

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ANUCHA BROWNE SANDERS,

Plaintiff,

- against -

MADISON SQUARE GARDEN, L.P.,  
ISIAH LORD THOMAS III, AND  
JAMES L. DOLAN,

Defendants.

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06 Civ. 0589 (GEL)

PLAINTIFF'S SUPPLEMENTAL  
DISCLOSURES PURSUANT TO  
FED. R. CIV. P. 26

ECF CASE

Plaintiff Anucha Browne Sanders ("plaintiff" or "Browne Sanders"), by her attorneys Vladeck, Waldman, Elias & Engelhard, P.C., hereby provides the following information to defendants Madison Square Garden, L.P. ("MSG"), Isiah Lord Thomas III ("Thomas"), and James L. Dolan ("Dolan") (collectively, "defendants"):

Fed R. Civ. P. 26(a)(1)(C): Plaintiff cannot fully calculate her damages at this time. However, based on the information that she currently possesses, plaintiff calculates her damages as follows: \$602,568 in back pay to compensate plaintiff, through October 1, 2007, for wages, bonuses, and 401(k) contributions that plaintiff would have received had she not been discriminated against and retaliated against by defendants, less work-related compensation that plaintiff expects to earn in mitigation of her damages through October 1, 2007. Plaintiff also seeks an Order that MSG convey to her all stock options previously granted to her that did not vest as a result of her unlawful termination from MSG, as well as to supplement her pension in the amounts that she would have received if she had remained employed at MSG. In addition,

plaintiff seeks compensation for the penalties and taxes that she will incur (amounts presently unknown) as a result of withdrawing money from her retirement accounts since her unlawful termination from MSG.

To the extent that plaintiff is not reinstated to her former position at MSG, plaintiff will also seek an award of front pay and/or reputational damages to compensate plaintiff, from October 1, 2007 through age 65 (January 5, 2028), for expected lost wages, bonuses, and 401(k) contributions, less any work-related compensation that plaintiff expects to earn in mitigation of her damages, in the amount of \$9,762,406. (See attached chart detailing the calculations for back pay and front pay) If plaintiff is not reinstated to her former position at MSG, plaintiff will also seek an Order requiring MSG to make pension payments to her in the amounts that she would have been entitled to receive had her employment not been unlawfully terminated by MSG and had she continued to work at MSG until age 65.

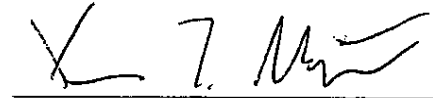
Plaintiff additionally seeks punitive damages from defendants in amounts to be determined by the jury. Plaintiff also seeks attorneys' fees and the costs of this action from defendants in an amount to be determined by the Court. In addition, plaintiff seeks from defendants an award of pre-judgment interest, as well as damages to compensate plaintiff for any adverse tax consequences.

Plaintiff reserves the right to supplement these disclosures as and if additional information becomes available. Plaintiff provides these disclosures without waiving any objections that might apply including, but not limited to, objections relating to privilege, confidentiality, materiality, relevancy or burden.

Dated: New York, New York  
March 19, 2007

VLADECK, WALDMAN, ELIAS &  
ENGELHARD, P.C.

By:

Handwritten signatures of Anne C. Vladeck and Kevin T. Mintzer, with a horizontal line underneath.

Anne C. Vladeck (AV 4857)

Kevin T. Mintzer (KM 4741)

Karen Cacace (KC 3184)

Attorneys for Plaintiff

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New York, New York 10036

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Attachment to Plaintiff's Supplemental Disclosures Pursuant to Fed. R. Civ. P. 26

<u>Years</u>	<u>Plaintiff's MSG Salary with 5% Increases</u>	<u>Plaintiff's MSG Bonus 25% of Salary</u>	<u>Plaintiff's 401K ER Contr. 3% of Gross Salary<sup>1</sup></u>	<u>Plaintiff's MSG Total Compensation</u>	<u>Plaintiff's Job Mitigation with 3% Increases</u>	<u>Difference</u>
2005	0	62,500	0	62,500	0	62,500
2006	262,500	65,625	7,750	335,875	0	335,875
2007	275,625	68,906	8,000	352,531	107,499 <sup>2</sup>	245,032
2008	289,406	72,351	8,000	369,757	115,000 <sup>3</sup>	254,757
2009	303,876	75,969	8,000	387,845	118,450	269,395
2010	319,070	79,761	8,000	406,831	122,003	284,827
2011	335,023	83,755	8,000	426,778	125,663	301,114
2012	351,177	87,794	8,000	446,971	129,432	317,538
2013	369,363	92,340	8,000	469,703	133,314	336,388
2014	387,832	96,958	8,000	492,790	137,313	355,476
2015	407,223	101,805	8,000	517,028	141,432	375,595
2016	427,584	106,896	8,000	542,480	145,674	396,805
2017	448,964	112,241	8,000	569,205	150,004	414,160
2018	471,412	117,853	8,000	597,265	154,504	442,760
2019	494,984	123,746	8,000	626,730	159,139	467,590
2020	519,731	129,932	8,000	657,663	163,913	493,817
2021	545,719	136,429	8,000	690,148	168,830	521,318
2022	573,005	143,251	8,000	724,256	173,895	550,360
2023	601,655	150,413	8,000	760,068	179,111	580,956
2024	631,738	157,934	8,000	797,672	184,484	613,187
2025	663,325	165,831	8,000	837,156	190,018	647,137
2026	696,491	174,831	8,000	879,322	195,718	683,603
2027	731,315	182,828	8,000	922,143	201,589	720,553
2028	767,881	191,970	8,000	967,851	207,636	760,214
	<u>\$10,874,899</u>	<u>\$2,718,821</u>	<u>\$175,875</u>	<u>\$13,769,595</u>	<u>\$3,404,621</u>	<u>\$10,364,974</u>

<sup>1</sup> The employer contribution is calculated based on the statutory limit of an employee's contribution of \$15,500 for 2007 and \$16,000 for 2008 and beyond.

<sup>2</sup> 10/12 x \$129,000 per year as consultant.

<sup>3</sup> \$115,000 per year as employee.