

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

1

SUFFOLK DIVISION

DOCKET #

0101992DVI
(JAS)

COMPLAINT FOR DIVORCE

ELLENI GEBRE AMLAK WEST, PLAINTIFF

v.

CORNEL R. WEST, DEFENDANT

1. Plaintiff, who resides at Four Seasons Place, 220 Boylston Street #1010, Boston, MA 02116, is lawfully married to Defendant, who now resides at 150 Huntington Avenue, Boston, MA 02115.

2. The parties were married at Rockville, Maryland, on October 16, 1990, and last lived together at Four Seasons Place, 220 Boylston Street #1010, Boston, MA 02116, on August 18, 2000.

3. The minor child of this marriage and date of birth is:

None

4. Plaintiff certifies that no previous action for divorce, annulling or affirming marriage, separate support, desertion, living apart for justifiable cause, or custody of child has been brought by either party against the other except: None.

5. On or about August 15, 2001, there occurred an irretrievable breakdown of the marriage as contemplated by M.G.L. c. 208, § 1B, which continues to exist.

6. Wherefore, Plaintiff requests that the Court:

- grant a divorce for irretrievable breakdown of the marriage.
- prohibit Defendant from imposing any restraint on Plaintiff's personal liberty.
- grant her custody of the above-named child, _____.
- order a suitable amount for support of Plaintiff.
- order conveyance of the real estate located at Four Seasons Place, 220 Boylston Street #1010, Boston, MA 02116, standing in the name(s) of Elleni Gebre Amlak and Cornel R. West, as recorded with Suffolk County Registry of Deeds, Book 21617, Page 78.
- allow Plaintiff to resume her former name of _____.
- Other— order an equitable division of the marital estate in accordance with M.G.L. c. 208, § 34.

Dated: November 8, 2001

Nancy R. Van Tine

Nancy R. Van Tine
Attorney for Plaintiff
BURNS & LEVINSON, LLP
125 Summer Street
Boston, Massachusetts 02110
BBO #507980

Telephone: (617) 345-3000
Telefax: (617) 345-3299

c.g.f. / LRAM

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COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

SUFFOLK DIVISION

DOCKET NO. 01D1992DV1

ELLENI GEBRE AMLAK WEST)
Plaintiff)

v.)

CORNEL R. WEST)
Defendant)

Suffolk Probate & Family Court

Filed _____

APR 2 - 2002

Richard D. Smith
REGISTER

**AFFIDAVIT OF ELLENI GEBRE AMLAK WEST IN SUPPORT OF
AMENDED MOTION FOR TEMPORARY ORDERS**

I, Elleni Gebre Amlak West, hereby depose and state as follows:

1. I am the Plaintiff in an action for divorce against my husband, Cornel R. West. I make this Affidavit in support of my Motion for Temporary Orders.

2. My husband and I have been married for over 11 years.

3. My husband has been the primary wage earner during our marriage and is currently employed as a professor at Harvard University where he earns a substantial salary. He has also consistently earned substantial additional income from book royalties, lectures, articles and CD's that he has published. Upon information and belief, my husband's 2000 adjusted gross income was approximately \$474,050.00.

4. Prior to our marriage, at my husband's request, I agreed to stop working so that I would be available to travel with my husband, as his career requires extensive travel.

5. Presently, I am the CEO and president of the African AIDS Initiative, a non-profit organization. I have been working for this organization since 1998. My

responsibilities include, but are not limited to, fund raising, lecturing, creating policy and negotiating with the African government. I do not receive a salary from the African AIDS Initiative. My husband has publicly expressed support for my work with the African AIDS Initiative.

6. Our marriage became troubled in 1998 when I discovered that my husband was leading a secret life with other women. I later discovered that my husband was spending substantial sums to maintain this lifestyle.

7. Upon information and belief, my husband met a married student at an out of state University and became involved with her in 1998. Upon information and belief this woman, a mother of two, then moved with her family to Minneapolis . Upon information and belief, in 1999 this woman left her husband to be with my husband. Upon information and belief, my husband brought her from Minneapolis to Massachusetts and maintained an apartment for her and her four year old daughter in Brighton, Massachusetts. Upon information and belief my husband provided financial support for this woman and her four year old child.

8. In 1999 my husband and I separated for about one month. During that time my husband rented an apartment from another professor from Harvard. Upon information and belief my husband paid approximately \$5,000 per month for this apartment. Upon information and belief, my husband continued to maintain this apartment, even after he returned to our home, and used it as a meeting place for his affairs with other women.

9. Upon information and belief, in 1999 my husband began another affair with a woman he met in Cambridge, Massachusetts. Upon information and belief, my husband provided support to this woman, telling her that he was separated from me, which was untrue

at the time. Upon information and belief, my husband was spending a considerable amount of time with this woman, though he told me he was travelling for business. Upon information and belief my husband took this woman to Turkey for a two week vacation, telling me he was travelling to Turkey at the invitation of another professor for business.

I discovered that this woman with whom my husband was having an affair was pregnant with his child. (See Acknowledgement of Paternity and Complaint to Establish Paternity –Middlesex Probate & Family Court docket number 01W1149 attached hereto) I confronted my husband with this information and he left Massachusetts for Santa Fe, New Mexico, advising me that he was leaving Massachusetts to try and get his head together. My husband took a “medical leave” from his employment with Harvard University during this time, though I am unaware of any medical condition that my husband suffered from at the time. My husband resided in Santa Fe for approximately one year. Though my Husband constantly complained to me during this time of how depressed he was and how terrible his life was, upon information and belief, my husband resided in Santa Fe with the woman who was pregnant with his child.

Upon information and belief, contrary to my husband’s representations to me, he was doing quite well during this time; he was busy traveling and he began to establish roots in Santa Fe, such as opening up a bank account with this woman.

10. Upon information and belief, when my husband returned to Massachusetts from Santa Fe, he rented an apartment at the Green House in Boston and then engaged in other affairs, including his recent affair. Upon information and belief, my husband has introduced the woman with whom he is presently involved to friends and faculty at Harvard.

11. I have been harassed by repeated telephone calls from the two women referenced herein with whom my husband had an affair.
12. Upon information and belief, my husband has begun an affair with another woman and he is still involved with her. Upon information and belief, my husband has introduced this woman to friends and faculty at Harvard.
13. I had no knowledge that my husband was spending such exorbitant sums of money on his secret life with other women.
14. When I returned from Ethiopia this past April/May, I discovered that my husband had not paid our joint bills (electric, phone, etc.) during the months I was away. This has had an extreme negative impact on my credit.
15. I discovered this past winter that my husband had not paid the taxes on our home and that there are tax lien(s) recorded against our home. I had no knowledge that my Husband was not paying the taxes on our home but was, apparently, using a substantial amount of his income to fund his secret life with other women.
16. My husband has controlled our assets and finances during the marriage and continues to do so. I do not know the extent of our assets, liabilities or the complete amounts and sources of my husband's income.
17. I never signed our tax returns for 2000 and I do not know the status of same as my husband keeps me completely uninformed.
18. Throughout our marriage, my husband paid for virtually all of our daily expenses, including, but not limited to, all our medical and dental expenses.
19. I have limited funds or resources of my own with which to pay my living expenses and my legal fees.

20. husband has more than ample ability to pay an allowance of attorney fees pendente lite and to pay support to me.

21. I intend in good faith to litigate this action and to use for such prosecution any allowance of attorney fees pendente lite made by the Court.

22. I believe that a Temporary Order that grants the relief I am requesting will enable me to maintain the lifestyle that I enjoyed during the marriage.

Signed under the pains and penalties of perjury this 6th day of February, 2002.

Elleni Gebre Amlak West
Elleni Gebre Amlak West

CERTIFICATE OF SERVICE

I hereby certify that on this day a true copy of the above document was served upon the attorney of record for each party by mail/by hand.

Dated: 3/27/02 Barbara I. Black
Barbara I. Black

COMMONWEALTH OF MASSACHUSETTS

fe 7-3-02 SY

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SUFFOLK, SS:

PROBATE AND FAMILY COURT
No. 01D-1992-DV1

ELLENI GEBRE AMLAK WEST,
Plaintiff

v

CORNEL R. WEST,
Defendant

**DEFENDANT'S AFFIDAVIT IN SUPPORT
OF MOTION TO SELL MARITAL HOME**

I, Cornel R. West, state and affirm as follows:

1. The Plaintiff, Elleni Gebre Amlak West ("Wife") and I were married on October 16, 1990. We have no children of this marriage.
2. My Wife and I own our home located at Four Seasons Place, 220 Boylston Street, #1010, Boston, Massachusetts ("the marital home").
3. The monthly payment obligations for the marital home, including mortgage, homeowner's insurance, real estate taxes, maintenance, and condominium fees are approximately \$6,000 per month. Furthermore, my Wife spends very little time at the marital home, as she frequently travels to her native country of Ethiopia, spending several months at a time, and frequently visits with friends in New York.
4. There are currently two outstanding mortgages on the marital home: the balance on one of the mortgages is approximately \$475,000.00 and the balance on the other mortgage (Harvard University) is approximately \$342,000.00. I believe the total amount due is approximately \$817,000.00.

5. The Harvard University mortgage was obtained through my employment at Harvard University, where I have been a university professor for eight (8) years. Recently, I accepted a position at Princeton University, and I will be leaving Harvard University as of July 1, 2002. As a result of my leaving Harvard University, I have been informed that the Harvard University mortgage will be accelerated, and I will be obligated to repay the balance due, which I believe to be approximately \$342,000.00.
6. It is my understanding that there is a real estate tax lien on the marital home levied by the City of Boston with a present balance due of \$16,553.96. I have arranged a payment plan with the City of Boston to pay the real estate lien off in four equal installments of \$8,277.04. In addition, real estate taxes for fiscal year 2002 have been assessed at \$9,764.62, none of which has been paid. The total real estate taxes presently due to the City of Boston is approximately \$26,318.58 plus interest and penalties.
7. We also owe past due income taxes to the Internal Revenue Service and Massachusetts Department of Revenue for the years 1998 to 2000. It is my understanding that we owe the Internal Revenue Service \$271,477.00, including penalties and interests. I believe we owe the Massachusetts Department of Revenue \$38,037.00, including penalties and interests. In addition, our tax liability for 2001 has yet to be calculated or paid.
8. Upon information and belief, it is my understanding that my Wife intends to move to New York. I intend to relocate to New Jersey at the end of July 2002 to commence my employment with Princeton University. The marital home must be

sold by July 31, 2002. As our joint debts and liabilities illustrate, we have always lived beyond our means and realistically could never afford the extravagance of the Four Seasons residence. This financial hardship has been further exasperated by my inability to earn the expected additional income from my public speaking engagements which were canceled due to my diagnosis and treatment of prostate cancer in January 2002.

9. The sale of the marital home would enable my Wife and I each to acquire affordable housing of a more appropriate size for one person. It is my intent to use my share of the sale proceeds from the sale of the marital home as a down payment for the purchase of a new home in Princeton, New Jersey. As I believe my Wife intends to move in the near future to New York City, the sale of the marital home at this time would not create a hardship on my Wife and would best serve the financial interests of both parties in the long term.
10. Once I move to Princeton, New Jersey, I will be unable to carry two mortgages, one for the Four Seasons property and the other for the Princeton, New Jersey property. There is sufficient equity in the marital home at this time to satisfy the real estate lien and our joint tax liability that we have incurred over the last three years.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY this 26th day of
June 2002.



Cornel R. West

COMMONWEALTH OF MASSACHUSETTS

47-3-02 SV
33

SUFFOLK, SS:

PROBATE AND FAMILY COURT
No. 01D-1992-DV1

ELLENI GEBRE AMLAK WEST,
Plaintiff

v

CORNEL R. WEST,
Defendant

**DEFENDANT'S AFFIDAVIT
IN OPPOSITION TO THE WIFE'S
MOTION FOR TEMPORARY ORDERS**

I, Cornel R. West, state and affirm as follows:

1. The Plaintiff, Elleni Gebre Amlak West ("Wife") and I were married on October 16, 1990. We do not have any children from our marriage.
2. My Wife lives in the marital home located at Four Seasons Place, 220 Boylston Street, #1010, Boston, Massachusetts ("marital home"). I presently rent an apartment at The Greenhouse on Huntington Avenue, Boston, Massachusetts.
3. I am currently a university professor at Harvard University; however, I will be relocating to Princeton University on July 1, 2002.
4. Since 1998, my Wife has been the CEO and president of the African AIDS Initiative, a non-profit organization. At the conception of this organization, my Wife and I agreed that she would work as an unpaid volunteer with the expectation that there would be a significant influx of funding once the organization had established itself, thereby enabling my Wife to realize a substantial salary.

5. Although my Wife chose not to take a salary for this position, funding was available to pay her secretary a salary, while she incurred large expenses for traveling and networking commitments.
6. Elleni's spending habits have tended to exceed my ability to generate income. For instance, during periods of deep debt and financial crisis, she would buy expensive clothes from stores such as Chanel, dine at upscale restaurants and furnish the home with antique furniture.
7. In the meantime, I was earning approximately \$220,000 per year as a university professor at Harvard. In addition, I customarily supplemented my teaching salary with approximately \$5,000 per week, before taxes, from speaking engagements. Although, the appropriate income taxes were withheld automatically from my Harvard salary, my income from the speaking engagements was paid without any customary withholdings, resulting in substantial income tax obligations.
8. I have a 24 year old son by my first marriage, Clifton, who has had substance abuse problems in the past. Clifton presently attends college, for which I provide the following: his tuition and apartment rent, a car to drive, and an allowance of approximately \$100 per week. In addition, I am presently paying Clifton's attorneys fees for his legal problems.
9. I also have a 1½ year old daughter for whom I presently pay \$750 per week in child support, per order of the Middlesex Probate and Family Court.
10. In November 2001, I was diagnosed with prostate cancer. I underwent prostate surgery at the Sloan-Kettering Cancer Center in New York City at the end of January 2002. Since my surgery and my subsequent treatment, I have had to

substantially reduce my speaking engagements. At this time I have yet to resume a full speaking schedule, and will likely be unable to do so. I cannot physically maintain my hectic schedule of prior years' speaking commitments, which had substantially increased my income in years past.

11. I am currently unable to pay the rent for my apartment as well as the expenses associated with the marital residence and the other living expenses of Mrs. West.
12. There are currently two outstanding mortgages on the marital home. I believe the total amount due is approximately \$817,000.00.
13. It is my understanding that there is a real estate tax lien levied by the City of Boston in the amount of \$16,553.96. I have arranged a payment plan with the City of Boston to pay the real estate lien off in equal installments of \$8,277.04. In addition, fiscal year 2002 real estate tax has been assessed at \$9,764.62, none of which has been paid and is accruing per diem interest. The total taxes presently due to the City of Boston is approximately \$26,318.58 plus interest and penalties.
14. My Wife and I also owe past due income taxes to the Internal Revenue Service and Massachusetts Department of Revenue. It is my understanding that we owe the Internal Revenue Service \$271,477.00. I believe we owe the Massachusetts Department of Revenue \$38,037.65. In addition, our joint income tax liability for 2001 has yet to be calculated or paid.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY this 26th day of

June 2002.



Cornel R. West

01/10/1992

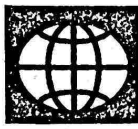
HIDDEN OR WASTED INCOME OF CORNEL WEST 1997 - PRESENT

Filed in court
SEP 9 2002
Assistant Register

| <u>Year</u> | <u>Gross Income</u> | <u>Taxes</u> | <u>Disposable Income (after taxes)</u> | <u>Family Expenses</u> | <u>Assistant Register</u> | <u>Hidden/Wasted Money</u> |
|-------------|---------------------------|---------------------------|--|---------------------------|---------------------------|----------------------------|
| 1997 | \$630,534.00 ¹ | \$222,887.00 ² | \$407,647.00 | \$194,977.00 ³ | | \$212,670.00 |
| 1998 | \$704,474.00 | \$282,646.00 ⁴ | \$421,828.00 | \$194,977.00 | | \$226,851.00 |
| 1999 | \$503,148.00 ⁵ | \$201,259.00 ⁶ | \$301,889.00 | \$194,977.00 | | \$106,912.00 |
| 2000 | \$477,763.00 ⁷ | \$176,684.00 ⁸ | \$301,079.00 | \$194,977.00 | | \$106,102.00 |
| 2001 | \$521,251.00 | \$208,500.00 ⁹ | \$312,751.00 | \$194,977.00 | | \$176,749.00 |
| | | | | | Total: | \$829,284.00 |

In addition to \$829,280 unaccounted for, Husband has failed to pay over \$400,000 in taxes in those years.

¹ Does not reflect loan of \$200,000 dated 4/28/97 indicated by sub-records of American Program Bureau dated 9/5/02.
² Calculated by adding federal tax from Form 1040 line 56 (\$185,508) to state tax from form 1 line 28 (\$37,379).
³ Wife's pre-tax needs calculated from financial statement dated 7/8/02 (\$154,977) plus \$50,000.
⁴ Calculated by adding federal tax from Form 1040 line 56 (\$241,608) to state tax from form 1 line 28 (\$41,038).
⁵ Does not reflect loan of \$200,000 dated 7/12/99 indicated by sub-records of American Program Bureau dated 9/5/02.
⁶ Calculated by applying a 40% blended rate to gross earnings.
⁷ Does not reflect loan of \$160,000 dated 9/1/00 indicated by sub-records of American Program Bureau dated 9/5/02.
⁸ Calculated by adding federal tax from Form 1040 line 56 (\$147,069) to state tax from form 1 line 28 (\$29,615).
⁹ Calculated by applying a 40% blended rate to gross earnings.



AMERICAN PROGRAM BUREAU

I N C O R P O R A T E D

Update of schedule for Dr. Cornel West as of September 5, 2002, for events in second semester of 2002

The following represents an update of Dr. Cornel West's schedule presented on June 26, 2002.

1. Cancellations: None

2. Revisions: None

3. Additions:

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|------------------|-------------------|-------------|
| 29806 | 11/11/02 6:30 PM | South Oranje, NJ | \$8,000.00 |
| 29901 | 12/1/02 5:00 PM | New Brunswick, NJ | \$2,400.00 |
| 29859 | 12/8/02 7:00 PM | Chicago, IL | \$12,000.00 |

History of loans to Dr. Cornel West

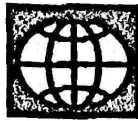
Our records show the following loans to Dr. Cornel West:

1. Loan in the amount of \$200,000 signed on April 28, 1997. Copies of the agreement and schedule of repayment are enclosed.
2. Loan in the amount of \$200,000 signed on July 12, 1999 and provided as follows:
 - \$100,000 on July 15, 1999
 - \$50,000 on September 15, 1999
 - \$50,000 on October 15, 1999Copy of the agreement is enclosed.
3. Loan in the amount of \$160,000 signed on September 1, 2000. This loan includes a roll-over of a \$60,000 balance of the note to APB dated July 12, 1999 and a payment of additional funds in the amount of \$100,000. Copy of the agreement is enclosed.
4. Loan in the amount of \$50,000 on February 28, 2002. There is no signed agreement for this loan.

Please note that all loans have been repaid in full, except for the loan of \$50,000 on February 28, 2002. Our records show a balance of \$32,800 as of September 5, 2002. Dr. Cornel West has agreed to a deduction of \$3,000 per event, to be applied towards this loan.

Respectfully,

Cecilia Jimenez
Accounting Manager



AMERICAN PROGRAM BUREAU

INCORPORATED

Speaker Schedule

Speaker name: Dr. Cornel West

Speaker ID: 7368

Report date: 6/26/02

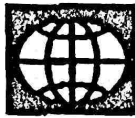
Report Date Range: 1/1/97 - 12/31/02

Year 1997 - Total - \$72,000

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|----------------------|------------------|-------------|
| 18925 | 9/12/97 4:00:00 PM | Lewiston ME | \$7,200.00 |
| 18987 | 9/15/97 8:00:00 PM | St Paul MN | \$9,600.00 |
| 19031 | 10/15/97 4:00:00 PM | New Rochelle NY | \$12,000.00 |
| 18819 | 10/29/97 6:00:00 PM | Bethlehem PA | \$12,000.00 |
| 19237 | 11/10/97 6:30:00 PM | KNIGHT AUD. MA | \$4,000.00 |
| 18967 | 11/11/97 12:00:00 PM | Washington DC | \$6,000.00 |
| 19029 | 11/14/97 5:00:00 PM | South Bend IN | \$9,200.00 |
| 19187 | 11/17/97 7:00:00 PM | Lawrenceville NJ | \$12,000.00 |

Year 1998 - Total - \$372,250

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|---------------------|--------------------|-------------|
| 19468 | 1/12/98 6:00:00 PM | Birmingham AL | \$8,000.00 |
| 19378 | 1/15/98 7:00:00 PM | Denver CO | \$9,600.00 |
| 18824 | 1/19/98 8:00:00 AM | Ann Arbor MI | \$12,000.00 |
| 19142 | 1/19/98 6:30:00 PM | Evanston IL | \$8,000.00 |
| 18997 | 1/20/98 1:30:00 PM | Norfolk VA | \$8,000.00 |
| 19718 | 1/21/98 7:00:00 PM | New Orleans LA | \$8,000.00 |
| 19719 | 1/26/98 6:00:00 PM | Montgomery AL | \$8,000.00 |
| 19451 | 1/27/98 4:00:00 PM | Baton Rouge LA | \$8,000.00 |
| 19313 | 1/28/98 6:00:00 PM | Charlotte NC | \$9,600.00 |
| 18988 | 1/29/98 4:00:00 PM | Eugene OR | \$8,800.00 |
| 19582 | 1/30/98 5:30:00 PM | Salem OR | \$8,000.00 |
| 18820 | 2/5/98 7:00:00 PM | Tallahassee FL | \$12,000.00 |
| 19448 | 2/10/98 4:30:00 PM | Kingston RI | \$8,000.00 |
| 19721 | 2/12/98 4:30:00 PM | Detroit MI | \$8,800.00 |
| 19746 | 2/18/98 3:00:00 PM | Baltimore MD | \$6,800.00 |
| 19584 | 2/19/98 12:00:00 PM | University Park PA | \$4,000.00 |
| 18576 | 2/19/98 5:00:00 PM | University Park PA | \$10,000.00 |
| 19094 | 2/21/98 7:00:00 PM | Lincoln NE | \$9,600.00 |
| 19714 | 2/25/98 5:30:00 PM | Plattsburgh NY | \$8,000.00 |
| 19599 | 3/12/98 1:00:00 PM | U of Maryland MD | \$8,800.00 |
| 19188 | 3/18/98 12:30:00 PM | Garden City NY | \$7,200.00 |
| 19735 | 4/2/98 4:00:00 PM | DeKalb IL | \$8,000.00 |
| 19071 | 4/4/98 10:00:00 AM | Stanford CA | \$6,800.00 |
| 19149 | 4/26/98 7:00:00 PM | Andover MA | \$8,000.00 |
| 19466 | 5/10/98 12:00:00 PM | Rochester NY | \$8,000.00 |
| 19946 | 5/16/98 11:00:00 AM | Collegeville PA | \$8,000.00 |
| 19371 | 5/28/98 8:45:00 AM | Washington DC | \$8,000.00 |
| 19158 | 5/30/98 4:45:00 PM | HARTFORD CT | \$10,000.00 |



AMERICAN PROGRAM BUREAU

INCORPORATED

Speaker Schedule

Speaker name: Dr. Cornel West

Speaker ID: 7368

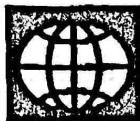
Report date: 6/26/02

Report Date Range: 1/1/97 - 12/31/02

| | | | |
|-------|----------------------|----------------|-------------|
| 20481 | 6/17/98 5:00:00 PM | WELLESLEY MA | \$8,000.00 |
| 19180 | 6/26/98 12:00:00 PM | Cincinnati OH | \$10,000.00 |
| 20202 | 9/9/98 6:00:00 PM | Greensboro NC | \$4,000.00 |
| 20189 | 9/17/98 6:00:00 PM | Rochester NY | \$8,000.00 |
| 20309 | 9/23/98 7:00:00 PM | BROOKLYN NY | \$4,000.00 |
| 20410 | 10/1/98 6:00:00 PM | Bellingham WA | \$12,000.00 |
| 20560 | 10/3/98 6:00:00 PM | DALLAS TX | \$5,250.00 |
| 20796 | 10/22/98 6:00:00 PM | Fullerton CA | \$10,000.00 |
| 20557 | 10/25/98 4:00:00 PM | BRIDGEPORT CT | \$5,000.00 |
| 21026 | 10/29/98 10:30:00 AM | Glassboro NJ | \$12,000.00 |
| 20225 | 10/30/98 9:30:00 AM | Stony Brook NY | \$8,000.00 |
| 20710 | 10/31/98 12:00:00 PM | MD | \$7,200.00 |
| 20411 | 11/12/98 5:00:00 PM | Akron OH | \$9,600.00 |
| 20308 | 11/13/98 5:00:00 PM | OAK PARK IL | \$6,400.00 |
| 20812 | 11/19/98 5:30:00 PM | WILMINGTON DE | \$10,000.00 |
| 20566 | 11/20/98 12:00:00 PM | INDIANAPOLIS | \$10,800.00 |
| 20989 | 12/10/98 4:00:00 PM | Ann Arbor MI | \$6,000.00 |

Year 1999 - Total - \$261,650

| Contract | Play Date | Location | Fee |
|----------|---------------------|------------------|-------------|
| 21227 | 2/2/99 5:30:00 PM | Norman OK | \$10,000.00 |
| 21323 | 2/4/99 6:00:00 PM | New York NY | \$8,000.00 |
| 21512 | 2/5/99 5:30:00 PM | SUNNYVALE CA | \$12,000.00 |
| 21245 | 2/7/99 4:00:00 PM | CHICAGO IL | \$12,000.00 |
| 21774 | 2/7/99 8:00:00 PM | Evanston IL | \$4,000.00 |
| 20567 | 2/9/99 10:30:00 AM | Appleton WI | \$4,000.00 |
| 20568 | 2/9/99 10:30:00 AM | Appleton WI | \$4,000.00 |
| 19720 | 2/11/99 5:00:00 PM | Eau Claire WI | \$9,600.00 |
| 20559 | 2/13/99 2:00:00 PM | SEATTLE WA | \$5,250.00 |
| 21531 | 2/16/99 6:00:00 PM | Gainesville FL | \$8,000.00 |
| 20731 | 2/17/99 3:30:00 PM | Richmond VA | \$12,000.00 |
| 21327 | 2/18/99 5:00:00 PM | Chicago IL | \$6,000.00 |
| 21639 | 2/22/99 6:00:00 PM | New York NY | \$8,000.00 |
| 20718 | 2/23/99 6:00:00 PM | Eric PA | \$8,000.00 |
| 19577 | 2/25/99 8:30:00 AM | Stevens Point WI | \$10,000.00 |
| 21712 | 3/5/99 8:30:00 AM | Detroit MI | \$10,000.00 |
| 21200 | 3/13/99 9:00:00 AM | Newport News VA | \$8,000.00 |
| 21230 | 5/15/99 11:00:00 AM | Plattsburgh NY | \$7,600.00 |
| 22150 | 6/5/99 5:30:00 PM | New Brunswick NJ | \$8,000.00 |
| 22287 | 6/15/99 11:30:00 AM | Milwaukee WI | \$10,000.00 |
| 22260 | 8/7/99 4:00:00 PM | Washington DC | \$12,000.00 |
| 22413 | 9/8/99 11:00:00 AM | Defiance OH | \$10,000.00 |



AMERICAN PROGRAM BUREAU

I N C O R P O R A T E D

Speaker Schedule

Speaker name: Dr. Cornel West

Speaker ID: 7368

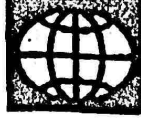
Report date: 6/26/02

Report Date Range: 1/1/97 - 12/31/02

| | | | |
|-------|----------------------|-----------------|-------------|
| 21643 | 9/13/99 6:00:00 PM | Salisbury MD | \$11,200.00 |
| 21767 | 9/29/99 6:00:00 PM | Syracuse NY | \$20,000.00 |
| 22672 | 10/12/99 9:00:00 AM | Boston MA | \$8,000.00 |
| 22508 | 10/14/99 5:30:00 PM | Chicago IL | \$8,000.00 |
| 22374 | 10/21/99 8:00:00 PM | Aiken SC | \$10,000.00 |
| 22973 | 10/29/99 11:30:00 AM | Milwaukee, WI | \$8,000.00 |
| 22589 | 11/17/99 8:00:00 PM | Williamstown MA | \$10,000.00 |

Year 2000 - Total - \$ 306,100

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|---------------------|--|-------------|
| 23340 | 1/14/00 1:00:00 PM | Francis Parker School, Chicago, IL | \$12,000.00 |
| 23182 | 1/17/00 7:30:00 AM | Minneapolis, MN | \$16,000.00 |
| 22801 | 1/19/00 5:30:00 PM | Villanova PA | \$8,000.00 |
| 23393 | 1/20/00 4:00:00 PM | Corman Suites Hotel, Philadelphia | \$2,500.00 |
| 22618 | 2/9/00 8:00:00 PM | Gettysburg PA-Gettysburg College | \$12,000.00 |
| 23186 | 2/11/00 6:00:00 PM | Buffalo, NY- Campus | \$8,000.00 |
| 22507 | 2/16/00 5:00:00 PM | Lebanon IL | \$6,000.00 |
| 22376 | 2/17/00 3:00:00 PM | Toledo OH | \$8,000.00 |
| 22754 | 2/18/00 7:00:00 PM | DETROIT MI | \$10,000.00 |
| 23557 | 2/23/00 6:00:00 PM | Brunswick, ME-Campus | \$11,600.00 |
| 21837 | 2/24/00 7:00:00 PM | Amherst MA | \$10,000.00 |
| 23211 | 3/2/00 7:00:00 PM | Lake Worth, FL Campus | \$8,000.00 |
| 23437 | 3/9/00 4:00:00 PM | Rochester, MI -On Campus | \$12,000.00 |
| 22149 | 3/10/00 5:30:00 PM | Geneva, NY-Campus | \$8,000.00 |
| 23852 | 3/18/00 9:00:00 AM | Providence, RI Convention Center | \$8,000.00 |
| 23476 | 4/5/00 5:30:00 PM | Norwalk, CT | \$12,000.00 |
| 23459 | 4/14/00 3:00:00 PM | Clinton, NY- Campus | \$16,000.00 |
| 23402 | 4/20/00 11:00:00 AM | Cheyney, PA 25 mil from Phila airport | \$10,000.00 |
| 23558 | 4/27/00 4:00:00 PM | Keene, NH-Campus | \$12,000.00 |
| 23513 | 4/29/00 12:00:00 PM | Boston Park Plaza Boston, MA | \$4,000.00 |
| 24012 | 5/5/00 12:00:00 PM | Sacramento, CA | \$4,000.00 |
| 24474 | 6/23/00 6:00:00 PM | NEWPORT NEWS, VA at the MARINERS | \$8,000.00 |
| 24311 | 9/7/00 7:00:00 PM | Hartford, Ct -Trinity College | \$12,000.00 |
| 22660 | 9/28/00 6:00:00 PM | Rochester NY | \$8,000.00 |
| 24362 | 10/6/00 12:00:00 PM | CAMPUS, CHARLOTTESVILLE VA | \$8,000.00 |
| 25327 | 10/7/00 8:00:00 PM | Bellvue, WA | \$8,000.00 |
| 24883 | 10/12/00 7:00:00 PM | Chicago, IL -On Campus | \$12,000.00 |
| 24970 | 10/13/00 7:00:00 PM | Wichita, KS - Wichita St. University | \$12,000.00 |
| 25019 | 10/26/00 5:30:00 PM | Wilmington, NC Campus | \$8,000.00 |
| 24783 | 11/4/00 6:00:00 PM | ST. THOMAS, VIRGIN ISLANDS at the M | \$12,000.00 |
| 24567 | 11/9/00 6:30:00 PM | Providence, RI Rhode Island Convention C | \$8,000.00 |
| 23731 | 11/11/00 5:00:00 PM | New York, NY | \$12,000.00 |



AMERICAN PROGRAM BUREAU

INCORPORATED

Speaker Schedule

Speaker name: Dr. Cornel West

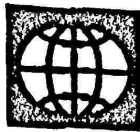
Speaker ID: 7368

Report date: 6/26/02

Report Date Range: 1/1/97 - 12/31/02

Year 2001 - Total - \$464,000

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|---------------------|--|-------------|
| 25091 | 1/15/01 1:15:00 PM | Northfield, MA | \$12,000.00 |
| 25700 | 1/17/01 6:00:00 PM | Irvine, CA Campus | \$12,000.00 |
| 24468 | 1/20/01 11:00:00 AM | Syracuse, NY-Campus | \$20,000.00 |
| 25537 | 1/23/01 7:00:00 PM | Notre Dame, IN -On Campus | \$10,000.00 |
| 25513 | 1/25/01 3:00:00 PM | Fairfield, CT On Campus-Kelley Theatre | \$8,000.00 |
| 24046 | 1/27/01 8:00:00 AM | Toledo, OH | \$12,000.00 |
| 25563 | 2/1/01 6:00:00 PM | Chicago, IL Chicago Cultural Center | \$9,600.00 |
| 25726 | 2/6/01 11:00:00 AM | Clinton, SC Campus | \$10,000.00 |
| 25711 | 2/7/01 5:00:00 PM | Atlanta, GA -On Campus | \$8,000.00 |
| 24730 | 2/8/01 5:30:00 PM | Bryn Mawr, PA | \$12,000.00 |
| 25739 | 2/9/01 6:30:00 PM | Waco, TX -On Campus | \$8,000.00 |
| 26147 | 2/15/01 9:00:00 AM | Montgomery, AL | \$12,000.00 |
| 25615 | 2/17/01 11:00:00 AM | Albuquerque, NM-Campus | \$5,600.00 |
| 26103 | 2/19/01 12:00:00 AM | Morgantown, WV Campus | \$12,000.00 |
| 24840 | 2/20/01 11:00:00 AM | Institute, WV Campus | \$10,000.00 |
| 25093 | 2/22/01 12:00:00 PM | Nashville, TN Campus | \$8,800.00 |
| 26093 | 2/27/01 7:00:00 PM | Normal, IL -On Campus | \$12,000.00 |
| 24978 | 2/28/01 3:00:00 PM | PA State-Erie | \$18,000.00 |
| 25098 | 3/1/01 5:30:00 PM | Chestertown, MD Campus | \$8,000.00 |
| 24917 | 3/2/01 7:30:00 PM | San Francisco, CA - Cathedral Hill Hotel | \$8,000.00 |
| 25798 | 3/5/01 6:00:00 PM | Louisville, KY Campus | \$12,000.00 |
| 24740 | 3/8/01 11:00:00 AM | Dallas, TX -On Campus | \$8,000.00 |
| 25575 | 3/12/01 7:00:00 PM | Ann Arbor, MI -On Campus | \$12,000.00 |
| 26376 | 3/13/01 6:00:00 PM | Orange, CA Campus | \$8,000.00 |
| 25526 | 3/14/01 10:00:00 AM | Malibu, CA Campus | \$8,000.00 |
| 26154 | 3/28/01 7:00:00 PM | Detroit, MI -On Campus | \$12,000.00 |
| 26300 | 4/4/01 5:00:00 PM | Conway, AR Campus | \$8,000.00 |
| 24344 | 4/5/01 5:00:00 PM | East Lansing, MI -On Campus | \$12,000.00 |
| 25870 | 4/6/01 6:00:00 PM | San Diego, CA Campus | \$10,000.00 |
| 26286 | 4/10/01 5:30:00 PM | Bakersfield, CA Campus | \$8,000.00 |
| 25958 | 4/16/01 5:00:00 PM | Houston, TX -On Campus | \$8,000.00 |
| 24654 | 4/19/01 3:00:00 PM | Mt. Vernon, IA -On Campus | \$9,600.00 |
| 24747 | 4/21/01 8:30:00 AM | Atlanta, GA Omni Hotel | \$8,000.00 |
| 25200 | 4/25/01 5:30:00 PM | Davis, CA Campus | \$12,000.00 |
| 25209 | 4/26/01 12:00:00 AM | Spokane, WA Campus | \$8,000.00 |
| 25097 | 4/27/01 5:30:00 PM | Seattle, WA Campus | \$12,000.00 |
| 26439 | 5/19/01 11:00:00 AM | Sante Fe, NM-Campus | \$2,000.00 |
| 27018 | 9/26/01 6:00:00 PM | Baltimore, MD Campus | \$12,000.00 |
| 24810 | 10/4/01 5:00:00 PM | Poughkeepsie, NY-Campus | \$9,600.00 |



AMERICAN PROGRAM BUREAU
I N C O R P O R A T E D

Speaker Schedule

Speaker name: Dr. Cornel West

Speaker ID: 7368

Report date: 6/26/02

Report Date Range: 1/1/97 - 12/31/02

| | | | |
|-------|---------------------|--------------------------|-------------|
| 26573 | 10/6/01 10:00:00 AM | Little Rock Arkansas | \$8,000.00 |
| 26832 | 10/11/01 7:30:00 PM | Decorah, IA -On Campus | \$12,000.00 |
| 26723 | 10/25/01 5:30:00 PM | Ft. Wayne, IN -On Campus | \$12,000.00 |
| 27299 | 11/1/01 7:00:00 PM | Suffern, NY | \$10,000.00 |
| 26578 | 11/2/01 7:00:00 PM | Ypsilante, MI -On Campus | \$12,000.00 |
| 26885 | 11/4/01 9:00:00 AM | Indianapolis, IN | \$12,000.00 |
| 26640 | 11/15/01 6:00:00 PM | Berkeley, CA Campus | \$2,800.00 |

Year 2002 - First semester (1/1/02-6/30/02) \$ 112,400

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|---------------------|--------------------------------------|-------------|
| 28491 | 4/13/02 6:00:00 PM | Winston-Salem,NC-Campus | \$12,000.00 |
| 27508 | 4/19/02 5:00:00 PM | Farmington, CT -Marriott Hotel | \$8,800.00 |
| 28346 | 4/20/02 12:00:00 PM | Mahwah, NJ-Campus | \$10,000.00 |
| 28749 | 5/4/02 5:00:00 PM | Tampa, FL at the Marriott Westshore. | \$8,000.00 |
| 27349 | 5/7/02 7:30:00 PM | St. Paul, MN | \$8,000.00 |
| 27570 | 5/9/02 5:30:00 PM | Cincinnati, OH TBA | \$12,000.00 |
| 29039 | 5/16/02 9:30:00 AM | New York, NY at Headquarters. | \$12,000.00 |
| 28873 | 5/18/02 3:00:00 PM | Columbia, SC | \$9,600.00 |
| 28927 | 5/24/02 4:00:00 PM | Sarasota, FL Campus | \$8,000.00 |
| 27512 | 6/14/02 7:30:00 PM | St. Louis, MO at The Ritz-Carlton | \$12,000.00 |

Year 2002 - Future events in Second Semester (7/1/02-12/31/02) booked as of 6/26/02 \$ 145,200

| <u>Contract</u> | <u>Play Date</u> | <u>Location</u> | <u>Fee</u> |
|-----------------|----------------------|--|-------------|
| 28766 | 7/20/02 5:00:00 PM | Chicago, IL Hyatt Regency | \$12,000.00 |
| 29050 | 9/21/02 2:30:00 PM | New Covenant Church,Philadelphia | \$9,600.00 |
| 27975 | 9/26/02 3:00:00 PM | Muncie, IN -On Campus | \$12,000.00 |
| 29633 | 9/27/02 9:30:00 AM | Leesburg, VA at the Lansdowne Conference | \$12,000.00 |
| 29435 | 9/28/02 7:00:00 PM | San Antonio, TX at Trinity University Laur | \$8,000.00 |
| 27723 | 10/3/02 4:30:00 PM | Uncasville, CT Mohegan Sun Resort & Cor | \$12,000.00 |
| 29645 | 10/4/02 2:00:00 PM | Hanover, NH-Campus | \$4,000.00 |
| 29526 | 10/17/02 11:30:00 AM | Paramus, NJ | \$6,000.00 |
| 28347 | 10/18/02 8:00:00 PM | Milwaukee, WI | \$9,600.00 |
| 27542 | 10/24/02 7:00:00 PM | Cleveland, OH | \$8,000.00 |
| 28879 | 11/1/02 6:00:00 PM | Minneapolis, MN Convention Center | \$12,000.00 |
| 29471 | 11/2/02 6:00:00 PM | Detroit, MI | \$4,000.00 |
| 29551 | 11/7/02 5:30:00 PM | Memphis, TN Campus | \$12,000.00 |
| 29116 | 11/14/02 7:00:00 PM | Yellow Springs, OH | \$12,000.00 |
| 27266 | 11/15/02 7:00:00 PM | Cincinnati, OH | \$12,000.00 |
| 29044 | 12/7/02 7:00:00 PM | Austin, TX -Hilton Hotel | \$12,000.00 |

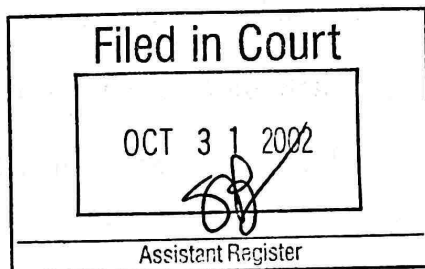
COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

428

SUFFOLK DIVISION

DOCKET NO. 01D1992DV1

ELLENI GEBRE AMLAK WEST
Plaintiff
v.
CORNEL R. WEST
Defendant



PRE-TRIAL MEMORANDUM OF THE PLAINTIFF,
ELLENI GEBRE AMLAK WEST

This Pre-trial Memorandum is filed on behalf of ELLENI GEBRE AMLAK WEST (hereinafter "Mrs. West") in connection with the Complaint for Divorce she has filed against CORNEL R. WEST (hereinafter "Dr. West").

A. COUNSEL FOR THE PARTIES

Mrs. West is represented by Nancy R. Van Tine, Esq., Burns & Levinson LLP, 125 Summer Street, Boston, MA 02110.

Dr. West is represented by Monroe L. Inker, Esq. and Dawn A. MacGregor, Esq., White, Inker, Aronson, P.C., One Washington Mall, Boston, MA 02108.

B. STATEMENT OF THE CASE

The West's marriage was a traditional marriage in which the Husband was the primary wage earner and the Wife was the primary homemaker and support for her Husband as he advanced in his career. At some point, Dr. West began leading a secret life

which was characterized by numerous infidelities and extraordinarily uncontrolled spending, substantially depleting the marital estate and leaving the parties finances in complete disarray. Mrs. West has little opportunity for acquisition of income and capital assets. Her employment with the African AIDS Initiative, though of vital importance, is not salaried employment and is unlikely to ever result in substantial compensation. The only equitable resolution to the financial chaos created by Dr. West is to award Mrs. West substantially all of the marital assets, in addition to alimony sufficient to meet her needs.

The parties first met in October, 1986 and married on October 16, 1990. At the time the parties met, Dr. West was an associate professor at Yale University. Prior to their marriage, Mrs. West was employed by the State of Maryland and was planning on pursuing her graduate degree. However, at Dr. West's request, Mrs. West left her employment and abandoned her plans to attend graduate school to give her the flexibility to travel with Dr. West as his career dictated. Since the inception of the marriage, Dr. West has been the primary wage earner and financial decision maker. Mrs. West has been extremely supportive of Dr. West as his career has flourished, and she has moved and traveled with him extensively during the course of the marriage. In addition, Mrs. West has acted as the primary homemaker throughout the marriage.

Dr. West earned his bachelor's degree magna cum laude from Harvard College and his MA-Ph.D. from Princeton University. He has been employed as a tenured professor at both Princeton University and Harvard University, as well as having worked at Union Theological Seminary and Yale University. In addition to his career in academia, Dr. West is also a renowned author and lecturer, earning considerable income

from both. His income from speaking engagements in 2001 totaled approximately \$464,000. In the past year, he has also released compact disks and appeared in a motion picture in a cameo role.

Dr. West is presently a tenured professor of African American Studies at Princeton University in the Department of Religion and Philosophy where he earns an annual salary of approximately \$216,000. He is widely considered to be one of the foremost authors on race relations and racial theory and his books are read throughout colleges and graduate schools all over the country.

Mrs. West is the President and CEO of the African AIDS Initiative, a non-profit organization which she founded in 1998 which was established to help African women and children suffering from AIDS/HIV. Her duties for the Initiative are extensive, though she receives no salary for her employment. Dr. West was extremely supportive of Mrs. West's desire to devote herself to this worthwhile cause and has repeatedly and publicly supported her work for this organization. The parties were under the mutual understanding that Mrs. West would receive little or no compensation for her work.

In 1998, Mrs. West discovered that Dr. West was and had been engaged in a number of extra-marital affairs. The first such affair that Mrs. West became aware of involved a married student whom Dr. West met at a speaking engagement in Ohio. It is Mrs. West's understanding that, at Dr. West's request, this woman with whom he had begun an affair left her husband and moved to Massachusetts with her four-year-old child to be with Dr. West. In addition, Dr. West provided support for her and her child until the relationship ended in September of 1999.

As a result of Mrs. West's discovery of Dr. West's infidelity, the parties temporarily separated, during which time Dr. West moved into an apartment in Cambridge for which he paid a monthly rent of \$5,000. The parties reconciled in September of 1999, however, unbeknownst to Mrs. West, Dr. West continued to pay rent on this apartment and maintained it as a meeting place for his extra-marital affairs.

Dr. West had another affair with a woman he met in the fall of 1999. In addition to taking an expensive trip to Turkey with this individual for which he paid all expenses, their relationship resulted in a child. When Mrs. West confronted Dr. West with her knowledge of the affair, he admitted the affair and told Mrs. West that he felt they should separate for a period of time. He then took medical leave from his employment with Harvard University and moved to Santa Fe, New Mexico for approximately one year under the guise of getting his life in order. During this time, the parties spoke frequently, and Dr. West led Mrs. West to believe that he was using his time in Santa Fe for work and reflection and gave her false hope that their marriage could be salvaged.

Unbeknownst to Mrs. West, Dr. West was actually creating a new life in New Mexico with the mother of his child. He was cohabiting with her and their child during this time, and, at one point, even opened a joint bank account with her.

Upon returning to Massachusetts in May of 2001, Dr. West rented an apartment in Boston and continued to engage in extra-marital affairs. Dr. West has introduced some of these women to his former colleagues and co-workers at Harvard University, resulting in hurt and embarrassment for Mrs. West. Dr. West has spent lavish sums of money in pursuit of his infidelities and has wasted or hidden hundreds of thousands of dollars in marital assets.

At all times during the marriage, Dr. West had complete control of the parties' finances and filed joint tax returns on their behalf. Though Mrs. West signed some of the tax returns, she did so without knowledge of the contents and information represented therein, relying on her husband's assurances. Without Mrs. West's knowledge or consent, Dr. West failed to pay over \$300,000 of their federal and state income taxes for the taxable years 1997-2000, in addition to failing to pay over \$26,000 in property taxes, resulting in tax liens on the marital home. Dr. West has failed to file his 2001 tax returns, and the last extension for filing such returns is now past due. Further, Dr. West failed to pay a number of joint household bills for the marital home, resulting in a negative impact on Mrs. West's credit history. As is evidenced by the charts below, Dr. West has squandered substantial amounts of the marital estate, with much of these amounts remaining unaccounted for.

The parties separated in August of 2000. The following fall, Mrs. West traveled to Ethiopia to visit her family and work as an advocate for the African AIDS Initiative. When she returned in the early spring of 2001, she discovered that Dr. West had failed to pay any of the parties' living expenses for the months she had been away. Dr. West then gave her between \$7,000 - \$10,000 to pay the bills, which she did. Dr. West provided Mrs. West with varying amounts on a sporadic basis until January of 2002, when he once again ceased providing her with any support at all. Due to Dr. West's failure to provide consistent support for Mrs. West, her telephone and cable were disconnected, her car insurance was cancelled, and much of her debt went into collection. This has had a significant and deleterious effect on her credit history.

Mrs. West instituted the pending divorce proceedings on November 8, 2001, alleging an irretrievable breakdown of the marriage, requesting support and an equitable division of the marital estate in accordance with M.G.L. c. 208, §34. Mrs. West filed a Motion for Temporary Orders and a Motion for Attorneys Fees Pendente Lite on or about November 20, 2001, in addition to an Amended Motion for Temporary Orders and a Motion for Order Regarding Payment of Past Due Marital Expenses which were filed in March and June of 2002 respectively. Counsel attempted to negotiate the issues raised in Mrs. West's motions and due to a number of factors, including the travel schedules of the parties and Dr. West's health, the parties finally appeared in court for a hearing on temporary orders on July 8, 2002. At the hearing, the parties reached an agreement and two agreements were filed with the court, which, in sum, provide that Dr. West was to pay Mrs. West \$12,500 monthly in alimony and that Mrs. West would be responsible payment of the mortgage, condominium fee, real estate tax, and home owner's insurance. The agreement further provided that Dr. West would pay Mrs. West's counsel fees in the amount of \$15,750, the second payment as of this writing is 27 days overdue. The parties appeared for a further hearing on September 9, 2002, at which time the Court ordered that alimony was to continue in the same amount and that Dr. West was to be additionally responsible for 50% of the mortgage amounts and real estate taxes on the marital home for a total payment of approximately \$14,611 per month.

C. STATEMENT OF UNCONTESTED FACTS

1. Mrs. West resides in the marital home at Four Seasons Place 220
Boylston Street #1010, Boston, MA 02116.

2. Dr. West resides at 63 Governors Lane, Princeton, NJ 08540. The home was purchased on his behalf by Princeton University.
3. The parties were married on October, 16 1990 in Rockville, Maryland and have been married for 12 years.
4. This is a first marriage for Mrs. West and Dr. West's third marriage.
5. The parties have no children together.
6. Dr. West has a son, aged 25 years, from his first marriage, who has a serious substance abuse problem and who has been incarcerated periodically during these proceedings.
7. Dr. West has a minor daughter who currently resides with her mother. She was born during his marriage to Mrs. West.
8. Mrs. West works as the CEO and President of the African AIDS Initiative, a non-profit organization which she founded in 1998. She receives no compensation for this work.
9. Dr. West is employed as a tenured professor at Princeton University, where he earns an annual salary of approximately \$216,000. He is also self-employed as a lecturer and author, and has made appearances in motion pictures and on compact disks, all of which provide him with substantial income.
10. Mrs. West is 43 years of age.
11. Dr. West is 49 years of age.
12. The parties' marriage is irretrievably broken down.

D. STATEMENT OF CONTESTED ISSUES OF FACT AND LAW

1. Allocation and value of assets pursuant to Massachusetts General Laws, Chapter 208 § 34.
2. Amount and duration of alimony to be paid by Dr. West to Mrs. West pursuant to Massachusetts General Laws, Chapter 208 § 34.
3. Allocation of responsibility for Federal and State taxes.
4. Allocation of responsibility for property taxes.
5. Allocation of debt, including but not limited to credit card debt, mortgage payments, promissory notes, and all outstanding business and personal loans.
6. Amount of the marital estate wasted or hidden by Dr. West.

E. STATUS OF DISCOVERY

The parties have exchanged Rule 410 documents and each has deposed the other. Mrs. West has served Requests for Production of Documents. Dr. West has responded, but his response is incomplete and is expected to be supplemented. Dr. West served a Request for Production of Documents on Mrs. West on October 24, which responses are due on or before November 25.

Mrs. West has served a Keeper of the Records Subpoena on the Keeper of Records of the American Program Bureau and has received documents in response thereto. Mr. West has recently served Keepers of the Records Subpoenas on Fleet Bank, Nordstrom, Inc., Boston Design Center, American Express Credit Corporation, Saks Fifth Avenue and Cambridge Trust Company. As of the drafting of this memorandum, Dr. West's counsel indicates that they have received no documents from Nordstrom, Inc., the Boston Design Center, or Fleet Bank.

Mrs. West reserves the right to further future discovery.

F. LIST OF POTENTIAL WITNESSES

1. Dr. West.
2. Mrs. West.
3. Aytul Gurtas.
4. Keeper of Records of the American Program Bureau.
5. A Certified Public Accountant to delineate and explain the extent of Dr. West's wasting of the marital estate.

Additional witnesses may be determined upon completion of discovery. Mrs. West reserves the right to supplement this list if necessary.

G. LIST OF EXHIBITS

1. The Probate Court Rule 401 Financial Statements filed with the Court by each of the parties.
2. The income tax returns and records of the parties.
3. The bank statements and financial records of the parties.
4. Documentation regarding property taxes.
5. Documentation regarding the debts of the parties.
6. Documentation regarding all Federal and State income taxes.
7. Documentation regarding property taxes.

Mrs. West reserves the right to introduce additional exhibits as the litigation warrants.

H. DEPOSITIONS TO BE USED AS EVIDENCE AND INTRODUCED OR READ INTO THE RECORD

None at this time.

I. STIPULATION OF CURRENT VALUE AND COST OF ALL REALTY AND PERSONALTY

There is no stipulation as to the value of the marital home or personal property of the parties. Both parties will need to obtain appraisals.

J. ESTIMATE OF TRIAL TIME

Mrs. West estimates that a trial on this matter will take 2 - 3 days.

K. WRITTEN OFFER OF PROOF REGARDING FACTORS PURSUANT TO M.G.L. C. 208, §34

1. Length of the Marriage

The parties were married on October 16, 1990 and have been married for 12 years. The parties have lived in Princeton, NJ and Boston, MA, as Dr. West's employment has dictated.

2. Ages of the Parties

Mrs. West was born on July 23, 1959 and is 43 years old. Dr. West was born on June 2, 1953 and is 49 years old.

3. Station of the Parties

The parties have enjoyed a comfortable upper class lifestyle during the marriage due to Dr. West's high level of income. The parties moved from their home in Newton to the marital condominium at the Four Season at Dr. West's request. The parties dined out often, shopped at expensive stores, and Dr. West never hinted to his wife of the financial difficulties that he was having. The parties could have maintained their lifestyle but for Dr. West's secret life.

4. Needs of the Parties

Dr. West earns a very substantial income. Mrs. West receives no income for her work with the African AIDS Initiative and will clearly need continued support from Dr. West, including health and dental insurance.

5. Health of the Parties

Mrs. West is in good health. Dr. West was diagnosed with prostate cancer in November, 2001 and underwent surgery in 2002. Dr. West has not had to undergo chemotherapy or radiation treatments and his prognosis for a full recovery appears to be excellent.

6. Occupation of the Parties; Amount and Sources of Income

Dr. West is a tenured professor at Princeton University where he receives an annual salary of approximately \$216,000. In addition to his career in academia, Dr. West is also a renowned author and lecturer, earning considerable income from both endeavors. According to records subpoenaed from the American Program Bureau, Dr. West's income from speaking engagements/lectures alone totaled approximately \$464,000 in 2001. In the past year, he has also released compact disks and appeared in a motion picture in a cameo role. There is no dispute that Dr. West has been the primary wage earner at all times during the marriage.

Mrs. West is the President and CEO of the African AIDS Initiative, a non-profit organization which she founded in 1998 which was established to help women and children suffering from aids. Her duties for the Initiative are extensive, though she receives no salary for her employment. Dr. West was extremely supportive of Mrs. West's desire to devote herself to this worthwhile cause and has repeatedly and publicly

supported her work for this organization. Mrs. West founded the Initiative with Dr. West's support and with the mutual understanding that she would receive little to no compensation for her work.

7. Vocational Skills and Employability of the Parties

Dr. West has had a long and successful career and has the continued ability to generate a substantial income. He earned his bachelor's degree, magna cum laude from Harvard College and an MA-Ph.D. from Princeton University. He has been employed as a tenured professor at both Princeton University and Harvard University, as well as having worked at Union Theological Seminary and Yale University.

In 2001, Dr. West was hired as a tenured professor of African American Studies at Princeton University in the Department of Religion and Philosophy and began working at Princeton in August of 2002 with an annual salary of approximately \$216,000. Upon information and belief, Dr. West received a substantial signing bonus of approximately \$290,000, which, as has been his pattern with money during the marriage, appears to have been largely squandered as much of it is presently unaccounted for.

Dr. West is widely considered to be one of the foremost authors on race relations and racial theory and his books, including the renowned collection of essays entitled Race Matters (which was published during the marriage), are read throughout colleges and graduate schools all over the country. In addition to his career in academia, Dr. West has consistently earned substantial income from book royalties, lectures, articles, CDs, and on one occasion, from a film cameo appearance.

In 1990, Mrs. West gave up her own career and educational plans in order to support Dr. West and be flexible to travel with him as his career dictated. With the

encouragement and public support of Dr. West, Mrs. West created the African AIDS Initiative in 1998, of which she presently serves as the President and CEO. This is a non-profit organization established to help women and children suffering from AIDS. Her duties for the Initiative are extensive, though she receives no salary for her employment. Dr. West was extremely supportive of Mrs. West's desire to devote herself to this worthwhile cause and has repeatedly and publicly supported her work for this organization. Mrs. West founded the Initiative with Dr. West's support and with the mutual understanding that she would receive little to no compensation for her work.

Though she holds a BA from Southern Connecticut University, Mrs. West is 43 years old and has limited work experience. Her work with the African AIDS Initiative, while important, is not likely to ever reward Mrs. West with significant compensation. She will need substantial support from Dr. West in order to maintain the standard of living enjoyed during the marriage.

8. Conduct of the Parties During the Marriage

Mrs. West was a devoted spouse during the marriage. She consistently put Dr. West's needs before her own, giving up her own employment and her plans for furthering her own education at his request in order to support his career and the travel and it entailed. In addition, Mrs. West was the primary homemaker throughout the marriage.

Mrs. West was devastated to learn of her husband's infidelities in 1998, and further hurt by the revelation that he was spending substantial sums in order to maintain his lifestyle and introducing many of the women to his co-workers and colleagues. During the marriage, Dr. West engaged in several extra-marital affairs, often taking trips with other women and, on two occasions, even going so far as to maintain a separate

residence for the purpose of engaging in his infidelities. As a result of one such relationship, Dr. West fathered a child. When Mrs. West discovered this relationship, Dr. West took a medical leave from his employment with Harvard University to travel to New Mexico to be with the mother of his child. Though he complained to Mrs. West about his life in New Mexico and professed his intention to reconcile and salvage their marriage, she later discovered that he was residing with the mother of his child and that he had opened a joint bank account with this woman.

Dr. West has squandered many of the marital assets through spending on what appears to be an incredible lifestyle involving multiple women with whom he has had affairs. In fact, in a one year period from May of 2001 through June of 2002, Dr. West withdrew nearly \$51,000 in cash from his accounts via checks written to cash and via withdrawals from ATM machines. Over the last five or six years he has squandered at least \$830,000 that cannot be accounted for. Further, without Mrs. West's knowledge, Dr. West failed to pay many of their joint bills, as well as failing to pay over \$300,000 in income taxes and over \$26,000 in property taxes, resulting in tax liens on the marital home. Meanwhile, he received the aforementioned \$225,000 signing bonus/loan from Princeton University, and he received an additional \$22,400 in loans from the American Program Bureau. His financial irresponsibility has had a negative impact on both his and Mrs. West's credit and has substantially depleted the marital estate.

**HIDDEN OR WASTED INCOME OF CORNEL WEST
1997 - PRESENT**

| | <u>Gross Income</u> | <u>Taxes</u> | <u>Disposable Income (after taxes)</u> | <u>Family Expenses</u> | <u>Hidden/Wasted Money</u> |
|------|---------------------------|---------------------------|--|----------------------------|--------------------------------|
| 1997 | \$630,534.00 ¹ | \$222,887.00 ² | \$407,647.00 | \$194,977.00 ³ | \$212,670.00 |
| 1998 | \$704,474.00 | \$282,646.00 ⁴ | \$421,828.00 | \$194,977.00 | \$226,851.00 |
| 1999 | \$503,148.00 ⁵ | \$201,259.00 ⁶ | \$301,889.00 | \$194,977.00 | \$106,912.00 |
| 2000 | \$477,763.00 ⁷ | \$176,684.00 ⁸ | \$301,079.00 | \$194,977.00 | \$106,102.00 |
| 2001 | \$521,251.00 | \$208,500.00 ⁹ | \$312,751.00 | \$194,977.00 | \$176,749.00 |
| | | | | Total: | \$829,284.00 |

9. Contributions as Homemaker to the Family Unit

Mrs. West was responsible for all of the homemaking and managing of the parties' household.

10. Estate of the Parties

According to Dr. West's financial statement dated September 9, 2002, his assets are as follows:

- a. Dr. West has a joint interest along with Mrs. West as tenants by the entirety in the marital residence at Four Seasons Place, 220 Boylston Street, #1010 Boston, MA 02116. The parties both believe that the fair market value of the marital residence is approximately \$1,200,000. There is a first and second mortgage on the property totaling approximately \$793,395. In addition, there

¹ Does not reflect loan of \$200,000 dated 4/28/97 indicated by sub-records of American Program Bureau dated 9/5/02.

² Calculated by adding federal tax from Form 1040 line 56 (\$185,508) to state tax from form 1 line 28 (\$37,379).

³ Wife's pre-tax needs calculated from financial statement dated 7/8/02 (\$154,977) plus \$50,000.

⁴ Calculated by adding federal tax from Form 1040 line 56 (\$241,608) to state tax from form 1 line 28 (\$41,038).

⁵ Does not reflect loan of \$200,000 dated 7/12/99 indicated by sub-records of American Program Bureau dated 9/5/02.

⁶ Calculated by applying a 40% blended rate to gross earnings.

⁷ Does not reflect loan of \$160,000 dated 9/1/00 indicated by sub-records of American Program Bureau dated 9/5/02.

⁸ Calculated by adding federal tax from Form 1040 line 56 (\$147,069) to state tax from form 1 line 28 (\$29,615).

are real estate tax liens believed to total over \$26,000 that will need to be satisfied. The property is also encumbered by Federal income tax liens the extent of which Mrs. West has been unable to determine despite numerous attempts and court orders. There will also be closing costs, including substantial broker fees. Pursuant to the Order of September 9, 2002, the home is to be sold when the tax situation is resolved.

- b. Dr. West currently owns two automobiles, including the 1993 Mercedes which Mrs. West drives. The Mercedes has an estimated fair market value of \$8,000. The 1989 Cadillac which Dr. West drives has an estimated fair market value of \$2,325.
- c. Dr. West has a defined benefit pension plan with TIAA-CREF with a value of approximately \$432,825.
- d. Dr. West has a checking account with an estimated balance of \$77,088 as of September, 2002.

Mrs. West's has virtually no assets in her own name other than checking/savings account with a total balance of approximately \$17,300.

11. Liabilities of the Parties

Dr. West's liabilities set forth on his financial statement dated September 9, 2002 total approximately \$985,101. Those liabilities are as follows:

- a. Federal Income taxes due in the amount of \$271,477.
- b. State Income taxes due in the amount of \$38,037.
- c. Real estate taxes due in the approximate amount of \$26,319.

⁹ Calculated by applying a 40% blended rate to gross earnings.

- d. Condominium fees due to the Four Seasons Condominium Association in the amount of \$1,400.
- e. Credit card debt due American Express in the approximate amount of \$14,854.
- f. Mortgage Debt due to Harvard University in the amount of \$320,000.
- g. Personal debt from the Harvard Credit Union in the approximate amount of \$21,775.
- h. An educational loan from Harvard Education Loan in the approximate amount of \$5,312.
- i. A loan from Princeton University in the amount of \$225,000.¹⁰
- j. A housing loan from Princeton University in the amount of \$63,964.

Mrs. West's liabilities set forth on her financial statement dated October 25, 2002 total approximately \$449,122. The main liabilities are as follows:

- a. A private loan in the amount of \$28,000 from her brother for living expenses when Dr. West failed to provide her any support.
- b. A private loan from her sister in the amount of \$22,700 for living expenses when Dr. West failed to provide her any support.
- c. Property taxes in the estimated amount of \$26,319.
- d. A private loan from friend Kelo Teklamariam in the amount of \$3,000 for living expenses when Dr. West failed to provide her any support.

¹⁰ This amount qualifies as a loan, though it is Mrs. West's understanding that this actually represents a signing bonus. Of this \$225,000, Mr. West allegedly paid the \$38,000 owed to the Massachusetts Department of Revenue. However, his financial statement shows that only \$77,088 was left in his checking account (see section 10(e), above), with the balance remaining unaccounted for.

- e. Federal income taxes owed in the amount of \$271,477, although this amount is an estimate, as Mrs. West may not have actually signed the returns in question.

In addition, Mrs. West's owes nearly \$45,000 in legal fees in connection with this matter.

12. Opportunity of Each Party for Future Acquisition of Income and Capital Assets

Mrs. West has little opportunity for acquisition of income and capital assets. Her employment with the African AIDS Initiative, though important, is not salaried employment and is unlikely to ever result in substantial compensation. Further, both of her parents are deceased.

Dr. West, however, is a tenured professor at an Ivy League school. Further, his renown as a writer and lecturer is certain to ensure him a financially secure future. His lucrative employment has enabled him to obtain an interest in pension and retirement plans, which interest will continue to grow.

13. Contribution of the Parties to the Acquisition and Preservation of the Marital Estate

Dr. West has been the primary earner and financial decision-maker at all times during the marriage. However, as discussed above, his exorbitant spending and failure to pay state and local taxes has resulted in a negative impact on the marital estate and the credit history of both parties.

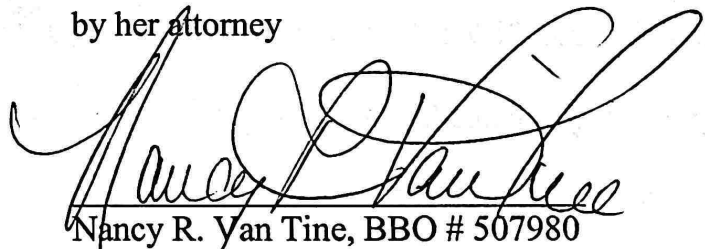
Mrs. West gave up her employment in order to support her husband and his career. She has acted as the primary homemaker during their marriage and has uprooted herself to travel with her husband whenever his employment so dictated.

L. WIFE'S POSITION ON SETTLEMENT / REPRESENTATION THAT COUNSEL HAVE NEGOTIATED IN GOOD FAITH

Per Order of the Court dated September 9, 2002, a four-way conference was scheduled for October 25, 2002, but Dr. West did not attend. The parties were to exchange financial statements and pre-trial memoranda, though through the fault of Dr. West, his counsel was unable to provide such documents. The parties agreed to exchange such documents no later than Tuesday, October 29, 2002. In the hope of resolving this matter, Mrs. West proposed an offer in good faith to Dr. West's counsel at the four-way meeting, though as of the drafting of this Memorandum Dr. West has offered no response. The only equitable resolution to the financial chaos created by Dr. West is to award Mrs. West substantially all of the marital assets, in addition to alimony sufficient to meet her needs.

Mrs. West reserves the right to retract or amend her settlement offer if Dr. West fails to reply in a timely or reasonable manner.

Respectfully submitted,
ELLENI GEBRE AMLAK WEST
by her attorney



Nancy R. Van Tine, BBO # 507980
Burns & Levinson LLP
125 Summer Street
Boston, MA 02110
(617) 345-3000

Dated: October 29, 2002

COMMONWEALTH OF MASSACHUSETTS


43-82

SUFFOLK, SS:

PROBATE AND FAMILY COURT
No. 01D-1992-DV1

| |
|---|
| ELLENI GEBRE AMLAK WEST, Plaintiff v. CORNEL R. WEST, Defendant |
|---|

PRETRIAL MEMORANDUM OF
 CORNEL R. WEST

| |
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| Filed in Court OCT 31 2002  Assistant Register |
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INTRODUCTION

The parties have been married for twelve years and have no children of this marriage. In the early years of the marriage, the parties observed relatively "traditional" roles, with Cornel R. West ("Husband") working as a university professor, lecturer and writer, and Elleni Gebre Amlak West ("Wife") staying at home. In 1998, however, with the Husband's financial support and assistance from his influential connections at Harvard University, the Wife founded the African AIDS Initiative International, Inc., a non-profit organization dedicated to promoting AIDS awareness in Africa. The Wife presently holds the position of President and CEO of this organization, and she has developed her own network of influential contacts, including heads of state of African countries, and has performed numerous public speaking engagements promoting her organization.

It is undisputed that the Husband was the primary breadwinner for the family throughout the marriage. His earnings as a professor, lecturer and writer enabled the parties to enjoy a very comfortable standard of living. It is further undisputed that this lifestyle was financed, in part, by the Husband's income as a public speaker and writer. This supplemental income, however, was

received without Federal and State income taxes withheld, resulting in sizeable income tax obligations at the end of each year. What is disputed is the Wife's contributions to the family and her present obligation to financially support herself in a manner that is commensurate with her education, skills and experience. A disproportionate division of the marital estate is warranted in this case, and the Husband is entitled to a division in his favor as a result of his extensive contributions throughout the marriage. Moreover, the Wife has the education, skills and experience that will enable her to obtain gainful employment and contribute toward her own support and maintenance. As such, a limited amount and duration of spousal support for the Wife is warranted in this case.

A. COUNSEL

for Cornel R. West ("Husband")
Monroe L. Inker, Esquire
Dawn A. MacGregor, Esquire
White, Inker, Aronson, P.C.
One Washington Mall
Boston, MA 02108

for Elleni Gebre Amlak West ("Wife")
Nancy R. Van Tine, Esquire
Burns & Levinson, LLP
125 Summer Street
Boston, MA 02110

B. UNCONTESTED FACTS

1. The parties were married on October 16, 1990 in Rockville, Maryland, and last lived together on August 18, 2000, at Four Seasons Place, 220 Boylston Street #1010, Boston, Massachusetts 02116 ("marital residence").
2. There are no children born of this marriage.
3. The Husband is a professor of religion and Afro-American studies at Princeton University in Princeton, New Jersey.

4. The Wife is President and CEO of the African AIDS Initiative International, Inc., a non-profit organization affiliated with Harvard University.

C. CONTESTED ISSUES OF FACT AND LAW AND PROGRESS OF AGREEMENT
ON SAME

The issues in dispute between the parties are the amount of support the Husband will provide to the Wife, the duration of such support, and the division of the marital estate. The parties and counsel have met for the required four-way meeting and have discussed support, but have not reached an agreement as to the amount or the duration. The parties further discussed the issue of an equitable division of the marital estate; however, they were not able to reach an agreement as to the percentage division.

D. STATUS OF DISCOVERY

The parties have exchanged documents pursuant to Supplemental Rule 410. In addition, the Husband is in the process of obtaining records from the Keeper of Records of the following institutions: Fleet Bank, Cambridge Trust Company, Boston Design Center, Nordstrom, Inc., Saks Fifth Avenue, Inc., American Express Credit Corporation, Harvard University, Princeton University, TIAA-CREF, Santa Fe Bank, and African AIDS Initiative International, Inc. The parties respective depositions have commenced and suspended. The Husband estimates that sixty (60) days shall be a sufficient amount of time within which to complete discovery.

E. FINANCIAL STATEMENTS

The Husband has filed herewith his Supplemental Rule 401 Financial Statement.

F. TRIAL WITNESSES

The Husband anticipates calling the following witnesses:

1. Cornel R. West;
2. Elleni Gebre Amlak West;
3. Keeper of Records, Fleet Bank;
4. Keeper of Records, Cambridge Trust Company;
5. Keeper of Records, Boston Design Center;
6. Keeper of Records, Saks Fifth Avenue, Inc.;
7. Keeper of Records, American Express Credit Corporation, Inc.;
8. Keeper of Records, Harvard University;
9. Keeper of Records, Princeton University;
10. Keeper of Records, TIAA-CREF;
11. Keeper of Records, African AIDS Initiative International, Inc.;
12. Real Estate Appraiser;

The Husband reserves the right to supplement this list within a reasonable period of time prior to trial. Moreover, the Husband reserves the right to call witnesses not herein listed in order to rebut testimony and other evidence offered by the Wife at trial on the merits.

G. TRIAL EXHIBITS

The Husband anticipates introducing into evidence the following exhibits:

1. Parties' respective 401 Financial Statements;
2. Parties' joint income tax returns;
3. Parties' joint bank account records;
4. Parties' respective individual bank account records;
5. Parties' respective investment/retirement account records;

6. Documents produced by Keeper of Records Fleet Bank;
7. Documents produced by Keeper of Records Cambridge Trust Company;
8. Documents produced by Keeper of Records, Boston Design Center;
9. Documents produced by Keeper of Records, Saks Fifth Avenue, Inc.;
10. Documents produced by Keeper of Records, American Express Credit Corporation, Inc.;
11. Documents produced by Keeper of Records, Harvard University;
12. Documents produced by Keeper of Records, Princeton University;
13. Documents produced by Keeper of Records, TIAA-CREF;
14. Documents produced by Keeper of Records, African AIDS Initiative International, Inc.;
15. Appraisals;
16. Records of Expenses;
17. Records of Liabilities;
18. Deeds and Mortgages;
19. Financial Statements submitted for mortgage applications.

The Husband reserves the right to supplement this list within a reasonable period of time prior to trial. Moreover, the Husband reserves the right to introduce additional exhibits not herein listed in order to rebut testimony and other evidence offered by the Wife at the time of trial on the merits.

H. USE OF DEPOSITIONS

The Husband does not anticipate the need to offer deposition testimony into evidence at trial on the merits. In the event, however, the need arises, he shall comply with the requirements of Mass. R. Dom. Rel. P. 32.

I. CURRENT VALUES/OPINIONS OF FAIR MARKET VALUE

Although the marital residence at Four Seasons Place, 220 Boylston Street, #1010, Boston, Massachusetts has not been appraised at this time, both parties agree that the fair market value is approximately \$1,200,000.00, and it will be listed for sale as soon as possible.

J. ESTIMATE OF TIME FOR TRIAL

The Husband anticipates that trial on the merits in this case will take four (4) days.

K. OFFER OF PROOF

1. Length of Marriage

The parties were married on October 16, 1990, and have been married for twelve years. However, the parties have been separated for more than two (2) years, since August 2000. There are no children born from this marriage.

2. Conduct of the Parties During Marriage

The Husband was the primary breadwinner for the family throughout the marriage. His earnings as a professor, lecturer and writer enabled the parties to enjoy a very comfortable standard of living. The Wife's spending habits throughout the marriage, however, tended to exceed the Husband's ability to generate income. For instance, during periods of deep debt and financial crisis, she would buy expensive clothes from exclusive stores, dine at upscale restaurants, and furnish the home with high-end furniture. At most, the Husband earned \$220,000 per year as a university professor. In time, the Husband was able to supplement his

teaching salary with approximately \$5,000 per week (gross) from speaking engagements. Although, the appropriate income taxes were withheld automatically from the Husband's university salary, his income from the speaking engagements was paid without any customary withholdings, resulting in substantial income tax obligations. These financial obligations were not taken into consideration by the Wife when she spent money, at times, in a reckless manner.

3. Age

The Husband was born on June 2, 1953; he is presently 49 years old.

The Wife was born on July 23, 1959; she is presently 43 years old.

4. Health

The Husband is presently in relatively poor health. In November 2001, he was diagnosed with prostate cancer, and he underwent prostate surgery at the Sloan-Kettering Cancer Center in New York City at the end of January 2002. Since his surgery and his subsequent radiation therapy treatment, the Husband has had to substantially reduce his speaking engagements, as he is not physically capable of maintaining his hectic schedule of prior years' speaking commitments. The Husband recently underwent follow-up evaluations at the Sloan-Kettering Cancer Center; however, the test results are not known at this time.

The Wife is in good health.

5. Station

The parties have lived an upper middle class lifestyle due to the Husband's career as an illustrious professor at Princeton University and Harvard University, and in large part due to the supplemental income from his public speaking engagements. The parties own a condominium at the Four Seasons Place on Boylston Street in Boston with a mortgage of approximately

\$800,000.00. The parties also traveled together and individually across the United States and throughout the world. The Husband has traveled extensively due to his speaking engagements and position in the world of academia. The Wife has traveled to her native country of Ethiopia every year for several months at a time. She has also traveled in connection with her position as President and CEO of the African AIDS Initiative International, Inc. The parties also enjoyed dinners out to exclusive Boston restaurants and attended academic, political, and charitable galas in Boston, New York and other large, cosmopolitan cities.

6. Occupation of the Parties

The Wife is the President and CEO the African AIDS Initiative International, Inc., a non-profit organization dedicated to promoting AIDS awareness in Africa. At the inception of this organization, the parties agreed that the Wife would work as an unpaid volunteer with the expectation that there would be a significant influx of funding once the organization had established itself, thereby enabling the Wife to realize a substantial salary. Although the Wife chose not to take a salary for this position, funding was available to pay her secretary a salary. In addition to not earning a salary, the Wife personally incurred large expenses for traveling and networking commitments, which the Husband's earnings paid.

The Husband has recently relocated to Princeton University and is a professor of religion and Afro-American studies. He has been a professor for nearly fifteen years, and he has taught at the Union Theological Seminary, Yale University, Princeton University, and Harvard University. The Husband is also a public speaker, a writer and a music recording artist.

7. Amount and Sources of the Parties' Income

The Husband's current Rule 401 Financial Statement is filed herewith. The Husband

earned approximately \$520,000.00 (gross) in 2001. Of that income, \$216,000.00 was designated as his base salary from Harvard University and the remaining \$304,000.00 was comprised of public speaking engagement fees, and royalties from his prior publications.

The Wife, throughout the parties' marriage, has never earned a salary. She has either chosen not to work or has volunteered her services and skills.

8. Vocational Skills

The Husband received a bachelor's degree from Harvard University, and a master's degree and doctorate degree from Princeton University. In addition, the Husband has received many honorary degrees and accolades.

The Wife graduated from Southern Connecticut State University with a bachelor's degree in sociology and social work. She has distinguished herself in the greater realm of international politics and fund-raising for the AIDS cause.

9. Employability of the Parties

The Husband continues to be employed as a professor at Princeton University. He further supplements his income by engaging in numerous public speaking forums. The Husband's recent bout with advanced prostate cancer renders his future employability uncertain.

The Wife has developed an unusual set of skills in her position as a President and CEO of an international organization, and she is young and in excellent health. Her employability is great and she can obtain a paid position using her skills as an international liaison.

10. Estate and Liabilities of the Parties

The Husband's current Rule 401 Financial Statement is filed herewith. The parties' estate consists of a heavily mortgaged condominium (mortgage balance approximately \$800,000) at the

Four Seasons and minimal investments. Furthermore, the Husband has a heavily mortgaged (\$416,670) townhouse in Princeton, New Jersey in addition to a pension with TIAA-CREF. The parties also owe approximately \$271,477.00 to the IRS; \$35,000.00 to the Mass. DOR; and \$26,318.58 to the City of Boston for real estate taxes. In addition, the Husband received a bridge loan for the Princeton property in the amount of approximately \$63,964.00, and a personal loan from Princeton University in the amount of \$225,000.00. The parties have extensive debt and liabilities including mortgages and personal loans.

11. Needs of the Parties

The Husband has set forth on his Rule 401 Financial Statement, to the best of his knowledge and ability, his weekly expenses and liabilities. The Wife has no extraordinary needs. Her everyday expenses and needs can be satisfied by working a full-time paying job.

12. Opportunity to Acquire Future Capital Assets and Income

The Husband's opportunity to acquire future capital assets and income is good; however, the parties together have an extraordinary amount of debt which must first be paid and then future capital assets can be acquired. The Husband's base salary as a professor at Princeton University remains constant.

The Wife's opportunity is equally as good as the Husband's because she has marketable skills and experience in the work force to assist her in acquiring future assets.

13. Contribution in Acquisition, Preservation and Appreciation of the Estate

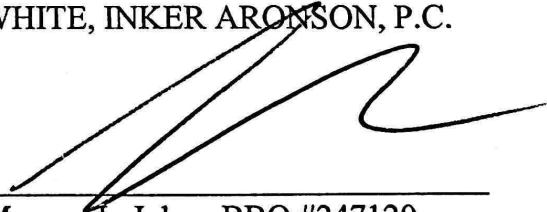
The acquisition, preservation and appreciation of the vast majority of the marital estate can be attributed to the Husband. The Wife did not work in any position that provided her with

a salary. The Husband's income as professor and lecturer was utilized to purchase the marital residence, and also was the source for any and all investments that the parties maintain.

14. Contribution as a Homemaker to the Family Unit

The parties, at the beginning of the marriage, observed "traditional" roles, where he was the breadwinner and she stayed at home. As part of these roles, the Wife maintained the domestic portion of the traditional division of labor, such as cooking and cleaning. It should be noted, however, that the parties spent very little time at home throughout the marriage; they both traveled extensively and frequently dined outside the home (the Husband with his university colleagues, and the Wife with her friends and associates). Although the Wife did not work outside the home until 1998, albeit at that time in an unpaid position, the parties employed a housekeeper throughout the marriage. In as much as the domestic housework needed to be done, the Wife contributed to the performance of those tasks; however, it was not customary for her to do so on a regular basis.

Respectfully Submitted,
CORNEL R. WEST,
By his attorneys,
WHITE, INKER ARONSON, P.C.

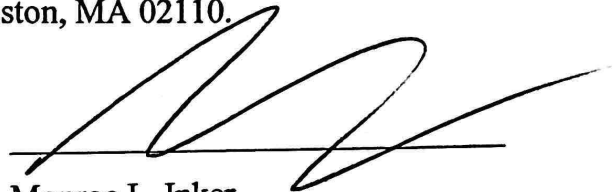


Monroe L. Inker, BBO #247120
Dawn A. MacGregor, BBO #641637
One Washington Mall
Boston, Massachusetts 02108
617-367-7700

DATED: October 30, 2002

CERTIFICATE OF SERVICE

I, Monroe L. Inker, attorney for the Defendant, Cornel R. West, hereby certify that I have this 30th day of October, 2002, served the within **Pretrial Memorandum of Cornel R. West** on the Plaintiff, Elleni Gebre Amlak West, via facsimile and hand-delivery: Nancy R. Van Tine, Esquire, Burns & Levinson, LLP, 125 Summer Street, Boston, MA 02110.



Monroe L. Inker

57
JK

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS:

PROBATE AND FAMILY COURT
No. 01D-1992-DV1

ELLENI GEBRE AMLAK WEST,
Plaintiff

v.

CORNEL R. WEST,
Defendant

STATUS CONFERENCE MEMORANDUM
OF CORNEL R. WEST

Filed in Court
MAR 07 2003
Assistant Register

PROCEDURAL BACKGROUND

The parties were married at Rockville, Maryland on October 16, 1990, and have no children of this marriage. The parties last lived together at Four Seasons Place, 220 Boylston Street, #1010, Boston, Massachusetts on August 18, 2000. On or about November 8, 2001, the Plaintiff, Elleni Gebre Amlak West (“Wife”), filed a Complaint for Divorce, pursuant to G.L. c. 208, §1B, due to an irretrievable breakdown of the marriage. On December 5, 2001, the Defendant, Cornel R. West (“Husband”), filed his Answer and Counterclaim for Divorce due to an irretrievable breakdown of the marriage.

On July 8, 2002, the Court (Stahlin, J.) entered Temporary Orders, which incorporated the parties’ Stipulation executed on the same. The parties’ Stipulation provided, *inter alia*, that (1) the Husband shall pay to the Wife \$12,500 per month as temporary alimony, and from this amount the Wife shall pay the mortgage and operating expenses for the marital home (the “Four Seasons Condominium”) and the other expenses listed on her Financial Statement; (2) the parties agree that the Four Seasons Condominium shall be listed for sale immediately after a payment

plan is negotiated with the IRS and the Massachusetts Department of Revenue (if necessary) which removes any tax liens on the property; (3) the Husband shall pay \$15,750 to the Wife's counsel to equalize the payment of legal expenses for both sides, and the Wife shall not be precluded from bringing a further motion for fees; and (4) the Temporary Orders shall be reviewed on September 9, 2002. After review on September 9, 2002, the Court (Stahlin, J.) entered further Temporary Orders ordering, *inter alia*, (1) that the parties shall continue to comply with their Stipulation dated July 8, 2002; (2) the Husband shall continue to pay to the Wife \$12,500 per month as temporary alimony; (3) each party shall be responsible to pay 50% of the mortgage and real estate tax allocation for the Four Seasons Condominium, and the Wife shall be responsible for the monthly condominium fee and home owner's insurance allocation; (4) the Wife shall continue to pay her own utility bills as well as her personal expenses listed on her Financial Statement; (5) a Pre-Trial Conference is scheduled for October 31, 2002; and (6) Trial is scheduled for April 29 and 30 and May 1 and 2, 2003.

Following a Pre-Trial Conference on October 31, 2002, the Court (Stahlin, J.) entered a Pre-Trial Order, which ordered, *inter alia*, (1) all discovery to be completed on or before January 31, 2003; and (2) a Status Conference is scheduled for March 7, 2003.

STATUS OF DISCOVERY

The parties have exchanged documents pursuant to Supplemental Rule 410. In addition, the Husband is in the process of obtaining records from the Keeper of Records of the following institutions: Fleet Bank, Cambridge Trust Company, Boston Design Center, Nordstrom, Inc.,

Saks Fifth Avenue, Inc., American Express Credit Corporation, Harvard University, Princeton University, TIAA-CREF, Santa Fe Bank, and African AIDS Initiative International, Inc. The parties respective depositions have commenced and suspended.

The Husband has not completed a select few items of his discovery because the Wife was not in the country for several months and he did not have access to the marital home or its contents. The Husband desires to appraise the marital home. Now that the Wife has returned from Ethiopia, he expects to be able to hire an appraiser and have him conduct the appraisal of the marital home. The Husband also wants to appraise the personalty and furnishings in the marital home. Both the home and its contents were not accessible to the husband or his appraisers while the Wife visited Ethiopia.

OUTSTANDING TAX ISSUE

The Parties owe in excess of Four Hundred Fifty Thousand (\$450,000.00) Dollars for income taxes to both the Internal Revenue Service ("IRS") and the Massachusetts Department of Revenue ("DOR") for the year 1998, 2000 and 2001. Year 2002 tax liabilities have not been calculated yet. The Husband asserts that both he and the Wife are equally responsible for payment of this liability as the parties shared the benefit of the income over the years. The Wife disagrees. The Husband realizes that this liability is overwhelming and has hired tax advisers who are in the process of arranging an offer in compromise with the IRS to pay off this debt.

LIKELIHOOD OF SETTLEMENT

The likelihood of settlement at this stage, when taking into consideration the excessive income tax liability, is unlikely.

Respectfully Submitted,

CORNEL R. WEST,

By his attorneys,

WHITE, INKER ARONSON, P.C.




Monroe L. Inker, BBO #247120
Dawn A. MacGregor, BBO #641637
One Washington Mall
Boston, Massachusetts 02108
617-367-7700

DATED: March 7, 2003

CERTIFICATE OF SERVICE

I, Monroe L. Inker, attorney for the Defendant, Cornel R. West, hereby certify that I have this 7th day of March, 2003, served the within **Status Conference Memorandum of Cornel R. West** on the Plaintiff, Elleni Gebre Amlak West, via hand-delivery: Nancy R. Van Tine, Esquire, Burns & Levinson, LLP, 125 Summer Street, Boston, MA 02110.



Monroe L. Inker

SUFFOLK, SS:

PROBATE AND FAMILY COURT
No. 01D-1992-DV1ELLENI GEBRE AMLAK WEST,
Plaintiff

v

CORNEL R. WEST,
Defendant

Filed in Court

MAR 07 2003

Assistant Register

**DEFENDANT'S OPPOSITION TO PLAINTIFF'S MOTION
FOR FURTHER ALLOWANCE OF ATTORNEY FEES**

The wife's motion for a further allowance of attorney fees *pendente lite* should be denied for three reasons. First, assuming that the wife is requesting \$75,000 in additional fees¹, that would bring the wife's total fees to \$91,000, which are unreasonably high for this relatively simple case and significantly higher than the husband's fees.² Second, the wife has not supported her motion with any evidence, such as time and billing records, which would allow this court to weigh the factors required before any award of fees may be made. *See, Robbins v. Robbins (I)*, 16 Mass. App. Ct. 576, 582 (1983). Third, the wife is much more able to pay her attorney fees than the husband is.

¹It is unclear how much the wife is requesting. In the Affidavit of Counsel (purportedly an affidavit of Attorney Nancy Van Tine but improperly signed by someone else) filed in support of her motion, the wife requests \$20,000. In her motion she requests \$75,000.

²On her last financial statement, the wife reported legal fees of \$52,063 incurred as of October 23, 2002, as compared to the husband's fees of \$23,901 as of October 28, 2002. The wife's motion papers state that her current fees incurred total about \$72,000, as compared to the husband's fees as of March 4, 2003 of \$38,220.72.

Massachusetts law **requires** that an award of attorney's fees be based upon conservative principles. *Edinburg v. Edinburg*, 22 Mass. App. Ct. 192, 196 (1986). The fees requested by the wife in her motion for a further allowance run afoul of the black letter law "that, superimposed on the requirement that fees be fair and reasonable, are strictly conservative principles where the fee is to be paid by one who has not contracted for the services rendered." *Robbins v. Robbins (III)*, 22 Mass. App. Ct. 982, 983 (1986). Every reported appellate decision in a divorce case involving a question of attorney's fees has followed this black letter law. *See, Kane v. Kane*, 13 Mass. App. Ct. 557, 560 (1982) ("[I]t remains the rule that awards in domestic relations litigation are to be governed by caution and restraint, for '[f]ees in such cases are awarded on strictly conservative principles.'").

The fact that attorneys are in effect billing not their own client but the adversary must be taken into account. *Robbins v. Robbins (II)*, 19 Mass. App. Ct. 538, 542 (1985). "Therefore the fees these counsel could reasonably charge to their own clients for like services must be checked against an independent, 'objective' valuation of the services they rendered in fact." *Id.* Equal footing means fair and reasonable fees judged by objective standards, conservatively applied. Because conservative principles are required, in virtually every reported appellate decision, the award of attorney's fees is considerably less than the amount requested. *See, e.g., Ross v. Ross*, 385 Mass. 30 (1982) [\$31,124 requested; \$15,000 allowed]; *Freitas v. Freitas*, 26 Mass. App. Ct. 196 (1988) [\$29,919 requested, \$9,000 allowed]; *Edinburg v. Edinburg, supra*, [\$90,000 requested, \$35,000 allowed]. In *Pemberton v. Pemberton*, 9 Mass. App. Ct. 9 (1980), the wife unsuccessfully argued on appeal that the rule of "strictly conservative principles" should be

abandoned and she should be awarded the full \$32,683 in attorney's fees and costs she sought. The Appeals Court upheld an award of \$13,241, on the ground that counsel's billing records revealed some duplication of time, the hourly rates charged could be considered slightly in excess of generally prevailing norms, the issues litigated were commonplace, and the wife had some ability to pay a portion of the unawarded bill. *Id.* at 16-17.

In making an award of attorney's fees, a court must consider the nature of the case including the novelty and complexity of the issues, the results achieved, market rates in the relevant community, the time spent and the reasonableness of that time in relation to the nature of the case, and the parties' respective abilities to pay, including liquidity of assets. No reported appellate decision has held that the amount of fees which a party has voluntarily contracted to pay to her own counsel is a factor to be considered in fixing the amount of fees that a party is to be ordered to pay on his adversary's behalf. The only case where the subject is even mentioned is *Edinburg v. Edinburg, supra*, where the court noted that the trial judge compared the payments made by the wife to her counsel with the fees incurred by the husband. 22 Mass. App. Ct. at 195 n. 9. The Appeals Court approved the trial judge's award of \$35,000 in counsel fees to the husband (\$90,000 was requested), although the wife was paying almost \$10,000 monthly to her counsel (McGrath and Kane) and the wife had in excess of \$6 million in assets, while the husband had assets of \$1,500. *Id.*, 22 Mass. App. Ct. at 194. In *Edinburg*, the judge accepted that the value of the services actually rendered by the husband's counsel exceeded the \$35,000 award, but based the award on conservative principles as required by Massachusetts law. *Id.*, 22 Mass. App. Ct. at 196.

The reasonableness of time spent in relation to the nature of the case and the reasonableness of counsel's hourly rate are the most relevant factors in making an award of attorney's fees. *Olmstead v. Murphy*, 21 Mass. App. Ct. 664, 665 (1986). In *Kane v. Kane*, *supra*, a fee award in the amount of \$15,000 was set aside as excessive, in part because the court found that several issues litigated were commonplace. In *Freitas v. Freitas*, the court approved an award to the wife of one-third of the amount of counsel fees she had requested [\$29,919 requested, \$9,000 allowed], in part on the ground the case presented no novel issues. *Id.*, 26 Mass. App. Ct. at 201.

The wife claims that she has already incurred legal fees totaling \$72,000. She is asking the court to order the husband to pay the entire amount (he has already paid \$15,750), but she has presented no evidence which would permit this court to make the required evaluation of the reasonableness of those fees. The live issues presented in this case -- whether alimony should be awarded and how the parties' very substantial tax indebtedness should be apportioned between them³ -- are not complicated and cannot justify the award of any further legal fees to the wife, based on conservative principles as required by Massachusetts law. The wife chooses to work full-time in an international not-for-profit organization as an unpaid volunteer. The husband's position, which will be supported by expert testimony, is that the wife is capable of gainful employment and so should have employment income imputed to her. The wife should be expected to require no discovery and little preparation to defend her view that the husband should

³No children were born of the marriage, and there is no custody issue in this case. The wife incorrectly cites c. 208, §19, which concerns custody of children, as grounds for her motion for attorney's fees.

be required to continue to fund her volunteer work.

The remaining live issue is the property division. The principal assets of the marital estate are the parties' Four Seasons condominium (with an equity in the \$200,000 range), where the wife is currently living, and the husband's retirement plan through his employment (valued at about \$427,000). The value of the marital estate is seriously diminished by the parties' substantial tax indebtedness, now totaling about \$500,000. The only asset which can be offered to the IRS in an attempt to compromise the tax indebtedness is the equity in the marital home. The parties have agreed that the Four Seasons condominium shall be sold, but disagree regarding how the tax debt should be apportioned between them. The wife's position is that the husband should be required to shoulder sole responsibility for the tax indebtedness, because the taxes are owed on income he earned. The husband's position is that the wife should share in the liability, as she shared in the upper-class lifestyle that was funded by underpayment of their taxes.

Realistically the marital estate in this case, net of the parties' tax liabilities, consists of the husband's employment retirement account, a sum of which he accumulated before he married the wife. This is a case where there is no justification for the kinds of legal fees the wife is incurring. *A fortiori*, there can be no justification for expecting the husband to pay them. The court cautioned in *Olmstead v. Murphy, supra*, that "some gauging of the amount of discovery in relation to the amount being pursued may be expected of lawyers. That an adversary will pay the bill is not an occasion for letting the meter run." *Id.* at 668.

The wife's suggestion that she requires substantial legal fees to deal with the tax issues in this case is nonsense. The husband has employed lawyers and accountants to handle negotiations with the tax authorities. The wife has done nothing. The suggestion that the husband's attorneys and accountants have not been forthcoming with information is also nonsense. There has been little information to share, as the husband's representatives cannot approach IRS to negotiate a compromise without some cash to put on the table. The only possible source of cash is the parties' Four Seasons condo, which the wife has agreed to sell but only on condition that the proceeds will not be applied to the tax debt, which is an impossible condition.

Thus, the wife has placed the parties in a catch-22 situation. The husband cannot resolve their tax problems without a sale of the Four Seasons condominium, and the wife refuses to cooperate in a sale if the proceeds will be used to pay the tax debt. This case doesn't need more attorney's fees, it needs to be tried, in order that a court can determine how the tax indebtedness should be apportioned and how the proceeds of the sale of the Four Seasons should be applied to that debt.

There is no need for expert appraisers in this case. The parties have agreed that the Four Seasons condominium is to be sold. The husband's condominium in Princeton was purchased in August, 2002. The purchase price is reasonably treated as the fair market value. The parties can be expected to agree upon an in-kind division of personalty.

The wife is much better able to pay her attorney's fees than the husband is. Both parties

must make payments from their income, as neither party has any liquid assets. The wife has chosen to work without pay and to live off of her very substantial alimony of almost \$3,000 weekly. In addition to alimony, the husband contributes \$523 weekly to payment of the mortgage and real estate taxes on the marital home, where the wife is living, bringing his weekly support of the wife to \$3,430.57 (\$178,389.72 annually). The wife inflates her weekly expenses in order that her expenses equal her net weekly income by listing food costs of \$200 weekly, phone costs of a whopping \$291 weekly⁴, cab costs of \$75 weekly (on top of car expenses totaling \$243 weekly), hairdresser expenses of \$100 weekly, and charitable donations and gifts in excess of \$100 weekly. The husband's net weekly income of \$4,917.69 is barely sufficient to cover his court-ordered support payments plus his own housing expenses, as follows:

| | |
|--|-----------------|
| Husband's net weekly income | 4,908.38 |
| Alimony to wife (court-ordered) | - 2,906.98 |
| mortgage on marital home (court-ordered) | - 453.82 |
| taxes on marital home (court-ordered) | - 69.77 |
| child support (unrelated paternity suit) (court-ordered) | - 750.00 |
| taxes on husband's home | - 192.87 |
| condo fees on husband's home | <u>- 325.58</u> |
| Balance remaining | \$ 209.36 |

This means that the husband has \$209.36 left to meet his own expenses, as well as those of his college-age son of his first marriage.

The husband already pays the wife nearly 70% of his net income. If the wife has paid her attorneys nothing, despite her superior ability to pay, while the husband has managed to stay

⁴The wife justifies a phone bill of \$1,250 monthly by stating that her family is outside of Massachusetts -- in other states and Ethiopia.

reasonably current with his bill. The fact that the husband has managed to stay more current with his much more reasonable attorney fees than the wife has is not grounds to compel the husband to pay her bill.

CONCLUSION

The wife has failed to sustain her burden to make an adequate showing to justify a further allowance of attorney's fees, as appraised by strictly conservative principles, nor has she demonstrated that the husband has an ability superior to her own ability to pay her fees. The wife's motion for a further allowance of fees should be denied.

Respectfully submitted,

CORNEL R. WEST

By his attorneys,
WHITE, INKER, ARONSON, P.C.



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COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

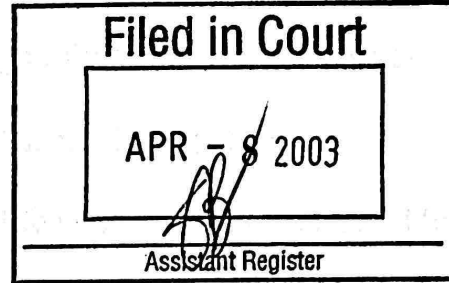
SUFFOLK DIVISION

DOCKET NO. 01D1992DV1

ELLENI GEBRE AMLAK WEST
Plaintiff

v.

CORNEL R. WEST
Defendant



STATUS MEMORANDUM OF THE PLAINTIFF,
ELLENI GEBRE AMLAK WEST

This Status Conference Memorandum is filed on behalf of ELLENI GEBRE AMLAK WEST (hereinafter "Mrs. West") in connection with the Complaint for Divorce she has filed against CORNEL R. WEST (hereinafter "Dr. West").

BRIEF FACTUAL SUMMARY

The West's marriage was a traditional marriage of almost thirteen years in which Dr. West has always been, and continues to be the sole wage earner. Mrs. West was primarily the homemaker for the family, in addition to supporting Dr. West as he advanced in his career. Prior to their marriage, Mrs. West was employed as a counselor for autistic adults by the State of Maryland and was planning on pursuing her graduate degree. However, at Dr. West's request, Mrs. West left her employment and abandoned

her plans to attend graduate school to give her the flexibility to travel with Dr. West as his career dictated. As a result of her role in the marriage, Mrs. West has had little opportunity for acquisition of income and capital assets. Ms. West has been out of the work force for well over a decade and, as such, is unable to support herself. Moreover, her employment with the African AIDS Initiative, though of vital importance, is not salaried employment and is unlikely to ever result in substantial compensation.

At some point, Dr. West began leading a secret life which was characterized by numerous infidelities and extraordinarily uncontrolled spending, substantially depleting the marital estate and leaving the parties finances in complete disarray. The attached chart reflects an estimate of over \$950,000 in wasted or hidden income of Dr. West from 1997 through 1992. For unknown reasons, Dr. West has failed to pay income tax for the past several years, amounting to a tax liability of over \$462,000. Obviously, the money Dr. West wasted or hid over the past six years was more than enough to pay his income taxes with almost a half a million dollars left over.

In addition to his failure to pay income taxes, Dr. West also failed to pay the property taxes on the marital home. Upon information and belief, the parties outstanding property tax liability is approximately \$15,687 which the parties have begun paying off in monthly installments. Obviously, should the marital home be sold prior to the payoff of this debt, it will be paid out of any equity in the property. For the reasons set forth above

regarding Dr. West's outstanding income tax liabilities, he should remain responsible for this property tax liability as well.

OUTSTANDING ISSUES AND SETTLEMENT POSITIONS

Equitable Division of the Marital Estate and Liabilities

As the parties have been married for almost thirteen years, Dr. West has always been, and continues to be the sole wage earner of the family, and Ms. West's inability to accumulate future assets due to the sacrifices she made to assist Dr. West in advancing in his career, an equal division of marital assets constitutes an equitable division of the marital estate. The value of the marital estate, including the equity in the marital home, the property recently purchased by Dr. West in New Jersey, Dr. West's retirement, the parties' bank accounts and personal property is estimated to be in excess of \$1,000,000.

The following reflects a summary of the marital estate:

| <u>ASSET</u> | <u>VALUE/EQUITY</u> | <u>DATE OF VALUE</u> |
|--------------------------|---------------------|---|
| Personalty-4 Seasons | \$ 26,180.00 | 3/21/03 |
| Personalty-Princeton, NJ | \$ 26,180.00 | unvalued-estimated |
| Unit 1010, Four Seasons | \$ 338,216.20 | 3/25/03 - value 3/7/03-mortg. balances as per husband's f.s. <i>(value=\$1,150,000 minus 1st mortg.=\$470,195.83 2nd mortg.=\$320,000 est. broker's comm of 6%=\$21,588)</i> |
| 63 Governors Lane, NJ | \$ 138,887.00 | 3/7/03-as per husband's f.s. <i>(value=\$625,000 mortg.=\$416,670 2/3 interest in the property)</i> |
| 1989 Cadillac | \$ 2,325.00 | 3/7/03-as per husband's f.s. |

| | | |
|--|----------------|--|
| 1993 Mercedes | \$ 13,495.00 | as per Blue Book |
| Cambridge Trust checking (in name of husband) | \$ 1,432.42 | 2/13/03-as per husband's f.s. of 3/7/03 |
| Fleet Bank Savings (in name of husband) | \$ 9,653.43 | 1/24/03-as per husband's f.s. of 3/7/03 |
| Bank of New York Savings (in name of husband) | \$ 35,237.10 | 1/31/03- as per husband's f.s. of 3/7/03 |
| TIAA-CREF defined benefit plan | \$ 440,816.06 | 12/31/02- as per husband's f.s. of 3/7/03 |
| Sovereign Bank checking (in name of Wife) | \$ 1,205.00 | 3/03-as per wife's f.s. of 3/7/03 |
| Sovereign Bank savings (in name of Wife) | \$ 15,954.00 | as of 4/03 |
| TOTAL ASSETS | \$1,049,581.12 | |

Mrs. West's equitable share of the marital estate, therefore, is at least \$500,000.

In addition, counsel has discovered that Dr. West has hidden or wasted over \$950,000 of his disposable income over the past six years. Dr. West had several affairs during the course of the marriage, many of which he funded through his income and at least one of which produced a child for whom he is now paying support pursuant to a Temporary Order on a pending Complaint for Paternity. During the course of this litigation, Mrs. West learned that, while he was spending his money to finance his extramarital affairs, Dr. West had failed to pay his federal and state income taxes for the past several years, resulting in current tax liabilities exceeding \$462,000. The amount of income that Dr. West has hidden or wasted over just the past six years far exceeds Dr.

West's outstanding tax liability of over \$462,000 and, therefore, it is clearly equitable that Dr. West be held accountable for this liability. Moreover, Mrs. West should not bear the loss of the remaining \$488,000, particularly in consideration of the fact that the over \$950,000,000 in wasted or hidden income only takes into account the past six years.

There is no telling how many hundreds of thousands of dollars Dr. West hid or wasted in the years prior to 1997. Therefore, Mrs. West is entitled to half of the remaining \$488,000 in hidden or wasted assets.

Alimony

Mrs. West abandoned her plans to continue her education to marry Dr. West, travel with him and assist him in advancing in his career. Dr. West is a successful professor, author, speaker and recording artist and presently earns over \$525,000 per year based on his most recent financial statement. Mrs. West has been out of the work force for well over a decade and has minimal skills. Even if the court were to attribute income to Mrs. West, under the facts of this case it would be unreasonable to attribute any more than an annual income of \$25,000 per year, which far exceeds any income she ever earned during this thirteen year marriage. Moreover, Mrs. West is the President and CEO of the African AIDS Initiative, a non-profit organization which she founded in 1998 which was established to help African women and children suffering from AIDS/HIV. Mrs. West began this endeavor with Dr. West's support and encouragement and she is

now a vital part of this organization. The parties always understood that Mrs. West would receive little or no compensation for her work.


Based on the aforementioned factors, Dr. West should pay alimony to Mrs. West for her life or until she remarries. Dr. West's position is that Mrs. West is entitled to alimony for a very short period of time, approximately 5-8 years, which is not even as long as the duration of the parties' marriage.

Position on Settlement

Counsel for both parties recently met to discuss a possible settlement of this case. It appears that counsel may be close to reaching an agreement as to an equitable division of the marital estate, liabilities and the appropriate amount of support to be paid by Dr. West to Mrs. West. Given the facts of this case, it is Mrs. West's position that Dr. West should continue to pay her alimony until either party's death or her remarriage, absent a material change in circumstances. Counsel would greatly appreciate this Honorable Court's input on the issue of the appropriate length of time that Dr. West should be obligated to pay alimony to Mrs. West.

Dated: April 8, 2003

Respectfully submitted,
ELLENI GEBRE AMLAK WEST
by her attorney



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Boston, MA 02110
(617) 345-3000

HIDDEN OR WASTED INCOME OF CORNEL WEST 1997 - PRESENT

| <u>Year</u> | <u>Gross Income</u> | <u>Taxes</u> | <u>Disposable Income</u> (after taxes) | <u>Family Expenses</u> | <u>Hidden/Wasted Money</u> |
|---------------|----------------------------|----------------------------|---|---------------------------|----------------------------|
| 1997 | \$630,534.00 ¹ | \$222,887.00 ² | \$407,647.00 | \$194,977.00 ³ | \$212,670.00 |
| 1998 | \$704,474.00 | \$282,646.00 ⁴ | \$421,828.00 | \$194,977.00 | \$226,851.00 |
| 1999 | \$503,148.00 ⁵ | \$201,259.00 ⁶ | \$301,889.00 | \$194,977.00 | \$106,912.00 |
| 2000 | \$477,763.00 ⁷ | \$176,684.00 ⁸ | \$301,079.00 | \$194,977.00 | \$106,102.00 |
| 2001 | \$521,251.00 | \$208,500.00 ⁹ | \$312,751.00 | \$194,977.00 | \$176,749.00 |
| 2002 | \$526,547.00 ¹⁰ | \$210,619.00 ¹¹ | \$315,928.00 | \$194,977.00 | \$120,951.00 |
| Total: | | | | | \$950,235.00 |

In addition to \$950,235 unaccounted for, Husband has failed to pay over \$400,000 in taxes in those years.

¹ Does not reflect loan of \$200,000 dated 4/28/97 indicated by sub-records of American Program Bureau dated 9/5/02.

² Calculated by adding federal tax from Form 1040 line 56 (\$185,508) to state tax from form 1 line 28 (\$37,379).

³ Wife's pre-tax needs calculated from financial statement dated 7/8/02 (\$154,977) plus \$50,000.

⁴ Calculated by adding federal tax from Form 1040 line 56 (\$241,608) to state tax from form 1 line 28 (\$41,038).

⁵ Does not reflect loan of \$200,000 dated 7/12/99 indicated by sub-records of American Program Bureau dated 9/5/02.

⁶ Calculated by applying a 40% blended rate to gross earnings.

⁷ Does not reflect loan of \$160,000 dated 9/1/00 indicated by sub-records of American Program Bureau dated 9/5/02.

⁸ Calculated by adding federal tax from Form 1040 line 56 (\$147,069) to state tax from form 1 line 28 (\$29,615).

⁹ Calculated by applying a 40% blended rate to gross earnings.

¹⁰ Calculated by multiplying the \$10,125.90 gross weekly earnings reported on Husband's most recent financial statement by 52 weeks.

¹¹ Calculated by applying a 40% blended rate to gross earnings.

SEPARATION AGREEMENT

CCB

HAF

AGREEMENT made this 29th day of April, 2003, by and between ELLENI GEBRE AMLAK WEST (hereinafter referred to as Wife) and, CORNEL R. WEST (hereinafter referred to as Husband). All references to "parties" herein shall mean the above-mentioned Husband and Wife.

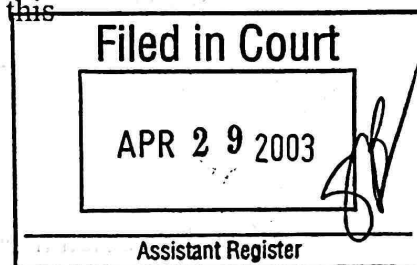
STATEMENT OF FACTS

The Husband and Wife were married in Rockville, Maryland on October 16, 1990 and last lived together in Boston, MA on August 18, 2000. There have been no children born of the marriage. The Wife filed a Complaint for Divorce in the Suffolk County Probate & Family Court as Docket No. 01D1992DV1.

The Husband and Wife desire to terminate their marital relationship, have now entered into an Agreement, and are filing said Agreement. The Husband and Wife have each had the opportunity to seek independent legal advice from counsel of his or her own selection, each fully understands the facts, has been fully informed of his or her legal rights and liabilities, and each signs this Agreement freely and voluntarily.

This Agreement is made in order to settle and determine:

- a. The property rights of each of the parties;
- b. Whether and to what extent all or any part of the estate of the Husband or Wife should be assigned to the other in consideration of the provisions of M.G.L. c.208, sec. 34;
- c. All other rights and obligations arising from the marital relationship;



ccw & cw

d. All other matters which should be settled in view of the existing divorce complaint.

NOW THEREFORE, in consideration of the mutual promises, agreements and covenants hereinafter contained, the Husband and Wife mutually agree as follows:

I. SEPARATE STATUS

A. From the date hereof, the Husband and Wife may continue to live separate and apart from each other for the rest of their lives, as fully as if sole and unmarried, and free from the authority of, or interference by, the other.

B. The Husband and Wife each warrant, represent, and agree that they will not hereafter contract or incur any debt, charge, or liability whatsoever, in the name of the other or for which the other, his or her legal representatives or his or her property or estate will or may become liable. The Husband and Wife each further covenant at all times to hold the other free, harmless and indemnified from and against all debts, charges or liabilities hereafter contracted or incurred by him or her in breach of the provisions of this paragraph and from any and all attorney's fees, costs and expenses incurred by the other as a result of any such breach.

II. MUTUAL RELEASE

Except as otherwise herein provided, the Husband and Wife each hereby release and forever discharge the other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and equity, which either of them has ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause or thing up to the date of this Agreement, including, but not limited to, claims against the property of the other, it being the intention of the parties that henceforth there shall exist

as between them only such rights and obligations as are specifically provided for in this Agreement and in any Judgment entered on the Complaint for Divorce. Whenever called upon to do so by the other party, each party shall forthwith execute, acknowledge and deliver to or for the other party, without consideration, any and all deeds, waivers, assignments, bills of sale or other instruments that may be necessary or convenient to carry out the provisions of any portion of this Agreement, or that may be required to enable the other party to sell, encumber, hypothecate or otherwise dispose of the property now or hereafter owned or acquired by such other party.

III. WAIVER OF ESTATE CLAIM

A. Except as provided herein, the Wife and Husband each hereby waive any right at law or in equity to elect rights of dower, or curtesy, and hereby waive, renounce and relinquish unto the other, their respective heirs, executors, administrators and assigns forever, all and every interest of any kind or character which either may now have or may hereafter acquire in or to any real or personal property of the other.

B. Except as provided herein, the Wife and Husband shall each have the right to dispose of her or his property by Will, or otherwise, in such manner as each may, in her or his discretion, deem proper; and neither one will claim any interest in the estate of the other, except to enforce any obligation imposed by this Agreement.

C. It is the intention of the parties that their respective estate shall be administered as though no marriage between them had ever existed. Each party waives, renounces and disclaims all bequests or other testamentary dispositions that the other has made for him or her in any will or codicil executed before the date of this Agreement.

IV. ENTIRE AGREEMENT

A. The Husband and Wife agree that, in executing this Agreement, there have not been made, and that they have not relied upon any promises, warranties or representations except as are expressly contained herein.

B. The Husband and Wife agree to accept the provisions set forth in this Agreement in full satisfaction and discharge of all claims, past, present and future, which either party may have against the other, and which in any way arises out of the marital relationship, and claims to include the assignment of property.

V. EXHIBITS

There are annexed hereto and hereby made a part hereof Exhibits A through G. The Husband and the Wife agree to be bound by, and to perform and carry out all of the terms of the said Exhibits to the same extent as if each said Exhibit was fully set forth in the text of this Agreement.

VI. SURVIVAL OF AGREEMENT AFTER DIVORCE

At any hearing on the divorce complaint, a copy of this Agreement shall be submitted to the Suffolk Probate and Family Court and shall be incorporated in the Judgment of Divorce with the request that all provisions relating to alimony (as set forth in Exhibit A hereof), life insurance (as set forth in Exhibit F hereof) and health insurance (as set forth in Exhibit C hereof) shall merge with the Judgement Nisi and all provisions relating to property division (as set forth in Exhibit B hereof) and taxes (as set forth in Exhibit E hereof) shall be incorporated, but not merged, and shall survive the Judgment Nisi and be forever

binding upon the Husband and Wife and their heirs, executors, administrators and assigns, retaining independent significance as a contract between the parties.

In the event of litigation between the parties concerning this Agreement or any term or condition hereof or any default hereunder, the prevailing party in such litigation shall be entitled to receive reasonable attorney's fees and costs as fixed by the Court from the other party.

VII. ENFORCEMENT OF AGREEMENT

If any judgment should be sought or entered with respect division of property pursuant to General Laws Ch. 208, Section 34, neither party will seek to have such judgment or any modification of such judgment provide for property transfers different in any way from those provided for in this Agreement. No judgment or modification of such judgment shall be in substitution for the contractual obligations of this Agreement. In the event of default by either party, the other party shall have the right to enforce the contractual obligations of this Agreement of the provisions of such judgment or both, but relief in no event shall be duplicated.

VIII. STRICT PERFORMANCE

The failure of the Husband or of the Wife to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such term or terms for the future, and such terms shall nevertheless continue in full force and effect.

IX. VALIDITY

In the event any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole Agreement but the remaining provisions of this Agreement shall

continue to reflect fairly the intent and understanding of the parties in executing this Agreement.

X. MODIFICATION

The Husband and the Wife agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement or as permitted by a Court of competent jurisdiction.

XI. DEATH

A. During the Nisi Period: For all purposes of this Agreement, including by not limited to Article III. Waiver of Estate Claim hereof, in the event that either the Husband, the Wife, or both die following the execution of this Agreement, but prior to the entry of divorce absolute, the parties intend that this Agreement shall be binding upon the parties, their administrators, executors and heirs, and that their estates be administered in accordance with the intention of this Agreement and the provisions set forth herein. The following provisions shall become effective upon the execution of this Agreement.

B. This Agreement shall be binding upon the estate of both parties and such estates shall be liable for any obligations set forth herein.

XII. GOVERNING LAW

This Agreement is to be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. It contains the entire agreement between the parties hereto and there are no agreements, promises, terms, conditions, or understandings, and no representations or inducements leading to the execution thereof, express or implied, other than those herein set forth. There shall be no modification of this Agreement except in writing signed by both parties. No waiver of any breach or

default of any provision of this Agreement shall be deemed a waiver of such breach or default of the same or similar nature for the future.

XIII. VOLUNTARY EXECUTION

The Husband and the Wife declare that each has had the opportunity to seek independent legal advice by counsel of his or her own selection, that each has read this Agreement and fully understands the background facts and has been fully informed of all his or her legal rights and liabilities, that after such advice and knowledge each believes the Agreement to be fair, just and reasonable, and that each signs this Agreement freely and voluntarily.

XIV. FULL DISCLOSURE

The Husband and Wife declare and acknowledge that each of them understands the position and circumstances of the other, and the terms, provisions and conditions of the within Agreement and believe its terms, provisions and conditions to be fair and to be reasonable. The parties further state that they have negotiated the terms of this Agreement directly, that each has had independent legal advice by counsel of his or her own choosing and that after consultation with their respective attorneys, after being advised fully and fairly as to all facts and circumstances herein set forth and having read this Agreement line by line, freely and fully accept the terms, conditions, and provisions hereof and enter into this Agreement voluntarily and without any coercion whatsoever. The parties further acknowledge and declare that this Agreement contains the entire agreement between the parties hereto and that there are no agreements, promises, terms, conditions, or understandings and no representations or inducements leading to the

execution hereof, expressed or implied, other than those herein set forth and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect.

Both parties acknowledge that their respective attorneys have explained to them the meaning and legal significance of the concepts "merger" and "survival" under the laws of the Commonwealth of Massachusetts, and both parties have considered the effects of the merger and survival provisions set forth herein on their respective rights and obligations under the law and under this Agreement.

The Husband and Wife represent, warrant and acknowledge that each has fully and completely described and disclosed his or her income, assets, and liabilities to the other party to the best of his or her knowledge and ability, both orally and otherwise, and by exchanging certified copies of financial statements prepared pursuant to Supplemental Probate Rule 401, copies of which are on file with the court. The Husband and Wife each warrant that neither of them is holding any undisclosed assets. Each party has carefully considered the current assets and income, financial resources, liabilities and expenses of the other and of themselves and each has executed this Agreement in reliance upon representation set forth in the financial statements.

The property referred to in this Agreement represents all the property in which either party has any interest or right, whether legal or equitable, owned in full or in part by either party, separately or by the parties jointly.

Both parties affirm that they have in negotiating this Agreement, fully disclosed to the other all of their respective incomes, assets, debts and liabilities and each further

aw J.W

represents that he/she is satisfied that full disclosure has been made, and that he/she enters into this Agreement with full knowledge of the financial affairs of the other.

The Husband and Wife have carefully considered the age, health, educational background and/or training, future projected income, financial resources, liabilities and expenses of the other and of themselves, and the within Agreement is executed based on full and complete consideration of each and every factor, as well as those considered under G.L. c 208, Section 34. The Husband and Wife represent to one another that neither has any physical or mental conditions, which in any way impairs his or her ability to comprehend the full meaning and import of all provisions of this Agreement.

XV. BREACH

If either the Husband or Wife shall commit a material breach of any of the provisions of this Agreement and the institution of legal action by the other party is reasonably required to secure any rights or remedies relating to such provisions, the party in material breach, as may be determined by a court of competent jurisdiction, shall be liable for all court costs and reasonable counsel fees incurred by the other party in instituting and prosecuting such action, or part thereof for which the material breach was found.

XVI. NOTICES

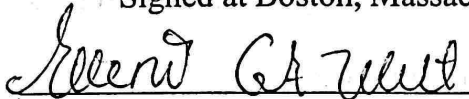
The Husband and Wife shall keep each other fully informed as to where any notices, demands, or other communication called for or provided for in this Agreement shall be given. Until notification in writing of change of address, all such notices, demands and other communications shall be deemed duly given when mailed, postage prepaid, to the Husband, through his attorneys, Monroe Inker, Esq. and Amy Blake of

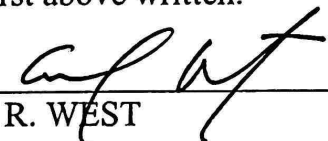
White, Inker, Aronson, P.C., One Washington Mall, Boston, Massachusetts, 02108 and to the Wife, through her attorneys, Nancy Van Tine, Esq. and Barbra I. Black, Esq. of Burns & Levinson, LLP, 125 Summer Street, Boston, Massachusetts 02110.

XVII. EXECUTION

This Agreement is executed in five (5) counterparts, each of which shall be deemed to be an original.

Signed at Boston, Massachusetts on the day and year first above written.

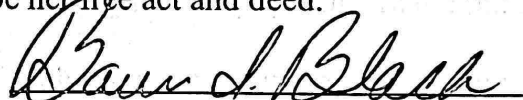

ELLENI GEBRE AMLAK WEST


CORNEL R. WEST

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. Dated: April 29, 2003

Then personally appeared before me the above named ELLENI GEBRE AMLAK WEST and acknowledged the foregoing to be her free act and deed.


Notary Public: Barbra I. Black
My commission expires: 5/22/03

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss Dated: April 29, 2003

Then personally appeared before me the above named CORNEL R. WEST and acknowledged the foregoing to be his free act and deed.

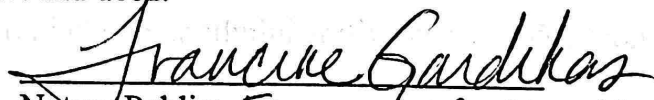

Notary Public: FRANCINE GARDIKAS
My commission expires: 3/28/08

EXHIBIT A
ALIMONY

1. The Husband shall pay directly to the Wife the sum of \$12,500 each month as alimony for her support commencing on May 15, 2003 and on the 15th of each month thereafter.

2. Payments under paragraph 1 of this Exhibit shall terminate upon the earliest to occur of the following:

a. Death of either the Husband or the Wife;

b. Remarriage of the Wife; or

c. October 16, 2015.

3. The amount of the alimony payments set forth in this Exhibit has been determined on the basis of currently prevailing federal and state income tax laws, rules and regulations, with the intention and understanding that all payments made pursuant to the above paragraphs of this Exhibit qualify as alimony payments for income tax purposes, as those terms are defined in Section 71 and any other applicable section of the United States Internal Revenue Code as amended and M.G.L. c. 62 as amended, each as in effect as of the date of the execution of this Agreement. Accordingly, such alimony payments shall be deductible to the Husband and taxable to the Wife. In the event of any change in the rules, rulings, or regulations of the Internal Revenue Service, or in the event of any subsequent statutory amendment, judicial or administrative order or decision contrary to this result, the amount payable pursuant to this provision shall be adjusted to reflect the intent of and understanding expressed in this Exhibit.

EXHIBIT B
DIVISION OF PROPERTY

The conveyances, transfers and payments described in this Exhibit are not contingent upon any event other than the execution of this Agreement and do not qualify as alimony as that term is defined by applicable sections, including section 71 of the United States Internal Revenue Code, as amended, and M.G.L. c. 52, as amended, each as in effect as of the date of the execution of this Agreement. Therefore, the parties agree that these transfers and payments shall neither be deductible by the Husband nor taxable to the Wife, as income, for federal and state income tax purposes. The Husband and Wife own real estate, personal property, bank accounts and other marital assets as reflected on their respective financial statements. Each party agrees to execute any and all documents necessary to effectuate the terms of this Exhibit and the transfers, conveyances and payments required by said terms. In exchange for the mutual covenants contained in this Agreement, the parties agree to the following division of assets:

1. **Real Property:**

A. The parties own property at 220 Boylston Street, Unit 1010, Boston, Suffolk County, Massachusetts (the former marital home) as tenants by the entirety, the title to which is recorded at the Suffolk County Registry of Deeds. In consideration of the property division set forth in this agreement, the Husband shall retain said real property as his sole and exclusive property. The Wife agrees to forthwith execute a Deed transferring all of her right, title and interest to said property to the Husband, which deed shall be prepared by Husband's attorney and held in escrow by Husband's counsel until the property is sold.

Except as specified herein, from and after the date of the execution of this agreement, the Husband shall be responsible for due and timely payment of the mortgage, condominium fees, property taxes, and all other charges associated with this property. The Husband shall hold the Wife harmless from and indemnify her against any loss, injury, or damage arising from or in connection with this property.

The parties acknowledge that there is presently an arrearage on the property taxes relating to the property located at 220 Boylston Street, Unit 1010, Boston, MA which has been paid by Washington Mutual. This deficiency is owed to Washington Mutual. The Husband shall be responsible for any and all property tax arrearage/deficiency and shall hold the Wife harmless from and indemnify her against any liability relative to same.

B. The parties agree that the Wife shall be entitled to exclusive use and occupancy of the property located at 220 Boylston Street, Unit 1010, Boston, MA until May 31, 2003. The Wife shall only be responsible to pay the condominium fee for the month of May in the amount of \$1,584.11 and the taxes in the amount of \$2,146.94 for the month of May, both as payment for her use and occupancy for said month.

C. The parties acknowledge that the Husband owns property at 63 Governor's Lane, Princeton, NJ. The Husband shall be entitled to retain said property as his sole property and the Wife relinquishes any interest she may have in same. The Husband hereby indemnifies the Wife with respect to any and all expenses or obligations arising out of said property.

D. In consideration of the property division set forth herein, the Husband shall pay the Wife the sum of \$150,000 as follows:

\$50,000 on or before May 1, 2003

\$50,000 on or before June 15, 2003

\$50,000 on or before November 1, 2003

2. **Bank Accounts:** Each party shall retain all right, title and interest to any and all bank accounts standing in his or her name, including but not limited to, checking accounts, savings accounts, money market accounts and brokerage accounts. Each relinquishes any right, title and interest that he or she may have in the other's accounts.

3. **Retirement Accounts:** The Husband shall, within 60 days from the execution of this agreement, transfer to the Wife via Qualified Domestic Relations Order the sum of \$275,000 from his Defined Benefit Plan with TIAA CREF. The parties shall equally share the cost of the preparation of said QDRO and shall cooperate to effectuate same within 60 days of the execution of this Agreement.

4. **Personal Property:** The Wife shall be entitled to retain all personal property in her possession or located within the marital home, including her clothing, jewelry and fur coat(s) and the Husband hereby relinquishes any and all interest he has in said personal property. The Husband shall be entitled to retain all personal property in his possession or located within his home in New Jersey and the Wife hereby relinquishes any and all interest she has in said personal property

5. **Automobiles:** The Wife shall retain all right, title and interest in the Mercedes. The Husband shall execute any and all documents to ensure that title to said vehicle is transferred into the Wife's name. The Husband shall retain all right, title and interest in the Cadillac. The Wife shall execute any and all documents to ensure that title to said vehicle is transferred into the Husband's name.

cw J.W

EXHIBIT C
HEALTH INSURANCE

1. The Husband shall maintain in full force and effect health insurance for the benefit of the Wife for as long as she is eligible. In the event that the Wife becomes ineligible for coverage under his current health insurance plan, the Wife shall have the right, pursuant to Massachusetts General Laws chapter 175 and other applicable law, to continue to receive benefits as are available, including by rider to the existing policy or conversion to an individual policy, at her own cost. The Husband shall cooperate with the Wife in making the necessary arrangements for, and shall execute any documents necessary to effectuate, the continuation of said coverage. In addition to any obligation imposed by applicable law upon the insurer to notify the wife of cancellation of coverage, the Husband shall forthwith notify the Wife as soon as he becomes aware of any circumstances which would affect her eligibility for, the availability of, or the nature of her continued health insurance coverage.

2. Each party shall be solely responsible for all his or her own uninsured medical, dental, hospital, pharmaceutical, counseling, psychiatric, psychological, or other types of health care expenses.

3. The parties agree that they will promptly fill out, execute and deliver to the other party all forms and provide all information in connection with any application they may make for reimbursement of medical, dental, and drug expenses under any insurance policies which they may have. If either party shall have advance moneys for said expenses which are covered by insurance and for which a recovery is made for insurance claims filed for said expenses, the payment made by the insurance carrier shall belong to

the party so advancing said moneys and any checks or drafts or proceeds thereof from the insurance carrier shall be promptly turned over to the party advancing said moneys.

aw J.W

EXHIBIT D
ATTORNEY'S FEES

Each party shall pay the fees and expenses of his or her counsel incurred in connection with the negotiation of this Agreement and any services incident to an action of divorce between the parties.

Pursuant to a Temporary Order of the Court (Stahlin, J.) dated April 8, 2003 the Husband shall be responsible to pay the expert fees incurred by the Wife for the two experts retained by her up to but not to exceed \$5,000 per expert. Wife's counsel shall forward a copy of each expert's final bill to Husband's counsel within 10 days and Husband shall reimburse Wife within 30 days of receipt of said bills by his counsel.

EXHIBIT E
TAXES AND TAX INDEMNIFICATION

1. The parties acknowledge that there is presently a substantial outstanding income tax liability owed to both the Internal Revenue Service and the Massachusetts Department of Revenue. The Husband acknowledges that as between them no part of such liability is the legal or equitable responsibility of the Wife. The Husband shall indemnify, protect, defend, and hold the Wife harmless from all loss, damage, liability, claim or other harm or threat of harm arising now or at any time in the future as a result of tax liabilities with respect to tax years and periods through December 31, 2002, regardless of when such loss or damage occurs or such liability or claim accrues or is asserted, including without limiting the foregoing to attorney's fees and disbursements paid or incurred with respect to such loss, damage, liability, claim or other harm or threat of harm. This indemnification shall survive the Judgment of Divorce and be forever binding upon the Husband and his heirs, executors, administrators and assigns, retaining independent significance as a contract between the parties. The Husband, and his successors, shall be responsible to pay all costs and expenses incurred by the Wife to enforce the provisions of this indemnification, including without limitation, attorneys and litigation expenses.

2. The parties acknowledge that there is presently an outstanding property tax arrearage/deficiency associated with the marital home at 220 Boylston Street, Unit 1010, Boston, MA. The Husband acknowledges that as between them no part of such liability shall be the legal or equitable responsibility of the Wife. The Husband shall indemnify, protect, defend, and hold the Wife harmless from all loss, damage, liability, claim or other harm or threat of harm arising now or at any time in the future as a result

cw J-W

of any property tax liabilities through the end of the fiscal year June 30, 2003, regardless of when such loss or damage occurs or such liability or claim accrues or is asserted, including without limiting the foregoing to attorney's fees and disbursements paid or incurred with respect to such loss, damage, liability, claim or other harm or threat of harm. This indemnification shall survive the Judgment of Divorce and be forever binding upon the Husband and his heirs, executors, administrators and assigns, retaining independent significance as a contract between the parties. The Husband, and his successors, shall be responsible to pay all costs and expenses incurred by the Wife to enforce the provisions of this indemnification, including without limitation, attorneys and litigation expenses.

3. The Husband shall in all respects indemnify the Wife against, and hold her harmless from, any deficiency assessment or tax lien arising out of any error or omission caused by him on any joint return hereafter filed by the parties, as well as any damages and expenses whatsoever in connection therewith, but nothing contained herein shall require the Wife to join with the Husband in any joint return for any year ended on a date on which the Husband and Wife were married to each other.

4. The parties shall file separate tax returns for the year 2003 and every year thereafter.

5. The Wife shall cooperate, as needed, with the Husband in any effort he makes to submit an offer in compromise to the taxing authority for taxes due through and including December 31, 2002. Said cooperation shall include, but not be limited to, signing of documents; provided nothing contained herein shall require the Wife to execute any document which will render her liable for any tax or addition thereto for

which she was not otherwise liable. The Husband shall cooperate as needed with the Wife in the event the Wife is involved in an audit with respect to income taxes for any year for which a joint return was filed.

Law J. 2/21

EXHIBIT F
DEBT

Each party shall be responsible for any and all debt standing in his/her name.

The Husband represents that he has paid Wife's uninsured medical expenses incurred as a result of the medical treatment the Wife previously received in New York and for which the Husband previously agreed to be responsible. To the extent that said uninsured medical expenses remain outstanding, the Husband agrees to be responsible to pay same.

The Wife shall be solely responsible for the debt owed to her brother and sister as set forth on her financial statement and she shall forever indemnify, protect, defend, and hold the Husband harmless, and hereby waives any claim for contribution against the Husband, in connection with said debt.

aw J.W

EXHIBIT G
LIFE INSURANCE

1. The Husband shall continue to maintain through his employment, so long as it is available to him, an insurance policy on his life, having a net claim value of twice his salary (presently estimated to be \$480,000), the proceeds of which shall be payable to the Wife; provided, however, that the Husband shall only be obligated to maintain said policy in accordance with the terms of this Section for as long as he is obligated to make alimony payments to the Wife. The Wife shall have a lien against the Husband's estate in the amount of ~~\$490,000~~ ^{cw \$480,000 J.W.} including attorneys fees and costs of collection if the above referenced life insurance policy is not in full force and effect at the time of the Husband's death.

2. The Husband shall make application forthwith for a term life insurance policy on his life having a net claim value of \$250,000.00, the proceeds of which shall be payable to the Wife; provided, however, that the Husband shall only be obligated to obtain said policy in the event that the cost of same does not exceed \$2,000 per year. In the event that the cost of said additional policy shall exceed \$2,000, or if for some other legitimate reason including but not limited to health the Husband is unable to obtain an additional insurance policy on his life, the Wife shall have a lien against the Husband's estate in the amount of \$250,000 in lieu of said policy. The Husband shall only be obligated to maintain said policy in accordance with the terms of this Section for as long as he is obligated to make alimony payments to the Wife.

3. Upon the Wife's request, the husband shall provide annual documentation reflecting the amount of said policy, the beneficiary of said policy and proof that said policy is unencumbered.

3. The Husband's obligation to maintain life insurance and the Wife's right to file a lien against the Husband's estate if his life insurance is deficient shall terminate in accordance with alimony terminating in Exhibit A.

w. J. W.

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2003



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MA

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

Docket No. 01D 1992

Suffolk **Division**

Judgment of Divorce Nisi

ELLENI GEBRE AMLAK WEST, Plaintiff

of Boston in the County of Suffolk

v.

CORNEL R. WEST, Defendant

of Boston in the County of Suffolk

All persons interested having been notified in accordance with the law, and after hearing, it is adjudged nisi that a divorce from the bond of matrimony be granted the said plaintiff for the cause of irretrievable breakdown of the marriage as provided by Chapter 208, section 1B and that upon and after the expiration of ninety days from the entry of this judgment, it shall become and be absolute unless, upon the application of any person within such period, the Court shall otherwise order. It is further ordered that:

1. The separation agreement executed by the parties and approved by the Court on April 29, 2003 is approved as fair and reasonable and shall have the full force and effect of an order of this Court and is incorporated but not merged in this order and shall survive and remain as an independent contract except for those provisions related to alimony, life insurance and health insurance, which provisions shall merge and shall not survive.
2. The wife may resume her former name of ELLENI GEBRE AMLAK.

Date April 29, 2003

JEREMY A. STAHLIN
JUSTICE OF THE PROBATE AND FAMILY COURT

7-28-03

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court Department

13
V
3

Suffolk Division

Docket No. 01D1992

Complaint for Civil Contempt

Suffolk Probate & Family Court
Filed _____

ELLENI GEBRE AMLAK
(F/K/A ELLENI GEBRE
AMLAK WEST), Plaintiff

JAN 20 2004

Richard Smith
REGISTER

v.

CORNEL R. WEST, Defendant

44 Washington Street, Apt. 511

- 1) Plaintiff, Ellene Gebre Amlak of Brookline, Norfolk County, MA was the spouse of Defendant, who now resides at 63 Governors Lane, Princeton, New Jersey.
- 2) By Judgment of the Court dated April 29, 2003, Defendant was ordered:
 - to pay the Plaintiff \$50,000 on or before November 1, 2003 and said Judgment is still in force.
 - has violated the judgment by failing to pay the Plaintiff \$50,000 on or before November 1, 2003 and said sum has not been paid as of the date of the filing of this Complaint.
- 3) Wherefore, Plaintiff requests that Defendant be required to appear before this Honorable Court to show cause why said Defendant should not be adjudged in contempt of Court, that the Defendant be ordered to pay the Plaintiff's legal fees and costs incurred in bringing this contempt action and for such other relief as said Court may deem just.

Date: January 20, 2004

Name:

Barbra I. Black

Barbra I. Black

PRINT NAME

Address: Burns & Levinson, LLP

125 Summer Street, Boston, MA 02110

Complaint for Contempt

ELLENI GEBRE AMLAK
(F/K/A ELLENI GEBRE
AMLAK WEST), Plaintiff

v.

CORNEL R. WEST, Defendant

Suffolk Probate & Family Court

Filed _____

JAN 20 2004

Bill D...
REGISTER

Barbra I. Black
Signature of Attorney or Plaintiff, if pro se

Filed:

Attorney: Barbra I. Black
(Print Name)

Summons issued:

BURNS & LEVINSON, LLP - 125 Summer Street
(Street Address)

Return date:

2/20/2004
9:00 A.M.
Room 6

Boston Massachusetts 02110
(City or Town) (State) (Zip)

Telephone: (617) 345-3000

BBO #: 561058

Instructions for filling out this form:

1. Give street address, city or town and county in paragraph 1.
2. Exact dates and specific details must be set out in paragraph 3.
3. When this complaint is filled out, the attorney is to submit a completed contempt summons to the Register for further processing.
4. See G.L. c.119A, §12, concerning wage assignments.
5. If more space is required, attach 8½ x 11 sheets of white paper hand printed or typed thereon as needed.

Commonwealth of Massachusetts
The Trial Court

Division Suffolk

Probate and Family Court Department

Docket No. 01D 1992

COMPLAINT FOR

- CIVIL
- CRIMINAL

CONTEMPT

Elleni Gebre Amlak, Plaintiff v. Cornel R. West, Defendant

1. Plaintiff resides at 362 Rindge Ave Apartment 6J Cambridge Middlesex MA 02140
(Street address) (City/Town) (County) (State) (Zip)

2. Defendant resides at 63 Governors Lane Princeton Mercer NJ 08540
(Street address) (City/Town) (County) (State) (Zip)

3. By judgment order of the Court, dated April 29, 2003, defendant was ordered

to pay alimony and/or support for minor or dependent child(ren) in the sum of
\$ 12,500.00 weekly monthly

To indemnify the Plaintiff from tax liabilities for tax years through December 31, 2002;

to pay health insurance premiums for plaintiff and/or child(ren)

To maintain life insurance on his life of the amount and nature as determined by Ex. G of the parties' Agreement

and said judgment order is still in force.

4. Defendant has not obeyed that judgment order and:

is in arrears of court-ordered support payments.

there now remains due and unpaid to plaintiff the sum of \$ 486,474.70 plus such further amounts as may accrue to the date of hearing.

has violated the order on Divers dates
by Failing to maintain health insurance for the benefit of the Plaintiff and by failing to maintain life insurance in
in accordance with the terms of the parties' Separation Agreement.

5. Wherefore, plaintiff requests that defendant be required to appear before this Court to show cause why defendant should not be adjudged in contempt of Court, to compel the Defendant to immediately pay all alimony arrears currently owed, plus statutory interest accruing from the date of filing of this contempt, to compel the defendant to increase the amount of his life insurance coverage for the benefit of the plaintiff until such time as he has satisfied his alimony arrearage, to compel the Defendant to the Plaintiff's fees and costs incurred in connection with preparing and prosecuting this Complaint for Contempt, and for such other relief as the Court deems just.

Dated: November 28, 2011

Nancy R. Van Tine
(Signature of attorney of plaintiff, if pro se)

Nancy R. Van Tine
(Print name)

125 Summer Street
(Street address)

Boston
(City/Town)

MA
(State)

02110
(Zip)

Tel. No. 617-345-3000

B.B.O. # 507980

Court Date: 1/11/12

830
Dept Family
Services - 3rd floor

12/11/11 - CSM

C.J.D 108 (10/07)

Filed NOV 29 2011 MA #5

Fl. 12/11/11 #75

Suffolk Division

Docket No. Su 010-1992

Elleni Gebre Amlak v. Cornel West

AGREEMENT/STIPULATION

Filed in Court
1/11/12
8

WE counsel on behalf OF the parties
MASSACHUSETTS, HEREBY AGREE OR STIPULATE TO THE FOLLOWING:

① The hearing on Plaintiff, Elleni Gebre Amlak's ("Amlak"), Complaint for Contempt dated November 28, 2011 ("Contempt") shall be continued to March 28, 2012 (the "Contempt Hearing") due to West's unavailability (today January 11, 2012)

② The Contempt Hearing shall be a non-evidentiary hearing and Amlak's appearance at this hearing shall be waived.

③ Amlak is ~~currently~~ ^{scheduled} to travel to Africa shortly and ~~remains unavailable~~ ^{likely} will not be available to attend hearing(s) prior to April 2012 as such parties and counsel shall endeavor not to schedule any hearing(s) - excepting only the Contempt Hearing described in paragraph 1 above - during her stay in Africa.

④ Either party may submit pleadings and/or affidavits in accordance with the Massachusetts Rules of Domestic Procedure prior to the Contempt Hearing.

⑤ Neither party waives his/her right to request an evidentiary hearing in connection with the pending Contempt in the future (at a date on or after April 2012)

Date: 1/11/12

Signature: _____

[Signature]

Ronald Barriere
Attorney for Amlak

Date: 1/11/12

Signature: _____

[Signature]

Laura Gibbs
Attorney for West



The Trial Court
Probate and Family Court Department

Suffolk Division

Docket No. 010-1992


Amlak v. West

AGREEMENT/STIPULATION

~~I/WE~~ _____ OF _____
~~MASSACHUSETTS, HEREBY AGREE OR STIPULATE TO THE FOLLOWING:~~

- ⑥ The parties shall exchange signed Rule 401 Financial Statements on or before February 27, 2012.
- ⑦ The defendant, Cornel West ("West"), expects to receive a book advance from SmileyBooks in the amount of \$13,333 by the end of January or early February 2012 (the "Advance"). Within 5 days of receipt of the Advance, West shall pay 100% of the Advance to Amlak together with documentation of the amount received and date of receipt.
- ⑧ West shall pay \$10,000 to Amlak on or before Friday, January 13, 2012.
- ⑨ West shall pay \$12,500 to Amlak in the month of February. Any additional sums paid by West in February shall be applied toward West's alimony arrearage (the amount of which is currently disputed).
- ⑩ All payments described in paragraphs 7, 8 and 9 above shall be fully deductible to West and fully taxable as income to Amlak.

Date: 1/11/12

Signature: 

Date: 1/11/12

Signature: 

The Trial Court
Probate and Family Court Department

Suffolk Division

Amlak v. West

Docket No. 01D-1992

AGREEMENT/STIPULATION

I/WE _____ OF _____
MASSACHUSETTS, HEREBY AGREE OR STIPULATE TO THE FOLLOWING:

(11) The parties agree to work together through counsel to explore the possibility of a security interest for Amlak in West's "proportionate ownership share" in the equity in 63 Governor's Lane, Princeton, New Jersey, ^(the "Property") to ^{some portion of} secure any arrearage owed to her (the amount of which is currently disputed) incident to the pending Contempt.

(12) During the pendency of this Contempt, West agrees that he shall not sell, transfer or voluntarily encumber his "proportionate ownership share" in the Property without ~~first~~ first obtaining the prior written consent of Amlak.

(13) Counsel agree to submit a conformed "original" of this Stipulation with original signatures of Amlak and West with 10 days of the date hereof.

Date: 1/11/12

Signature: 

Date: 1/11/12

Signature: 

Memorandum of Understanding

~~CONFIDENTIAL - NOT FOR DISSEMINATION~~

Filed 01D 1992
3/28/2012
EB

This ^{memorandum} ~~agreement~~ made this 28th day of March, 2012, by and between Cornel R. West, of

Princeton, New Jersey ("Cornel") and Elleni Gebre Amlak of Cambridge, Massachusetts ("Elleni") *through counsel.*

WHEREAS, the parties were divorced on April 29, 2003, in the Suffolk County Probate and Family Court, Docket No. 01D-1992; and

WHEREAS, the parties entered into a Separation Agreement dated April 29, 2003 ("Separation Agreement"), which was incorporated in the Judgment of Divorce *Nisi* of the same date ("Divorce Judgment"); and

WHEREAS, the Separation Agreement made certain provisions regarding alimony (Exhibit A), health insurance (Exhibit C) and life insurance (Exhibit G); and

WHEREAS, the parties desire, by this agreement, to modify and/or terminate certain provisions of the Separation Agreement with regard to those provisions concerning alimony, health insurance and life insurance, and to fully resolve Elleni's outstanding Complaint for Contempt (dated November 28, 2011).

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, the parties agree as follows:

1. Alimony Arrearage: Within sixty (60) days of the date hereof, Cornel shall transfer to Elleni via QDRO \$ 575,000 *together with gains/losses attributable to this amount* from his 403(A) TIAA/CREF account. ~~_____~~ *between 3/28/12 and the date of transfer.*

~~_____~~
~~_____~~ The parties shall engage Attorney Diane Wittenberg to draft said QDRO and the parties shall share her fee equally. The parties shall execute promptly any

3-29-12 #84

7. Voluntary Execution: The parties acknowledge that each is entering into this agreement freely and voluntarily and without any undue influence, duress or coercion whatsoever; that each has ascertained and weighed all the facts and circumstances likely to influence his or her judgment; ^{and has been afforded an opportunity to conduct discovery} that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that they have read this agreement line by line; that all provisions hereof as well as all questions pertaining hereto have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; that they clearly understand and assent to all the provisions hereof; that this agreement is fair and reasonable in all respects; and that this agreement contains the entire understanding of the parties with respect to the matters herein set forth, and no oral statements or understandings relating to the subject matter of this agreement shall have any force or legal effect.

8. Construction: This agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is the product of the joint efforts of both parties, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this agreement.

9. Modification and Waiver: No modification or waiver of any of the terms of this agreement shall be valid unless in writing, executed by both parties and duly acknowledged and entered as an order or judgment of the Court. No waiver by a party, whether full or partial, of any default shall extend to or be taken to affect any subsequent default, or impair the rights resulting therefrom. The failure of either party to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such term or terms, in the past, present or future, and the same shall nevertheless continue in full force and effect. No delay or omission

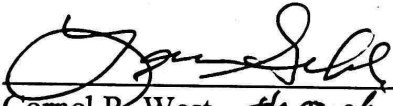
of either party to exercise any right or power arising from the other's default shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default.


10. Effect on Agreement and Judgment: Except only as expressly modified by the terms of this agreement, the Divorce Judgment and Separation Agreement shall remain in full force and effect. To the extent that any terms of this agreement and the Separation Agreement are in conflict, the provisions of this agreement shall control.

11. Status of Agreement: The parties agree to present this agreement to the Court for incorporation into a Judgment *on the Contempt. Notwithstanding, the parties agree*

and the provisions hereof shall survive and shall be enforceable as an independent contract

12. Sealed Instrument: This agreement shall take effect as a sealed instrument on the day and year first above written.


Cornel R. West through Counsel of
record Laura E. Gibbs


Elleni Gebre Amlak through Counsel of record
Ronald P. Barriere

* The terms hereof shall not be modifiable absent countervailing equities and/or an involuntary and ongoing/protracted disability.

Elleni Gebre Amlak Plaintiff

vs.

Cornel R. West Defendant

Memorandum of Understanding
AGREEMENT

~~Now comes the parties in the above entitled action and request that the following agreement be entered as an order of the court:~~

(2) Commencing April 15, 2012 and each month thereafter for a period of 35 months only, Cornel shall pay to Elleni as alimony the monthly sum of \$4,714.28. Said payments shall be fully taxable to Elleni and fully deductible to Cornel. This shall result in a total payment to Elleni of \$165,000. Said payments shall terminate upon the first to occur of: (a) 35 payments; (b) Elleni's death; (c) Cornel's death; or (d) Elleni's remarriage or cohabitation. ^{* payments made incident to} This agreement was agreed upon in contemplation of Chapter 208, Sections 48-55, and each party's Rule 401 Financial Statements including all footnotes and addendums.

* as defined under Chapter 208, Section 49 (d).

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

SUFFOLK, DIVISION

PROBATE & FAMILY COURT DEPT.
DOCKET NO. SU 01D-1992

ELLEN GEBRE AMLAK v. CORNEL R. WEST

Filed 4/25/12
EGA

AGREEMENT FOR JUDGMENT

This agreement made this 28th day of March, 2012, by and between Cornel R. West, of Princeton, New Jersey ("Cornel") and Elleni Gebre Amlak of Cambridge, Massachusetts ("Elleni").

WHEREAS, the parties were divorced on April 29, 2003, in the Suffolk County Probate and Family Court, Docket No. 01D-1992; and

WHEREAS, the parties entered into a Separation Agreement dated April 29, 2003 ("Separation Agreement"), which was incorporated in the Judgment of Divorce *Nisi* of the same date ("Divorce Judgment"); and

WHEREAS, the Separation Agreement made certain provisions regarding alimony (Exhibit A), health insurance (Exhibit C) and life insurance (Exhibit G); and

WHEREAS, the parties desire, by this agreement, to modify and/or terminate certain provisions of the Separation Agreement with regard to those provisions concerning alimony, health insurance and life insurance, and to fully resolve Elleni's outstanding Complaint for Contempt (dated November 28, 2011).

NOW, THEREFORE, in consideration of the mutual undertakings contained herein, the parties agree as follows:

CRW
CRW

EGA
EGA

1. Alimony/Arrearage: Within sixty (60) days of the date hereof, Cornel shall transfer to Elleni via QDRO \$575,000 (together with gains/losses attributable to this amount between March 28, 2012 and the date of transfer) from his 403(A) TIAA/CREF. The parties shall engage Attorney Diane Wittenberg to draft said QDRO and the parties shall share her fee equally. The parties shall execute promptly any and all documents necessary to assign to Elleni this interest in Cornel's TIAA-CREF account and shall submit all pleadings necessary to obtain a QDRO from the Suffolk Probate and Family Court in accordance with the terms hereof. This agreement, the QDRO and any court order based thereon, shall be amended or modified, if necessary, to conform to the provisions of the Plan, the Code and any regulations promulgated thereunder.

2. Commencing April 15, 2012 and each month thereafter for a period of 35 months only, Cornel shall pay to Elleni as Alimony the monthly sum of \$4,714.28. Said payments shall be fully taxable to Elleni and fully deductible to Cornel. This shall result in a total payment to Elleni of \$165,000. Said payments shall terminate upon the first to occur of: (a) 35 payments; (b) Elleni's death; (c) Cornel's death; or (d) Elleni's remarriage or cohabitation as defined under Chapter 208, Section 49(d). Payments made incident to this agreement were agreed upon in contemplation of Chapter 208, Sections 48-55, and each party's Rule 401 Financial Statements including all footnotes and addenda.

3. Health Insurance: Cornel's obligation to provide health insurance to Elleni is terminated.

4. Life Insurance. During the pendency of Cornel's alimony obligation hereunder, Cornel shall be obligated to maintain life insurance in the amount of \$165,000 listing Elleni as

the beneficiary. Cornel shall provide proof of said insurance within thirty (30) days of the date hereof.

5. Legal Fees: Each party shall be solely responsible for his/her attorneys' fees and costs incurred in connection with the pending Complaint for Contempt and the negotiation and execution of this agreement, and the preparation and presentation to the Court of this agreement.

6. Pending Complaints for Contempt and Modification: Although this agreement is being entered under the Elleni's pending Complaint for Contempt, Cornel shall not be adjudicated in contempt, and the parties agree that their agreement shall be entered as a Judgment on said Contempt. Cornel agrees to dismiss his complaint for Modification.

7. Voluntary Execution: The parties acknowledge that each is entering into this agreement freely and voluntarily and without any undue influence, duress or coercion whatsoever; that each has ascertained and weighed all the facts and circumstances likely to influence his or her judgment and has been afforded an opportunity to conduct discovery; that they have sought and obtained legal advice independently of each other; that they have been duly apprised of their respective legal rights; that they have read this agreement line by line; that all provisions hereof as well as all questions pertaining hereto have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions; that they clearly understand and assent to all the provisions hereof; that this agreement is fair and reasonable in all respects; and that this agreement contains the entire understanding of the parties with respect to the matters herein set forth, and no oral statements or understandings relating to the subject matter of this agreement shall have any force or legal effect.

8. Construction: This agreement shall be governed by the laws of the Commonwealth of Massachusetts. This agreement is the product of the joint efforts of both

parties, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this agreement.

9. Modification and Waiver: No modification or waiver of any of the terms of this agreement shall be valid unless in writing, executed by both parties and duly acknowledged and entered as an order or judgment of the Court. No waiver by a party, whether full or partial, of any default shall extend to or be taken to affect any subsequent default, or impair the rights resulting therefrom. The failure of either party to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such term or terms, in the past, present or future, and the same shall nevertheless continue in full force and effect. No delay or omission of either party to exercise any right or power arising from the other's default shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default.

10. Effect on Agreement and Judgment: Except only as expressly modified by the terms of this agreement, the Divorce Judgment and Separation Agreement shall remain in full force and effect. To the extent that any terms of this agreement and the Separation Agreement are in conflict, the provisions of this agreement shall control.

11. Status of Agreement: The parties agree to present this agreement to the Court for incorporation into a Judgment on the Contempt. Notwithstanding, the parties agree this agreement shall survive and shall be enforceable as an independent contract. The terms hereof shall not be modifiable absent countervailing equities and/or an involuntary and ongoing/protracted disability.

12. Sealed Instrument: This agreement shall take effect as a sealed instrument on the day and year first above written.

Cornel R. West

Elleni Gebre Amlak

Elleni Gebre Amlak

ETHIOPIA
ADMINISTRATIVE REGION OF SHOA
MUNICIPALITY OF ADDIS ABABA
EMBASSY OF THE UNITED STATES
OF AMERICA

April 19, 2012

On this 19 day of April, 2012, before me, the undersigned notary public, personally appeared Elleni Gebre Amlak proved to me through satisfactory evidence of U.S passport # 467 629 252, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Esther Bell
Vice Consul
19 APR 2012
U.S. Embassy, Addis Ababa

Notary Public
My Commission Expires: Infinite

STATE OF NEW JERSEY

_____, ss

April 4th, 2012

On this 4th day of April, 2012, before me, the undersigned notary public, personally appeared Cornel R. West proved to me through satisfactory evidence of _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

IVAN M BALEV
Commission # 2273810
Notary Public, State of New Jersey
My Commission Expires
April 03, 2016

Notary Public
My Commission Expires: 04/03/2016



CRW
CRW

EGA
EGA

1/28/13

COMMONWEALTH OF MASSACHUSETTS

THE TRIAL COURT

PROBATE AND FAMILY COURT DEPARTMENT

SUFFOLK, SS

DOCKET NO. 01D1992

_____)
)
 Elleni Gebre Amlak,)
)
 Plaintiff)
)
 v.)
)
)
)
 Cornel R. West,)
)
 Defendant)
)
 _____)

DOMESTIC RELATIONS ORDER

This order is entered pursuant to Section 34 of Chapter 208 of the General Laws of Massachusetts, and is intended to serve as a Qualified Domestic Relations Order ("Order") by which a division and disposition of Cornel R. West's benefit under the plan specified below shall be and is made according to the provisions of Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Sections 401(a)(13) and 414(p) of the Internal Revenue Code of 1986, as amended ("Code").

IT IS ORDERED AND ADJUDGED as follows:

- 1. **Participant Information:** The name, last known address, social security number and date of birth of the Plan "Participant" are:

Name: Cornel R. West
 Address: 63 Governors Lane
 Princeton, NJ 08540
 SSN: xxx-xx-9481
 Date of Birth: June 2, 1953

The Participant is a Participant of the Retirement Income Plan for Teaching Faculty of Harvard University and is 100% vested in his benefits in said Plan.

1-30-13 #90



2. **Alternate Payee Information:** The name, last known address, social security number and date of birth of the "Alternate Payee" are:

Name: Elleni Gebre Amlak
Address: c/o African AIDS Initiative International
Addis Ababa University Sidist Kilo Campus
Building No 219 Addis Ababa, Ethiopia
P.O. Box 5565
SSN: xxx-xx-3994
Date of Birth: July 23, 1959

The Alternate Payee is the former spouse of the Participant. The Alternate Payee and the Participant were married on October 16, 1990 and divorced on April 29, 2003.

The Alternate Payee shall notify the Plan Administrator in writing of any change in her mailing address.

Any of the parties may designate another address for the purpose of receiving notices and communications pursuant to the Order by giving written notice to the other parties at the addresses then currently in effect.

3. **Plan Information:** The name of the Plan to which this Order applies is the Retirement Income Plan for Teaching Faculty of Harvard University (hereinafter referred to as "Plan"). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order.

Plan Administrator means:

Harvard University
Holyoke Center, Room 664
Cambridge, MA 02138
c/o Jeanne F. Ramalho, Senior Benefits Representative

Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

4. **For Provision of Alimony and Alimony Arrearage Payments:** This Order relates to the provision of alimony arrearage payments to the Alternate Payee as a result of a Post-Divorce Judgment dated April 25, 2012 between Participant and Alternate Payee.

Amount of Alternate Payee's Benefit: The Alternate Payee's assigned portion of the Participant's accrued benefit under the Plan shall be determined and administered as follows:

- (a) The Plan Administrator shall identify each Annuity Contract and/or Custodial Account maintained under the Plan for the benefit of the Participant, as well as the vested balance in each such Annuity Contract and/or Custodial Account, as of the Applicable Determination Date.

The Applicable Determination Date is March 31, 2012.

- (b) As soon as reasonably practicable after determining that this Order is a Qualified Domestic Relations Order and notification of the relevant parties, the Plan Administrator shall for each Annuity Contract and/or Custodial Account maintained under the Plan for the benefit of the Participant, establish a separate corresponding Annuity Contract and/or Custodial Account under the Plan in the name of the Alternate Payee. This Order assigns to the Alternate Payee an amount equal to seventy thousand, eight hundred seventy-nine dollars and eighty-three cents (\$70,879.83) of the vested balance of the Participant's Annuity Contracts and/or Custodial Accounts determined under (a) above; provided, however, that the total amount credited to the Alternate Payee shall not exceed the total balances representing the Participant's vested accrued benefit under the Plan as of the date the Alternate Payee's Annuity Contracts and/or Custodial Accounts are established. A pro rata share of any interest or earnings credited to the Participant's Annuity Contracts and/or Custodial Accounts between the Applicable Determination Date and the date of the assignment to the Alternate Payee shall be transferred to the Alternate Payee's corresponding Annuity Contracts and/or Custodial Accounts.
- (c) Subject to the ordering rule set forth in this Paragraph 5 (c), each of the Participant's Annuity Contracts and/or Custodial Accounts shall be reduced by the amount credited to the Alternate Payee's corresponding Annuity Contracts and/or Custodial Accounts as of the date such credit is made. Funds shall be liquidated pro rata from the Participant's Annuity Contracts and/or Custodial Accounts, first pro rata from the investment options (other than the directed brokerage options) that comprise the Participant's Annuity Contracts and/or Custodial Accounts and last pro rata from the directed brokerage options that comprise the Participant's Annuity Contracts and/or Custodial Accounts (the "Participant's directed brokerage accounts"), and shall be posted to corresponding investment options, to the extent administratively practicable, in each of the Alternate Payee's Annuity Contracts and/or Custodial Accounts, pending further investment direction from the Alternate Payee as provided for in Paragraph 7 below.

6. **Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee shall be entitled to a distribution of the vested benefit assigned under Paragraph 5 in any form or permissible option otherwise available and determined under the terms of the Plan at the time of the distribution (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and her subsequent spouse), but only if the form elected complies with the minimum distribution requirement of Section 401(a)(9) of the Code. Subject to the terms of the applicable Annuity Contract and/or Custodial Account, the Alternate Payee may elect to receive or to commence receiving benefits following the date on which (1) the Plan Administrator determines that this Order is a Qualified Domestic Relations Order and (2) the Alternate Payee completes and delivers to the Plan Administrator any necessary distribution and related forms in accordance with applicable Plan procedures; provided, however, that no benefit shall be distributed from the Plan to the Alternate Payee unless the Participant is fully vested in such amount. Subject to the foregoing, distribution to the Alternate Payee may be made hereunder whether or not the Participant is then otherwise entitled to a distribution under the terms of the Plan.
7. **Alternate Payee's Rights and Privileges:** On or after the date that this Order is deemed to be a Qualified Domestic Relations Order, but before the Alternate Payee receives her total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.
8. **Death of Alternate Payee:** If the Alternate Payee dies prior to the determination and notification of the relevant parties that the Order is a Qualified Domestic Relations Order, the Order shall be void and have no effect on the Participant's benefit under the Plan. If the Alternate Payee dies after such determination and notification but prior to the date the Alternate Payee's assigned benefits are paid in full, any vested amounts remaining shall be paid in a lump sum to the beneficiary or beneficiaries designated by the Alternate Payee in accordance with the Plan, or to the Alternate Payee's estate if no such designated beneficiary survives the Alternate Payee.
9. **Status as Beneficiary:** Except as otherwise provided in this Order, the Alternate Payee will not be treated as (a) a spouse or surviving spouse of the Participant, or (b) a participant, but will be treated only as a beneficiary for purposes of the Code and ERISA with respect to the Plan.
10. **Death of Participant:** In the event that the Participant dies prior to the date this Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator, then the Plan Administrator shall nonetheless make a determination as to whether this Order is a Qualified Domestic Relations Order:

- (a) If this Order is determined to be a Qualified Domestic Relations Order, then the actions required under Paragraph 5 above shall be completed.
- (b) If this Order is determined not to be a Qualified Domestic Relations Order, then the actions otherwise required under Paragraph 5 above shall not be required or permitted, and the benefits subject to the Order shall be paid to or held for the benefit of those persons who would have received such benefits if the Order had not been issued.

In the event the Participant dies on or after the date on which this Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator, then the actions required under Paragraph 5 above shall nevertheless be completed.

11. Savings Clause: This Order is not intended, and shall not be construed in such a manner as to require the Plan to:

- (a) Provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) Provide increased benefits determined on the basis of actuarial value; or
- (c) Require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order which was previously deemed to be a Qualified Domestic Relations Order.

12. Continued Qualified Status of Order: It is the intention of the parties that this Qualified Domestic Relations Order continue to qualify as a Qualified Domestic Relations Order under Section 414(p) of the Code, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

13. Tax Treatment of Distributions Made Under This Order: The Alternate Payee shall be responsible for all local, state and federal taxes that are payable in connection with all amounts payable to or for the benefit of the Alternate Payee under this Qualified Domestic Relations Order. The Plan Administrator and its delegates are each authorized to issue any and all appropriate internal revenue forms or reports to the U.S. Internal Revenue Service and applicable state revenue authorities for any payments made to or for the benefit of the Alternate Payee or her beneficiary(ies).

14. Continued Jurisdiction: The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein and thereafter to enter an order revising the Qualified Domestic Relations Order entered by the Court, said order to be entered nunc pro tunc, if appropriate.

15. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.

16. **Constructive Receipt:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Plan to the extent that the Participant has received such benefit payments, and shall forthwith pay such amounts so received directly to the Plan within ten (10) days of receipt.

In the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Plan to the extent that the Alternate Payee has received such benefit payments, and shall forthwith pay such amounts so received directly to the Plan within ten (10) days of receipt.

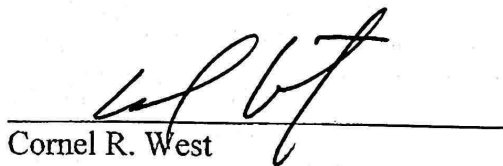
17. **Actions by Participant:** The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of his actions or inactions and to the extent of her full entitlements hereunder.

Assented to:

Assented to:



Elleni Gebre Amlak



Cornel R. West

ENTERED this _____ day of _____, 201_.

Justice

Suffolk Probate and Family Court

15. **Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.


16. **Constructive Receipt:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Plan to the extent that the Participant has received such benefit payments, and shall forthwith pay such amounts so received directly to the Plan within ten (10) days of receipt.

In the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Plan to the extent that the Alternate Payee has received such benefit payments, and shall forthwith pay such amounts so received directly to the Plan within ten (10) days of receipt.

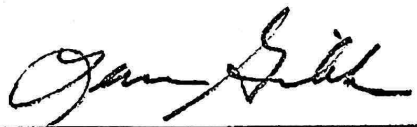
17. **Actions by Participant:** The Participant shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Qualified Domestic Relations Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, he shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of his actions or inactions and to the extent of her full entitlements hereunder.

Assented to:

Assented to:

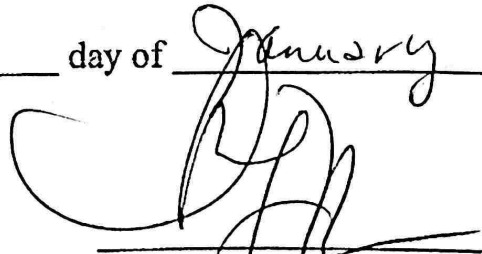


Ronald P. Barriere, Esquire
Attorney for Elleni Gebre Amlak
Burns & Levinson, LLP
125 Summer Street
Boston, MA 02110



Laura E. Gibbs, Esquire
Attorney for Cornel R. West
Ginsburg & Leshin, LLP
One Hollis Street, Suit 423
Wellesley, MA 02482

ENTERED this 28th day of January, 2013



Justice
Suffolk Probate and Family Court