

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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CONOR OBERST	:	
	:	Case No. 14-cv-01031-KBF
Plaintiff,	:	
	:	DECLARATION OF
-against-	:	MATTHEW R. OBERST IN
	:	SUPPORT OF MOTION FOR
JOANIE FAIRCLOTH	:	DEFAULT JUDGMENT
	:	
Defendants.	:	
	:	
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I, Matthew R. Oberst, declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am the father and business manager of Plaintiff Conor Oberst (“Oberst”).
2. I am fully familiar with the facts set forth herein and I submit this Declaration in support of Oberst’s Motion for Default Judgment against Defendant Joanie Faircloth (“Faircloth”) in this action.
3. As Oberst’s business manager, I am personally aware of the financial damage that was caused to Oberst on account of the libelous statements published by Faircloth.
4. Oberst is an accomplished singer-songwriter, whose average annual income for the past 5 years has exceeded \$1 million. However, Oberst’s continued financial success is dependent in large part on his reputation and public image. While he had until recently enjoyed a positive and scandal-free reputation and public image, this reputation and image was irreparably tarnished by Faircloth’s libelous statements, which falsely portrayed him as a rapist.
5. For example, when I typed Oberst’s name into the *Google* search engine earlier

today, the phrase “Conor Oberst Rape” was consistently the second suggested search term (above “Conor Oberst Tour”). Running a *Google* search for that suggested phrase “Conor Oberst Rape” also elicited thousands of articles reporting, referencing, and/or republishing Faircloth’s false allegations of rape, many of which articles unfairly drew the conclusion that Faircloth’s allegations were true. Unfortunately, even after judgment is rendered in Oberst’s favor in this case, I understand that it will be impossible (due to the nature of the Internet) to remove the vast majority of these articles. Thus, Faircloth’s libel will continue to negatively impact Oberst’s reputation and public image for the foreseeable future.

6. Because of the numerous tangible and intangible ways in which Oberst generates revenue, it is difficult for me to specifically quantify and/or describe all of the damage that was done to Oberst’s financial interests as a result of Faircloth’s conduct. However, what I do know is that Oberst’s most recent album, which was released subsequent to the publication of Faircloth’s libel, has sold substantially fewer copies than his prior albums, despite receiving some of the most positive reviews of Oberst’s career. I directly attribute this decline in sales to the fact that numerous media outlets who would have otherwise publicized the album refused to do so on account of Faircloth’s false rape allegations.

7. For example, the website *One Week One Band* had planned to promote Oberst’s album for a full week in January of this year, but canceled those plans at the last minute, specifically citing Faircloth’s rape allegations. Similarly, in January of this year, *NPR* radio had planned to air a recording of Oberst performing live, but cancelled the airing in order to be “sensitive” to Faircloth’s allegations of rape. The *Daily Nebraskan*, a newspaper in Oberst’s home state, also published an article specifically encouraging its readers to refrain from purchasing Oberst’s music on account of Faircloth’s false rape allegations.

8. The decline in Oberst's recent album sales has also negatively impacted his ability to tour in support of his new album, and he has lost out on substantial profits that he otherwise would have gained from such touring.

9. Based on the decline in Oberst's album sales and touring opportunities, I reasonably presume that Oberst has been damaged and will continue to be damaged in the amount of at least \$500,000 on account of Faircloth's libel.

10. Separate and apart from the reasonably presumed damage to Oberst's record sales and touring opportunities, I am able to point to certain actual damages caused by Faircloth. In particular, prior to Faircloth's libelous statements, Oberst had a lucrative publishing deal with Songs Music Publishing, LLC ("Songs"), a company based in New York City. The initial term of that agreement had already been satisfied, and Oberst's new record would have satisfied the additional option period which had a corresponding minimum guaranteed advance of \$200,000. I understood that this option period would be exercised as a matter of course. However, after Faircloth published her libelous statements, Songs declined to exercise its option, and Oberst was deprived of the guaranteed payment that he would have received. It is my understanding that Songs' decision not to exercise the option was directly attributable to Faircloth's false allegations of rape.

11. Oberst has also incurred litigation costs of \$12,305.13 on account of Faircloth's libel. Those costs are as follows:

- a. \$3,574.00 in court costs, service of process costs, and investigation costs – although Oberst's attorneys repeatedly tried to contact Faircloth by mail and telephone, she was non-responsive to these attempts, and it ended up taking more than a month to personally locate her and serve

her with the Complaint in this action;

- b. \$7,903.62 in travel costs incurred to personally appear in New York at the May 22, 2014 pre-trial conference in this action – Oberst’s litigation counsel is based out of Los Angeles, requiring cross-country travel in order to attend the pre-trial conference;
- c. \$397.43 in legal research costs;
- d. \$224.55 in postage costs;
- e. \$158.28 in long-distance telephone costs; and
- f. \$47.25 in photocopy costs.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 27th day of June, 2014 at Omaha, Nebraska.


MATTHEW R. OBERST