

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANDREA CONSTAND,	:	
	:	
Plaintiff,	:	
	:	No. 05-cv-1099
v.	:	
	:	
WILLIAM H. COSBY, JR.,	:	
	:	
Defendant.	:	

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, upon consideration of Defendant’s Motion Regarding Plaintiff’s Breaches of the Parties’ Confidential Settlement Agreement, and any responses thereto, it is hereby ORDERED and DECREED that Defendant’s Motion is GRANTED. Accordingly, the dispute set forth in Plaintiff’s Motion for Injunctive Relief (ECF 107) is not ripe for resolution by this Court, and the breaches by Plaintiff described in Defendant’s Motion shall be referred to Magistrate Judge Thomas J. Rueter for initial resolution, in accordance with the terms of the parties’ settlement agreement.

\_\_\_\_\_  
Robreno, J.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANDREA CONSTAND,	:	
	:	
Plaintiff,	:	
	:	No. 05-cv-1099
v.	:	
	:	
WILLIAM H. COSBY, JR.,	:	
	:	
Defendant.	:	

**DEFENDANT’S MOTION REGARDING PLAINTIFF’S BREACHES  
OF THE PARTIES’ SETTLEMENT AGREEMENT**

Defendant William H. Cosby, Jr., files this motion in response to Plaintiff Andrea Constand’s breaches of the parties’ confidential settlement agreement. For the reasons set forth in the accompanying brief in support hereof, which is fully incorporated herein, Defendant’s motion should be granted. Accordingly, Plaintiff’s breaches of the settlement agreement, as described in this motion, shall be referred to Magistrate Judge Thomas J. Rueter for initial resolution, in accordance with the terms of the parties’ settlement agreement.

Dated: July 23, 2015

s/ Patrick J. O’Connor  
Patrick J. O’Connor (13086)  
George M. Gowen (83210)  
Matthew L. Bleich (208069)  
Michael P. Zabel (310278)  
COZEN O’CONNOR  
One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103  
215.665.2000

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

ANDREA CONSTAND,	:	
	:	
Plaintiff,	:	
	:	No. 05-cv-1099
v.	:	
	:	
WILLIAM H. COSBY, JR.,	:	
	:	
Defendant.	:	

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT’S MOTION  
REGARDING PLAINTIFF’S BREACHES OF THE  
PARTIES’ SETTLEMENT AGREEMENT**

Defendant, William H. Cosby, Jr., files this brief in response to Plaintiff Andrea Constand’s multiple breaches of the parties’ confidential settlement agreement. For the reasons below, this Court should refer those breaches to Magistrate Judge Thomas J. Rueter for initial resolution, in accordance with the terms of the parties’ settlement agreement.

**INTRODUCTION**

In 2006, Plaintiff voluntarily entered into a confidential settlement agreement with Defendant (the “Settlement Agreement”). Central to the bargain was Plaintiff’s promise to abide by the agreement’s confidentiality provisions. For more than a year, Plaintiff has been breaching those provisions.

The most egregious breach occurred less than a week ago when Plaintiff’s court reporter released the complete transcript of Defendant’s confidential

deposition to the national media. Plaintiff's court reporter claimed to have had no idea that the deposition was supposed to be treated as confidential. And yet the Settlement Agreement expressly obligated Plaintiff and her counsel "to use their best efforts to ensure that their respective ... consultants, agents, ... and vendors comply with the confidentiality provisions" of the agreement, including the requirement to keep depositions and other documents confidential. It appears that neither Plaintiff nor her counsel ever bothered to tell her court reporter to treat Defendant's deposition as confidential. Far from using their "best efforts" to ensure compliance with the confidentiality provisions, Plaintiff and her counsel appear to have made *no effort whatsoever*. Such a cavalier attitude to the confidentiality of Defendant's deposition is consistent with Plaintiff's desire to continue her campaign against Defendant in the public forum, in direct violation of the confidentiality provisions to which she freely consented.

## **BACKGROUND**

Plaintiff initiated this action in 2005, alleging sexual assault. On October 16, 2006, the parties and their counsel entered into the Settlement Agreement.<sup>1</sup> The agreement required Plaintiff, her parents, and her counsel not to disclose or to comment on "any aspect of this LITIGATION," including the allegations in the case, any information they learned through discovery in this case or through the prior criminal investigation by the Montgomery County District Attorney and the

---

<sup>1</sup> The Settlement Agreement itself was to be kept confidential, except to the extent made necessary by litigation about the Settlement Agreement.

Cheltenham Township Police Department, and any documents relating to the case. (See Ex. A, Declaration of Patrick J. O'Connor, Esq. ["O'Connor Decl."], ¶ 3.)

The Settlement Agreement also required Plaintiff and her counsel to "use their best efforts to ensure that their respective ... consultants, agents, ... and vendors comply with the confidentiality provisions" of the agreement. (See *id.*)

In the event that one party accused the other party of violating the Settlement Agreement, the parties agreed that this Court retained jurisdiction to resolve such disputes and that they would accordingly "submit the dispute for initial resolution to the Honorable Thomas J. Rueter," who had overseen the parties' settlement negotiations. (See *id.* ¶ 3.)

Thus, in recognition of the centrality of confidentiality, the parties agreed to attempt to resolve any dispute over the agreement privately.

Plaintiff has violated each of these provisions.

**A. Plaintiff's comments about this case**

Over the past year and a half, Plaintiff has violated the provision against commenting on any aspect of the litigation. For example, in February 2014, in response to an article about this case, Plaintiff tweeted: "I won't go away, there is a lot more I will say." (See Ex. B.)

In March 2014, she tweeted: "It's not that everybody just forgot about [this case,] truth is nobody cared." (See *id.*) On July 6, 2015, in response to the unsealing of certain documents filed with this Court, Plaintiff tweeted: "Yes!" and "Sir!" in

quick succession. (*See id.*) On July 8, 2015, Plaintiff gave an interview to the *Toronto Sun* about her “heavy ordeal involving Bill Cosby.” (*See Ex. C.*) In the interview, she lamented her confidentiality restrictions while insisting that “there is so much more to say.” (*See id.*) Each of these statements added to the media coverage about this case—and thus undermined the very purpose of the confidentiality provisions for which Defendant had bargained and to which Plaintiff had freely consented in exchange for a monetary payment.

Plaintiff has even used her July 8, 2015 motion (ECF 107)—in which she formally asks for permission to ignore the Settlement Agreement’s confidentiality terms—as an opportunity for disclosing highly confidential aspects of the underlying litigation. Knowing that her motion would be publicized, Plaintiff specifically described—in lurid detail—the testimony that she believed she could have elicited from other witnesses had her case but proceeded to trial. (ECF 107, ¶ 9.) Not only did Plaintiff’s description of the testimony make a mockery of the confidentiality terms that Plaintiff agreed to honor as part of the settlement; Plaintiff’s description was also wholly inaccurate.

Plaintiff has made other disclosures that have been less public but no less improper. In her July 8, 2015 motion, Plaintiff admitted that her counsel had recently contacted many women to advise them that, in the event that Plaintiff succeeded in procuring the release of Defendant’s complete transcript, their names might be revealed. (ECF 107, pg. 7 n.1.) In so doing, Plaintiff’s counsel revealed to

the women that they were subjects of the deposition—yet another violation of the confidentiality provisions.<sup>2</sup>

According to two of the women who were contacted by Plaintiff's counsel and who were later interviewed by *The New York Times*, Plaintiff's counsel had asked them for "permission" to disclose the complete deposition transcript. (See Ex. D.) Not only was such contact itself a violation of the Settlement Agreement; it had the effect of inducing the women to give public statements about the supposed contents of the confidential deposition—statements that were duly published in *The Times*. (See *id.*) In support of her July 8, 2015 motion for permission to ignore the settlement agreement's confidentiality provisions, Plaintiff trumpeted the absence of any objection on the part of the women who were contacted. (ECF 107, pg. 7 n. 1.) Plaintiff's inducement of other individuals to join her campaign to undo the confidentiality provisions is yet a further violation of the Settlement Agreement.

**B. Plaintiff's breach of the settlement agreement's dispute-resolution provision**

In filing her recent motion alleging that Defendant had breached certain provisions of the Settlement Agreement, Plaintiff circumvented the agreement's requirement to submit her dispute first to Judge Rueter for initial—and private—resolution. Instead of complying with that requirement, Plaintiff filed her motion publicly and directed her request for relief not to Judge Rueter but to this Court.

---

<sup>2</sup> Former Rule 415 witness Rebecca Cooper admitted in her recent proposed memorandum in support of Plaintiff's motion that Plaintiff's counsel had informed her that she was a subject of Defendant's confidential deposition.

The parties' past practice shows that Plaintiff fully understood that, before bringing their disputes to this Court, the parties were supposed to attempt to resolve them privately and in good faith. Thus, for example, at various points in 2014, Plaintiff's counsel asserted that Defendant and his counsel had violated the Settlement Agreement in responding to *new* allegations made by *other* women. In each such instance, Plaintiff objected not by making a public filing but rather by approaching Defendant's counsel directly. That allowed Defendant's counsel to explain to her that the comments—brief and innocuous though they were—concerned other women, not Plaintiff or this case. The parties accordingly agreed that no material breach had been committed, and in one instance agreed to the issuance of a public clarification.

The fact that Plaintiff has recently decided to depart from this model—one that had worked so well—and instead to rush into court suggests that Plaintiff's real goal is to continue her campaign against Defendant in the public forum. That, however, is exactly what she promised in the Settlement Agreement not to do.

**C. Plaintiff's disregard of the confidentiality of Defendant's deposition**

The most egregious breach of the Settlement Agreement was Plaintiff's failure to use her "best efforts"—or any efforts at all—to ensure that her vendor kept Defendant's deposition transcript confidential.

On July 18, 2015, *The New York Times* published an article reporting on the contents of the complete transcript of Defendant's deposition. *The Times* stated in the article that it had obtained the complete transcript from a "court reporting



service.” The court reporting service that provided the transcript to *The Times* was Kaplan Leaman & Wolf, which Plaintiff’s counsel, Ms. Troiani, had hired to transcribe Defendant’s deposition.

In a July 20, 2015 letter to this Court (*See Ex. E*), Kaplan Leaman & Wolf explained that it had decided to release the complete transcript to *The Times* based on the “understanding” that the complete transcript was a public document. That “understanding” was erroneous because the complete transcript of Defendant’s deposition has never been filed with any court, nor (until July 18, 2015) had it otherwise been publicly disclosed. Rather, Plaintiff, Defendant, and their respective attorneys had agreed to keep it strictly confidential pursuant to the Settlement Agreement.

On the morning of July 20, 2015, Defendant’s counsel informed Plaintiff’s counsel of their concern that Ms. Troiani had violated the terms of the Settlement Agreement by failing to use her “best efforts” to ensure that her vendors complied with the confidentiality terms. (*See July 20, 2015 Email of Patrick J. O’Connor, Esq. to Dolores H. Troiani, Esq., attached hereto as Ex. F; July 20, 2015 Email of George C. Gowen, Esq., to Dolores H. Troiani and Bebe Kivitz, Esq., attached hereto as Ex. G.*) In a responsive letter sent to Defendant’s attorneys later that day (*See Ex. H hereto*), Ms. Troiani implicitly conceded that she had never even *informed* her court reporter about the confidentiality agreement, or about the need to treat Defendant’s deposition as confidential. When Defendant’s counsel reminded her about her obligation under the Settlement Agreement to do so, Plaintiff’s counsel responded

dismissively, stating that she had simply assumed that the court reporter would not release the transcript. Plaintiff and her counsel not only have failed to use their “best efforts” to ensure compliance with the agreement; they have failed to use any efforts whatsoever. Plaintiff’s and her counsel’s failure to comply with their obligations under the Settlement Agreement led to a colossal breach of confidentiality.

**REQUEST FOR RELIEF**

For the reasons set forth above, Defendant respectfully requests that this Court enforce the Settlement Agreement’s dispute-resolution provision by referring the breaches alleged above to Judge Rueter.

Dated: July 23, 2015

*s/ Patrick J. O’Connor*

Patrick J. O’Connor (13086)  
George M. Gowen (83210)  
Matthew L. Bleich (208069)  
Michael P. Zabel (310278)  
COZEN O’CONNOR  
One Liberty Place  
1650 Market Street  
Philadelphia, PA 19103  
215.665.2000

*Attorneys for Defendant*

**CERTIFICATE OF SERVICE**

I, Patrick J. O'Connor, hereby certify that on July 23, 2015, I caused a true and correct copy of the foregoing Motion, with related papers, to be filed through the court's electronic filing system, thereby causing all counsel of record to be served electronically.

/s/ Patrick J. O'Connor  
Patrick J. O'Connor

# Exhibit A

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

ANDREA CONSTAND,	:	
	:	
Plaintiff,	:	
	:	No. 05-cv-1099
v.	:	
	:	
WILLIAM H. COSBY, JR.,	:	
	:	
Defendant.	:	

**DECLARATION OF PATRICK J. O’CONNOR, ESQUIRE, IN SUPPORT OF  
DEFENDANT’S MOTION TO STRIKE AND IN OPPOSITION  
TO PLAINTIFF’S MOTION FOR INJUNCTIVE RELIEF**

PATRICK J. O’CONNOR, ESQUIRE, hereby declares under penalty of perjury pursuant to 28 U.S.C. § 1746 as follows:

1. I am a member of Cozen O’Connor and am counsel to Defendant in this action.
2. On October 2, 2006, the parties in this action executed and entered into a Confidential Settlement Agreement and General Release.
3. The Confidential Settlement Agreement and General Release provides, in relevant part:

**Confidentiality**

14. Except as provided in Paragraphs 15 and 21 of this Confidential Settlement Agreement and General Release, CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel acknowledge COSBY’s, SINGER’s, and AMERICAN MEDIA’s interests in not permitting others (a) to know (i) the outcome or the underlying facts of the LITIGATION, or (ii) the terms of this Confidential Settlement Agreement and General Release, (b) to learn more about CONSTAND’s allegations or their defenses other than what is already a matter of public record, via their pleadings, or published press reports (c) to learn the information gathered and generated in the course of discovery in the LITIGATION, or (d) to gain access to the motions and briefs currently filed under seal in the LITIGATION. They also acknowledge that CONSTAND, COSBY,

SINGER, and AMERICAN MEDIA enter into this Confidential Settlement Agreement and General Release to protect those interests. Accordingly, except as provided in Paragraphs 15 and 21 of this Confidential Settlement Agreement and General Release:

- A. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree, as of August 23, 2006, not to disclose to anyone, via written or oral communication or by disclosing a document, in private or public, any aspect of this LITIGATION, including, but not limited to:
1. the events or allegations upon which the LITIGATION was based;
  2. allegations made about COSBY or CONSTAND by other persons;
  3. the information that they learned during the criminal investigation of COSBY or discovery in the LITIGATION, including, but not limited to, allegations made by other women concerning COSBY, the content of the Montgomery County District Attorney's and the Cheltenham Township Police Department's files from the criminal investigation of COSBY, and the content of COSBY's and CONSTAND's depositions in the LITIGATION, and information about COSBY or CONSTAND gathered by their agents.
- B. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel further agree not to write or publish, or to cause, authorize or help anyone to write or to publish, any account of the information described in and covered by paragraph 14(A) above. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND and their undersigned counsel agree not to make any public appearances or give any interviews concerning the information described in and covered by paragraph 14(A) above.
- C. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree not to disclose this Confidential Settlement Agreement and General Release or any of its terms and conditions (including by filing this Confidential Settlement Agreement and General Release with any court, except if the agreement itself is the subject of litigation and then only to the extent necessary to assert rights and/or defend the litigation), or except as provided in sections 15 and 21, even the fact of settlement of the LITIGATION, unless such disclosure is required by the United States Internal Revenue Service, the equivalent Canadian taxing authority, or similar state or federal taxing agencies, or pursuant to a criminal investigation by state or federal authorities in the United States or Canada, or in response to a valid subpoena issued by a

court of competent jurisdiction. In the event CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, or their undersigned counsel receive any such request or order, before complying with it, they will first notify the other signatories to this Confidential Settlement Agreement and General Release, by fax, and afford the other signatories five business days to object and/or move for relief in the courts, and they will provide such cooperation as may be reasonable with any such effort by the other signatories. Any expenses relating to the objection incurred by the party to whom the request has been directed shall be borne by the objecting party. No notice to the other signatories is required if the subpoena or document request is made by an agency investigating criminal allegations, provided that said agency has requested that no notification be given. The party to whom any such Request is directed may comply therewith unless a valid or timely objection is filed with a court or a forum of competent jurisdiction by any party hereto. The burden of filing any such objection shall be on the party opposing the disclosure of the information subject to the Request. If a timely objection is filed, and proof furnished thereof, no disclosure will be made until there is a ruling from the Court directing that such disclosure be made. In order to be timely, the objection must be made and proof provided at least two business days before the expiration of the time-period for compliance.

D. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree that within 40 days of the signing of this Confidential Settlement Agreement and General Release, they will deposit with a secured depository, as agreed by counsel, the original (if they possess the original) and all copies (including copies that may have been given to any of the parties' consultants, experts, or investigators) of the following documents, whether they exist in printed or electronic form:

1. The document productions of any party to the LITIGATION or recipient of a subpoena in the LITIGATION, including, but not limited to, the Montgomery County District Attorney, the Cheltenham Township Police Department, and Patterson Belknap Webb & Tyler LLP, and any summaries thereof;
2. All documents provided to CONSTAND or her undersigned counsel, by any person concerning COSBY or allegations made by another person against COSBY, including all documents about any of the persons identified by CONSTAND's counsel as a "Rule 415 Witness" in the LITIGATION, and any summaries thereof;
3. All recordings of conversations with or statements by COSBY or SINGER, and any summaries thereof;

4. The transcripts of any depositions taken in the LITIGATION; the exhibits thereto; any summaries, excerpts, or reproductions thereof; and any documents referring thereto; and
  5. The briefs, motions, and exhibits thereto currently under seal in the LITIGATION.
- E. Each party and their counsel shall have exclusive and complete access to their own files, but not to the files of the other parties. The expense of the secured depository shall be borne by COSBY and the files shall remain in the depository for so long as COSBY bears that expense. Upon reasonable request, each party shall make available to the other parties a log showing the dates that that party has accessed the secured depository. Any party may at any time issue a written request to any other party asking said party to agree to destroy any or all of the files in the secured depository. In the event that the parties are unable to reach agreement in response to the request, the parties will submit the issue for resolution to Judge Reuter, or otherwise as set forth in Paragraph 29 of this Confidential Settlement Agreement and General Release.
- F. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree that within 40 days of the signing of this Confidential Settlement Agreement and General Release, they each will provide written confirmation to the undersigned counsel for CONSTAND, COSBY, SINGER, and AMERICA MEDIA that they have used their best efforts to comply with Paragraph 14(D) of this Confidential Settlement and General Release.

15. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree that, on the day CONSTAND files the documents contemplated in paragraph 12(A) above, they may issue the Settlement Press Release attached hereto as Exhibit A. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree not to make any statement to anyone about the LITIGATION or the termination thereof, other than to refer to the Settlement Press Release attached hereto as Exhibit A, except as is provided for in paragraph 21 of this Confidential Settlement Agreement and General Release. It shall not be a violation of this Settlement Agreement and General Release to state or confirm that the LITIGATION has been resolved.

16. The confidentiality provisions set forth in paragraphs 14 through 21 of this Confidential Settlement Agreement and General Release are a material inducement to each of the parties hereto to enter this Confidential Settlement Agreement and General Release, and each of the parties and the party's undersigned counsel acknowledges that in entering this Confidential Settlement



Agreement and General Release, each party is expressly relying each other party's agreement to abide by the confidentiality provisions set forth in the paragraphs 14 through 21 of this Confidential Settlement Agreement and General Release.

17. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel acknowledge that, should they violate any of the confidentiality provisions set forth in paragraphs 14 through 21 of this Confidential Settlement Agreement and General Release, no amount of monetary relief could repair the harm caused to CONSTAND, COSBY, SINGER, and/or AMERICAN MEDIA. Therefore, CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel agree that, in the event that they violate or threaten to violate any of the confidentiality provisions set forth in paragraphs 14 through 21 of this Confidential Settlement Agreement and General Release, CONSTAND, COSBY, SINGER, and/or AMERICAN MEDIA shall be entitled to injunctive relief to prevent and/or mitigate any such violation, and to such other equitable and/or legal relief as may be appropriate.

18. [INTENTIONALLY LEFT BLANK]

19. CONSTAND, SINGER and AMERICAN MEDIA and their undersigned counsel recognize that COSBY wishes to retrieve or keep permanently under seal the portion of the court's records currently under seal in the LITIGATION, and they agree to not oppose any action necessary to do so. CONSTAND agrees that, if she retains different counsel other than her undersigned counsel, she will instruct her new counsel in accordance with the requirements of this paragraph.

20. CONSTAND, COSBY, SINGER, AMERICAN MEDIA, GIANNA CONSTAND, ANDREW CONSTAND, and their undersigned counsel, agree that they will use their best efforts to ensure that their respective employees, partners, associates, staff members, consultants, agents, health care providers, and vendors (as applicable) comply with the confidentiality provisions of paragraphs 14 through 21 of this Confidential Settlement Agreement and General Release.

21. The provisions of this release shall not include the signatories from disclosing the financial terms of this settlement:

A. to their respective attorneys and referring attorneys (including their clerical staffs, law clerks, paralegals and accountants) to the extent necessary for the preparation of this release, or for the taking of any action necessary pursuant to this release, and for maintaining and filing of such reports, records and data as may be required by law, provided that they instruct such attorneys to keep such information strictly confidential;

- B. to the employees or agents or spouse of COSBY and/or the employees or agents of AMERICAN MEDIA, on a need to know basis for the purposes of effectuating the settlement, or as may be involved in the processing of payments made hereunder or for the maintaining of filing such reports, records and data as may be required by law or necessitated by the internal operating procedures of COSBY and/or AMERICAN MEDIA, provided that they instruct such persons to keep the information strictly confidential;
- C. to the employees or agents of COSBY's and/or AMERICAN MEDIA's insurance carrier on a need to know basis for the purposes of effectuating the settlement, or as may be involved in the processing of payments made hereunder or for the maintaining of filing such reports, records and data as may be required by law or necessitated by the internal operating procedures of COSBY's and/or AMERICAN MEDIA's insurance carrier, provided that they instruct such persons to keep the information strictly confidential;
- D. to the accountants or financial planners of CONSTAND used specifically for financial planning and/or preparation of tax returns or the maintenance of records as may be required by law, provided that they instruct such accountants or financial planners to keep the information strictly confidential, and provided that they disclose to such accountants or financial planners only the amount of the settlement, the nature of the claims, if pertinent for tax or estate planning purposes, and that it resulted from a settlement of civil litigation brought by CONSTAND in the United States;
- E. to the accountants or financial planners of COSBY and/or AMERICAN MEDIA used specifically for financial planning and/or preparation of tax returns or the maintenance of records as may be required by law, provided that they instruct such accountants or financial planners to keep the information strictly confidential, and provided that they disclose to such accountants or financial planners only the amount of the settlement, the nature of the claims, if pertinent for tax or estate planning purposes, and that it resulted from a settlement of civil litigation brought by CONSTAND in the United States;
- F. to any attorney retained to assist in financial or estate planning and their clerical staffs, law clerk clerks, paralegals and accountants and in the case of the formation of a trust to the administrator or executor or beneficiary or any other person involved in the creation, formation, maintenance of, or receipt of assets from any trust account established for the benefit of CONSTAND, provided that they disclose to such persons only the amount of the settlement, the nature of the claims, if pertinent for tax or estate planning purposes, and that it resulted from a settlement of civil litigation brought by CONSTAND in the United States;
- G. With respect to the CONSTAND's allegations against COSBY, and her emotional response to the LITIGATION, to the any of CONSTAND's health

care providers within the context of providing medical care, counseling, therapy or other medical, physical, emotional or psychological care to CNSTAND, provided that CONSTAND instructs such persons to keep the information strictly confidential;

- H. With respect to the CONSTAND's allegations against COSBY, and her emotional response to the LITIGATION, to CONSTAND's parents or to a person with whom CONSTAND is sexually intimate or may wish to be sexually intimate, provided that CONSTAND instructs such persons to keep the information strictly confidential.
- I. It shall not be a violation of this Settlement Agreement and General Release to state or confirm that the LITIGATION has been resolved.

Dated: Philadelphia, Pennsylvania

July 21, 2015

*/s/ Patrick J. O'Connor*

Patrick J. O'Connor

# Exhibit B



Source: <https://twitter.com/itweatyou/status/434012252383887360>



Source: <https://twitter.com/itweatyou/status/440300468124663808>



Source: <https://twitter.com/itweatyou/status/618157229368324096>



Source: <https://twitter.com/itweatyou/status/618157533014962176>

# Exhibit C

EXCLUSIVE

# Bill Cosby sex case: Toronto woman speaks to Sun



BY JOE WARMINGTON, TORONTO SUN

FIRST POSTED: WEDNESDAY, JULY 08, 2015 06:10 AM EDT | UPDATED: WEDNESDAY, JULY 08, 2015 10:17 AM EDT

---

While she still backs efforts to support victims of sexual assault, Toronto's Andrea Constand says she has moved on from her heavy ordeal involving Bill Cosby.

"It doesn't define me," Constand cordially told me Tuesday. "I don't want to talk about Cosby. It's in the past. I have a whole other life and I am happy."

The former Temple University employee alleged Cosby sexually assaulted her--one of the first of many women to make highly publicized accusations against the comedian.

The shocking release of a once-sealed court document that says Cosby admitted in 2005 to giving her drugs shook up Constand's world once again.

The former director of operations for the women's basketball team at Philadelphia's Temple University became friends with the entertainment icon in 2002, when she was in her late 20s.

Cosby, who studied physical education at Temple in the 1960s and served on its board of trustees for decades until last year, would often attend games.

According to court filings, Constand attended parties and private dinners at Cosby's Philadelphia home.

A court document brought to light by the Associated Press says Cosby

acknowledged under oath that he supplied Quaaludes to a 19-year-old woman in Las Vegas in the 1970s and told the court he had given Constand "three half-pills of Benadryl."



Case 2:05-cv-01099-ER Document 112-6 Filed 07/23/15 Page 3 of 5  
The Associated Press reported Constand's claim was what the "blue pills" were, they made her "unconscious."

She alleged Cosby touched her breasts and crotch and put her hand on his penis.

Constand's allegations were never tested in criminal court and Cosby has never faced charges.

Constand's civil case against Cosby was settled out of court.

Court documents were sealed for a decade.

Despite objections from Cosby's lawyers, portions of the testimony from that case, requested by the Associated Press, have now been made public.

Constand has never spoken to media about the matter.

"It seems a lot of people are calling," Constand acknowledged.

She may be the most sought-after interview in the Cosby circus.

The details that came out of her lawsuit may have also changed the whole game for Cosby since he did make some admissions.

All Constand has done publicly since the news came to light Monday was post two tweets--one saying "Yes" and the other "Sir."

Although she didn't confirm or deny her tweets were in response to the news from the U.S., those tweets might be the extent of what she does say.

"Respectfully, I don't talk about it and I don't plan on talking about it," she told me. "It's a force that is unfolding all on its own."

So what did the woman do on the day after it was reported?

She went to work.

She spent the day helping people and said she never hesitated for a moment.

There was no running and hiding for the woman who reported the alleged attack to Durham Regional Police in 2004.

She was at the Toronto physiotherapy clinic where she works with a full slate of appointments.

"I am a registered massage therapist," she said proudly, adding that she never once considered cancelling her schedule despite the glare of the media.

"I am a health-care worker."

Helping people with pain and injuries is her life.

A former basketball player, she understands the importance of what she does.

She said she also believes the public understands her dilemma.

"People get the picture," Constand said. "It's uncomfortable for me."

Still, she admitted she realizes a media storm is hovering over her.

She understands there is interest in her story.

"I am aware, of course. I know you have to do a story," she said. "I am not saying anything and I am not doing anything. The forces are all in play."

That said, she is very interested in supporting women who have been victims of sexual assault and has re-tweeted messages about the cause.

"I support (Premier) Kathleen Wynne," she said. "Thank God we are implementing consent and touching into our educational system starting in third, fourth and fifth grades -- knowing your boundaries and to respect space. I think it's good that Kathleen Wynne is doing that."

Our conversation wasn't all heavy and serious.

She joked around with photographer Dave Thomas and me.

"I didn't want to be rude," she said of why she came out to speak with us. "But there is really not much I can say."

Constand isn't someone who spends a lot of time focused on what is going on in Cosby's cummulative world, but instead is trying to eke out her own existence--one in which she helps people.

With frizzy hair, tattoos on her arms and an easygoing personality, she made a real impression on us.

She could have easily avoided us or flipped us off, but instead treated us very well.

My phone rang two hours later and it solidified my impression of her.

"I just wanted to apologize," Constand told me. "I know I did not give you much of a story and yet there is so much more to say."

She didn't indicate when it will be time to "sit down and talk," but there may be a day down the road.

Just not now.

[Find a Lawyer \(Free\)](#) 

totalcriminaldefense.com

Get Answers From a Local Attorney. 100%  
Free Criminal Case Review

## SPONSORED LINKS

---



**Up to 90% Debt  
Reduction.**

Sinking in debt? We can  
help!

Click here & start today!



**SWIMMING  
POOLS DIRECT**

# Exhibit D

The logo for the 'mistress america' pageant, featuring the text 'mistress america' in a white serif font and 'august 14' in a smaller white sans-serif font, both set against a dark purple rectangular background.

**The New York Times** | <http://nyti.ms/1MggE4W>

**MEDIA**

# Cosby Legal and Publicity Teams Opt for Silence After Admission Is Released

By **GRAHAM BOWLEY** and **SYDNEY EMBER** JULY 8, 2015

Since last fall, as more than two dozen women have come forward to accuse Bill Cosby of sexual assault, the star and his team of advisers have pursued an aggressive legal and media strategy.

But since Monday, when a newly released court record from 2005 showed that Mr. Cosby had admitted obtaining Quaaludes in the 1970s to give to young women with whom he wanted to have sex, he and his team have been uncharacteristically quiet.

A new civil action filed on Wednesday shows one possible reason.

Lawyers for the woman who accused Mr. Cosby in the 2005 case argued in the filing that the full deposition should be made public, saying that various pronouncements by the defense team over the last few months had violated the confidentiality agreement between Mr. Cosby and their client.

In fact, the lawyers said that as recently as this week Mr. Cosby's team had issued a statement to ABC News that damaged their client, Andrea Constand, who had accused Mr. Cosby of drugging and assaulting her. Ms. Constand's case was settled in 2006, and she has not spoken about it since.

On Wednesday, Mr. Cosby's advisers were denying any role in the

statement quoted by ABC News. Mr. Cosby's publicist, David Brokaw, said, "it did not come from me or anyone in the Cosby camp." Mr. Cosby and his lawyers have otherwise not commented on the unsealed document. ABC News declined to comment.

Dolores M. Troiani, one of the lawyers who filed the motion for sanctions in the United States District Court for the Eastern District of Pennsylvania, did not respond to requests for further comment. Mr. Cosby has never been charged with a crime and has repeatedly denied the sexual assault allegations. Yet after months — even years — of aggressive resistance from his advisers, the release of the 2005 deposition document appears to have increased the public credibility of his accusers, legal and public relations experts said.

And since Mr. Cosby is already facing a defamation lawsuit from three of his accusers, those experts said staying silent may now be his best strategy.

"There is no benefit in speaking out now, and there is a risk because anything he says now can be held against him," said Dan Hill, president of Ervin Hill Strategy, a crisis and reputation consultancy in Washington.

The 2005 case involved testimony by 13 unidentified women. In their filing, Ms. Constand's lawyers said they had sought permission from nine of the women to make the deposition public, and two of the women and a lawyer for two others said they had received requests from Ms. Constand's lawyers in emails on Tuesday.

Donna Motsinger and Kristina Ruehli — two of the 13 "Jane Doe" witnesses in the 2005 case — said on Wednesday that they had been contacted by Ms. Troiani's office for permission to unseal the deposition.

Both said they felt vindicated by Mr. Cosby's admission in the court record. They also said they fully supported unsealing the full deposition.

"I think more will come out," Ms. Motsinger said on Wednesday from her

home in New Mexico. “I think this is the tip of the iceberg. I think it’s a Pandora’s box.”

“There’s going to be more, and it’s going to strengthen the case against him,” she added.

Ms. Ruehli said, “In addition to being elated, vindicated and relieved, my reaction now is, Where does this go from here?”

As for how Mr. Cosby and his team could respond to the latest revelation, Mr. Hill said there was probably little they could do.

They could point out, for example, that Mr. Cosby did not admit to giving women Quaaludes without their consent, “but the court of public opinion has changed so much that no one is interested in a degree of defense anymore,” Mr. Hill said. “Unless he can say he didn’t do it, and here is proof, nothing works.”

Sara Brady, a public relations specialist based in Winter Park, Fla., said Mr. Cosby’s best option was probably to stay silent. His team will most likely be watching Mr. Cosby’s family members and close friends to make sure that no one speaks to the news media, and following anything his accusers might say.

“They will be monitoring all of the women who are being interviewed and weighing every word in hopes of having something to discredit them down the road,” she said.

She added they would also be watching in case this escalates into a criminal matter. The Los Angeles Police Department confirmed on Wednesday it had an open criminal investigation into a complaint of a sexual nature against Mr. Cosby by a woman.

Jack Richter, a spokesman for the police department, said California law prevented him from providing further details.

But he said the case had arisen after the complaint by the woman, and was not prompted by Monday's revelations.

Serge F. Kovalski contributed reporting. Susan Beachy contributed research.

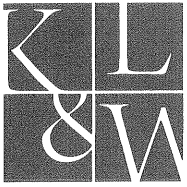
A version of this article appears in print on July 9, 2015, on page B3 of the New York edition with the headline: Cosby Legal and Publicity Teams Opt for Silence After Admission Is Released .

---

© 2015 The New York Times Company



# Exhibit E



**Kaplan Leaman & Wolfe**  
COURT REPORTING & LITIGATION SUPPORT

Constitution Place  
Suite 909  
325 Chestnut Street  
Philadelphia, PA 19106

Tel. (215) 922-7112  
Fax (215) 922-1950  
Toll Free (877) K LW-DEPO

EDUARDO C. ROBRENO  
15614 U.S. Courthouse  
601 Market Street  
Philadelphia, PA. 19106

In Re: William Cosby Transcripts

Dear Judge Robreno:

As a result of being contacted by various news sources the latter part of last week and this past weekend requesting the testimony of William Cosby from 2005 and 2006, as well as understanding the motion to intervene and obtain access to documents filed under seal was granted, our firm released the respective transcripts.

However, this morning we received an e-mail from George Gowen from Cozen O'Connor stating, "Please ensure that any further releasing of the deposition ceases immediately." We are continuing to receive requests regarding the transcripts and are befuddled by Mr. Gowen's statement within his e-mail.

I contacted your law clerk who told me to fax a letter to Your Honor in order for our firm to gain clarification regarding future requests. Can you please advise how our firm should proceed going forward regarding these inquiries?

Thank you very much, Your Honor.

Very truly yours,

  
Danielle Murphy

Office Manager

CC: George Gowen, Esquire, Dolores Troiani, Esquire

# Exhibit F

---

**Subject:** FW: Constand v. Cosby

**From:** Konopka, Joann [<mailto:JKonopka@cozen.com>] **On Behalf Of** O'Connor, Patrick  
**Sent:** Monday, July 20, 2015 9:49 AM  
**To:** [dmt@tglawoffice.com](mailto:dmt@tglawoffice.com)  
**Subject:** Constand v. Cosby

Dolores,

This will confirm that I called you on 9:25am on Monday morning advising you unequivocally that the release of the deposition transcript by people whom you hired, i.e., the court reporting service of Kaplan Leaman and Wolfe is a total violation of the Stipulation and Confidentiality Agreement. You indicated that you were unaware of any provision that dealt with such a release and surmised that it was our law firm that somehow caused the release of the Cosby transcript. As you know, this is absurd. Just read the morning newspaper to confirm how absurd your comment is.

Finally, I indicated to you that the release of the deposition transcript is a direct violation of Judge Padova's Order which entered a stay with respect to any release of documents by you or your office in connection with this matter, which would have included the Cosby deposition transcript. You indicated you were unaware of who Padova was and I reminded you about the subpoena that was issued to you seeking release of all filed documents, including the Cosby deposition. It was pursuant to that subpoena that Judge Padova entered an order staying any requested materials pending further review.

Very truly yours,

Patrick J. O'Connor



**Patrick J. O'Connor**  
**Vice Chairman | Cozen O'Connor**  
Suite 400, 200 Four Falls Corporate Center, P.O. Box 800 | West Conshohocken, PA 19428-0800  
P: 610-941-2375 F: 610-941-2350  
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](http://cozen.com)

***Notice: This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.***

# Exhibit G

---

**Subject:** FW: release of deposition transcripts

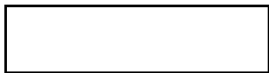
---

**From:** Gowen, George M. [<mailto:GGowen@cozen.com>]  
**Sent:** Monday, July 20, 2015 9:37 AM  
**To:** [dmt@tglawoffice.com](mailto:dmt@tglawoffice.com); Bebe Kivitz  
**Cc:** [gwolfe@klwreporters.com](mailto:gwolfe@klwreporters.com); O'Connor, Patrick  
**Subject:** release of deposition transcripts

Dear Dolores and Bebe:

Over the weekend, *The New York Times* reported that it had procured a copy of Mr. Cosby's entire deposition transcript from the court reporter that you used to take his deposition in 2005 and 2006. Obviously, because those transcripts are not part of the public record, such a release would violate the court reporter's obligations. Moreover, under paragraph 20 of the settlement agreement, you both were required to ensure that this did not happen. This is a clear violation of the settlement agreement. Please ensure that any further releasing of the deposition ceases immediately.

Sincerely,



**George M. Gowen**  
**Member | Cozen O'Connor**  
One Liberty Place | 1650 Market Street | Philadelphia, PA 19103  
P: 215-665-2781 F: 215-989-4174  
[Email](#) | [Bio](#) | [Map](#) | [cozen.com](#)

---

**Please note our new address: Cozen O'Connor, One Liberty Place, 1650 Market St., Philadelphia, PA 19103. Telephone and facsimile numbers have not changed.**

---

**Notice:** *This communication, including attachments, may contain information that is confidential and protected by the attorney/client or other privileges. It constitutes non-public information intended to be conveyed only to the designated recipient(s). If the reader or recipient of this communication is not the intended recipient, an employee or agent of the intended recipient who is responsible for delivering it to the intended recipient, or you believe that you have received this communication in error, please notify the sender immediately by return e-mail and promptly delete this e-mail, including attachments without reading or saving them in any manner. The unauthorized use, dissemination, distribution, or reproduction of this e-mail, including attachments, is prohibited and may be unlawful. Receipt by anyone other than the intended recipient(s) is not a waiver of any attorney/client or other privilege.*

# Exhibit H

**TROIANI & GIBNEY, L.L.P.**

ATTORNEYS AT LAW

DOLORES M. TROIANI, ESQUIRE  
dmt@tglawoffice.com

1171 LANCASTER AVENUE  
SUITE 101  
BERWYN, PA 19312

KIMBERLY C. GIBNEY, ESQUIRE  
kcg@tglawoffice.com

(610) 688-8400

FAX (610) 688-8426

July 20, 2015

George Gowen, III, Esquire  
Cozen & O'Connor  
1900 Market Street  
Philadelphia, PA 19103

RE: Constand v. Cosby (Consolidated)

Dear George:

We are in receipt of your e-mail. When we believed that the agreement was violated, we took the appropriate course and requested that the Court intervene. Your firm has instead chosen to make reckless accusations in the press, which are by any standard defamatory. As confirmed by the court reporter, we had nothing to do with the release of the deposition and we were not contacted in advance of its release.

We spoke to Gregg Wolfe, who is an independent and impartial court reporter of impeccable reputation. He tells us that he released the deposition relying upon his belief, as confirmed by various lawyers who represented the entities requesting the deposition, that the deposition was a public record which had been unsealed by the Court. The court reporter's code of ethics permits the disclosure of the deposition without notifying the parties in such a circumstance.

There are numerous examples in the Court's memorandum which would lend support to this point of view. For example, the footnotes on page 13 of Judge Robreno's decision seem to respond to the offending footnote we had asked be removed from your brief. A careful reading of the memorandum at pages 18 and 19, certainly lends credence to the court reporter's reliance on the decision. Judge Robreno found that Cosby had diminished his right to privacy by joining the debate about the merits of the allegations against him. The Court then wrote, "Moreover, the AP's interest in obtaining Defendant's depositions is legitimate. The purpose for which the deposition is sought (and surely will be distributed to the world) is not merely commercial gain or prurient interest in exposing the details of Defendant's personal life." (Op. P. 19)

That same paragraph lends credence to our position that your client has violated the settlement agreement, by "joining the debate about the merits of the allegations"

In that Mr. Wolfe relied upon the portion from the court reporter's code of ethics to release the deposition as a public record, we relied upon that portion which prohibits its release without the reporter first contacting the parties. All of the confusion is directly related to your client's failure to preserve the seal as clearly outlined in the Court's memorandum.



**TROIANI & GIBNEY, L.L.P.**

—ATTORNEYS AT LAW—

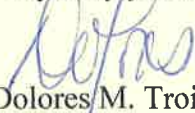
---

All of which points to the unworkability of the agreement which was entered into ten years ago, at a very different time. The ABC Cosby camp statement regarding the settlement has appeared repeatedly in various media accounts. There is a article about Camille Cosby telling the publicists to get in “front of this” at a meeting that is close in time to the release of the settlement statement.

In Pat’s rant to me, he said that “your” court reporter has declined requests for Ms. Constand’s deposition. That is appropriate because Ms. Constand’s deposition is not the subject of Judge Robreno’s Order. However, to be consistent, we have NO objection to its release.

In sum, we could spend the next ten years pointing fingers at one another. Although, we are flattered that your client believes we control the international press, we do not have the ability nor inclination to do so. To use a phrase, appropriate to Chester County, the horse galloped from the barn and took all of the ponies with him. You cannot close the barn door. Once again, we are open to a civil and courteous discussion about amending the settlement agreement in light of recent events.

Very truly yours,



Dolores M. Troiani

s/ Bebe H. Kivitz  
Jacobs Kivitz & Drake LLC  
1525 Locust Street, 12th Floor  
Philadelphia, PA 19102

VIA ELECTRONIC MAIL