABORATION, AND PROBLEM-SOLVING SKILLS THAT HELPED STUDENTS BECOME DEED SELF-DIRECTED LEARNERS WHO WOULD NOT FOR TESTS, SET FOR A LIFETIME OF LEARNING.

ON BECOMING A SELF-DIRECTED LEARNER PROVIDES A BLUEPRINT FOR HIGH SCHOOLS TODAY SEARCHING FOR WAYS TO IMPLEMENT THIS MODE OF SELF-REGULATING, HIGH-ENGAGEMENT PROGRAM.

JAMES A. BELLANCA STARTED HIS TEACHING CAREER IN THE ENGLISH DEPARTMENT AT NEW TIRRE EAST. THREE, WITH COLLEAGUES, HE CONCEIVED THE CENTER FOR SELF-DIRECTED LEARNING AND LED THE IMPLEMENTATION. HE WENT ON TO WRITE TWO-DOZEN HOW-TO BOOKS FOR TEACHERS, AND NOW LEADS THE ILLINOIS CONSORTIUM FOR 21st CENTURY SCHOOLS. HE LIVES IN GLENCOE, IL WITH HIS WIFE AND FAMILY.

ARLINE PAUL TAUGHT AT NEW TIRRE EAST FROM 1955 - 1988. SHE WAS THE SOCIAL STUDIES FACILITATOR AT THE CENTER, AND WAS THE ONLY FACULTY MEMBER TO BE PRESENT FOR THE ENTIRE TEN YEARS OF ITS EXISTENCE. SHE IS CURRENTLY RETIRED, AND LIVES WITH HER HUSBAND IN HIGHLAND PARK, IL.

MARK PAUL IS A PUBLANCE WRITER AND EDITOR. HE LIVES IN HIGHLAND PARK, IL.



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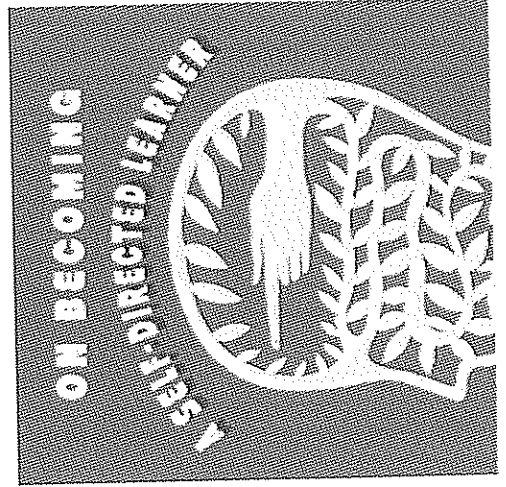
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Product Description

Product Tags

In 1972, New Trier East High School in Winnetka, Illinois started a school-within-a-school called The Center for Self-Directed Learning. With parent's written permission, students from sophomore-to-senior years could design their own curriculum, forego grades and tests, and become part of a vital community of learners who would explore how they learned best on an individual level, and even determine what it was they wanted to learn.

On Becoming a Self-Directed Learner provides a blueprint for high schools today searching for ways to implement this type of self-regulating, high-engagement program.

Exhibit 7. July 9th comment made on Face Book by Arline Paul at 11:29 a.m., and comments made as part of the same comment trail by Eric Miller at 8:29 and 8:32 p.m.

Arline Paul uploaded a file.

Greetings! This is Arline and Jim with an update on the Center book, which is now titled "Becoming Self-Directed Learners, Student & Faculty Memoirs Of An Experimenting High School 40 Years Later."

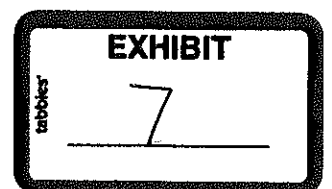
We're sorry to say there was a parting of the ways between us and Eric Miller's Wicker Park Press, but the split has set the stage for the rebirth of Off Center Press, which we reluctantly put together after we terminated our relationship with Wicker Park Press. Off Center Press will publish the only authorized and complete edition of the book; Wicker Park Press no longer has the right to publish the early draft of the manuscript in its possession.

We're now catching up on the editing, formatting, and production. We are extremely pleased that the world-renowned book designer Jamie Keenan created the cover that Mark posted late last month.

Remember, accept no substitutes! We'll be sending out an update soon with information about how you can order "Becoming Self-Directed Learners, Student & Faculty Memoirs Of An Experimenting High School 40 Years Later," the complete and authorized Center book.

We're enormously excited to be able to present these wonderful memoirs to the world. We'll keep you posted and in the meantime, enjoy the summer!
Self-directed 5.pdf

Preview · Download · Upload Revision
Top of Form
Like · Follow Post · **July 9 at 11:29am**





Eric Lincoln Miller

Mrs. Paul is spreading misinformation here about ownership of the rights to this book. The Paul's and Mr. Bellanca have not properly terminated their contract with Wicker Park Press. They have granted all the rights to the Wicker Park Press and the contract is still in force. Unless or until they do properly terminate their contract, Wicker Park Press holds all rights to the work, as granted to the Press by the Editors under their contract. Neither Center Press nor the Paul's have any right to publish "On Becoming a Self-Directed Learner" under this title or any other, and in any version. Only the Wicker Park Press currently holds these rights. The Wicker Park Press will come out with its edition of "On Becoming a Self-Directed Learner" in the next two to three months.

Like · Follow Post · **July 9 at 8:29pm**

Seen by 116



Eric Lincoln Miller Wicker Park Press intends to honor all orders for ON BECOMING A SELF-DIRECTED LEARNER.

Exhibit: 8. Copy of pp. 15 and 1 of the “Verified Complaint” in *The Wicker Park Press Ltd., and Eric Miller v. James Bellanca, Arline Paul, and Mark Paul*, 2013 L 009464

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$19,500; and
- (2) Such relief as this Court deems just and proper, including attorney's fees, disgorgement of profits, and punitive damages for Defendants' inequitable conduct.

COUNT 7

COMMON LAW MISAPPROPRIATION

127. This section incorporates by reference para. 1 through 126 of this Complaint.

128. Eric Miller and the Wicker Park Press have made a substantial investment of time, effort and money in creating the manuscript of the Work and preparing it for publication and should be entitled to reap the benefits of their investments.

129. Whether by retaining it or by copying it, the Defendants have appropriated the manuscript of the Work prepared by the Wicker Park Press, with all of the attached rights that they had granted to the Press, at little or no cost, such that Defendants have reaped where they have not sown, or where they have sown very little;

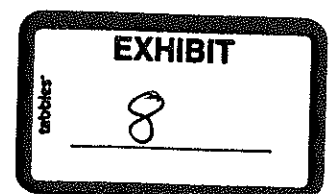
130. The Defendants act of misappropriating copies of the manuscript of the Work have injured the Wicker Park Press by depriving it of its expectancy under the Contract, and this lost expectancy exists in terms of (a) the expectancy of profit by sales of the Work as the sole publisher holding publication rights to the Work; and (b) its right under the Contract to recover from the Defendants all costs and expenses it has made in producing the manuscript of the Work, a loss bound up in possession of the Work and in the rights to it, which Defendants to date have refused to reimburse.

131. On information and belief, Plaintiffs allege that Defendants' misappropriation of the manuscript of the Work and the Work itself has been willful and malicious.

Wherefore the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, request that this honorable court provide the following relief:

Enter a Judgment in favor of the Plaintiffs, the Wicker Park Press, Ltd. and Eric Miller, and against the Defendants, and award damages as follows, plus costs:

- (1) \$30,000; and
- (2) Any other form of relief this Court deems just and proper, including attorney's fees and costs, and punitive damages for Defendants' inequitable conduct.



IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED 8-15

2013 AUG 22 PM 1:59

THE WICKER PARK PRESS, LTD.
and ERIC MILLER, Plaintiffs

v.

JAMES BELLANCA, ARLINE PAUL and
MARK PAUL, Defendants

Case No. _____

DEMAND FOR JURY TRIAL

CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILL.

VERIFIED COMPLAINT

2013 AUG 22 PM 1:59
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, ILL.

Plaintiffs, by their attorney, Gareth E. Gollrad, for their Verified Complaint against the Defendants, James Bellanca of Glencoe, Illinois, Arline Paul of Highland Park, Illinois, and Mark Paul of Highland Park, Illinois, state:

PARTIES

1. The Plaintiff, Wicker Park Press, Ltd., is an Illinois Corporation with its office and place of business located in River Forest, Illinois. Plaintiff Eric Miller, the owner of Wicker Park Press, Ltd., is a resident of River Forest, Illinois. The Defendants, who acted jointly in this matter and who, therefore, are named jointly in this Complaint, include the following: Defendant James Bellanca is a resident of Glencoe, Illinois. Defendant Arline Paul is a resident of Highland Park, Illinois, and Defendant Mark Paul is a resident of Highland Park, Illinois.

JURISDICTION AND VENUE

2. This court has personal jurisdiction over the Defendants, pursuant to ICCP §§ 2-209 (a) 1 and (a) 7 of the Illinois Code of Civil Procedure (ICCP) 735 ILCS 5/2-209, because (a) the transactions out of which the causes of action arose occurred in Illinois, and (b) the Defendants entered into the contract which was substantially connected to Illinois. The Parties have also agreed by contract to accept the jurisdiction of the courts of Illinois located in Chicago, Cook County, Illinois, and to accept service of process by mail [Exhibit A, para. 12].

3. Venue is proper pursuant to CCP § 2-101, 735 ILCS 5/2-101 because the transactions or some part thereof out of which the causes of action arose occurred in Cook County, Illinois and because the Parties have agreed by contract to the jurisdiction and venue of the courts of Illinois located in Chicago, Cook County, Illinois [Exhibit A, Para 12], and because one of the Defendants, James Bellanca, resides in Cook County.

Exhibit: 9. 5/31/13 Letter of Gareth E. Gollrad, Esq.; 7/8/13 Letter of Gareth E. Gollrad, Esq.; 9/11/13 Letter of Gareth E. Gollrad, Esq.

GARETH E. GOLLRAD
ATTORNEY AT LAW, ARTS & LITERARY AGENT

May 31, 2013

C. Michael Kendall, Esq.
662 Green Briar Lane
Lake Forest, Illinois 60045
(847) 987-2597

Dear Mr. Kendall:

I am writing to you on behalf of my client, the Wicker Park Press and its owner, Eric Miller. This letter addresses our contract dispute with your clients, Mr. James Bellanca, and Mark and Arline Paul. After two conversations with you over the phone to reach a solution to this problem, we are frustrated that you have proposed no serious solutions and undertaken no serious efforts at negotiating a solution.

As you know, your clients have signified their intent to terminate their contract with the Wicker Park Press to publish an anthology of essays currently titled, *On Becoming a Self-Directed Learner*. They entered into their agreement with the Wicker Park Press to publish this work on November 12, 2012. According to the terms of the agreement, to finalize its termination your clients must reimburse Wicker Park Press for its costs and expenses. This includes costs and expenses for time and labor that Mr. Miller spent editing the many contributions to the manuscript, formatting and assembling the manuscript, and providing lengthy consultations to Mr. Bellanca and Mr. and Mrs. Paul. The time that Mr. Miller spent on this project increased significantly due to a number of minor breaches of the contract by your clients, leading up to their more recent decision to terminate the contract.

Curiously, your clients' decision to terminate the contract comes only very late in the game, just as Mr. Miller had completed galley proofs for their final review. We view their decision to terminate the contract at this late stage in the project, just before the work's final readying for publication, as an attempt to take and use for their own exclusive and personal benefit the manuscript that Wicker Park Press edited and assembled for them, without providing the Press any fair compensation for this extensive work done on their behalf.

It seems your clients wish to benefit from the fruits of my client's labors without providing any reasonable or adequate compensation. The Wicker Park Press has provided a bill for its costs and expenses, at your client's request, and with their full understanding that costs and expenses includes reimbursement for Mr. Miller's time spent working on the project. Unfortunately, your clients have refused to pay this bill, although their communications with Mr. Miller plainly indicate that they understood they are supposed

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

EXHIBIT

9

to pay it in order to complete their termination of the contract and to have the rights to the book released back to them.

Mr. Miller spent over 200 hours working for your clients. His work included: editing incomplete and unedited contributions that your clients sent to him, essays which should have been provided in edited form under the terms of the contract, but which were not; providing lengthy consultations to your clients in person and via email—consultations which were requested by them, going to great lengths to attempt to accommodate them when they questioned and rejected his decisions about how to present and market the work—despite the fact that they had no right to reject his decisions under the terms of their agreement; and assembling, formatting, and coordinating the various contributions to the anthology of essays, many of which were provided to the Press in unedited form and in format different from that specified in the contract. The total bill comes to \$21,750 based on 217.5 hours of my client's time. Your clients informed Mr. Miller of their desire to terminate the contract in a written email on April 25, 2013. They asked him to send them his bill. He did, and they only hired you upon deciding that they wanted to refuse to pay it.

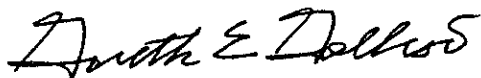
Based on our conversations, your clients seem to pretend that all of Mr. Miller's labor and efforts on their behalf have no substantive value; nevertheless, they also want to keep Mr. Miller's work for themselves, and want Mr. Miller to release back to them the rights to this same work he has produced for them. Those two positions are fundamentally incompatible. I have been informed that your clients have in their possession an electronic copy of the work Mr. Miller has produced for them. If they publish this work in any form before completing the contract's termination by fully reimbursing Mr. Miller for his efforts, as required by the contract, we intend to treat any such publication not only as a breach of contract but also as a copyright infringement, because the rights to the work have been granted to Mr. Miller. Under the terms of the agreement that your clients signed, these rights do not revert to them unless and until they fully comply with the contract's termination clause by reimbursing the Wicker Park Press for its extensive work on their behalf. The termination of the agreement is not complete until such reimbursement is made. If we have to go down this road, a court may award statutory damages for willful copyright infringement, in addition to attorney's fees, a possible injunction, and other statutory remedies.

In an interest in settling this matter quickly and in sparing both sides the costs of a protracted court battle, my client wishes to offer yours the opportunity to resolve this dispute now. The Wicker Park Press will agree to terminate the agreement and to release its rights to the work back to your clients if they pay the Wicker Park Press the sum of \$12,000 to settle this dispute. Your clients have only five business days from your receipt of this letter to accept this generous offer. They must accept this offer in a writing signed by each one of them and presented to us. Under this offer, termination will not be final and no rights to the work returned to them unless and until they pay this sum to the Wicker Park Press upon signing a settlement agreement within fifteen days of their initial acceptance of this offer.

This settlement offer in no way reflects any belief that my client's claims are worth any less than the full amount billed. If your clients do not accept this settlement offer within five days of your receipt of this letter, and comply with the other terms presented here, we plan to file a lawsuit against them to recover the entire sum of \$21,750 owed to the Wicker Park Press as reimbursement for termination as required by the Agreement. We will also request any additional fees and damages allowed by the court.

Please address all correspondence to me at Gareth E. Gollrad, LLC. I thank you for your timely attention to this matter.

With kind regards,

A handwritten signature in black ink, appearing to read "Gareth E. Gollrad". The signature is written in a cursive, flowing style.

Gareth E. Gollrad

GARETH E. GOLLRAD
ATTORNEY AT LAW, ARTS & LITERARY AGENT

July 8, 2013

Mr. C. Michael Kendall, Esq.
662 Green Briar Lane
Lake Forest, Illinois 60045

EXHIBIT F
(WICKER PARK PRESS)

CEASE AND DESIST

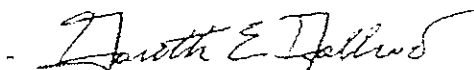
Dear Mr. Kendall:

It has been brought to my attention that your clients, Mr. James Bellanca, Mr. Mark Paul, and Ms. Arline Paul, have made public a plan to publish their own version of the work *On Becoming a Self-Directed Learner*. As you know, my client, the Wicker Park Press, has been granted all rights to publish this work under its contract with your clients. Your clients have signified their wish to terminate this contract, but have not yet done so because they have failed to comply with the termination clause in the contract. The Wicker Park Press still holds the rights to publish this work and has accepted the work for publication.

Any attempt by your clients to publish this work will be treated as a copyright infringement of the Wicker Park Press's rights to the work, as granted by your clients in their contract with the Press, and as a violation of other rights under the contract. The attempt by your clients to publicize their own version of the work also constitutes a breach of their covenant with the Wicker Park Press not to publish or attempt to publish any work that competes with the work to be published by the Press.

This letter serves as notice to your clients that they must immediately CEASE and DESIST from any attempts to either publish or to publicize an intended publication of said work, or of any derivative work based on the work they submitted to the Wicker Park Press for publication. If they fail to cease and desist from any such planned publication of the work before terminating their contract with the Wicker Park Press according to the terms they agreed to in their contract dated November 12, 2012, the Press will bring a lawsuit against them with the understanding that their infringements and breaches of contract are willful and malicious, and may give rise to other claims against them at law and in equity.

Respectfully,



Gareth E. Gollrad

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

GARETH E. GOLLRAD

ATTORNEY AT LAW, ARTS & LITERARY AGENT

September 11, 2013

C. Michael Kendall
662 Green Briar Lane
Lake Forest, Illinois 60045

In re: The Wicker Park Press and Eric Miller v. James Bellanca, Arline Paul, and Mark Paul

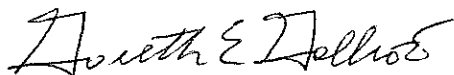
Dear Mr. Kendall:

In response to your letter dated August 21, 2013, I do not understand why it would take you a month to respond to a letter that was addressed to you at the location you are currently listed as practicing law on the IARDC Web site. One of your colleagues there, at the ADA, signed the registered mail return receipt postcard for you. No offense was meant, and, given these facts, I do not understand why any was taken. However, I note that you have an uncouth habit of trying to impose your opinions and practices not because they are the best but because they seem to be the best for you.

I also do not appreciate your habit of putting words in my mouth, as you did in your last letter. Contrary to your fantastic assertions, in this matter I have not abandoned any claims of copyright infringement on my client's behalf. And again, you present the same brazenly false assertion that we have refused to negotiate with you, when, in fact, we made several attempts to do so only to be stonewalled by you and your clients' refusal to offer anything more than a nominal, insulting sum to terminate the contract between the parties. If you had wanted to negotiate, you would have done so already. I am open to listening to any serious offer your clients wish to make.

Finally, the contract between the parties is not extinguished simply because you say it is. In the meantime, your clients have engaged in other tortious conduct toward Eric Miller and the Press. By now, you have received a copy of our Complaint against James Bellanca and Arline and Mark Paul, filed on August 22, 2013 in the Circuit Court of Cook County. We await your response.

With kind regards,



Gareth E. Gollrad

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCGLOBAL.NET

Exhibit: 10. 7/27/13 email responses from Miller to contributors who wrote him that they did not want their writings included in the Defendants' unauthorized product

P. 1 EXHIBIT L (WICKER PARK PRESS)

July 27, 2013 10:47 PM

eric@3ibooks.com

To: Melissa Perrin <psydperin@aol.com>

RE:

Dear Melissa

Thanks for your message. The fact remains that the agreement between Wicker Park Press and Arline Paul and her co-editors was not properly terminated. The agreement is still in full force. Paul and the editors submitted the manuscript to Wicker Park Press with the assurance they warrant they hold the rights to pieces in the collection. Those publishing rights have been transferred to Wicker Park Press, so until Paul and her co-editors comply with the agreement and properly terminate, I'm not in a position to let you walk away from the collection. Sorry, but for now the answer is no.

Eric Miller

----- Original Message -----

Subject:

From: Melissa Perrin <psydperin@aol.com>

Date: Sat, July 27, 2013 10:14 pm

To: Eric@3ibooks.com

Cc: psydperin@aol.com

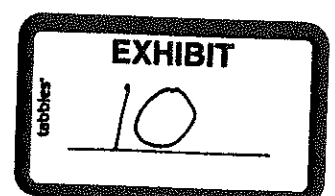
Dear Eric,

I am sorry to hear that your agreement with Jim Bellanca, Arline Paul and Mark Paul has been terminated. Given the termination of your agreement with them, I am withdrawing my permission to use the memoir I wrote in any book you [or Wicker Park Press or any other publisher you may work with or for] publish about the Center for Self Directed Learning at New Trier High School. You may not post, publish, disseminate or in any other way use my memoir, in its entirety or portions of it, entitled: "Turns Out I'm Smart."

I submitted the memoir with the understanding that Jim Ballanca, Arline Paul and Mark Paul would use it in the book they were putting together for publication. Therefore, I must reiterate that permission to use this essay is reserved exclusively for the book, entitled "Becoming Self Directed Learners," that Jim Bellanca, Arline Paul and Mark Paul are readying for publication.

Sincerely,

Melissa Perrin



p.2 EXHIBIT L (WICKER PARK PRESS)

July 27, 2013 10:46 PM

eric@3ibooks.com

To: Afgregoryf16 <afgregoryf16@aol.com>

RE: Withdrawal of permission to publish my Center essay

Dear Doug

Thanks for your message. The fact remains that the agreement between Wicker Park Press and Arline Paul and her co-editors was not properly terminated. The agreement is still in full force. Paul and the editors submitted the manuscript to Wicker Park Press with the assurance they warrant they hold the rights to pieces in the collection. Those publishing rights have been transferred to Wicker Park Press, so until Paul and her co-editors comply with the agreement and properly terminate, I'm not in a position to let you walk away from the collection. Sorry, but for now the answer is no.

Eric Miller

----- Original Message -----

Subject: Withdrawal of permission to publish my Center essay

From: Afgregoryf16 <afgregoryf16@aol.com>

Date: Sat, July 27, 2013 12:51 pm

To: eric@3ibooks.com

Eric,

Due to the termination of your agreement with Arline Paul and her colleagues, I hereby withdraw my permission to use the essay I wrote in any book you may publish about the Center for Self-Directed Learning at New Trier High School. You may not post, publish, disseminate, or in any other way use my essay, titled "An Introvert's Evolution." Permission to use this essay is reserved exclusively for the book that Arline's group is preparing for publication.

Doug Gregory

P.3 EXHIBIT L (WICKER PARK PRESS)

eric@3ibooks.com

July 27, 2013 11:12 PM

To: Sylvia Fuerstenberg <sylviafuerst@hotmail.com>

RE: Center book matter for immediate attention

Dear Sylvia

Thanks for your message. The fact remains that the agreement between Wicker Park Press and Arline Paul and her co-editors was not properly terminated. The agreement is still in full force. Paul and the editors submitted the manuscript to Wicker Park Press with the assurance they warrant they hold the rights to pieces in the collection. Those publishing rights have been transferred to Wicker Park Press, so until Paul and her co-editors comply with the agreement and properly terminate, I'm not in a position to let you walk away from the collection. Sorry, but for now the answer is no.

Eric Miller

----- Original Message -----

Subject: Center book matter for immediate attention

From: Sylvia Fuerstenberg <sylviafuerst@hotmail.com>

Date: Sat, July 27, 2013 10:36 pm

To: "eric@3ibooks.com" <eric@3ibooks.com>

Eric:

I hereby withdraw my permission to use the essay Finding the Work of the Soul which I wrote and granted exclusive permission to the three named editors for the book that Arline Paul and her associates prepared about the Center for Self-Directed Learning at New Trier High School. You may not post, publish, disseminate, or in any other way use my essay or any of its parts which appear in this book, no matter under what book title you select. Neither may you use my name on any marketing material in any way. Titled Permission to use my essay is reserved exclusively for the book that Arline's group has assembled, edited, formatted, copy written and is publishing under the title *Becoming Self-Directed Learners* with Off-Center Press.

Sylvia N Fuerstenberg

Exhibit 11. 7/19/13 letter of Gareth E. Gollrad, Esq.

GARETH E. GOLLRAD
ATTORNEY AT LAW, ARTS & LITERARY AGENT

July 19, 2013

P. 1 EXHIBIT D (WICKER PARK PRESS)

C. Michael Kendall
American Dental Association
211 E. Chicago Avenue, Suite 1750
Chicago, Illinois 60611

Dear Mr. Kendall:

I have received your letter written on behalf of your clients, the Paul's and Mr. Bellanca, dated July 15, 2013. The Wicker Park Press categorically rejects your client's offer to settle its contract dispute with them. I also note that this is not a serious offer that your clients have made considering the time and work that the Wicker Park Press has contributed to the project and the production of the work in question. Moreover, the allegations your clients make are spurious, as the evidence will show. This evidence includes email correspondence with your clients, saved documents, and the work file for the publication—prepared by the Press—which your clients have retained in their possession—of which I must ask them to return all copies without further delay.

Your clients' termination of their contract with Wicker Park Press is not effective until they have paid all costs and expenses to Wicker Park Press. Mr. Miller has provided them with a bill that specifically details his work on the project up to their communication with him expressing their wish to terminate the contract. The contract requires them to pay "any and all costs and expenses." Your clients understood this when they signed the contract, and they understood it when they asked Eric Miller to provide them with a bill for services rendered. I am surprised that, upon your advice it seems, they suddenly claim to have a different understanding now.

Moreover, by advertising a competing work, your clients are also in violation of the anti-competition clause in their contract with the Press. They are to cease and desist immediately from any further advertisement or promotions on the Center's Facebook page, or anywhere else, and their failure to do so will be taken as a sign of their bad faith and willful and malicious conduct in this matter. Such malicious conduct includes statements made in bad faith that they have posted to the Center's Facebook page, for instance self-serving exculpatory statements made in public that misrepresent the nature of this legal dispute and which also misrepresent the matter of who holds the rights to the work in question. Until your clients pay what they owe to the Press, the Wicker Park Press holds these rights, not your clients. Any statements posted to Facebook or any other social media site that misrepresent the ownership of the rights to this work and the subject matter of this legal dispute must be taken down immediately.

GARETH E. GOLLRAD, LLC

1338 WEST MADISON STREET, SUITE 3E
CHICAGO, ILLINOIS 60607

773 216-7556 (PHONE)
312 226-4277 (FAX)

GEGOLLRAD@SBCSGLOBAL.NET

EXHIBIT

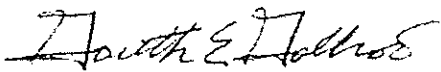
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P. 2 EXHIBIT D (Wicker Park Press)

Mr. Miller's expenses and costs include his time and labor spent preparing the manuscript for publication—which was being readied as proofs to be sent to your clients for their approval at the time they signaled their desire to terminate. Mr. Miller has provided your clients with a detailed list of his labor costs on this project. In response, you have presented a series of false allegations on behalf of your clients, who breached this contract in order to wrest control and claim credit for the project themselves. The Press has provided your clients with a bill that details its time spent working on this project—including time spent corresponding and consulting with your clients—which is verifiable by them; time spent meeting with your clients—which is verifiable by them; time spent collecting, reviewing, arranging, and proofing the essays and bio pages—which are evidenced in various documents including an electronic document that was provided to your clients and which they still hold in their possession—and all of which, as you point out in your letter of July 15, is documented in electronic files and metadata—some of which is still in the possession of your clients—whose bad faith in breaching this contract and in misappropriating the work of the Wicker Park Press in order to publish this work themselves seems to know no bounds.

Respectfully yours,



Gareth E. Gollrad

Exhibit 12. Dated screen grab from Defendants' website describing Plaintiffs Arline Paul, James A. Bellanca, and Mark Paul as Wicker Park Press "editors"



[HOME](#) [BOOKS](#) [AUTHORS](#) [ABOUT US](#) [SUPPORT THE PRESS](#) [CART](#) [BLOG](#)

AUTHORS

ARGUN MAKHJANI IS PRESIDENT OF INSTITUTE FOR ENERGY AND ENVIRONMENTAL RESEARCH (IEER). HE HOLDS A PH.D. IN ENGINEERING FROM THE UNIVERSITY OF CALIFORNIA, BERKELEY, SPECIALIZING IN NUCLEAR FUSION. FOR MORE THAN 30 YEARS, HE HAS PRODUCED MANY STUDIES AND ARTICLES ON NUCLEAR FUEL-RELATED ISSUES. HE IS THE AUTHOR OF THE FIRST STUDY EVER DONE ON ENERGY CONSERVATION POTENTIAL FOR THE U.S. ECONOMY (1971). HE LIVES OUTSIDE OF WASHINGTON, D.C.

BECKY THACKER (AKA PATHINDER) WAS BORN IN HANCOCK, MICHIGAN, IN 1948. WITH HER MILITARY FAMILY, SHE HAS LIVED IN MOROCCO, FLORIDA, AND TURKEY. SHE NOW LIVES WITH HER PARTNER HARRIET IN INDIANAPOLIS WHERE SHE WORKS FOR AN ACADEMIC INSTITUTION. SHE IS THE AUTHOR *Chorus Kids Memorial Day Parade* AND *Earthquake Preparedness*.

CHEF RAPI PÉREZ BEARS THE DISTINCTION OF BEING ONE OF THE ONLY CERTIFIED KOSHER CHEFS IN CHICAGO. HE HAS BEEN AN AWARD-WINNING PIZZA MAKER, MENU CONSULTANT, AND INNOVATOR IN THE KITCHEN FOR THE PAST 25 YEARS. HAVING PERSONALLY COOKED FOR A LARGE PERCENTAGE OF PRESIDENT OBAMA'S WHITE HOUSE STAFF, CHEF PÉREZ IS CONSIDERED A WORLD AUTHORITY ON CARIBBEAN COOKING.

EXHIBIT

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WORLDWIDE WEB. HIS FREELANCE WRITING HAS APPEARED IN MILWAUKEE MAGAZINE, SLATE, SCAN AND THE CHICAGO SUN-TIMES. JACORS LIVES AND WORKS IN THE BUCKTOWN NEIGHBORHOOD OF CHICAGO WITH HIS WIFE AND SON.

EDITORS

ARLINE PAUL TAUGHT AT NEW TRIER EAST FROM 1965 - 1988. SHE WAS THE SOCIAL STUDIES FACILITATOR AT THE CENTER, AND WAS THE ONLY FACULTY MEMBER TO BE PRESENT FOR THE ENTIRE TEN YEARS OF ITS EXISTENCE. SHE IS CURRENTLY RETIRED, AND LIVES WITH HER HUSBAND IN HIGHLAND PARK, IL.

CHRISTOPHER CONLON IS BEST KNOWN AS THE EDITOR OF THE BRAM STOKER AWARD-WINNING RICHARD MATHESON TRIBUTE ANTHOLOGY, HE IS LEGEND. HE HAS WRITTEN TWO NOVELS, INCLUDING THE STOKER AWARD FINALIST MIDNIGHT ON MOLLYN STREET, AND SEVERAL COLLECTIONS OF STORIES AND POEMS. HE LIVES IN SILVER SPRING, MARYLAND.

JAMES A. BELLANCA STARTED HIS TEACHING CAREER IN THE ENGLISH DEPARTMENT AT NEW TRIER EAST. THERE, WITH COLLEAGUES, HE CONCEIVED THE CENTER FOR SELF-DIRECTED LEARNING AND LEAD ITS IMPLEMENTATION. HE WENT ON TO WRITE TWO-DOZEN HOW-TO BOOKS FOR TEACHERS, AND NOW LEADS THE ILLINOIS CONSORTIUM FOR 21ST CENTURY SCHOOLS. HE LIVES IN GLENCOE, IL WITH HIS WIFE AND FAMILY.

MARK PAUL IS A FREELANCE WRITER AND EDITOR WHO LIVES IN HIGHLAND PARK, IL.

MORT CASTLE IS AUTHOR OF SEVEN NOVELS, INCLUDING THE STRANGERS WHICH HAS BEEN OPTIONED BY WHITEWATER FILMS, FOUR FICTION COLLECTIONS, AND OVER 500 SHORTER WORKS. CASTLE DEVELOPED AND EDITED WRITING HORROR FOR THE HORROR WRITERS ASSOCIATION IN 1997, AS WELL AS THE EXPANDED, REVISED EDITION, ON WRITING HORROR, PUBLISHED IN 2006 BY WRITERS DIGEST. AMONG THE MAGAZINES AND BOOKS TO FETTER HIS ARTICLES ON THE CRAFT OF WRITING ARE THE WRITER, WRITERS DIGEST, READINGS FOR WRITERS, THE COMPLETE HANDBOOK OF NOVEL WRITING, AND WRITER'S WORKSHOP OF HORROR. CITED AS ONE OF "21 LEADERS IN THE ARTS FOR THE 21ST CENTURY IN CHICAGO" (SUN TIMES NEWSPAPER GROUP) AND