THE VINCE BUGLIOSI STORY

Law Office

GEORGE V. DENNY III

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August 7, 1990

Mr. Stanley Yalkowsky
25 Central Park West, Apt. G.
New York, NY 10023

Dear Stanley:

I am forwarding herewith per your request one of the few existing copies of **THE VINCE BUGLIOSI STORY**. It was flattering that you were interested enough in such long-past historical trivia to call about it and to permit me to reminisce with you about the "good old days" when I dogged Vince's trail with others of the "truth squad" during the several campaigns when he sought to flim-flam the voters of Los Angeles County and California. As I have said on a number of occasions, Vince really should thank me for the job I did on him, since he became a millionaire by virtue of co-authoring "Helter Skelter" which he would never have had time to do had be become either District Attorney or Attorney General. (Just can't understand why that boy has never thanked me!)

I look forward to receiving your book on the Rosenbergs which I will eagerly devour several weeks hence when I get up to Lake Powell--as hard as the first 70 pages may be to wade through. As for the cost of reproducing my work, let's call the book exchange even, although I think I get the best of the deal since I am receiving the <u>hardcover</u> edition from you.

Cordially,

GEORGE V. DENNY III

GVD/jl
Encl.

INTRODUCTION

The following materials are presented to you by George V. Denny, based on his firm conviction that "what is past is prologue." Denny believes that past instances of abuse of office, falsification of evidence, perjury, and complicity in a conspiracy to obstruct justice do logically give rise to the inference that such conduct will probably be repeated in the future. And Denny further believes that more such conduct is likely from Vincent T. Bugliosi, who has so single-mindedly sought positions of prestige and power during the last four years.

Today, in this post-Watergate era, the voter realizes more than ever before that one of the foremost issues in the election for any office is the honesty and integrity of each candidate who aspires to that office. When it comes to those candidates running for the Office of District Attorney of Los Angeles County, none of them should expect to escape the closest possibly scrutiny of his or her past for indications of wrong-doing which portend the same, or even worse, forms of wrong-doing in the future.

In his two prior campaigns for high political office, Bugliosi has slandered people innocent of any wronging. He has created outrageous and totally false stories to mislead both the working press and the public. He has sought to hide his various malefactions by large payoffs -- always in supposedly untraceable cash. He has attempted to complete the cover-up of those settlements by means of secret written contracts calling for specified damages in event the terms of the payoffs should be disclosed.

The materials set forth herein are either copies of pleadings already on file in the Los Angeles County Courthouse under L.A.S.C. case numbers C42612 and C87997, or they are copies of documents and exhibits, the originals of which are held by George Denny in a safety deposit box at Security Pacific National Bank.

The facts disclosed by means of these documents are not nice. Their disclosure has hurt -- and undoubtedly will continue to hurt -- various children who are themselves totally innocent of any wrong-doing. It has truly been said that the sins of the father shall be visited on his children. Nowhere is this quotation more appropriate than in the case of Vincent T. Bugliosi, whose megalomaniacal lust for power continues to create the occasion for the repetition of his various misdeeds.

No one knows better than Bugliosi himself that as long as he continues to try to convince the voters of this County (or State) that he is worthy of their trust, these facts disclosing his dishonesty and untrustworthiness will inevitably be brought to the public's attention.

Following are the facts.

Two cases and two prior elections are referred to herein. The first case, that involving Bugliosi and Herbert and Rose Weisel, has most often been referred to in the press as "the milkman case." The second, involving Bugliosi and a medical receptionist, Virginia Cardwell, has gone by the name, "the Cardwell case."

The milkman case really starts back in the eight month period between October 26, 1964, and June 16, 1965, when Herbert Weisel was employed as a milkman by Arden Farms Company. During that time, one of the homes on his milk delivery route was 3092 Buckingham Road, Glendale, owned by Mr. & Mrs. Vincent T. Bugliosi.

ARDEN FARMS CO. – PERSONNEL RECORD

CARD NO.

NAME: Weisel (LAST) Herbert (FIRST) J. (MIDDLE) SOC. SEC. NUMBER 347-12-5198

ADDRESS 8919 Columbus Apt 14, Sepulveda PHONE NUMBER

DATE OF BIRTH 9/18/24 AGE PLACE OF BIRTH CITIZEN— yes DATE NATURALIZED

RACE	SEX	HEIGHT	WEIGHT	EYES	HAIR	PHYSICAL DEFECTS	MILITARY SERVICE
	M	5-10	145	Brown	Black	none	yes

FAMILY STATUS	CHILDREN	DEPEND.	HI-SCHO'L	COLLEGE	SPECIALIZED COURSE	YEAR WATCH [illegible] IVE
Married	2	1-1	yes	2		

ACCIDENT: NOTIFY

Rose L. Weisel - same

EMPLOYMENT RECORD

DATE	BRANCH	DEPT.	JOB CLASSIFICATION	RATE	RATE CHANGES DATE	RATE	DATE	RATE	DATE	
[illegible]										
10/26/64	Glendale	Ret.	Solicitor	25.00	11/2/64	80.00				
11/2/64	Glendale	Ret.	Routesalesman	2.475	2-7-65	2.875	3-1-65	2.975	3-7-65	3.
30										

DATE TERMINATED: 6/16/65 REASON: Discharged - was not qualified for our type of busin
Unable to keep books & handle money. To
out $222.00 short.

On January 31, 1966, a son was born to the Bugliosis.

FILED MAR 4 1966 RAY E. LEE, COUNTY RECORDER

CERTIFICATE OF LIVE BIRTH

STATE OF CALIFORNIA—DEPARTMENT OF PUBLIC HEALTH

LOCAL REGISTRATION 7097 006353

THIS CHILD	WINCENT	JOHN	BUGLIOSI	121	
	SEX: MALE	SINGLE	JANUARY 31, 1966	11:15A	
PLACE OF BIRTH	KAISER FOUNDATION HOSPITAL		13652 CANTARA STREET		
	PANORAMA CITY		LOS ANGELES		
MOTHER OF CHILD	GAIL	MARGARET	TALLOTO	CAUCASIAN	
	26	NEW YORK			
USUAL RESIDENCE OF MOTHER	3092 WINCHINGHAM ROAD				
	GLENDALE	3059	LOS ANGELES	CALIFORNIA	
FATHER OF CHILD	VINCENT	TORQUATO	BUGLIOSI	CAUCASIAN	
	31	MINNESOTA	DEPUTY DISTRICT ATTORNEY	LOS ANGELES	
INFORMANT'S CERTIFICATION		Vincent T. Bugliosi	February 1, 1966		
ATTENDANT'S CERTIFICATION		Julian F. Bell MD	13652 CANTARA STREET		
REGISTRAR'S CERTIFICATION		[illegible]	FEB 3 1966		

This is a true certified copy of the record
If it bears the seal of the County Recorder
imprinted in purple ink.

FEE
$2.00 NOV 2 1972

James A. Allison REGISTRAR-RECORDER

LOS ANGELES COUNTY, CALIFORNIA

COUNTY RECORDER LOS ANGELES COUNTY · CALIFORNIA ·

More than two years later, on March 5, 1968, Deputy District Attorney Vincent T. Bugliosi made a telephone request to David Correa, an investigator in the D.A.'s Bureau of Investigation, seeking the unlisted phone number of Mr. Weisel.

Mr. Weisel was referred to as a "witness" in connection with a case, People v. Fuentes, then actually being prepared for trial by Bugliosi. In fact, Mr. Weisel was in no way connected with the Fuentes case.

The Bureau of Investigation records reflect that on March 7, 1968, Bugliosi was notified of Weisel's then current address and phone number and the matter was closed by the Bureau.

It appears that for more than one year, Bugliosi did nothing with the information he had acquired.

BUREAU OF INVESTIGATION

OFFICE OF DISTRICT ATTORNEY

COUNTY OF LOS ANGELES

FILE NO. 26-2388

Closed

OTHER FILE NOS.

Exhbt B-1 for Identification
BARBARA COOKER, N.P.
July 12 1973

6F344D • Cdn 1-67

Correct

REQUEST FOR INVESTIGATION

CASE NO. 26-2382

To [illegible] R. STONER, Chief
Bureau of Investigation

DATE 2-5-68

CHARGE Pre-Trial.

COMPLAINANT Vince Bugliosi, DDA

ADDRESS ..... TELEPHONE EXT 82268

VICTIM D-105 EXT - 61915

ADDRESS ..... TELEPHONE .....

SUSPECT ~~[illegible]~~ HERBERT H. WEISEL

ADDRESS 12127 HOYT ST LAKEVIEW TERR.

DESCRIPTION: HT..... WT..... AGE..... EYES..... HAIR.....

SCARS..... OCCUPATION..... CAR, MAKE..... LIC. NO.....

OTHER SUSPECTS .....

IT IS ALLEGED BY COMPLAINANT:

Desires info re. the following witness

Herbert H. Weisel

12127 Hoyt St.

Lakeview Terrace

phone number -

Leo Vs. Fuentes

Assg'd to: Corner-Pre

By .....

EVELLE J. YOUNGER,
District Attorney
County of Los Angeles

Def Exhibit B For Identification
BARBARA CROOKER, R.P.
Jan 10 1973

Approved: .....
Chief, Bureau of Investigation

.....
Deputy District Attorney

CASE NO. 26-2382

To GE[illegible], Chief
[illegible] of Investigation

DATE 3-5-68

CHARGE Pre-trial

COMPLAINANT Vincent Bugliosi, DDA

ADDRESS ..... TELEPHONE X 82268

VICTIM zz D 105, X 61915

ADDRESS ..... TELEPHONE .....

SUSPECT: Herbert H. Weisel

ADDRESS 12127 Hoyt St., Lakeview Terr. TELEPHONE .....

DESCRIPTION: HT. ..... WT. ..... AGE ..... EYES ..... HAIR .....

SCARS ..... OCCUPATION ..... CAR, MAKE ..... LIC. NO. .....

OTHER SUSPECTS .....

IT IS ALLEGED BY COMPLAINANT:

Desires info re the following witness

Herbert H. Weisel

12127 Hoyt St.

Lakeview Terrace

Phone number

Peo. vs Fuentes

Captain Conrad

EVELLE J. YOUNGER,
District Attorney,
County of Los Angeles

By .....

Approved: [illegible]
Chief Assistant, Investigation

Deputy District Attorney

Bureau of Investigation DATE 3-5-68

CHARGE Pre-trial

COMPLAINANT Vincent Furlicci, DDA

ADDRESS TELEPHONE X-32263

VICTIM zzz D 105, X 61915

ADDRESS TELEPHONE

SUSPECT SUBJECT: Herbert H. Weisel

ADDRESS 12127 Hoyt St., Lakeview Terr. TELEPHONE

DESCRIPTION: HT. WT. AGE EYES HAIR

SCARS OCCUPATION CAR, MAKE LIC. NO.

OTHER SUSPECTS

IT IS ALLEGED BY COMPLAINANT:

Desires info re the following witness

Herbert H. Weisel

12127 Hoyt St.

Lakeview Terrace

Phone number

Peo. vs Fuentes

On 3-7-68 the Complainant DDA Furlicci was notified of the Witnesses current Address and Telephone number. The DDA did not desire any further investigation at this time. (closed)

Assg'd to: Correa

Shrader

EVELLE J. YOUNGER,
District Attorney
County of Los Angeles

Approved:
Chief, Bureau of Investigation Deputy District Attorney

Finally, things began to happen in March of 1969: almost four years since Mr. Weisel had last worked as a milkman on the Bugliosi's route, more than three years since the birth of their son, and just over one year since Bugliosi first acquired the Weisels' unlisted phone number.

On approximately March 14, 1969, Mrs. Rose Weisel received the first of a series of phone calls from a man who, throughout his contacts over the next few months, refused to identify himself.

The bizarre nature of the calls is more fully described in the November 3, 1972, Declaration of Rose Weisel, as set forth in full hereafter. In brief, she stated that the anonymous caller (later finally identified as Bugliosi) had sought to enlist her help in securing Mr. Weisel's written authorization to Arden Farms to permit Bugliosi to review Weisel's personnel records. Bugliosi wanted to determine if Weisel had been the milkman on their route at the time Bugliosi's son had been conceived.

A series of such calls to Mrs. Weisel, coupled with strange cars circling their block at night, frightened the Weisels to the point that they sought advice from Mr. Bernard Echt, an attorney distantly related to Mr. Weisel. Upon his advice, they changed their unlisted phone number to a new unlisted number. Also, on March 24, 1969, they wrote to Adohr Farms, Inc. (successor to Arden Dairy) to register their complaint about what they felt was a breach of confidentiality on the part of Adohr.

March 24, 1969

Adohr Farms Inc.
701 Western Avenue
Glendale, California

Gentlemen:

I wish to inform you, that I am a former employee of your company. At the time I was employed as a retail routeman, from Jan. 1965 to June 1965, the company was owned by Arden Farms.

Recently, my wife and I have been receiving herassing phone calls from an annonymus male caller stating that he used to be a customer on my route back in 1965. Since we have an unlisted phone, it is quite obvious that he received our phone number from your office and should we continue to receive any further such calls, we will be obligged to turn this matter over to our attorney. We hold your company responsible for divulging this information without our consent.

Sincerely,
MR. and MRS. HERBERT WEISEL

Several days later, they received a letter from the "anonymous caller." Understandably, its contents did little to lessen their anxiety:

Legal evidence:

1. anonymous letter
2. letter to arden
3. DMV report

Mr. Herbert Weisel

12127 Hoyt Street

Lakeview Terrace, California

Dear Mr. Weisel,

When I first spoke to you, you volunteered the statement that I could look at your records at Arden to verify that your leaving work there was unrelated to my wife*s pregnancy. Now that I've accepted your offer, you refuse to grant me permission and won't even talk to me. This is an extremely simple request I've made and your lack of cooperation magnifies everything beyond proportion. As I told you, I am not accusing you of anything. And I am not accusing my wife of anything. She's never done anything which could arouse my suspicions in any way whatsoever. If I had to bet every penny I have, I'd bet everything was okay. The possibility of anything being wrong is one-one hundredth of one per cent. And I was just trying to eliminate that one-one hundredth of one percent. If anything, you should feel sorry for me. There's no indication that you even know my wife or have even seen her. But at the time of her accidental pregnancy, you quit work around the same time. It's comical in one sense, with all the jokes about milkman. If this had happened to you, you probably would never have even given it a thought.. But it takes all typed of people to make up this world, and I unfortunate gave it a thought, although a very, very small one. In any event, now that you refuse to let me look at your records at Arden, I naturally am more suspicious and the thought enters my mind that if you had nothing to hide, why would you care if I looked at your records? Why you wouldn't want to give me complete peace of mind, and why you would want someone to have th faintest suspicions about you, I don't know.

Your wife sounded like a very thoughtful, understanding person the first time I spoke to her, and I was very impressed with her. I didn't expect her to hang up on me later. I'll call again in a few days. I'll expect you to show me the courtesy of talking to me and letting me look at the Arden records so that this ridiculous (I realize it's as ridiculous as you do) matter can be cleared up. Thank you for your anticipated cooperation. If someone asked me to do the simple thing I'm now asking you to do, I wouldn't even hesitate. I'd be happy to help the person out.

The Weisels began to fear for the safety of their own two children and notified their school that only they, the children's parents, should be permitted to pick them up at school.

RELEASE ONLY TO PARENTS

Name (legal) Last	First	Middle	Sex
Weisel,	Honnie	Andrea	M F

Address	Phone
12127 Hoyt St., LVT	899-5905
Change of Address	Phone

Birth Date	Birthplace (City - State)	Proof of Age	Passport
7-1-63	Los Angeles, Calif.	X Birth Cert	

Father	Mother	Guardian
Herbert H.	Rose	

Age AM	Age PM 14m	B1	A1	B2 IR	A2 32	B3 1	A3
B4 17	A4	B5	A5	B6	A6		

From To

E1. E2. E3. E4. E5. E6. E7. E8. E9. E10.

E1. 7-1-64

RELEASE ONLY TO PARENTS.

Name (legal) Last	First	Middle	Boy	Girl
WEISEL	KEITH	EDWARD	X	

Birth date	Birth place	Verif. of age ☐ Bapt. cert. ☐ Pass. ☐ Birth cert. ☐ Hlth/Vit. stat. ☐ Aff.
12-15-59	Los Angeles	
Father Herbert H.	**Mother** Rose	**Guardian**
Address 12127 Hoyt St., Lake View Terrace		**Phone** 899-6909 896-7046
Change of address		**Phone**
Change of address		**Phone**

Kgn AM	Kgn PM	(B1)	A1	B2	A2	B3	A3
		4am	8	10	11	12	1
B4	**A4**	**B5**	**A5**	**B6**	**A6**		
15		1		30	26		

With phone communication cut off because of the new unlisted number, Deputy District Attorney Bugliosi once more enlisted the aid of the Bureau of Investigation and Investigator Correa.

However, this time the information was sought on SUSPECT Herbert Weisel, and Bugliosi sought information concerning the location of Weisel's employer. The request for investigation was made on April 22, 1969, and on April 25, Bugliosi was given the information: Tasker Engineering Co., Van Nuys; phone 781-3150.

BUREAU OF INVESTIGATION

OFFICE OF DISTRICT ATTORNEY

COUNTY OF LOS ANGELES

FILE NO. 216-4464

Closed 4-25-69

OTHER FILE NOS.

Defts Exhibit C-1 For Identification
BARBARA CHICHKLR, N.P.
June 12 1973

CORREA

CASE NO. 20-20611
27-

To GEORGE R. STONER, Chief
Bureau of Investigation

DATE 4-22-69

CHARGE Murder - Att. Murder

COMPLAINANT DDA Vince Bugliosi

ADDRESS TELEPHONE

VICTIM

ADDRESS TELEPHONE

SUSPECT HERBERT WEISEL (22-1942)

ADDRESS 12127 Hoyt St. Mission Terrace TELEPHONE

DESCRIPTION: HT. WT. AGE EYES HAIR

SCARS OCCUPATION CAR, MAKE LIC. NO.

OTHER SUSPECTS

IT IS ALLEGED BY COMPLAINANT:

That at the Recessary to Locate
Employer for date suspect —
Warren Lanckoff
Hollywood Records & Pictures
Independent Corp - Vice Pres 1967 - Ex Employer

Deft C Exhibit For Identification
BARBARA CROOKER, N.P.
Jan. 10 1973

Assg'd to:

By

Approved:
Chief, Bureau of Investigation

EVELLE J. YOUNGER,
District Attorney
County of Los Angeles

Deputy District Attorney

68374— Cdb 7-68

CASE NO. 26-2867

[redacted] Chief
Bureau of Investigation

DATE 4-22-69

24.

CHARGE Pre-trial

COMPLAINANT DDA Vince Bugliosi

ADDRESS TELEPHONE

VICTIM

ADDRESS TELEPHONE

SUSPECT Herbert WEISEL -6235-

ADDRESS 12127 Hoyt St, Lakeview Terrace TELEPHONE

DESCRIPTION: WT. WT. AGE EYES HAIR

SCARS OCCUPATION CAR, MAKE LIC. NO.

OTHER SUSPECTS

IT IS ALLEGED BY COMPLAINANT:

That it is necessary to locate employer for above suspect:

Hughes Aircraft)
) Previous
Hydraulic Research)

Marquardt Corporation, Van Nuys, 1967. Last known employer.

Assigned to: Carrea

Shrader

EVELLE J. YOUNGER,
District Attorney
County of Los Angeles

Approved: Stoner
Chief, Bureau of Investigation

Deputy District Attorney

[redacted] kmr

TO: [illegible] R. STONER, Chief
Bureau of Investigation

CASE NO. 26-2367

DATE 4-22-69

25

CHARGE Pre-trial

COMPLAINANT DDA Vince Inglioni

ADDRESS TELEPHONE

VICTIM

ADDRESS TELEPHONE

SUSPECT Herbert WEISS, 26 yrs.

ADDRESS 12127 Hart St., Lakeview Terrace TELEPHONE

DESCRIPTION: HT. WT. AGE EYES HAIR

SCARS OCCUPATION CAR, MAKE LIC. NO.

OTHER SUSPECTS

IT IS ALLEGED BY COMPLAINANT:

That it is necessary to locate employer for above suspect:

Hughes Aircraft)
) Previous
Hydraulic Research)

Marquardt Corporation, Van Nuys, 1967. Last known employer.

Assigned: Pearson

By: Shanahan

EVELLE J. YOUNGER
District Attorney
County of Los Angeles

Approved:
Chief, Bureau of Investigation

Deputy District Attorney

Date cases filed

TO: GEORGE R. STONER, Chief, Bureau of Investigation

FROM: DAVID F. CORREA, Investigator

SUBJECT: HERBERT WEISEL; FILE NO. 26-2867

DATE: APRIL 25, 1969

Deputy District Attorney Vincent Bugliosi requested a confidential inquiry regarding the above-named subject to determine his current employer.

The following was obtained: Full name - HERBERT HERMAN WEISEL; residence - 12127 Hoyt Street, Lakeview Terrace; date of birth: 9-18-24; Social Security No. 347-12-5198; current employer - TASKER ENGINEERING COMPANY, 7838 Orion Street, Van Nuys, telephone number 781-3150.

DFC:rwf

The rest of the story is best told in the words of both Mr. and Mrs. Weisel.

Their two Declarations of November 3, 1972, were first made public as part of a news conference which occurred at the close of the run-off election between Bugliosi and Joe Busch. The purpose of the news conference was to bring to the public's attention Bugliosi's misuse of the powers and resources of the District Attorney's Office when he was just a Deputy D.A. The implications of yet greater misuse and abuse if he were to become the D.A. were apparent.

It was also the aim of all concerned with the news conference to protect Mrs. Bugliosi and their two children by referring to the subject matter of Bugliosi's calls and visits as a "private matter." Hence, that rather stilted language in the following two Declarations.

I, ROSE L. WEISEL, declare as follows:

I am a resident of Los Angeles County. I am married to Herbert H. Weisel and we have two minor children.

Starting in March, 1969, about March 14th, I received a number of anonymous telephone calls. The calls occurred almost daily until about March 25th. The caller was a male. The calls came when my husband was at work. He worked swing shift at that time.

During the first call I was asked if Herb was home and if he had worked for Arden's Dairy. During the second call I was asked to verify my husband's work record. When I asked why, I was given details of a very personal nature. I refused to give any information and told the caller he should seek professional help from a psychiatrist.

The rest of the calls followed the same pattern, the caller wanted to know when my husband worked for Arden, and he wanted authorization to check the work records of my husband at Arden. When I asked why he wanted this information the caller referred to this very personal matter. I always refused to answer these questions, and I continued to tell the man that he should seek professional help.

About this same time, I began to notice strange cars parking across the street. The cars seemed to be different every night. They would be parked for a while, leave and return and park a while more. Again, this was when my husband wasn't home since he worked swing shift.

The combination of these cars and the calls caused both my husband and me to be apprehensive and fear for the safety of our children. We changed our unlisted telephone number and instructed the children's elementary school not to release the children to anyone but their mother and father.

About two or three days after the phone number was

changed we received a letter. The letter told us that we should not have changed our phone number. We sent the letter to our attorney Bernard Echt (who is my husband's second cousin).

About May 12, 1969, my husband called from work and told me that the man who had been calling had come to his job. He wanted authorization to look at the Arden records. He would not give his name. He had brought up the same personal subject to Herb. Herb told me that he refrained from belting the man.

A few days later my husband and Rod Farris had a plan to find out who this man was. My husband told me that he told the man to come to work and he would give him the authorization for Ardens. The man came and Herb gave him a blank piece of paper and Bernard Echt's business card. Rod followed the man and got his license number.

The next day at about 11:00 in the morning I was out watering when a woman tapped me on the shoulder and said she was the wife of the man who was harrassing us. We went into the house. Herb was home. She remained about 30 minutes.

She asked for the Arden Milk authorization. I became angry and told her I was sick and tired of this treatment. She said that maybe if her husband saw the records he would be satisfied.

She became very pale when I said I would take the matter to the D.A. if this didn't stop. She said she didn't want this to become public.

She did talk about the personal subject which had been mentioned on the phone by her husband. I asked if her husband was seeing a psychiatrist. She said he wouldn't go but that she knew he was sick.

My husband went to pick up my daughter at school. When he returned, the woman left. Herb said that on the way to school he saw the man (who had come to the plant) sitting in a V.W.

parked around the corner. This woman was about 5 feet 5 inches short brownish hair, no makeup, wearing a plain housedress.

My husband called our attorney about this visit. Mr. Echt said he would really press this case.

My husband later called the attorney who told him that these people offered us $100.00 to settle the matter. We were very upset with the offer and turned it down. Our attorney told us that Vincent Bugliosi was the name of the man.

During the Tate murder trial my husband called me to see on television the man who had harrassed us. The man on the T.V. was Vincent Bugliosi.

That was the first time we knew that Vincent Bugliosi was a Deputy District Attorney.

This statement is executed this 3rd day of November, 1972, at Encino, California.

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

//

/s/ ROSE L. WEISEL

ROSE L. WEISEL

//

I, HERBERT H. WEISEL, declare as follows:

I am 44 (48. H.W.) years old, married to Rose L. Weisel, and we have two young children.

On March 14, 1969, I was informed by my wife that someone had called our house while I was at work asking for me, saying he was a friend of mine and asking if I had worked for Arden Dairy. He had refused to give his name.

On the days that followed my wife reported other phone calls she had received from the same man. From what she told me it appeared that he was trying to get written authorization from me to get my work records at Arden to satisfy himself about a personal matter which he discussed at length with my wife.

At about this same time my wife also told me that strange cars were driving around our block and parking across from our house almost nightly. My wife and I both became anxious about the combination of the phone calls and the cars.

Finally, on March 26th we had our unlisted phone number changed to a new unlisted number. At about the same time, we notified the school where our children went that no one but my wife and I were allowed to pick up the children, and one or the other of us began picking them up as each one got out at different times.

Two days after our number was changed we got a letter. It was typed and postmarked from Los Angeles. It said "You shouldn't have changed your phone number. That wasn't nice." There was more to the letter, but that is all I specifically remember.

I called my cousin, Bernard Echt, a lawyer, and he told me to send him the letter and envelope it had come in, which I did.

In early April I called the office at Arden Dairy and told them under no circumstances to release any information from

my employment records to anyone without my written authorization.

We heard no more until May 12, 1969, when I got a page over the P.A. system at my work. (Tasker Instrument Company in Van Nuys). I came into the lobby and a neatly dressed man met me and asked me for written authorization to permit him to see my employment records at Arden. I figured he was the same guy who had been bugging my wife with his calls, and I asked who he was. He wouldn't identify himself. We went outside the building, and I asked how he had gotten my work address. He said he had connections and implied it was through some credit bureau.

He then told me about why he wanted to see my records at Arden. It concerned a matter personal to him. I got very angry, told him what I thought of him, and told him he'd better get out before I decked him. I also told him I was going to consult my lawyer. He left.

Next day I called Arden Dairy and was informed that someone had tried to get information from my records but that none had been given out. I also called my lawyer and he said to handle all matters through him. I also discovered in talking to the plant guard at work that the man had been out to the plant that day and had "grilled" the guard about me. The guard told me about this shortly after it happened.

I had told my friend Rod Farris about the phone calls when we got them and after this harrassment at the plant, I talked to him at his home. We thought up a way where he could help to find out who the man was if he contacted me again for the authorization, which he did the next day.

I told him I would meet him the next day at the plant at 5:20 P.M. with the written authorization he had been asking for. I called Rod and told him to be at the plant early to follow the guy and see if he would lead us to a car so we could trace the

license number.

The man arrived early, just after 5:00 P.M., and as planned with Rod, I took him out front of the plant close to the lot where Rod was parked. After some conversation I gave him a blank folded piece of paper with my lawyer's card inside and told him if he wanted any other information to call Mr. Echt, but to stop bothering me at work because he was jeopardizing my job with his calls and visits. He walked away, and Rod followed. When he came back he gave me a piece of paper with "White V.W." and the license number "RFK 386" on it and told me the guy had driven out of the lot in a white V.W.

I called Mr. Echt, gave him the license number, and asked him to check through DMV to see who owned the car.

Next day around 11:00 A.M. I was inside the house and heard a female outside with my wife say that she was the wife of the man who had been harrassing us. They came in. The woman was about 5'5" to 5'6", brunette, wore no makeup, and was in a very plain dress. The conversation quickly got to the personal matters of her husband that my wife had described in his phone calls. Shortly before I left to pick up my daughter at school the woman also asked for me to give her husband the written authorization to see the records he had been wanting. Both my wife and I got very angry with her, told her that he had been making our lives miserable, that we had been scared about our children, and that I didn't plan to sign anything for a guy like that.

When I drove around the corner, I saw a light colored V.W. parked, and the man I'd seen at the plant was in it. He waived and called my name as I drove by. I returned with my daughter just as his wife was leaving our house.

I immediately called our lawyer, told him what had happened, and he said we should go all out and sue these people.

I asked if he had gotten the DMV report on the name of the man, and he said he hadn't yet.

I called the lawyer's office later in the afternoon from the plant and was told by the secretary that he was in conference and to call back. I did and Mr. Echt told me that the man and his wife had just been there talking to him, that they'd offered to pay us $100.00 to drop the whole matter, and that he suggested we do so.

I got very angry, told him I couldn't understand why his attitude had changed so much so quickly since my earlier call, and said I wouldn't consider any such offer after what that man had put us through. I hung up on him. I did get from him the fact that the man's name was Vincent Bugliosi.

My wife and I didn't go any further on the case with Mr. Echt. We didn't get any materials back that we had given him. And we finally decided just to count it as a very bad experience and drop any thought of suing Mr. Bugliosi.

I did check and found out that Mr. Bugliosi was on the milk route that I drove for Arden Dairy in 1965, his home being at 3092 Buckingham Road in Glendale.

It wasn't until sometime during the Manson trial that I happened to see Mr. Bugliosi on T.V. I called in my wife to show her the guy who had been harrassing us, and it was only then that we discovered that he was a Deputy District Attorney.

In June this year, after the primary elections, my wife and I discussed the fact that Mr. Bugliosi had become one of the two run-off candidates for D.A. Based on what had happened to us when he was only a Deputy and not the actual D.A., we were scared of what would happen if he got into office. I called the D.A.'s office and was put in touch with one of his assistants. We met, and I told him what Mr. Bugliosi had done to me and my family. I didn't know then and only found out this

Wednesday, November 1st, that Mr. Bugliosi had apparently gotten my original unlisted phone number and my 1969 work address at Tasker by using official D.A. channels, calling me a witness in one criminal case and a criminal suspect in another case.

Executed this 3rd day of November, 1972, at Encino, California.

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

/s/ Herbert H. Weisel

HERBERT H. WEISEL

Bugliosi had been apprised of the upcoming Weisel news conference before it occurred. Therefore, the night before the news conference, he concocted a spurious story about a supposed $300 theft that had occurred in his home, his suspicions about Weisel as the thief, and his contact with both Weisel and his attorney regarding those suspicions.

The Bugliosi refutation -- given before the Weisels had presented their specifically circumscribed news conference -- was laid out in full in the following day's Los Angeles Times:

The Los Angeles Times

CC PART II

SATURDAY, NOVEMBER 4, 1972

Former Milkman's Complaint Adds to DA Race Confusion

BY BILL BOYARSKY
and ROBERT A. JONES
Times Staff Writers

A former milkman—appearing at a press conference sponsored by supporters of Dist. Atty. Joseph P. Busch—said Friday that Dep. Dist. Atty. Vincent T. Bugliosi misused the power of his office to harass him for "personal" reasons.

Bugliosi, running against Busch, admitted he had a district attorney's investigator trace the ex-milkman, Herbert H. Weisel of Los Angeles, for a "personal matter" and that he contacted the man at his job. But he contacted the man at his job. But he said the personal matter was that he suspected Weisel had stolen $300 from his home during the time he delivered milk there.

Weisel denied he stole any money. He said the "personal" matter was something else—but he refused to say what it was at the two-hour news conference.

At day's end, neither side offered conclusive proof and it remained another confusing episode in the election campaign between Busch and Bugliosi for district attorney—one of the area's most bitter political campaigns.

Gives Sworn Affidavit

Weisel made his complaint to newsmen invited to the press conference by Maurice Harwick, a Beverly Hills attorney. Harwick is a member of a "truth squad" of attorneys backing Busch, but he said the press conference was not sponsored by the squad.

Weisel told his story under questioning from another attorney backing Busch, George Denny, and in a sworn affidavit distributed to newsmen.

"On March 13, 1969, I was informed by my wife that someone had called our house while I was at work asking for me saying he was a friend of mine and asking if I had worked for Arden Dairy," Weisel said in an affidavit. He no longer works for the dairy.

He said the man refused to give his name. He said he called other times. "From what she told me," Weisel said, "it appeared that he was trying to get written authorization from me to get my work records at Arden to satisfy himself about a personal matter which he discussed at length with my wife."

He said at about the same time, he and his wife noticed "strange cars" driving around the block and parking across from the house. He had his phone number changed, he said, and then one day received a note saying "you shouldn't have changed your phone number. That wasn't nice."

Weisel said he called a cousin and

Please Turn to Back Page, Col. 1

RACE CONFUSION

Continued from First Page—

attorney, Bernard Echt, for advice. Finally, he said a man came to him at where he was working at the time, and demanded written permission to check his work records at Arden dairy.

Weisel said he refused. Finally, he said, he decided to try to trace the man —whose identity he insisted he did not know. Weisel said he lured him to his place of employment with a promise to give him the written persmission he sought. The man showed up — and a friend of Weisel's got the license number of the man's car. Weisel said his attorney traced it. The attorneys sponsoring the press conference said they had evidence it was registered to Bugliosi.

The next day, Weisel said, a woman came to his house and Mrs. Weisel introduced her to him as "the wife of the man who had been harassing us."

Mrs. Weisel, in another sworn affidavit, said the woman asked for permission for her husband to see the Arden dairy employment records. She also said:

"She became very pale when I said I would take the matter to the DA if this didn't stop. She said she didn't want this to become public.

Payment Offer

"She did talk about the personal subject which had been mentioned on the phone by her husband. I asked her if her husband was seeing a psychiatrist. She said he wouldn't go, but that she knew he was sick."

Later, Weisel claimed, his attorney, Echt, called him to say that the man was in the office and would "pay us $100 to drop the whole matter." Weisel said he refused.

Later in the year, he said, he was watching television news accounts of the Manson trial, saw Bugliosi, the prosecutor on television and said it was "the guy who had been harassing us."

"In June this year, after the primary election, my wife and I discussed the fact that Mr. Bugliosi had become one of the two runoff candidates for DA," he said in the affidavit.

"Based on what had happened to us when he was only a deputy and not the actual DA, we were scared of what would happen if he got into office. I called the DA's office and was put in touch with one of his assistants. We met and I told him what Mr. Bugliosi had done to me and my family. I didn't know then and only found out this Wednesday, Nov. 1, that Mr. Bugliosi had apparently gotten my original unlisted phone number and my 1969 work address . . . by using official DA channels, calling me as a witness in one criminal case and a criminal suspect in another."

Bugliosi told a different story in an interview.

"I had forgotten about the name of the milkman, but . . . the name kind of rings a bell," he said. "I did have a milkman by that name several years ago. I think back in '66-67, I forget when.

"And my only recollection is that we had about $300 taken from our house. It was in my office. And one day there was a little note left by the milkman to the effect that 'I've looked all over the house and you have a very beautiful home.' He had permission to put milk in the refrigerator but here was a note saying to the effect that 'I've looked all over the house'."

"Being the investigator I am, I started thinking maybe this guy took the $300," Bugliosi said. "I didn't have any evidence of it at all."

"Around that time, he (the milkman) was apparently fired. I called the milk company. I asked why this guy was fired. They said something about . . . the official reason was that he couldn't keep his books straight. Off the record, he was daily coming in with a shortage in cash. The implication was that the man was stealing. I said 'well maybe if he's stealing from the milk company, maybe he's also stealing from me'."

Bugliosi said he asked David F. Correa, a district attorney's investigator, to find out where the man worked.

Bugliosi said he visited the man at his job, "told him $300 was missing." The man denied taking it. Bugliosi said he went to see the man's lawyer. He said the lawyer told him "I don't believe he's ever taken anything."

Bugliosi said "that was the end of it."

Weisel confirmed at the press conference that he had left Arden after "they informed me there was a shortage on the books."

Weisel said he told the dairy "this was incorrect" and he insisted that the dairy could not show him any such shortage.

Holding in abeyance for a moment the Weisel's reaction to Bugliosi's false charge calling Mr. Weisel a thief, the following glaring discrepancies are readily apparent in Bugliosi's contrived scenario:

1. Weisel wasn't the Bugliosi's milkman "back in '66-67." His last day of work as a milkman was June 16, 1965, almost four years from the date of March 13, 1969 when Bugliosi first called Mrs. Weisel.

2. The self-aggrandizing phrase, "Being the investigator I am, . . ." loses its punch with the realization that Bugliosi appears to have been investigating a purported 1965 theft in 1969 -- almost NINE MONTHS BEYOND THE THREE YEAR STATUTE OF LIMITATIONS FOR EITHER GRAND THEFT OR BURGLARY!

3. Furthermore, the actual Weisel note (strangely preserved by Bugliosi and presented by him as a defense exhibit at his deposition) was as follows:

"Mr. & Mrs. B.
Can't help compliment your
home. I think its the most
beautiful in the canyon,
and and (sic) see many!
Herb"

The implications are more than a little different from those in Bugliosi's description to the Los Angeles Times reporter: "I've looked all over the house and you have a very beautiful home."

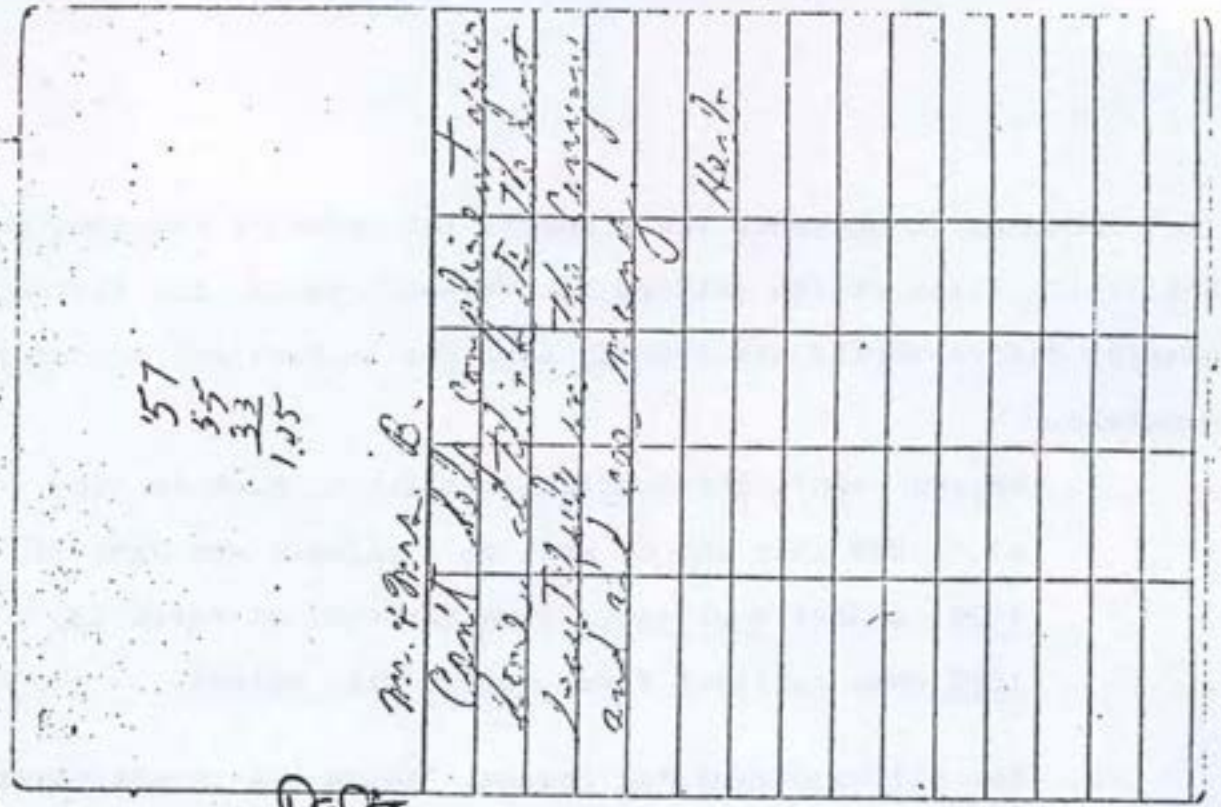

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Exhibit A for Identification
DARLENE GROVER, N.P.
Jan. 10, 1973

Form 1138 ARDEN FARMS CO. HOME SERVICE

Route No.

Please Print: First Name Middle Name Last Name *Wife's first name

Mr.
Mrs.

Address Zone City

Home Owner: Yes No Telephone

Former Address City

Credit Terms Requested: C.O.D. ☐ Weekly ☐ Semi-Monthly ☐ Monthly ☐

Husband's employer How long Occupation

Business address City

Wife's employer How long Occupation

Business address City

Charge Account Reference:
Name Address City

Signature Approved:

Date:

An interest charge at the rate of ½ of 1% per month on all statements not paid when due may be made at the option of Arden Farms Co.

The reaction of Mr. and Mrs. Weisel to the false and slanderous story concocted by Bugliosi was understandable: "Sue him, and do it now!"

Over that weekend a complaint for slander and intentional infliction of emotional distress was prepared, and on Monday, November 6, 1972, the pleadings were filed: Herbert H. Weisel and Rose L. Weisel vs. Vincent T. Bugliosi, L.A.S.C. No: C42612.

As exhibits made part of the Complaint were the Weisels' earlier Declarations of November 3rd plus two new affidavits, which filled in the gaps and omissions of the two earlier statements. The affidavits also constituted the foundation for the Weisels' second news conference, held the same day the action was filed.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, HERBERT H. WEISEL, depose and say that:

1. In my Affidavit of November 3, 1972, I specifically referred to the subject matter of the March, 1969, harrassing phone calls as about "a personal matter."

2. In describing the time when Mr. Bugliosi personally came to my job at Tasker Instrument Company in May, 1969, I described part of his conversation as relating to a matter "personal to him."

3. At the news conference at which I was questioned on November 3, 1972, I very carefully used the same phrases in referring to the "personal matter" which Mr. Bugliosi had been so upset about when he was harrassing me and my wife.

4. Both my wife and I used that type of description of the discussions we had had over the period of mid-March to mid-May, 1969, with both Mr. Bugliosi and his wife because we felt extremely sorry for Mrs. Bugliosi and their child. We did not want to hurt two people who we felt were as much victims of Mr. Bugliosi's harrassment as we were.

5. It was only on the day of that press conference that I learned for the first time that Mr. Bugliosi has told newsmen in response to their recent questioning that I supposedly stole money from his house during the first half of 1965.

6. My wife and I sincerely tried to protect Mrs. Bugliosi and their child from hurt. The attorneys who questioned us and checked out the truth of the facts we gave them agreed. They agreed to run the press conference in such a way that no reference would be made or questions allowed on the full subject matter of the harrassing calls to my wife and Mr. Bugliosi's visits to my job.

7. But Mr. Bugliosi has no such feelings about my wife

and my two children. He has called me a THIEF. I have just seen that allegation in print for all the rest of the world to see in the Los Angeles Times. That allegation is untrue.

8. I never stole anything from Mr. & Mrs. Bugliosi's home when I was a milkman for Ardens Dairy and their house was part of my route. I was never accused by Mr. Bugliosi of stealing anything from his home in his phone calls to my wife or during the face to face meetings with him when he contacted me at work in 1969.

9. I was never accused by Arden Dairy of stealing anything from Mr. Bugliosi's home.

10. Mr. Bugliosi has added this new slanderous charge to the ordeal that he already put us through three years ago. My wife and I feel that he is willing to charge me falsely as a thief -- to lie and to hurt us and our children -- to win an election.

11. We feel that our past concern for his family has given way now to the need to show what the whole truth is and to show what kind of man Mr. Bugliosi is. We feel that the effect on his wife and child cannot be as bad as the effect on Los Angeles County if this type of man should be elected District Attorney.

12. Both my wife and I have made the following facts known to a number of people.

(a) In the phone calls Mr. Bugliosi made to my wife between March 14 and March 25, 1969, as she described them to me, he stated that he wanted my records at Arden Dairy to see if I was the milkman on his route at the time his wife became pregnant. He said that he didn't believe he was the father of their child.

(b) On May 12, 1969, when Mr. Bugliosi came to

Tasker Instrument Co. where I worked, he asked me to come outside the building to talk to him. He asked if I had worked at Arden Dairy. When I said that I may have and asked why he wanted to know, he asked for my written authorization to see Arden's records. I asked who he was, and he wouldn't identify himself.

(c) When I pressed him further he said that he wanted the records to check whether or not I was the milkman on his route at the time his wife became pregnant. He said he didn't think he was the father of his child. I asked him if he was accusing me of adultery with his wife. He said that's why he wanted to check the records.

(d) I was outraged. I told him that I was married and had two children. I told him that I had never even seen his wife. I told him, "You must be pretty crazy to think I'd have an affair with your wife or anyone else's on the route." I also told him, "You better get out of here before I deck you." He left. I immediately called my attorney, Mr. Echt, about this incident.

(e) The day after Mr. Bugliosi had spoken to me at Tasker the second time (when Mr. Farris had followed Mr. Bugliosi to his car and gotten his license number) Mr. Bugliosi's wife appeared at our house in the morning. She said that she was the wife of the man who had been harrassing us. She asked to speak to us.

(f) She said that she was sorry for what her husband had been putting us through but that he didn't believe that he was the father of his own child, even though the child was "the spitting image" of her husband. We asked why she continued to live with a man who was accusing her of adultery. We said that

her husband should be getting psychiatric help. She told us that she'd tried many times, but that he wouldn't do it.

(g) During the time I was there she asked us just please to give her husband the written authorization for my Arden personnel records that he had been requesting and "maybe that will satisfy him." I told her that after the hell her husband had put us through, I wasn't about to do anything for him. I was extremely angry and upset with her and with him at this point.

(h) I remember that at about this point my wife was also upset and told her that, "If you're living with a man like that, you deserve him."

(i) I left to pick up my daughter at school and saw Mr. Bugliosi parked in his V.W. around the corner. out of sight of our house. He waived and called,"Hi, Herb." When I came back his wife was just leaving our house.

(j) I reaffirm all of the other facts as set forth in my affidavit of November 3, 1972.

Executed this 4th day of November, 1972, at Beverly Hills, California.

/s/ HERBERT H. WEISEL

HERBERT H. WEISEL

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 4th DAY OF NOVEMBER, 1972.

/s/ CHARLES H. GOLDSTEIN

NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

[SEAL]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, ROSE L. WEISEL, depose and say that:

1. I have read my husband, Herb's, declaration of this same date. His statement about why we are now making these further declarations is absolutely true.

2. As a mother of two young children, I desperately sympathize with Mrs. Bugliosi and their son. But Mr. Bugliosi's totally false accusation of theft against my own husband displaces those charitable feelings I have had toward his family.

3. I am now convinced that the whole truth of this matter should be disclosed to show just how false Mr. Bugliosi's charge is and just what kind of man it is who will make that charge just to try to win an election.

4. On the second day that Mr. Bugliosi called me on the telephone at our home he said again (as he had in his first call) that he wanted to verify my husband's work record at Arden Dairy. I asked how he had gotten our unlisted phone number. He said he had ways and implied that he had gotten it through a friend who worked in a credit bureau.

5. When I again asked him why he wanted the records, he said that he had a child, but the child wasn't his. I asked if he was implying that my husband had fathered his child. I asked if he had taken a blood test. He said that they didn't prove anything. I told him that he was sick and that he should see a psychiatrist.

6. I received additional calls from Mr. Bugliosi through March 25, 1969.

7. I spent as long as 10 minutes on some of them talking to him. On a couple of occasions, I remember specifically he said, "You're a very nice lady. I like to talk to you."

8. During these other calls, he again discussed with me

the fact that he wanted to get the records about my husband because he thought my husband was the milkman on their route four years earlier when their child was conceived. I told him that this was very sick, that it was ridiculous, and that he should get some professional help instead of harrassing us this way.

9. The day after my husband and Rod Farris had gotten Mr. Bugliosi's license number at the plant, we were visited at home by a woman who introduced herself as the wife of the man who had been harrassing us. She wanted to talk so we invited her in.

10. She apologized for all of the humiliation her husband had caused us. She said that even though their boy was the spitting image of her husband, he didn't think it was his. I asked if they had taken blood tests to check. She said they had, but that her husband still doubted that the child was his.

11. I told her that he should be seeing a psychiatrist. She said that she had been after him for a long time to do it, but he wouldn't go. She said, "I know he's sick. He's got a mental problem." She said, "The next thing he'll do is check on the Fuller Brush man and every other salesman who came to the house." She said that she had never seen my husband before. She said that she had never been with another man, that she worked during the day, and that she had neither the time or the inclination for having an affair with anyone because she loved her husband.

12. I then asked her why she had come to our home. She said that if we could only give the written authorization that her husband wanted, maybe he would be satisfied. I told her that I was sick and tired of all this, that we had been harrassed to the point where we had to keep our children close to home, I had to watch out for them, and that we had even had to arrange

to pick them up at school ourselves because we were afraid for their safety.

13. She said that he wasn't dangerous. I said that any man who denied his own child and accused her of the things he had, would, as far as I was concerned, be capable of harming the children of the man he seemed to be accusing of fathering his child. I told her that I was fed up even with her now coming to my home, and that I was to the point where I was going to the D.A. to put a stop to it.

14. Her face turned white, and she started to cry and pleaded with us not to do that because she didn't want it made public and didn't want her friends to know about the problem with her husband. I told her that her husband had better not show his face around our house.

15. There was other conversation along this same vein during the time that my husband was gone to get our daughter at school. The woman left just about the time when my husband and daughter returned. As that time he told me he had seen the man who had been "bugging him at the plant," that the man had been sitting around the corner in the white Volkswagon when he had driven to the school.

16. I reaffirm all of the other facts as set forth in my affidavit of November 3, 1972.

Executed on November 4, 1972, at Beverly Hills, California.

/s/ ROSE L. WEISEL
ROSE L. WEISEL

Subscribed and sworn to before me
this 4th day of November, 1972.

/s/ CHARLES H. GOLDSTEIN [SEAL]
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

At that November 6th news conference, the Weisels' attorney, George Denny, vowed to the press that the action was not a political gimmick, to be dismissed immediately after the election, but that the suit would be pursued either to judgment or settlement.

To that end, between January 10 and January 31, 1973, some nine depositions were taken by Denny. Among those who testified:

1. DAVID CORREA testified that he was an investigator for the District Attorney's Bureau of Investigation. He identified the Requests for Investigation of March 5, 1968, and April 22, 1969, as those he had worked up following phone requests from then Deputy D.A. Bugliosi.

2. BARBARA J. TUCKER, the Custodian of Records of the Glendale Police Department, produced records of complaints by the Bugliosis about mysterious persons around the house during the time of the Tate-LaBianca case. However, she testified that a thorough search of the files disclosed no report of any $300 theft from the Bugliosi home at any time.

3. Vincent T. Bugliosi clung steadfastly to the story he had given the Times. His explanation for making no report to the Glendale Police of the alleged $300 theft was that he was tops in investigating crimes, so it would have been an idle act to notify and seek the help of the police.

4. MRS. GAIL BUGLIOSI denied that she had ever seen or spoken to either Mr. or Mrs. Weisel, denied that she had been to their home, denied that she had ever been to Bernard Echt's law offices, and denied that she had ever met Echt or attorney Bernard Winsberg at those offices.

5. BERNARD ECHT testified that he had been contacted by Herb Weisel in March, 1969, concerning strange phone calls to Mrs. Weisel from a man. The man felt that Mr. Weisel might have fathered the man's child while a milkman on their route, and he wanted authorization to see Weisel's personnel records at Arden Farms.

Echt confirmed having gotten "the man's" license number from Mr. Weisel after the setup meeting in May outside Tasker Electronics Co. He identified the DMV Report of May 16, 1969, as that which he received from his investigator after Mr. Weisel's friend had staked out the parking lot from which Bugliosi had driven after the Tasker meeting.

Furthermore, Echt identified Vincent and Gail Bugliosi as the couple who came to his office the day after the Tasker meeting. He testified that, in the presence of fellow attorney Bernard Winsberg, Vince Bugliosi stated that he had been making the calls to Mrs. Weisel; that he would cease harrassing the Weisels; that his wife, Gail, had passed a lie detector test, but he was still unsure

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DATE: 05/16/69 TIME: 13:32
REG :69 LIC#:RFK386 YRMD:65 MAKE:VLKSW BTM :SED113 VIN#:115736934
R/O :BUGLIOSI VINCENT T, 3092 BUCKINGHAM RD CITY:GLENDALE      C.C.:19
SOLD:00/00/65 ISSD:07/00/65 LOCD:0
L/O :COURTS/RECORDS FCU, 320 W TEMPLE CITY:LOS ANGELES
TYPE:11 CYL :04 SMOG:4 VEH :12 BODY:0 CLAS:AL FEE :0021 *

END
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Pfs Exhbt 6 For Identification
BARBARA CROCKER, N.P.
Jan. 17 1973

and would like Mr. Weisel to take one; however, in all events Vince would annoy them no more and would offer to pay them $100 as "earnest money" to show his good faith.

6. BERNARD G. WINSBERG testified that he was a former Deputy District Attorney who had helped Vince Bugliosi put on his first preliminary hearing. He testified further that he introduced Vince and his wife to Echt because Vince had refused to identify himself to the receptionist when he came in seeking to see Echt, and he confirmed in detail the meeting with the four of them in which Vince acknowledged the harrassment of the Weisels, promised to stop, and made the $100 "earnest money" offer.

The last deposition scheduled by the plaintiffs took place on January 31st. Then, supposedly, Bugliosi was going to destroy the credibility of the Weisels by his blistering examination of them on <u>their</u> depositions.

Although Bugliosi had scheduled the taking of Mr. and Mrs. Weisel's depositions for February 1, 1973, his attorney cancelled them and, instead, initiated negotiations for settlement.

Bugliosi's initial offer of $500 was rejected. Ultimately, he raised his offer to $12,500.

The choice for the Weisels was difficult. One objective of having publicized their ordeal with Bugliosi had been

accomplished: Bugliosi had not become District Attorney of Los Angeles County. On the other hand, part of the settlement package that Bugliosi was proposing along with the money would cover up the testimony of those deposed witnesses whose sworn statements proved not only Bugliosi's lies in manufacturing the $300 theft story but also established his perjury in the course of his own deposition.

Ultimately, because of the substantial sum offerred and the potential costs -- emotional as well as financial -- of continued litigation, the Weisels agreed to accept the offered settlement. Then came the provisos.

Bugliosi insisted that there be handed over to him all of the stenographic notes of the yet untranscribed nine depositions that had been taken by Denny. The Affidavit of Barbara Crooker, C.S.R., sets forth the procedure by which Bugliosi gained possession of her steno-tapes.

AFFIDAVIT OF BARBARA CROOKER

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, BARBARA CROOKER, being first duly sworn, do hereby depose and say that:

1. I am now and at all times pertinent hereto was a Certified Shorthand Reporter, licensed as such by the State of California; and during the period referred to herein I worked for Sarnoff Court Reporters, Inc.

2. On the dates indicated below, I took the depositions of the following named individuals pursuant to notices filed in connection with the case of Herbert H. Weisel and Rose L. Weisel vs. Vincent T. Bugliosi, et al., L.A.S.C. No: C42612:

January 10, 1973:	Vincent T. Bugliosi
January 11, 1973:	Gail Margaret Bugliosi
January 12, 1973:	Bernard G. Winsberg, Barbara J. T[illegible]e: and David F. Correa
January 17, 1973:	Bernard Echt, and Richard Carlson
January 23, 1973:	David J. Epstein
January 31, 1973:	Charles Winner

3. Other than one short partial transcript of several pages which I prepared at the request of Geo. V. Denny III, Esq., I did not transcribe any of the depositions because Mr. Denny had told me that none was to be transcribed until I was otherwise notified pursuant to an agreement between Mr. Denny and Stephen W. Solomon, Esq., attorney for Mr. Bugliosi.

4. On February 13, 1973, a statement from Sarnoff Court Reporters, Inc. was rendered to Mr. Denny in the sum of $450.00 for the depositions I had taken. The daily and half-daily rate was charged because none of the depositions had been transcribed. A copy of the statement is attached hereto as Exhibit "A" and incorporated herein by reference.

5. On March 22, 1973, I appeared in Mr. Denny's office in Beverly Hills and brought with me all of the steno-tapes of the depositions I had taken, as set forth in Paragraph 2 above. Another Certified Shorthand Reporter was present at that time. I was sworn and my own deposition was taken by Mr. Solomon and Mr. Bugliosi. I was questioned as to whether or not I had copied or transcribed any of the steno-tapes other than the partial transcript mentioned in Paragraph 2 above. At the conclusion of my testimony, having identified all of the steno-tapes I had taken in connection with the case, I turned over possession of those steno-tapes to Mr. Bugliosi, and the partial transcript previously mentioned was also turned over to Mr. Bugliosi.

6. I have neither seen those steno-tapes nor had any further connection with the case since March 22, 1973.

Barbara P. Crooker
BARBARA CROOKER

Subscribed and sworn to before me this 6th day of May, 1974.

Phyllis Deschamps
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

OFFICIAL SEAL
PHYLLIS DESCHAMPS
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 9, 1978

McGURRIN & DENNY
ATTORNEYS AT LAW
218 S. BEVERLY DRIVE
BEVERLY HILLS,
CALIFORNIA 90212
AREA CODE 213
556-2277 AND
879-2277

Sarnoff Court Reporters, Inc
CERTIFIED SHORTHAND REPORTERS
4006 WILSHIRE BOULEVARD, SUITE 510
LOS ANGELES, CALIFORNIA 90024
(213) 938-2461
I.D. #95-2775647

Rptr: Crooker

REFER TO DEPO NO. _____

Feb. 13, 1973

George V. Denny, III
315 S. Beverly Dr.
Beverly Hills, Calif. 90212

TO INSURE PROPER CREDIT, PLEASE RETURN ONE COPY OF THIS INVOICE.

IN THE CASE OF: HERBERT H. WEISEL, etc.

VS

VINCENT T. BUGLIOSI, et al No. C 42612

DEPOSITION(S) OF:

Vincent T. Bugliosi, 1/10/73 (All Day) . .	$100.00
Gail Bugliosi, 1/11/73 (Half Day) . .	50.00
B.J. Tucker, D. Correa & B. Winsberg 1/12.	100.00
B. Echt & D. Carlson, 1/17/73 (All Day). .	100.00
David Epstein, 1/23/73 (Half Day). .	50.00
C. N. Winner, 1/31/73 (Half Day). .	50.00
Total	$450.00

ORIGINAL AND ONE COPY:

Full credit applied if transcribed within 30 days

EXHIBIT "A"

In addition, Bugliosi insisted that his payment would be in cash; that there be no reference in any document to any money having actually been paid; and that, in addition to a more or less regular Release Agreement, there should be a separate Liquidated Damages Agreement to provide specified money damages if either side should reveal the actual terms of the Agreement.

The two documents went through several draft stages. Bugliosi initially sought $50,000 as the figure for liquidated damages but finally agreed to $15,000.

On March 21 and 22, 1973, the final versions of both documents were signed by Mr. and Mrs. Bugliosi, Mr. and Mrs. Weisel, and the attorneys for both sides. All signatures were notarized.

RELEASE AGREEMENT

This agreement made this 23rd day of March, 1973, by and between Herbert H. Weisel, Rose L. Weisel, and George V. Denny III, herein called Parties of the First Part, and Vincent T. Bugliosi and Gail M. Bugliosi, herein called Parties of the Second Part, is a release, whereby the undersigned, pursuant to Section 1541 of the Civil Code of California, extinguish their rights and claims as herein enumerated.

Now, therefore, for valuable consideration, receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Each Party of the First Part, on behalf of himself, his heirs, executors, administrators, and assigns, hereby fully releases and discharges the Parties of the Second Part and their heirs, executors, administrators, and assigns from all rights, claims and causes of action of any kind or nature whatsoever which each Party of the First Part and his above mentioned successors now have or may, after the signing of this agreement, have against the Parties of the Second Part and their above mentioned successors arising out of the entire alleged incident (as set forth in Los Angeles Superior Court No. C 42612) or arising out of any allegedly defamatory statements made by Vincent T. Bugliosi at any time prior to signing of this agreement.

2. Each Party of the Second Part, on behalf of himself, his heirs, executors, administrators, and assigns, hereby also fully releases and discharges the Parties of the First Part and their heirs, executors, administrators, and assigns from all rights, claims and causes of action which each Party of the Second Part and his or her above mentioned successors now have or may, after the signing of this agreement, have against the Parties of the First Part, and their above mentioned successors, arising out of any statements made about either Vincent T. Bugliosi or Gail M. Bugliosi or their family by any of the Parties of the First Part, prior to the signing of this agreement, or arising out of any litigation initiated by or on behalf of Herbert H. Weisel or Rose L. Weisel or George V. Denny III, prior to the signing of this agreement.

3. In addition, the Parties of the Second Part hereby agree to hold harmless and indemnify the Parties of the First Part, and each of them, with respect to any action instituted by or on behalf of their children, Vincent T. Bugliosi, Jr., and Wendy S. Bugliosi, arising out of any of the matters herein mentioned.

4. It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the consideration made is not to be construed as an admission of liability on the part of any party hereto, and that said parties deny liability therefor and intend merely to avoid litigation and buy their peace.

5. It is further understood and agreed that all rights under Section 1542 of the Civil Code of Procedure and any similar law of any state or territory of the United States are hereby expressly waived. Said Section reads as follows:

> "1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6. All parties to this agreement have read this release and had the terms used herein explained to them by legal counsel.

READ CAREFULLY BEFORE SIGNING.

Herbert H. Weisel
HERBERT H. WEISEL

Rose L. Weisel
ROSE L. WEISEL

GEORGE V. DENNY, III

Vincent T. Bugliosi
VINCENT T. BUGLIOSI

Gail M. Bugliosi
GAIL M. BUGLIOSI

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On this 21st day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT H. WEISEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

OFFICIAL SEAL
GEORGE V. DENNY III
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 27, 1973

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 21st day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSE L. WEISEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

OFFICIAL SEAL
GEORGE V. DENNY III
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 27, 1973

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 22nd day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE V. DENNY III, known to me to be the person whose name is subscribed to the within instrument andacknowledged that he executed the same.

CAROL F. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Apr. 26, 1974
473 - 28th St., Manhattan Beach, Calif.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 22nd day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared VINCENT T. BUGLIOSI, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

CAROL F. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Apr. 26, 1974
473 - 28th St., Manhattan Beach, Calif.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 21 day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared GAIL M. BUGLIOSI, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

MAR 21 1973

OFFICIAL SEAL
CONNIE L. DAILEY
NOTARY PUBLIC - CALIF
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES AUGUST 11, 1

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

APPROVED AS TO FORM AND CONTENT:

McGURRIN & DENNY

BY _____
GEO. V DENNY III
Attorneys for HERBERT H . WEISEL
and ROSE L. WEISEL

KURLANDER, SOLOMON & HART

BY _____
STEPHEN W. SOLOMON
Attorneys for VINCENT T. BUGLIOSI
and GAIL M. BUGLIOSI

LIQUIDATED DAMAGES AGREEMENT

1. The undersigned parties to this Liquidated Damages Agreement namely, Vincent T. Bugliosi, Gail M. Bugliosi, Herbert H. Weisel, Rose L. Weisel, George V. Denny III and Stephen W. Solomon, hereby agree that in return for each other's promises, none of them, by themselves or through their agents or some other party, will hereafter repeat, write or utter, or cause to be repeated, written or uttered, to any member of the press or news media or any third party, any of the charges or allegations made which resulted in the case of Herbert H. Weisel and Rose L. Weisel vs. Vincent T. Bugliosi (L.A.S.C. No. C 42612), and which are contained within said L.A.S.C. No. C 42612.

2. All of the aforementioned and undersigned parties further agree that in return for each other's promises, none of them, by themselves or through their agents or some other party, will hereafter offer evidence of or disclose, in any fashion whatsoever, to any member of the press or news media or any third party, the fact, if it be a fact, that either party paid the opposing party any sum of money at all, or the terms of the settlement, if any, that either undersigned party or parties made or paid to any other undersigned party or parties arising out of the case of Herbert H. Weisel and Rose L. Weisel vs. Vincent T. Bugliosi, (L.A.S.C. No. C 42612).

3. All of the aforementioned and undersigned parties agree that it will be permissible for them to say, if asked, that mutual releases were given, the case was dismissed, and the case was settled to the mutual satisfaction of all parties. It will also be permissible to say, if asked, "We have agreed not to discuss the matter any further with anyone."

4. All of the aforementioned and undersigned parties further agree that in return for each other's promises, none of them, by themselves or through their agents or some other party, will ever give or show (or cause to be given or shown) this Liquidated Damages Agreement, or reveal or cause to be revealed the contents of this Liquidated Damages Agreement, to any member of the press or news media or any third party. A statement by any of the parties to this agreement to the effect "there's an agreement not to talk" or "we've signed an agreement not to talk" is hereby prohibited.

5. All of the aforementioned and undersigned parties further agree that in the event of a breach of any of the promises contained in paragraphs 1, 2, 3, or 4 of this agreement, it would be impracticable or extremely difficult to fix the actual damages to the injured party; and, therefore, Vincent T. Bugliosi, Gail M. Bugliosi and Stephen W. Solomon agree that in the event that any or all of them breach this agreement, the breaching party or parties will pay to Herbert H. Weisel, Rose L. Weisel and George V. Denny III, as liquidated damages and not as a penalty, the sum of $15,000.00, which represents a reasonable compensation for the loss incurred by such breach. Herbert H. Weisel, Rose L. Weisel and George V. Denny III, likewise agree that in the event that any or all of them breach this agreement, the breaching party or parties will pay to Vincent T. Bugliosi, Gail M. Bugliosi and Stephen W. Solomon, as liquidated damages, and not as a penalty, the sum of $15,000.00, which represents a reasonable compensation for the loss incurred by such breach. However, if suit is undertaken by Vincent T. Bugliosi or Gail M. Bugliosi or either of

their children, Vincent T. Bugliosi, Jr. and Wendy S. Bugliosi (or any Guardian ad Litem suing on behalf of either child) against any person not a party to this agreement for any cause of action relating to, arising out of, or having to do with any of the subject matter of the case of Weisel v. Bugliosi, L.A.S.C. No. C 42612, any party hereto who is subpoenaed to appear in such action either for deposition or for trial shall be permitted to testify fully as to all questions put to him or her and shall not be liable to Vincent T. Bugliosi, Gail M. Bugliosi, or Stephen W. Solomon, for the liquidated damages as provided for herein.

DATED: March 22, 1973

Vincent T. Bugliosi
VINCENT T. BUGLIOSI

DATED: March 21, 1973

Gail M. Bugliosi
GAIL M. BUGLIOSI

DATED: March 21, 1973

Herbert H. Weisel
HERBERT H. WEISEL

DATED: March 21, 1973

Rose L. Weisel
ROSE L. WEISEL

DATED: March 22, 1973

GEORGE V. DENNY III

DATED: March 22, 1973

STEPHEN W. SOLOMON

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 22nd day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared VINCENT T. BUGLIOSI, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CAROL F. BRENNAN
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Apr. 12, 1974

Carol F. Brennan
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 21 day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared GAIL M. BUGLIOSI, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CONNIE L. DAILEY
NOTARY PUBLIC - CALIF.
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
MY COMMISSION EXPIRES AUGUST 11, 1976

MAR 21 1973

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 21st day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared HERBERT H. WEISEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GEORGE V. DENNY III
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 27, 1973

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 21st day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared ROSE L. WEISEL, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GEORGE V. DENNY III
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 27, 1973

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 22nd day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE V. DENNY III, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CAROL F. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires April 11, 1974

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

On this 22nd day of March, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared STEPHEN W. SOLOMON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
CAROL F. BRENNAN
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires April 11, 1974

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

The cash payoff was made in two installments: $12,000 on March 22, 1973, and $500 on April 9, 1973.

The monies were deposited on the dates received into George Denny's trust account, as reflected by the deposit slips and monthly statements.

Checks from that trust account disbursed the proceeds to Mr. and Mrs. Weisel and to Denny for attorney's fees and costs.

GEO. V. [illegible] NY, III

66

DATE 3-22 19 23

TOTAL DEPOSIT

$12,000

Please list all items on the back of this ticket or attach list and enter total deposit in this box.

Checks and other items are received for deposit subject to the terms and conditions of this bank's collection agreement.

SECURITY PACIFIC NATIONAL BANK

Olympic & Beverly Drive Branch
9431 Olympic Blvd., Beverly Hills, Calif. 90212

⑆122315⑆ 1487:059=052 514⑈

DEPOSIT TICKET

PLEASE BE SURE THAT ALL ITEMS ARE PROPERLY ENDORSED. LIST EACH CHECK SEPARATELY.

	DOLLARS	CENTS
CURRENCY	12,000	—
COIN		
CHECKS (except foreign items)		
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34		
35		
36		
TOTAL	12,000	—

PLEASE ENTER THE TOTAL AMOUNT OF

GEO. V. DENNY, III

DATE 4/9 19 23

TOTAL DEPOSIT

$500

Please list all items on the back of this ticket or attach list and enter total deposit in this box.

Checks and other items are received for deposit subject to the terms and conditions of this bank's collection agreement.

SECURITY PACIFIC NATIONAL BANK

Olympic & Beverly Drive Branch
9431 Olympic Blvd., Beverly Hills, Calif. 90212

⑆122315⑆ 1487:059=052 514⑈

DEPOSIT TICKET

PLEASE BE SURE THAT ALL ITEMS ARE PROPERLY ENDORSED. LIST EACH CHECK SEPARATELY.

	DOLLARS	CENTS
CURRENCY	500	—
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CHECKS (except foreign items)		
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36		
TOTAL	500	—

PLEASE ENTER THE TOTAL AMOUNT OF

SECURITY PACIFIC NATIONAL BANK

Depositor's Statement

GEORGE V DENNY III
TRUST ACCT
315 SO BEVERLY DR
BEVERLY HILLS CA 90212

059 052 51
61
0

SECURITY PACIFIC NATIONAL BANK
OLYMPIC & BEVERLY DRIVE BRANCH
9431 OLYMPIC BLVD
BEVERLY HILLS CA 90212

ACCOUNT NUMBER 052 514 FEB 28 73 MAR 30 73

DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DESCRIPTION	AMOUNT	DATE	BALANCE
DEPOSIT	2600					03 15	782
DEPOSIT	7000	CHECK	2600			03 21	826
DEPOSIT	6500	DEPOSIT	1200000			03 22	12851
CHECK	577520					03 23	7110
CHECK	4200					03 26	7074
CHECK	622460					03 27	649

GEO. V. DENNY III
ATTORNEY AT LAW
315 S. BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
273-2250

4148 / No 691

90-1487
1223

March 23 1973

PAY TO THE ORDER OF Herbert H. Wiesel & Rose L. Wiesel $6224.54/100

Six thousand two hundred twenty-four and 54/100 DOLLARS

THIS CHECK IS IN PAYMENT OF ITEMS AS PER STATEMENT FOLLOWING. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL WHEN CHECK IS PAID

Wiesel v. Dayton

OLYMPIC & BEVERLY DRIVE BRANCH
SECURITY FIRST NATIONAL BANK
90-1487 / 1223
9431 OLYMPIC BLVD.
BEVERLY HILLS, CALIF.

GEO. V. DENNY III
TRUST ACCOUNT

George V. Denny III

⑈1223⑈1487⑆059⑈ 052 514⑈ ⑈000622480⑈

GEO. V. DENNY III
ATTORNEY AT LAW
315 S. BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
273-2250

No 692

90-1487
1223

Mar. 23 1973

PAY TO THE ORDER OF George V. Denny III $5775.22/100

Five thousand seven hundred seventy-five and 22/100 DOLLARS

THIS CHECK IS IN PAYMENT OF ITEMS AS PER STATEMENT FOLLOWING. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL WHEN CHECK IS PAID

Wiesel v. Dayton

OLYMPIC & BEVERLY DRIVE BRANCH
SECURITY FIRST NATIONAL BANK
90-1487 / 1223
9431 OLYMPIC BLVD.
BEVERLY HILLS, CALIF.

GEO. V. DENNY III
TRUST ACCOUNT

George V. Denny III

⑈1223⑈1487⑆059⑈ 052 514⑈ ⑈000577520⑈

SECURITY PACIFIC NATIONAL BANK

Customer's Statement

GEOGE V DENNY III
TRUST ACCT
315 SO BEVERLY DR
BEVERLY HILLS CA 90212

059 052

F PACIFIC NATIONAL BANK
C & BEVERLY DRIVE BRANCH
OLYMPIC BLVD
LY HILLS CA 90212

ACCOUNT NUMBER 052 514 MAR 30 73 APR 30

DESCRIPTION	AMOUNT	DESCRIPTION		DESCRIPTION		DATE	
CK	4400					04 04	
T	50000					04 09	13
051T	1100	CHECK ORDER	689			04 10	13
CK	3000					04 13	12
	50000					04 16	7
051T	62490					04 25	14

GEO. V. DENNY III
ATTORNEY AT LAW
315 S. BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
273-2250

No. 694 4748 90-1487/1223

4/9 19 73

PAY TO THE ORDER OF HERBERT H. WEISEL and ROSE L. WEISEL $500.00

Five Hundred and 00/100 DOLLARS

THIS CHECK IS IN PAYMENT OF ITEMS AS PER STATEMENT FOLLOWING. ENDORSEMENT OF PAYEE WILL CONSTITUTE A RECEIPT IN FULL WHEN CHECK IS PAID

OLYMPIC & BEVERLY DRIVE BRANCH
SECURITY FIRST NATIONAL BANK
90-1487 9431 OLYMPIC BLVD.
1223 BEVERLY HILLS, CALIF.

GEO. V. DENNY III
TRUST ACCOUNT

⑈1223⑈ ⑆1487⑆059⑈ 052 514⑈ ⑈00000 50000⑈

A dismissal of the action was entered, and so ended the lawsuit.

But Vincent T. Bugliosi just couldn't stay out of trouble.

Just two weeks after he made the last $500 cash payment on "the milkman case," Bugliosi formed a liaison with Virginia Cardwell, a medical receptionist living with her five year old son in a small apartment in Santa Monica. The details of the relationship are relevant only to the point of refuting statements made later by Bugliosi to the Santa Monica Police when he was under investigation for having beaten up Mrs. Cardwell.

For a period between April 24 and June 25, 1973, Bugliosi saw Mrs. Cardwell approximately 11 times, more frequently at her apartment but occasionally at his law office.

On June 13th, Mrs. Cardwell called Bugliosi at his office (phone: 272-8531) and asked to see him to discuss something of importance. Following his arrival at her apartment, she told him that she thought she was pregnant. Bugliosi, greatly upset, insisted that she get an abortion. Mrs. Cardwell initially refused on moral grounds, but, after being alternately subjected to pleas and threats by Bugliosi, she finally told him she would get one.

Bugliosi told her to find out the cost so that he could give her the money. Mrs. Cardwell wasn't yet certain that she was pregnant, nor did she intend to get an abortion even if she were pregnant. Nevertheless, to pacify Bugliosi -- who called her continually to make sure she would go through with it -- she told him she had checked out doctors and hospitals and that it would cost $450.

On June 20th, Bugliosi handed over to Mrs. Cardwell $448 in cash -- the two dollar discrepancy resulting from his having taken

that amount out for his lunch that day.

Mrs. Cardwell did not want to deposit the money in her checking account since she was at the time drawing disability compensation and didn't want a large deposit appearing on her records. Also, she really wasn't sure what to do with Bugliosi's money, knowing she had no intention of getting an abortion. Therefore, she purchased two money orders for $200 and $250 -- chipping in the missing two dollars herself. Although the date and amounts were filled in by the bank, the purchaser and payees were left blank.

When she got home, she typed in her own name as payee and Bugliosi's as purchaser on both money orders. However, on one stub, she typed the name of an obstetrician she'd picked at random from the yellow pages, and on the other stub she typed "UCLA Med. Ctr." These stubs she intended to show to Bugliosi to convince him that the abortion he'd been insisting on had occurred.

72.

RECEIPT FOR MONEY ORDER

PAYABLE TO Dr. Fick

NO. 0218 45921

DATE 6-20-73

AMOUNT $ 250.00

MONEY ORDER
PURCHASED AT
Santa Monica Branch
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION

CAUTION: PURCHASER AGREES TO INSERT, IN INK, THE NAME OF PAYEE, AND THE NAME OF PURCHASER IN SPACES PROVIDED, BEFORE LEAVING PREMISES. PURCHASER ASSUMES RESPONSIBILITY FOR ALL CONSEQUENCES OCCASIONED BY HIS FAILURE TO DO SO.

THIS PURCHASE IS SUBJECT TO THE BANK OF AMERICA NT&SA'S RULES AND REGULATIONS APPLICABLE THERETO.

FE-287 1-67 (REV.)

MONEY ORDER
SANTA MONICA BRANCH
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
SANTA MONICA, CALIFORNIA

PAYABLE AT ANY DOMESTIC BRANCH OF THIS BANK

No. 0218 45921

DATE 6-20-73

90-1030
1222

PAY TO THE ORDER OF ******** VIRGINIA EILEEN CARDWELL ********** $ 250.00

Bank of America 250dol's00cts DOLLARS

Good For NOT MORE THAN Five Hundred Dollars

PURCHASER VINCENT T. BUGLIOSI

A. W. CLAUSEN - PRESIDENT

⑈045921⑈ ⑆1222-1030⑆ 02188-85000⑈

RECEIPT FOR MONEY ORDER

PAYABLE TO UCLA Med. Ctr.

NO. 0218 45920

DATE 6-20-73

AMOUNT $ 200.00

MONEY ORDER
PURCHASED AT
Santa Monica Branch
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION

CAUTION: PURCHASER AGREES TO INSERT, IN INK, THE NAME OF PAYEE, AND THE NAME OF PURCHASER IN SPACES PROVIDED, BEFORE LEAVING PREMISES. PURCHASER ASSUMES RESPONSIBILITY FOR ALL CONSEQUENCES OCCASIONED BY HIS FAILURE TO DO SO.

THIS PURCHASE IS SUBJECT TO THE BANK OF AMERICA NT&SA'S RULES AND REGULATIONS APPLICABLE THERETO.

FE-287 1-67 (REV.)

MONEY ORDER
SANTA MONICA BRANCH
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
SANTA MONICA, CALIFORNIA

PAYABLE AT ANY DOMESTIC BRANCH OF THIS BANK

No. 0218 45920

DATE 6-20-73

90-1030
1222

PAY TO THE ORDER OF ******** VIRGINIA EILEEN CARDWELL ********** $ 200.00

Bank of America 200dol's00cts DOLLARS

Good For NOT MORE THAN Five Hundred Dollars

PURCHASER VINCENT T. BUGLIOSI

A. W. CLAUSEN - PRESIDENT

⑈045920⑈ ⑆1222-1030⑆ 02188-85000⑈

Bugliosi told Mrs. Cardwell that on Friday, June 22nd, he would be in Santa Barbara, arguing a motion on the Phil Reagan case. She told him that the abortion would be scheduled for that day.

On Monday, June 25th, Bugliosi phoned Mrs. Cardwell twice. In the first call, he inquired whether the abortion had taken place. In the second call, in mid-afternoon, he screamed at her that he had just checked both the doctor and the hospital and that neither had ever heard of her.

Approximately 30 minutes following that call, Bugliosi came through the back door of Mrs. Cardwell's apartment and into her bedroom where she was changing clothes. What occurred thereafter appears in the official Santa Monica Police Crime Report.

CRIME REPORT

DR - 73 21072

1. Time Rptd. to P.D. 5-73 1900	2. Classification ASSAULT AND BATTERY	3. Rpt. Dist. Crime Occrd. 7	4. Day of Wk. Crime Occrd. Mon 7
Date & Time Crime Occurred 5-73 1600	6. Location of Occurrence 2220 Ocean Park #A S.M.	7. No. of Recorder 17	8. I AP
9. Victim's Name (Firm name if business) WELL, Virginia	10. Residence Address (Firm address if business) 2220 Ocean Park #A S.M. Zip		Res. Phone 399 85
	Business Address None		Bus. Phone 08 00
Victim's Name (Firm Name if business)	12. Residence Address (Firm address if Business) Zip		Res. Phone
	Business Address		Bus. Phone 0800-1700
Person Reporting Crime to Police Dept.	14. Complete Residence Address Zip		Res. Phone
	Business Address		Bus. Phone 0800-170
on Who Secured Premises or Vehicle	16. Complete Residence Address Zip		Res. Phone
	Business Address		Bus. Phone 0800-170
ess(es): Name	18. Complete Residence Address Zip		Res. Phone
	Business Address		Bus. Phone 0800-170
	20. Complete Residence Address Zip		Res. Phone
	Business Address		Bus. Phone 0800-170
Victim's Occupation Sex Race Age Asst — F C 31	22. Investigative Bureau or Units Notified (Bureau of Unit and Person Contacted) I. D. Bureau		23. Street Lights Yes ☐ No ☐
	25. Evidence Tagged? (Yes or No) If yes, Locker Number or Person Released To No		
Type of Premises	27. Instrument, Weapon, Force or Means Used Fists	28. Point Where Entrance Made Back door	
hod Used to Gain Entrance	30. Were Occupants Present or Absent?	31. Vehicle Locked Yes ☐ No ☐	32. TT YES NO Form #26 made ☐ ☐ Form #38 made ☐ ☐
e of Property Taken	34. Exact Location of Property on Premises		36. Amount of Loss
Victim's Vehicle — Year, make, type, color, license number			

Suspect's vehicle — Year, make, type, color, license number and any other identifying features

73 Buick silver/blk possible lic 327 HKY

Trademarks of Suspect(s) (Unusual Feature of Crime That is most Apt to recur from Crime to Crime)

lives apt and beats girlfriend

Sex	Race	Age	Height	Weight	Hair	Eyes	Compl.	Clothing
M	C	30	5-8	med	lt	blu	med	wht plaid suit

Name and Address, Identifying marks and characteristics. (If arrested, suspect's full name, booking number and age only.)

Brk

Vincent T. Angliosi business address 9171 Wilshire Blvd. Bev Hills 272-8551

Sex	Race	Age	Height	Weight	Hair	Eyes	Compl.	Clothing

Name and Address, Identifying marks and characteristics. (If arrested, suspect's full name, booking number and age only.)

page 2

Officer Approving	Serial No.	Officer(s) Reporting	Serial No.	On Type Yes ☐ No
Sgt. P.M. Sullivan	1352	G. Rahm	1594	

REV. 2-73

ASSAULT AND BATTERY 73 11072 6-25-73 1600
2220 Ocean Park #A S.M.
Pg 2

On 6-25-73 at 1900 hours, Officer Rahm was detailed to 2220 Ocean Park Blvd. #A regarding an assault and battery. Upon arrival, contacted the victim, Virginia Cardwell who related the following.

She stated that at approximately 1600 on this date, she was in the bedroom of her apartment when her boyfriend, Vincent T. Bugliosi, (the former Assistant District Attorney of Los Angeles County) entered her apartment through the rear door. He came into her bedroom and began to beat her. She stated that he threw her onto the bed, jumped on top of her and began pulling her hair and choking her. He then struck her in the face several times with his fists, then threw her to the floor and pulling her off of the floor by her hair. He then grabbed her throat and choked her approximately three more times.

Officer Rahm asked Cardwell what led up to this incident. She then gave the following statement. She stated that she first met Vincent Bugliosi on 4-24- through a friend Julia Antonelli in her apartment at 2216 Ocean Park #B. He then accompanied her to ther apartment and they talked for a few moments, when he began to kiss her. He then physically pulled her into her own bedroom and continued to kiss her stating that he wanted to make love to her. She refused, and they both went back to the apartment at 2216 #B Ocean Park. She then left a few moments later and Cardwell returned to her apartment approximate two hours later to discover him waiting in her bedroom. She stated he again made advances and was very aggressive and that she submitted and they had sexual relations.

Since that incident, Cardwell states she has seen Bugliosis approximately 11 times and has had sexual relations with him on numerous occasions.

Approximately 1 1/2 weeks ago, she told him that she believed she was pregnant. Upon hearing this, Bugliosi became very angry and threatened tokill her if she had the baby. He then gave her $448.00 in cash for an abortion. Cardwell told him that she did not believe in abortions and he again became very angry and threatened to kill her. She was in fear for her safety, so she told Bugliosi on Friday, June 22, that she did have an abortion. She stated that she gave him the name of a doctor which she picked out of the phone book.

When he came to her apartment this afternoon and began beating her, she stated that he accused her of being a liar and told her that he checked with the doctor's office and with the hospital and had learned that she had not been treated there. Cardwell could not remember the name of the doctor that she gave to Bugliosi.

While beating her, he stated such things as "I'll break every bone in your body- this will ruin my career." He also demanded that she tell him the truth as to whether she had had an abortion, stating that she could not leave the apartment alive if she lied to him. She described him as being extremely angry and upset.

After remaining in the apartment for a few minutes, he then left. Cardwell was insistent that a police report be filed, stating that

ASSAULT AND BATTERY 73 11072 6-25-73 1600
Pg 3

she wished to press charges for the assault and battery and because she fears he will attempt to harm her again. She also gave a description of his vehicle a 1973 Buick silver/black with possible California license 327 HEY.

The only visible injury to Cardwell was a bruise over the left corner of the left eye and she was advised to go to the Santa Monica Police Station where an I. D. Tech could take a color photo of the injury.

Rahm G. 1594
cm/stone

As might be expected, the press picked up on the story, which quickly appeared in newspapers and on radio and T.V.

Bugliosi Accused of Assault

Herald Examiner photo

VINCENT BUGLIOSI

Vincent T. Bugliosi, unsuccessful candidate for district attorney, today was accused of assault and battery on a 31-year-old woman medical assistant in a citizens complaint filed with Santa Monica police.

Virginia Cardwell, of 2129 Ocean Park Blvd., Santa Monica, complained the assault occurred at 4 p.m. yesterday, officers said.

Police declined to reveal full details of the complaint immediately.

Bugliosi Accused Of Assault On Woman

They emphasized Bugliosi has not been arrested nor has a warrant been issued pending an interview with him.

Efforts to reach Bugliosi at his law office, 9141 Wilshire Blvd., Beverly Hills, were unsuccessful.

He was first reported by secretaries to be in the building, but then apparently left.

Bugliosi, a former deputy district attorney, opposed incumbent Joseph P. Busch for the office of chief county prosecutor last November.

Santa Monica police said the regular procedure is to turn such citizen complaints over to the city attorney for evaluation. The city attorney then is empowered to conduct a hearing and inview all parties in the case, including any witnesses, to determine if legal action is warranted.

Bugliosi now is in private law practice in Beverly Hills.

Bugliosi's response, however, was something less than orthodox.

On the morning of Tuesday, June 26th, Bugliosi and his secretary, Barbara Silver, gained entry to Mrs. Cardwell's apartment. While Mrs. Silver stayed with Mrs. Cardwell's son in the living room, Bugliosi took Mrs. Cardwell into the bedroom and for over four hours begged, pleaded, cajoled and threatened her to change her story and to notify both the police and the press that her first story had been untrue.

Succumbing to his rather effective persuasive techniques, Mrs. Cardwell finally agreed to go along with a story he provided for her. Supposedly, their relationship had been solely that of attorney-client. Indeed, Mrs. Cardwell was supposed to have had contact with him only two times: once on the date of June 14, 1973, when she supposedly paid him a $100 cash retainer for work he was to do on delinquent child support; the second time on June 25th, when she supposedly sought return of the retainer and was rebuffed by Bugliosi. The bruises then showing both around her eye and on one arm were to be explained away as having been caused by her young son carelessly swinging his baseball bat.

To further enhance the story for the police, Bugliosi felt that there should be an office receipt to support the alleged June 14th $100 retainer payment. Distance and time, however, prevented Mrs. Silver from returning to Bugliosi's law office to prepare a regular receipt. Undaunted, Bugliosi had her type one up on plain bond paper on Mrs. Cardwell's old portable

typewriter!

The obedient secretary, now herself part of a conspiracy to obstruct justice, dutifully typed and signed the false document.

June 14, 1973

Received from Virginia Cardwell one hundred dollars ($100.00)

for consultation fee regarding child support for son Christopher.

Barbara Silver

Barbara Silver - personal secretary
to VINCENT T. BUGLIOSI
STANLEY, STEINBERG & BUGLIOSI

Because the Herald Examiner had given the initial story such prominence, Bugliosi insisted that before Mrs. Cardwell left for her 2:00 P.M. interview with the detectives, she call the reporter at the newspaper and give him the new "scenario." She did so. Then, with that additional rehearsal behind her, went to see the police.

The Santa Monica Police Supplemental Report of June 26, 1973, shows just how carefully and well Bugliosi coached Mrs. Cardwell.

It also discloses how precisely Bugliosi himself stuck to the story when he contacted the officers immediately after Mrs. Cardwell's departure from the station.

1. DATE & TIME RPTD. TO P.D.	2. TYPE OF ORIGINAL REPORT		3. DR. NO.
June 26, 1973	ASSAULT AND BATTERY		73-11072
4. DATE OCCURRED	5. LOCATION OF OCCURRENCE	6. REPORTING DISTRICT	7. DAY OF WEEK
June 25, 1973 1600	2220 Ocean Park #A, S.Monica		
8. VICTIM'S NAME (FIRM NAME IF BUSINESS)	9. RES. ADDRESS (BUS. ADD. IF FIRM) CITY ZONE	10. RES. PHONE X	10. BUS. PHONE X
Cardwell, Virginia		399-8552	
11. PERSON RPTG. INFORMATION TO POLICE DEPT.	9. RESIDENCE ADDRESS	10. RES. PHONE X	10. BUS. PHONE X

12. ADDITIONAL INFORMATION REPORTED (IF PROPERTY INVOLVED, ITEMIZE, DESCRIBE AND SHOW VALUE, LISTING ALL SERIAL NUMBERS.)

On 6-26-73 at approximately 1400 hrs. Virginia Cardwell came to the Detective Bureau. She was interviewed by Det. C. Wilson and Lt. M. Landis. She was questioned in regard to the alleged assault and battery offense. Cardwell stated that she made a false report. She stated she has seen Vincent T. Bugliosi only on two occasions, the first being on June 14, 1973 when she went to his office to seek legal assistance in procuring child support from her divorced husband who is now living in Oregon. She had previously sought assistance from the District Attorney's office and after their failure to assist her she sought Bugliosi's assistance, having heard of him because of his candidacy against District Attorney Busch. Cardwell gave Bugliosi a $100 retainer and since that time she has received help from the District Attorney's office and back payments from her husband. On 6-25-73 she returned to Bugliosi's office and requested a refund of her $100.00. She was told by Bugliosi that the $100.00 was a consultation fee which is not refundable. She left the office and stated she later became upset and contacted the Police Dept., giving this offense report, naming Bugliosi's as the suspect.

During the interview Cardwell was advised of her Constitutional rights which were read to her by Det. Wilson from a card issued by SMPD. After she stated the report was false her rights were read to her. She stated she understood her rights. She stated the injury reportedly inflicted by Bugliosi actually occurred at home. She was very vague in stating exactly how it occurred. She stated she has never met Bugliosi socially, only on the two office visits. Cardwell was advised that the case will be submitted to the City Prosecutor's office for their consideration in issuing a complaint against her for making a False Police Report..

Vincent Bugliosi contacted Det. Wilson stating that Virginia Cardwell has been a client of his, that he saw her on two occasions, June 14th and June 25th. The visits were in regard to child support negligence. She stated she had contacted the District Attorney's office with negative results. After the DA's office later assisted her on June 25th she requested a refund. He advised her the $100 consultation fee was not refundable. Cardwell stormed out of his office and that was the last he heard from her. Bugliosi stated he does not know Cardwell on a social basis.

DR. NO. 73-11072

T. M. LANDIS "VALUE" $_____

13. SUPERVISOR APPROVING	SERIAL NO.	14. OFFICER(S) REPORTING	SERIAL NO.	15. PERSON REPORTING INFORMATION
	/pr	Inv. C. Wilson		X

The news media onca again covered the story: not only concerning the retraction but concerning the rather extraordinary unwillingness of the Santa Monica City Attorney to charge Mrs. Cardwell with the crime of having filed a false report.

Bugliosi had told Mrs. Cardwell that, in complying with his request to tell the police his newly concocted attorney-client story, she might well be charged with the misdemeanor of having given a false report initially. Bugliosi assured her, however, that he would get and pay for an attorney who could plead her guilty and get her off with a $25 or $50 fine, which he would also pay.

That part of Bugliosi's plan backfired. After consulting with her brother, Mrs. Cardwell secured the services of George Denny. Immediately, Denny called Bugliosi to advise him to cease telephoning Mrs. Cardwell. Shortly after that call, the City Attorney -- who had earlier announced that he was preparing charges against Mrs. Cardwell -- determined that such charges were no longer in the public interest.

Herald Examiner photo

Virginia Cardwell, 31, leaves police station after filing complaint against Vincent Bugliosi, unsuccessful candidate for district attorney. She later said charge was 'fake.'

Woman's Charges On Bugliosi False

Santa Monica authorities today prepared to file a complaint with the district attorney's office charging that a Santa Monica woman reported a false crime involving Vincent T. Bugliosi, recent unsuccessful candidate for district attorney.

Virginia Cardwell, 31, of 2220 Ocean Front Blvd., Santa Monica, accused Bugliosi of assault and battery in a complaint with the Santa Monica Police Dept.

She took the action yesterday and later called The Herald-Examiner to report it was a fake. She said her entire statement to Santa Monica police was false and that she had called officers to tell them so.

"I was mad at Mr. Bugliosi because he couldn't give me back a $160 fee I paid him in my child-support case," she said.

In her accusation, Mrs. Cardwell told a long story of supposed romantic involvement with Bugliosi, which she now denies. Her statement was written into police files.

She stated Bugliosi gave her pills for an abortion and became angry after learning she had pretended to have a pregnancy terminated. She had branded this as fake.

Police observed she had a bruise over her left eye, but this, she told The Herald-Examiner, was caused actually by her 3½-year-old son.

Mrs. Cardwell said she retained Bugliosi to speed child-support action that had been pending in the district attorney's office since January when her husband, now living in Oregon, missed a payment.

She filed her action originally with Superior Court, which referred her case to the district attorney's office because, apparently she couldn't afford a lawyer.

According to the D.A.'s office, the Child Support Division last Friday mailed a petition to her petition will be sent to Oregon requesting her signature. The authorities for enforcement.

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Mrs. Cardwell said she retained Bugliosi to speed child-support action that had been pending in the district attorney's office since January when her husband, now living in Oregon, missed a payment.

Bugliosi told The Herald-Examiner that Mrs. Cardwell paid a $160 consultation fee when she brought her petition to him June 14. The matter was referred by another client, he said.

"She came back in July with a letter from the district attorney's office saying the matter was being taken care of," he said. "As the matter was proceeding anyway, she wanted her fee back.

"I explained it was a consultation fee that I charge because so many people want to see me. She left angrily. This outrageous charge, even though false, can be extremely harmful."

Woman Resigns Prosecution

The Santa Monica city attorney's office Thursday announced a criminal complaint would not be issued against a 31-year-old woman medical assistant who allegedly filed a false assault and battery report against former Dep. Dist. Atty. Vincent T. Bugliosi.

City Attorney Richard Knickerbocker said no action would be taken against Mrs. Virginia Cardwell, 2220 Ocean Park Blvd., Santa Monica.

On Monday, the woman filed a complaint with Santa Monica police in which she claimed she had been beaten by the one-time prosecutor in the Manson "family" murder trial.

The following day the woman reportedly told police she had fabricated the details of the complaint because she was angered with Bugliosi for his alleged refusal to return a $100 consultation fee. (Bugliosi is now in private practice.)

Bugliosi, defeated in his November bid for the district attorney's post, had denied the charge, terming the woman a disturbed client.

Subsequently, it was decided that Mrs. Cardwell's interests would best be served by securing new private counsel totally unrelated to any prior actions against Bugliosi. Mrs. Cardwell ultimately went to the Beverly Hills Bar Lawyers' Referral Service and through them acquired the services of John H. Wolf.

On October 19, 1973, Mr. Wolf wrote a letter to Bugliosi, advising him that Mrs. Cardwell intended to pursue her civil remedies against him for assault and battery. The bellicose response of Bulgiosi's attorney, Michael A. Heaman, did not serve his client particularly well.

LAW OFFICES
MARKS & HEAMAN
SUITE 615
9171 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
(213) 273-7166

MICHAEL A. HEAMAN
DONALD B. MARKS

COUNSEL
CHARLES A. O'BRIEN

November 1st, 1973.

John H. Wolf, Esq.
McKay & Wolf
Attorneys At Law
9595 Wilshire Boulevard
Suite 700
Beverly Hills, CA 90212

Re: Vincent Bugliosi

Dear Mr. Wolf:

Your letter of October 19, 1973 to our client Vincent Bugliosi, has been referred to this office for reply.

Please be advised that there can and will be only one response to the cryptic implications of your letter. Under no circumstances will our client, or anyone on his behalf, dignify your representation of Miss Cardwell with a meeting. Given the well known and documented reputation of your client, I am personally shocked that you, as a member of the Bar, would undertake to become involved with Miss Cardwell. I can only conclude that you and your firm are totally unaware of your client's demonstrably sordid and unprincipled habits. I am sure that once you thoroughly investigate this matter, and your client's past and present reputation and life style, you will conclude, as we have, that Miss Cardwell's complaints are nothing more than a clumsy attempt at blackmail.

The dealings between our client and Miss Cardwell are well documented past history. Upon a careful review of all the facts, the only honest conclusion that can be drawn is that your client has substantial legal liability to Mr. Bugliosi, which includes, among other things, Obtaining Money by False Pretenses, Assault and Slander. Her subsequent conduct only reinforces this conclusion.

John H. Wolf, Esq.

November 1st, 1973

Unless this matter is dropped by Miss Cardwell immediately, we will have no other recourse but to commence legal action against Miss Cardwell, which will involve her in extremely costly and time consuming litigation. I find it difficult to believe that either your client or you are prepared for this eventuality.

Sincerely,

MARKS & HEAMAN

By M. A. Heaman
Michael A. Heaman

MAH/an.

The third paragraph of Heaman's November 1st letter includes the allegation that "Miss Cardwell. . . has substantial legal liability to Mr. Bugliosi, which includes, among other things, Obtaining Money by False Pretenses. . . ."

Yet if one is to believe Bugliosi's story -- the story he told the police when he was under criminal investigation for assault and battery -- Mrs. Cardwell obtained no money from Bugliosi, whether by false pretenses or any other way. According to Bugliosi, it was he who got money from her, the alleged $100 retainer.

There is only one way that Mrs. Cardwell could have had any "legal liability to Mr. Bugliosi for Obtaining Money by False Pretenses," i.e.: by having "obtained" the $448 for the abortion Bugliosi had demanded when, in fact, she never intended to go through with it.

Instead of scaring off Mr. Wolf, Heaman's letter simply fortified the case and prompted a rapid settlement by Bugliosi.

Another element promoting settlement on Bugliosi's part was additional documentary evidence refuting his statement to the Santa Monica detectives that he had seen Mrs. Cardwell only on June 14th and 25th and that he did not know her on a social basis.

Unfortunately for Bugliosi, he had not advised her until later in their relationship that one of his two office phone numbers in Beverly Hills was toll-free from her Santa Monica phone. Her telephone bills therefore reflected five calls to him in May, starting more than a full month before she is supposed to have had any contact with him.

The bill for June (showing her changed phone number) shows the calls she made at the time she first discussed with him her concern about her possible pregnancy. It also shows the call to the Herald Examiner (748-1212) which she made at Bugliosi's insistence on June 26th just before she went to see the Santa Monica detectives.

GENERAL TELEPHONE COMPANY OF CALIFORNIA

GTE

823-7911 13273 FIJI WAY, MARINA DEL REY 2R066430

PAGE	BILL PRESENTED TO	ACCOUNT NUMBER	DATE
1	CARDWELL, VIRGINIA	392-4351	JUN 04, 1973

TEL. CO. TOLL IDENTIFICATION	DATE	FOR IDENTIFICATION OF TYPE OF CALL AND OTHER INFORMATION SEE OTHER SIDE.	AMOUNT
		AMOUNT OF PREVIOUS BILL	9.38
	5/18	PAYMENT RECEIVED	9.38CR
		MONTHLY SERVICE RATE 6/1 - 6/30	5.75
		MSG UNIT CALLS MIN UNITS	
	4/28	459-6569 2 6	
	5/ 3	385-2061 1 4	
	5/ 4	772-8596 1 3	
	5/ 5	685-7248 1 3	
	5/ 7	685-6533 5 10	
	5/12	459-6569 1 3	
	5/13	459-6569 2 6	
	5/15	685-6533 1 3	
	5/16	685-6581 5 10	
	5/24	685-6533 1 3	
	5/24	685-6533 2 6	
	5/27	772-7976 1 3	
	5/27	685-6533 1 4	
	5/28	772-7691 2 4	
	5/28	685-6533 1 4	
	5/28	772-8600 3 5	
	5/28	685-6533 2 4	
	5/28	685-6533 2 4	
		TOTAL MSG UNITS 87 @ $ .0450	3.92
		TOLL CALLS TYPE MIN	
	5/28	ANH 714 772-8596 SE 3	.40
VG2565816B	5/16	SIMON 213 392-1953 SE 32	7.09
		FROM- 368	
		*** TOTAL TOLL CHARGES $7.49	
		FEDERAL EXCISE TAX	1.54

GENERAL TELEPHONE COMPANY OF CALIFORNIA

GTE

823-7911 13273 FIJI WAY, MARINA DEL REY 2R020145

PAGE	BILL PRESENTED TO	ACCOUNT NUMBER	DATE
1	CARDWELL, VIRGINIA	399-8552	JUL 05, 1973

TEL. CO. TOLL IDENTIFICATION	DATE	FOR IDENTIFICATION OF TYPE OF CALL AND OTHER INFORMATION, SEE OTHER SIDE.					AMOUNT
		AMOUNT OF PREVIOUS BILL					19.56
	6/13	PAYMENT RECEIVED					11.53CR
	6/19	CITY TAX ADJUSTMENT					.30CR
	6/19	ADJUSTMENT					7.09CR
	6/19	TAX ADJUSTMENT					.64CR
		MONTHLY SERVICE RATE 7/1 - 7/31					5.75
		MSG UNIT CALLS		MIN	UNITS		
	6/ 2	429-6589		6	12		
	6/ 22	463-7580			3		
	6/ 4	429-6589			2		
	6/ 4	429-6589			2		
	6/12	272-8531			2		
	6/13	272-8531		10	10		
	6/13	272-8531			1		
	6/13	429-6589			4		
	6/14	463-9248		18	18		
	6/15	429-6589			6		
	6/20	537-1233			4		
	6/20	654-1549		12	12		
	6/26	748-1212		5	5		
		TOTAL MSG UNITS			101 @ $ .0450		4.55
		TOLL CALLS				TYPE	MIN	
	6/23	ALBO	503	223-7409		SN	4	.65
	6/23	ALBO	503	226-5497		SN	5	.80
	6/23	ALBO	503	226-7051		SN	7	1.10
VG30659857	5/24	SNMON	213	392-1953		SE	36	7.93
		FROM-		392 4351				
VG33299226	5/29	SNMON	213	392-1953		SD	40	10.25
		FROM-		392-4351				
VG43009281	6/ 4	SNMON	213	392-1953		SE	21	4.78
		FROM-		392 4351				

The final settlement came just one month and 11 days after the date of Heaman's letter. Whether the speed involved was prompted by Bugliosi's decision shortly thereafter to announce his candidacy for Attorney General is, of course, only speculation.

The settlement totalled $5,450: Mrs. Cardwell was permitted to keep the money orders of $250 and $200, but the name of Vincent T. Bugliosi as purchaser had to be -- and was -- blacked out.

The remaining $5,000 was paid in cash, which was deposited in the trust account of Mrs. Cardwell's attorney. From that account, disbursements were made to McKay and Wolf for attorney's fees, to George V. Denny III for costs advanced at the time possible criminal charges were pending against her, and to Mrs. Cardwell herself for the balance.

CLOSING STATEMENT

Gross Settlement	$5,450.00
Less:	
McKAY & WOLF attorneys fees 1/3 x $5,450.00	1,816.00
Costs advanced, GEORGE V. DENNY III (per letter of October 3, 1973 to be disbursed by McKAY & WOLF Trust Check)	713.00
Net Proceeds to VIRGINIA CARDWELL	$2,921.00

To be disbursed as follows:

One Bank of America Money Order #0218 45920	200.00
One Bank of America Money Order #0218 45921	250.00
One McKAY & WOLF Trust Check	2,471.00

You are authorized to disburse to above amounts and I hereby acknowledge Receipt of an Executed Copy of the Release Agreement.

_____

VIRGINIA CARDWELL

MONEY ORDER
SANTA MONICA BRANCH
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
SANTA MONICA, CALIFORNIA

PAYABLE AT ANY DOMESTIC BRANCH OF THIS BANK

No. 0218 45920

DATE 6-20-73 — 90-1030 / 1222

PAY TO THE ORDER OF ******** VIRGINIA EILEEN CARDWELL ********** $ 200.00

Bank of America 200 dol's 00 cts DOLLARS

Good For NOT MORE THAN Five Hundred Dollars

PURCHASER [redacted]

A. W. CLAUSEN - PRESIDENT

⑈045920⑈ ⑆1222-1030⑆ 02188-85000⑈

MONEY ORDER
SANTA MONICA BRANCH
Bank of America
NATIONAL TRUST & SAVINGS ASSOCIATION
SANTA MONICA, CALIFORNIA

PAYABLE AT ANY DOMESTIC BRANCH OF THIS BANK

No. 0218 45921

DATE 6-20-73 — 90-1030 / 1222

PAY TO THE ORDER OF ******** VIRGINIA EILEEN CARDWELL********** $ 250.00

Bank of America 250 dol's 00 cts DOLLARS

Good For NOT MORE THAN Five Hundred Dollars

PURCHASER [redacted]

A. W. CLAUSEN - PRESIDENT

⑈045921⑈ ⑆1222-1030⑆ 02188-85000⑈

McKAY & WOLF
ATTORNEYS AT LAW
TRUST ACCOUNT
9595 WILSHIRE BLVD. SUITE 700
BEVERLY HILLS, CA 90212
TELEPHONE 278-4880

REMITTANCE ADVICE

90-2810 / 1222

0224

PAY Two THousand Four Hundred Seventy One AND No/100 DOLLARS

DATE 12-12-73

TO THE ORDER OF VIRGINIA CARDWELL

CHECK AMOUNT 2,471 00

MANUFACTURERS BANK Beverly Hills Office
9731 Wilshire Blvd. Beverly Hills, California 90212

John H. Wolf

⑆1222-2810⑆ 03-010 856⑈

McKAY & WOLF
ATTORNEYS AT LAW
TRUST ACCOUNT
9595 WILSHIRE BLVD. SUITE 700
BEVERLY HILLS, CA 90212
TELEPHONE 278-4880

REMITTANCE ADVICE
Re Virginia Turnbull

90-2810
1222

0223

PAY Seven Hundred Thirteen and no/100 DOLLARS

DATE 11-73

TO THE ORDER OF George V. Denny III

CHECK AMOUNT 713.00

MANUFACTURERS BANK Beverly Hills Office
9731 Wilshire Blvd. Beverly Hills, California 90212

John H. Wolf

⑈1222⑈ 28101⑆ 03⑈010 856⑈

The duplicate deposit slip of Mrs. Cardwell dated December 12, 1973, traces her share of the settlement into her checking account at the Bank of America, Santa Monica Branch.

VIRGINIA CARDWELL
2220 OCEAN PARK BLVD. APT. A
SANTA MONICA, CALIF. 90405

DUPLICATE

Bank of America
Date DEC 12 1973 SANTA MONICA 19 73 No. 15

DEC 12 1973
$9,927.

BANK OF AMERICA
SANTA MONICA BRANCH
1301 FOURTH ST., SANTA MONICA, CALIF. 90406

TELLER

632

80-1030
1222

LIST CHECKS BY BANK NUMBER	DOLLARS	CENTS
CURRENCY		
COIN		
CHECKS		
90-2810	2471	00
90-1030	350	00
90-1031	200	00
TOTAL DEPOSIT	9921	00

RE: V. Buglisi Settlement

IF MORE THAN 3 CHECKS, LIST ON REVERSE SIDE. ENTER TOTAL HERE.

⑆1222⑈1030⑆632⑈02181⑈60060⑈

Having by this time gained a certain amount of expertise in settling such cases, Bugliosi and his then partners and Mr. Heaman combined the essential clauses of the two Weisel Agreements into a single document, then added a few new clauses permitting an even broader disclaimer of wrong-doing on the part of either party.

Those required to sign the document included the parties, their attorneys, plus the attorneys' partners. Also included, however, was Barbara Silver, who -- if Bugliosi's story to the police were to be believed -- had done nothing wrong nor knew of any wrongdoing by her employer. On the other hand, Barbara Silver's silence was critical if she had indeed typed up and signed the spurious $100 receipt of June 14th.

And silence is what Bugliosi sought. This time around he did secure the $50,000 liquidated provision he had tried to get in the Weisel case.

RELEASE AGREEMENT

AGREEMENT made this 11th day of December, 1973, by and between VIRGINIA CARDWELL, hereinafter referred to as "Cardwell," THOMAS J. McKAY, JOHN H. WOLF, and ALFRED J. DOUGLAS, hereinafter collectively referred to as "McKay & Wolf," VINCENT T. BUGLIOSI, hereinafter referred to as "Bugliosi," EDWIN STANLEY, ROBERT K. STEINBERG, and BARBARA SILVER, hereinafter collectively referred to as "Stanley, Steinberg & Bugliosi," and DONALD B. MARKS and MICHAEL A.HEAMAN, hereinafter collectively referred to as "Marks & Heaman."

W I T N E S S E T H

WHEREAS, the parties hereto are desirous of having Cardwell and Bugliosi agree to mutually release and discharge each other from any and all legal claims and causes of action which they individually believe they may legally have against each other; and

WHEREAS, Cardwell and Bugliosi are desirous of effecting such a mutual release and discharge; and

WHEREAS, in order to effectuate such a mutual release and discharge between and by said parties, it is additionally necessary and desirable that all the parties hereto covenant, promise and agree between themselves to forever refrain from discussing, representing, writing, uttering or in nay manner or method whatsoever making known to anyone or to the public, either personally or through others, the existence of this agreement, or of any of the details, provisions or covenants contained herein, or of any of the allegations, facts, or

background information involving and pertaining to the legal dispute or disputes between said Cardwell and Bugliosi.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Cardwell, on behalf of herself, her heirs, executors administrators, and assigns, hereby fully and completely releases and discharges Bugliosi and his heirs, executors, administrators and assigns from all rights, claims and causes of action of any kind or nature whatsoever, whether civil or criminal, which Cardwell now has or may have, involving, arising out of or pertaining to the facts, dealings and circumstances existing between said parties at any time prior to the execution of this agreement.

2. Bugliosi, on behalf of himself, his heirs, executors, administrators, and assigns, hereby fully and completely releases and discharges Cardwell and her heirs, executors, administrators and assigns from all rights, claims and causes of action of any kind or nature whatsoever, whether civil or criminal, which Bugliosi now has or may have, involving, arising out of or pertaining to the facts, dealings and circumstances existing between said parties at any time prior to the execution of this agreement.

3. It is understood and agreed that the mutual releases and discharges between Cardwell and Bugliosi contained herein constitute a compromise and settlement of all legal disputes between them, and that neither this agreement nor the consideration given by the parties is to be construed as an admission of liability on the part of any party hereto, and that said parties deny any liability to each other and intend merely to avoid litigation and to buy their peace by this agreement.

4. The parties hereto hereby agree that in consideration for the mutual releases and discharges of Cardwell and Bugliosi, and for other good and valuable consideration, receipt of which is hereby acknowledged, and for each other's promises and covenants contained herein, they, and each of them will hereafter refrain, either individually or through their agents or otherwise, from, in any manner or method whatsoever, discussing, repeating, writing, uttering or making known to anyone or to any entity, whether individual, corporate or otherwise, the existence of this agreement, or of the contents or substance or any of its details, terms, provisions, covenants or conditions, or of any of the claims, charges, allegations or background information, or any of the facts and details relating thereto, involving, arising out of or pertaining to the dealings, circumstances and legal dispute or disputes between Cardwell and Bugliosi existing at any time prior to the execution of this agreement, and constituting in their entirety the basis and reason for this agreement; with the exception that, either Cardwell or Bugliosi may, if asked in public deny the authenticity and/or validity of any of the claims, charges or allegations made or claimed by either of said parties against the other.

5. The parties hereto hereby further agree that in the event of a breach of any of the covenants and promises set forth and contained in paragraph 4 above, it would be impracticable and extremely difficult to fix the actual damages to the injured party or parties; and, therefore, Cardwell and McKay & Wolf hereby agree that in the event that any or all of them breach this agreement, the breaching party or parties shall pay to Bugliosi; Stanley, Steinberg & Bugliosi; and Marks & Heaman, as liquidated damages and not as a penalty, the sum of $50,000.00, which represents a reasonable compensation for the loss incurred by such breach; and, therefore, Bugliosi;

Stanley, Steinberg & Bugliosi; and Marks & Heaman likewise agree that in the event that any or all of them breach this agreement, the breaching party or parties will pay to Cardwell and McKay & Wolf, as liquidated damages and not as a penalty, the sum of $50,000.00, which represents a reasonable compensation for the loss incurred by such breach.

6. The parties hereto hereby further agree that all rights under Section 1542 of the Civil Code and any similar law of any state or territory of the United States are hereby expressly waived. Said Section reads as follows:

> "1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

7. All parties to this agreement have read this release and had the terms contained herein explained to them by legal counsel.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, date and year first above written, at Los Angeles, California.

Vincent T. Bugliosi

Virginia Cardwell

Edwin Stanley

Thomas J. McKay

Robert K. Steinberg

John H. Wolf

Barbara Silver

Alfred J. Douglas

Donald B. Marks

Michael A. Heaman

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 11, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Vincent T. Bugliosi, Edwin Stanley, Robert K. Steinberg, and Barbara Silver, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed same.

WITNESS my hand and official seal.

Lillian Schafer
Notary Public

OFFICIAL SEAL
LILLIAN SCHAFER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 10, 1975

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 11, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael A. Heaman and Donald B. Marks, known to me to be the persons whose names are subscribed to the within instrument ar acknowledged that they executed same.

WITNESS my hand and official seal.

Greta Diamond
Notary Public

OFFICIAL SEAL
GRETA DIAMOND
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Apr. 12, 1976

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On December 11, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared Virginia Cardwell, Thomas J. McKay, and Alfred J. Douglas, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed same.

WITNESS my hand and official seal.

John H. Wolf
Notary Public

OFFICIAL SEAL
JOHN H. WOLF
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires September 9, 1975

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On December 11, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared John H. Wolf, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed same.

WITNESS my hand and official seal.

OFFICIAL SEAL
THOMAS J. McKAY
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires September 9, 1975

Thomas McKay
Notary Public

In early 1974, Bugliosi announced that he was seeking the Democratic nomination for Attorney General of California. His opponent in the June primary was the relatively unknown William Norris. The winner would face Republican Evelle Younger, the incumbent, against whom charges were already flying about his possible involvement in the Geotek scandal.

With the Democratic race apparently very close, George Denny launched a one-man crusade to inform the California voters of the true character -- or lack of character -- of the man still receiving popular adulation as "the Manson prosecutor."

The Liquidated Damages Agreement in the Weisel case appeared to be the one great impediment to getting the truth to the public, since Denny was one of those signing that Agreement. But Bugliosi's own cupidity there worked against him. Without such a provision, Denny would have been honor-bound -- to the same degree as reporter William Farr -- to keep his silence. Yet Bugliosi himself had put a pricetag on that silence, or the breach thereof. The price: $15,000.

After much soul-searching on the issues involved, Denny appeared with his wife for a press conference on May 7, 1974, to break the news of the settlement in "the milkman case" and to tell as much as he then knew about the Cardwell case and its settlement.

In the lengthy prepared statement read by Denny, he challenged Bugliosi to sue him immediately for libel and slander if anything in the statement or during the news conference were not true. The request for speed in filing any such suit was stated to rest on the desire to take Bugliosi's deposition before the election so that it could be filed in Court as a public record.

LOS ANGELES PRESS CLUB; May 7, 1974; 11:00 A.M.

News Release: George V. Denny III, attorney in two Bugliosi cases, charges Attorney General candidate with committing perjury, fabricating false evidence for and lying to police investigators, and making hush money cover-up payments.

Vincent T. Bugliosi, who is now seeking to become Attorney General of California, has lied to you ladies and gentlemen of the press, has lied to the people of this State, has lied to officers of the Santa Monica Police Department in the course of their investigation of a charge involving Bugliosi himself; and has conspired to fabricate false evidence to further thwart that investigation.

In addition, Mr. Bugliosi has committed wilful and deliberate perjury in a deposition which I personally took of him in connection with the civil action which arose out of slanderous statements he made about a plain citizen of this State at the close of Bugliosi's campaign for District Attorney of Los Angeles County in 1972.

I am here today to document these charges for the news media and for the voters. My wife has joined me here because in laying ALL of the facts before you, I subject us -- my whole family -- to a potential liability of $15,000. The liability is real enough if Mr. Bugliosi wishes to avail himself of the

hush money contract he insisted be signed before making a cash pay-off to keep the press and public from learning the truth.

When I came before some of you reporters on the last day of the D.A.'s race here to announce my filing of a slander action on behalf of Herb and Rose Weisel against Bugliosi, I told you that it was not a campaign trick or publicity gimmick. I told you that the suit would not be dropped after the election but would go forward until Mr. Weisel was vindicated. Well, it wasn't dropped and it did go forward, and Mr. Weisel has been vindicated.

Mr. Bugliosi had harrassed Mr. and Mrs. Weisel unmercifully over a three month period in 1969, using his position as deputy district attorney to get their unlisted phone number and to locate Herb Weisel's place of employment. Bugliosi had apparently become obsessed with the idea that Mr. Weisel might have fathered Bugliosi's son during the few months when Mr. Weisel was employed as a milkman at Arden Dairy.

When Bugliosi discovered that the Weisels would hold a press conference four days before the D.A.'s election, he didn't wait to hear what they were going to say about that period of harrassment. He jumped the gun the night before the Weisel press conference and gave two reporters a phony story. The public was supposed to believe that Mr. Weisel was the suspect in a purported $300 theft from Bugliosi's home. A theft which was never reported to the police and which -- if it occurred

while Mr. Weisel was a milkman between October, 1964 and January, 1965 -- was well past the three year statute of limitations when Bugliosi started harrassing the Weisels four to four and a half years later in March, 1969.

Well, the Weisels had guts enough to stand up and be counted back in 1972. They filed their action against Bugliosi, and even though unfortunatley it was literally election eve, some of you reporters observed that what they said in their suit was important enough to tell the voters about.

Today, May 7th, isn't election eve. And today I want to tell you all the conclusion of "the milkman" case. The complete story is given in the Bugliosi Fact Sheet which has been given to all of you along with supporting materials. But briefly, in the course of his deposition Mr. Bugliosi perjured himself not just once but many times. Wilful, deliberate perjury on material matters concerning admissions of his harrassment of the Weisels; admissions made in the presence of two attorneys and Bugliosi's own distraught wife.

But Mr. Bugliosi has sought to cover himself and to cover his tracks. He settled the Weisel case. But he did so in a way that should earn him the title of a "one man mini-Watergate." He insisted that he get all of the court reporter's steno-tapes of the nine untranscribed depositions I had taken. He required all parties and attorneys to sign the Liquidated Damage Agreement

requiring a $15,000 payment from anyone who disclosed its terms or even its existence. And when he paid to keep everyone quiet, his payments were all cash -- $100 bills.

I know because I am the attorney who received $12,500.00 in cash for the Weisels from Vincent T. Bugliosi so that he could try to sweep under the rug the misuse of his office as a deputy D.A., his slander of an innocent citizen, his lies to you of the press corps, his own ignoble perjury, and his final cash capitulation.

And now I lay down a challenge to Mr. Bugliosi through whatever medium he hears or reads these words:

> IF ANYTHING I HAVE STATED OR WILL STATE IN THIS NEWS CONFERENCE ABOUT YOU IS NOT TRUE, THEN SUE ME FORTHWITH -- IMMEDIATELY -- FOR LIBEL AND SLANDER. YOU HAVE A READY-MADE FORM IN THE PLEADINGS FILED AGAINST YOU IN THE WEISEL CASE. BUT DO IT NOW, VINCE, WELL BEFORE THE ELECTION, SO THAT I CAN PLACE YOU UNDER OATH IN A CIVIL DEPOSITION, A DEPOSITION THAT WILL BE TYPED UP AND FILED IN COURT, NOT SECRETED OR DESTROYED BY YOU.

But this is not the end of the Bugliosi story. Just two short weeks after putting the final $500 cash in my hand to close out "the milkman case," Mr. Bugliosi launched into an

affair with Mrs. Virginia Cardwell, a young divorced medical assistant who lived with her young son in a small apartment in Santa Monica. I am not here today to leer over Mr. Bugliosi's adulterous affair. It is important, however, because of his response in mid-June to her announcement that she thought she was pregnant.

Again, the particulars are laid out in the Fact Sheet, provided you. The situation exploded when Bugliosi discovered that Mrs. Cardwell had not gotten an abortion which he had paid for and had insisted she get. On Monday afternoon, June 25, 1973, Bugliosi burst into Mrs. Cardwell's apartment, enraged at his discovery, and beat her up and choked her. Whether by accident or design he only left marks on her in two places, her left eye and right arm. (These 8 X 10 photos show them several days later.)

Once again, being a criminal defense attorney, I well understand such "lovers' quarrels," and such exercises may not necessarily disqualify one from holding high office. It is what followed that makes Vincent T. Bugliosi unfit for Attorney General or any <u>other</u> office in this State.

The story of his assault on Mrs. Cardwell hit the press and the airwaves; so next morning, using his secretary to gain entry, Mr. Bugliosi accosted Mrs. Cardwell in her apartment. Using his not inconsiderable persuasive talents, he worked on her for almost four solid hours to recant her report of his

assault and present a totally false story to the Santa Monica detectives waiting to question her.

Overborne by his threats and pleas -- as well as feelings she still retained toward him despite the beating -- she agreed to follow his "scenario." According to the new Bugliosi script, their relationship was purely that of attorney-client -- which it had never been. Supposedly they had never seen each other socially, and the reason she had "made up" the whole assault and battery complaint was that he had refused to refund to her $100 she had supposedly paid when she purportedly consulted with him on June 14th to get delinquent child support.

Not satisfied with concocting this false story for Mrs. Cardwell to tell -- thereby subjecting her to criminal charges based on her original complaint -- Mr. Bugliosi and his secretary conspired to fabricate a false receipt for the non-existent $100 payment of June 14th. The secretary did, in fact, prepare such a receipt there in the apartment using plain bond paper and Mrs. Cardwell's old portable typewriter for the job. That was supposed to be good enough to fool the detectives.

Well, Mrs. Cardwell went and told the new Bugliosi version to the police. And so did Vincent T. Bugliosi -- almost word for word the same as they appear in the follow-up police report.

And the City Attorney came within a hair of filing false report charges against Mrs. Cardwell. But he dropped those

plans at the urgent pleading of Mr. Bugliosi when Bugliosi discovered that his compliant girlfriend wasn't going to be represented by a lawyer chosen and paid for by him, a lawyer who would quietly plead her guilty, pay her fine (with money provided by Bugliosi) and then let the whole matter quietly disappear.

He begged the City Attorney to drop any charges and forget the whole thing when I informed him that I would be representing Mrs. Cardwell and that I would be cross-examining him when he took the stand as the prosecution's star witness in a really contested jury trial on such a false report prosecution.

But again, that's not the end. After the criminal aspect of the case had disappeared, Mrs. Cardwell acquired a civil attorney who contacted Mr. Bugliosi's attorney concerning a projected civil damage action for the assault and battery. To make what is now a very long story shorter, suffice to say that Mr. Bugliosi's penchant for pay-off cover-ups once more came to the fore.

According to what Mrs. Cardwell told me before anything was ever signed or any money paid, the old Liquidated Damages Agreement was trotted out again -- this time with a $50,000 stinger for anyone who divulged the settlement. And the rather considerable sum of $5,000 cash plus retention of the still unspent $450 "abortion" money was offered by Bugliosi and accepted by Mrs. Cardwell.

Was the Liquidated Damages Agreementsigned? Well, I have never seen the Agreement, but Mrs. Cardwell just won't discuss with me anything about the case any more.

Was the $5,000 in cash paid? Well, on December 11, 1973, I received a check for $713 from the trust account of Mrs. Cardwell's civil attorney, and I was only to get that reimbursement of costs from a settlement or judgment against Mr. Bugliosi. And I know too that any time I have mentioned the Bugliosi case to Mrs. Cardwell since the first of the year her smile reveals over $1,000 worth of dental work that she suddenly could afford at just the time I received my reimbursement check.

Ladies and gentlemen, Mr. Bugliosi's attempts to cover up his attack on Mrs. Cardwell, his own lies and his fabrication of phony stories and phony evidence may bind others to silence, but his payment of hush money to Mrs. Cardwell doesn't bind me.

The people of this State deserve to know about Mr. Bugliosi -- <u>all</u> about Mr. Bugliosi.

I am no politician. What I have said today may be too blunt for some people. I have used words like "liar" and "perjurer" and "fabricator of false evidence." I have used those words because they fit Mr. Bugliosi. And because they do fit him -- and fit so horrifyingly well -- Vincent T. Bugliosi is UNFIT for the post he now seeks.

Bugliosi had no response himself. Instead, Michael A. Heaman (by then Bugliosi's campaign treasurer) issued a statement calling Denny "a political hatchetman" for both Norris and Younger. To one reporter he also called Denny a liar.

EVENING OUTLOOK Thurs., May 9, 1974—7

Lawyer's Account

Bugliosi Assault Said Settled Out Of Court

From Evening Outlook News Services

Former Deputy District Attorney Vincent Bugliosi paid $5,000 to a former girlfriend to keep her from suing for civil damages over an assault that occurred in Santa Monica, a Beverly Hills attorney has charged.

George V. Denny III said he learned of the payment because he once represented the woman, Virginia Cardwell, in a case against Bugliosi.

A spokesman for Bugliosi's campaign denied the payment, and said Denny is a "political hatchetman" for William Norris, Bugliosi's opponent for the Democratic nomination. Both Denny and Norris denied they were working together.

Denny gave a Los Angeles news conference this account of the alleged events he claimed led up to the $5,000 payoff to Ms. Cardwell:

Bugliosi allegedly went to her Santa Monica apartment last June 26 after learning she had not used $450 he had given her for an abortion, forced his way in and beat and choked her, Denny said.

She reported the incident to the police and Bugliosi returned the next day to convince her to fabricate a different story, according to Denny. He said Ms. Cardwell then told Santa Monica detectives she had filed the assault charge in retaliation for a $100 consultation fee Bugliosi had charged her as her attorney.

Denny said she had never been Bugliosi's client, and that a receipt for the $100 was typed and pre-dated by Bugliosi's secretary on plain paper.

Bugliosi then prevailed upon city attorney not to file a complaint against Ms. Cardwell for filing a false assault and battery charge when he (Denny) was called into the case, Denny claimed.

"Bugliosi discovered that his girlfriend wasn't going to be represented by a lawyer chosen and paid for by him, a lawyer who would quietly plead her guilty, pay her fine and then let the whole matter disappear," Denny said.

After the criminal aspect of the case was dropped, Denny said Ms. Cardwell, a 31-year-old divorcee, hired a civil attorney to file suit over the alleged assault. Denny said Bugliosi made a $5,000 payment so the matter would be dropped.

Woman's Comment

Attorney Michael Heaman who reportedly represented Bugliosi in Ms. Cardwell's alleged civil suit against him, said she never had been paid any money.

Ms. Cardwell, contacted by telephone, said she had received money from Bugliosi's attorney. She would not specify the amount, but said it was "more than $5,000."

She also said the pregnancy had been "naturally aborted."

(SPACE BELOW FOR FILING STAMP ONLY)

McGURRIN & DENNY
ATTORNEYS AT LAW
318 South Beverly Drive
Beverly Hills, California 90212
556-2277
879-2377

Attorneys for Plaintiff

ORIGINAL FILED
MAY 10 1974
COUNTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GEORGE V. DENNY III,

Plaintiff,

vs.

VINCENT T. BUGLIOSI, MICHAEL A. HEAMAN, and DOES I through XXX,

Defendants.

NO. C 87997

COMPLAINT FOR SLANDER AND DEFAMATION OF CHARACTER

Plaintiff complains of defendants, and for causes of action alleges as follows:

FIRST CAUSE OF ACTION

1. Plaintiff, a resident of the County of Los Angeles, State of California, is now and at all times mentioned herein was an attorney, duly licensed to practice law in the State of California, with offices in Beverly Hills, California, with a practice centered mainly in Los Angeles County; and at all times pertinent hereto, Plaintiff's general reputation for truth, honesty and integrity in the community in which he lived and worked was good.

2. Defendants VINCENT T. BUGLIOSI and MICHAEL A. HEAMAN are residents of the County of Los Angeles, State of California.

3. The true names and capacities of Does I through XXX, inclusive, are unknown to Plaintiff at this time who, therefore,

Those false allegations were more than adequate to provide Denny with the opportunity to file a Complaint for Slander and Defamation of Character against both Heaman and Bugliosi. The prayer was for a modest $145,000.

Attempts through Law and Motion by Denny to schedule early depositions were unsuccessful, as were continuing attempts to goad Bugliosi into filing a Cross-Complaint.

One of those attempts included another press conference, this time with Denny and Mrs. Cardwell. By May 20th she had already voluntarily disclosed to certain members of the press the terms of the settlement in her case with Bugliosi. Her statement still did not stir Bugliosi to respond.

NEWS RELEASE: May 20, 1974

MRS. VIRGINIA CARDWELL CHARGES ATTORNEY GENERAL CANDIDATE VINCENT T. BUGLIOSI WITH ASSAULT, COERCION TO CHANGE HER ORIGINAL REPORT TO THE POLICE, AND A $5,450 PAYOFF TO KEEP HER QUIET.

On June 25, 1973, Vince Bugliosi came crashing through the back door of my apartment and began to beat me up. He was furious at finding out that I apparently hadn't gotten the abortion that he had insisted I get after I had told him almost two weeks earlier that I thought I was pregnant.

He had been so upset at that news and had pressured me so to get an abortion--which I didn't want or believe in--that I had accepted $448 from him on the pretext that I would go through with it. The beating I got at his hands was just part of the price I paid for not going through with what he wanted.

Shortly after Vince left and I had pulled myself together, I called the Santa Monica Police Department. An officer came and took my report of the assault and battery. I went to the police station for photographs to be taken of my face and arm and was told that the detectives would see me the next day.

But that day, before the detectives saw me, Vince and his secretary came to my apartment. For four hours Vince threatened, pleaded, and worked on me in every way he knew how to get me to tell the detectives a false story when I saw them.

Despite the fact that I had been intimate with him since April 24th, I was to say that I had never known him socially. Supposedly I had come to see him on June 14th and paid him $100 to look into problems I was having with my ex-husband concerning unpaid child support. Then, I was supposed to say that I had made up the story of his attack on me. Supposedly I became angry

because he refused to refund the money to me when I went to his office on June 25th after getting the back support through the court. The bruises on my eye and arm were supposed to have been accidentally caused by my five year old son.

All of this I did tell the detectives when I saw them later on June 26th. I did it partly because I was afraid of Vince but partly because of the feeling I still had for him. The police told me that I would probably be filed on for filing a false assault and battery complaint because I had changed my story. But Vince had told me that he would get and pay for an attorney who would handle the matter quietly and get me no more than a $50 fine, which Vince also said he would pay.

But after checking with my brother, I hired Mr. Denny who told Vince that we would fight any case that was filed. It was not long afterwards that I learned that Vince had gotten the Santa Monica City Attorney to drop the false report charge he was planning to file against me.

In September I retained a civil attorney to prsss assault charges against Vince in a civil damage action. Although the first response from Vince's attorney, Mr. Heaman, was extremely nasty, my attorney told me in early December that they had offered to pay me $5000 cash if I would take no further action and sign a secrecy agreement.

On December 11, 1973, my attorney received $5000 in cash from Mr. Bugliosi, and I was also allowed to keep two money orders totalling $450. I had purchased the money orders in June, right after Vince had given me $448 for the abortion.

Also on December 11th, I signed the secrecy agreement. I understood when I signed it, and I understand now, that it subjects me to a $50,000 payment to Mr. Bugliosi for violating its secrecy provisions. I am willing to chance a suit by Mr. Bugliosi to collect his $50,000 in order to bring the truth of this entire matter out into the open.

Finally, on June 3rd, 1974, the day before this final election, Bugliosi sent his law partners and his wife to file his Answer and Cross-Complaint at the County courthouse -- accompanied by a host of T.V. cameramen and reporters. The prayer on five causes of action in the Cross-Complaint against Denny, Cardwell and her attorneys, and William A. Norris and certain members of his staff, was for $10,000,000.

ROBERT K. STEINBERG,
EDWIN STANLEY and
STEPHEN W. SOLOMON
10880 Wilshire Boulevard
Los Angeles, CA. 90024

474-6594

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GEORGE V. DENNY, III, Plaintiff vs. VINCENT T. BUGLIOSI, et al., Defendants.	No. C 87997 CROSS COMPLAINT FOR INTENTIONAL CAUSING OF EMOTIONAL DISTRESS, DEFAMATION, ABUSE OF PROCESS, AND CONSPIRACY
VINCENT T. BUGLIOSI, Cross Complainant vs GEORGE V. DENNY, III, WILLIAM A. NORRIS, THOMAS McDONALD, SANDI METTATAL, VIRGINIA CARDWELL, JOHN H. WOLF, THOMAS J. McKAY, ALFRED J. DOUGLAS, DOES I - XV, and DOE CORPORATIONS XVI - XXX, inclusive, Cross Defendants	

Defendant and Cross complainant VINCENT T. BUGLIOSI, for a cause of action against plaintiff and cross defendants, alleges:

FOR A FIRST CAUSE OF ACTION AGAINST GEORGE V. DENNY; III, WILLIAM A. NORRIS, THOMAS McDONALD, SANDI METTATAL, VIRGINIA CARDWELL, JOHN A. WOLF, THOMAS J. McKAY, ALFRED J. DOUGLAS, and DOES I - V, AND EACH OF THEM:

1. Cross complainant is, and at all times mentioned

On June 4, 1974, the voters of California overwhelmingly rejected Bugliosi, who not only lost the overall vote to Norris by a margin of 58% to 42%, but who also lost all but one County in the State.

Then, the following day, Bugliosi filed a First Amended Cross-Complaint. In it, he added five new causes of action. Each was based essentially on the Weisel and Cardwell Liquidated Damages Agreements, which Bugliosi finally acknowledged, and which he was then seeking to enforce.

With the new causes of action and further request for punitive damages, the prayer for damages against all cross-defendants rose to $14,630,000.

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STEPHEN W. SOLOMON
10880 Wilshire Boulevard
Los Angeles, CA 90024

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

GEORGE V. DENNY, III, Plaintiff vs. VINCENT T. BUGLIOSI, et al. Defendants	No. C 87997 FIRST AMENDED CROSS COMPLAINT FOR INTENTIONAL CAUSING OF EMOTIONAL DISTRESS, DEFAMATION, ABUSE OF PROCESS, CONSPIRACY, UNFAIR INTERFERENCE WITH CONTRACTUAL RELATIONS, FRAUD, AND MISREPRESENTATION, AND BREACH OF CONTRACT.
VINCENT T. BUGLIOSI, Cross Complainant vs. GEORGE V. DENNY, III, WILLIAM A. NORRIS, VIRGINIA CARDWELL, JOHN H. WOLF, THOMAS J. McKAY, ALFRED J. DOUGLAS, DOES I - XV and DOE CORPORATIONS XVI - XXX, inclusive, Cross Defendants	

Defendant and cross complainant, VINCENT T. BUGLIOSI, for cause of action against plaintiff and cross defendants, alleges:

FOR A FIRST CAUSE OF ACTION AGAINST GEORGE V. DENNY III, WILLIAM A. NORRIS, VIRGINIA CARDWELL, JOHN A. WOLF, THOMAS J. MCKAY, ALFRED J. DOUGLAS, AND DOES I - V, AND EACH OF THEM:

1. Cross complainant is, and at all times mentioned herein or relevant hereto was, an individual, an attorney at law duly licensed to practice and practicing in the State of California

ant's damage in the sum of $65,000.00.

7. In doing the things herein alleged, cross defendants, and each of them, acted maliciously and were and are guilty of a wanton disregard of the rights of cross complainant, and by reason thereof, cross complainant is entitled and demands exemplary and punitive damages from cross defendants, and each of them, in the sum of $500,000.00.

WHEREFORE, cross complainant prays judgment against cross defendants, and each of them as follows:

FIRST CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

SECOND CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

THIRD CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein; and

4. For such other relief as the court deems just.

FOURTH CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

FIFTH CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

SIXTH CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

SEVENTH CAUSE OF ACTION:

1. For general damages in the sum of $1,500,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

EIGHTH CAUSE OF ACTION:

1. For general damages in the sum of $15,000.00;

2. For costs of suit incurred herein, and

3. For such other relief as the court deems just.

. . . . .

. . . . . .

NINTH CAUSE OF ACTION:

1. For general damages in the sum of $50,000.00;

2. For costs of suit incurred herein, and

3. For such other relief as the court deems just.

TENTH CAUSE OF ACTION:

1. For general damages in the sum of $65,000.00;

2. For exemplary and punitive damages in the sum of $500,000.00;

3. For costs of suit incurred herein, and

4. For such other relief as the court deems just.

ROBERT K. STEINBERG, EDWIN STANLEY AND STEPHEN W. SOLOMON,

by: _____

Attorneys for Defendant
VINCENT T. BUGLIOSI

However, within the week, Bugliosi's law partner, Robert Steinberg, contacted Denny and stated that Bugliosi would dismiss his Cross-Complaint for $14,630,000 if Denny would dismiss his Complaint for $145,000.

Denny agreed to the dismissal on the condition that he would get a retraction from Bugliosi's campaign treasurer, Michael Heaman. This was done.

RETRACTION AND RELEASE OF ALL CLAIMS

THIS AGREEMENT is entered into in light of the following circumstances:

1. On May 7, 1974, GEORGE V. DENNY III, hereinafter referred to as "DENNY", and his wife, BARBARA L. DENNY, held a news conference in which DENNY made various charges concerning the qualifications and fitness of VINCENT T. BUGLIOSI, hereinafter referred to as "BUGLIOSI", to run for the office of Attorney General of the State of California.

2. MICHAEL A. HEAMAN, hereinafter referred to as "HEAMAN", an attorney who had previously represented BUGLIOSI in a civil matter, was the treasurer for BUGLIOSI'S campaign for the Democratic nomination for Attorney General.

3. THOMAS C. McDONALD, hereinafter referred to as "McDONALD", was the manager of the campaign for William A. Norris, the other candidate for the Democratic nomination for Attorney General.

4. On or about the same May 7, 1974, in reply to various reporters' questions concerning BUGLIOSI's response to DENNY's charges, HEAMAN stated that:

(a) DENNY was a liar;

(b) DENNY was a hatchet man whose vicious and irrelevant smear was dredged up at the specific direction of District Attorney Joe Busch and Attorney General Evelle Younger to guarantee Younger's reelection;

(c) McDONALD was placed in the position of William Norris' campaign manager at Joe Busch's direction; and

(d) Busch and Younger obviously intended that a political character assassin like McDONALD could

give Norris' hopeless campaign a boost by putting out innuendos, lies and smears.

5. On May 10, 1974, DENNY filed an action in Los Angeles Superior Court, case Number C 87997, for slander against HEAMAN and BUGLIOSI based upon HEAMAN's statements to certain reporters as set forth generally in paragraph 4, subparagraphs (a) and (b) above.

6. McDONALD has consulted with legal counsel preliminary to filing a similar action for slander but to date has not so filed.

7. On June 7, 1974, William A. Norris won the primary election to become the Democratic candidate for Attorney General.

Based upon the foregoing facts and circumstances, and in consideration of the promises and acts set forth below, IT IS HEREBY AGREED THAT:

1. HEAMAN hereby retracts the statements and allegations made by him about DENNY and McDONALD on and about May 7, 1974, as set forth generally in paragraph 4, subparagraphs (a), (b), (c) and (d) above.

2. McDONALD waives and gives up all causes of action he has or may have against HEAMAN arising out of the statements made by HEAMAN against McDONALD on and about May 7, 1974, as aforesaid; and by such release and waiver also waives all rights under Section 1542 of the Civil Code and any similar law of any state or territory of the United States. Said Section reads as follows:

"§1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing his release, which if known by him must have materially affected his

F

settlement with the debtor."

3. DENNY waives and gives up all causes of action he has or may have against HEAMAN arising out of the statements made by HEAMAN against DENNY on and about May 7, 1974, as aforesaid; and by such release and waiver also waives all rights under Section 1542 of the Civil Code, as set forth above, and any similar law of any state or territory of the United States; and DENNY promises that he will file a Dismissal With Prejudice in favor of HEAMAN in the pending action in the Los Angeles Superior Court, Case No. C 87997.

EXECUTED this 14th day of June, 1974, at Beverly Hills, California.

MICHAEL A. HEAMAN

THOMAS C. McDONALD

GEORGE V. DENNY III

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 14th day of June, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MICHAEL A. HEAMAN, known to me to be the person whose name is subscribed to the within document, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GRETA DIAMOND
NOTARY PUBLIC
LOS ANGELES COUNTY
My Comm. Expires Apr. 12, 1976

Notary Public in and for said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 15th day of ~~June~~ October, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS C. McDONALD, known to me to be the person whose name is subscribed to the within document, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
GEO. V. DENNY III
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 27, 1977

Geo. V. Denny III
Notary Public in and for said County and State

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 29th day of ~~June, 1974~~ January, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared GEORGE V. DENNY III, known to me to be the person whose name is subscribed to the within document, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
HELENE LA BARRE
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Dec. 9, 1978

Helene La Barre
Helene LA BARRE
Notary Public in and for said County and State

Denny did not offer any such retraction for his charges that Bugliosi had lied to the press, to the people of this State, and to the officers of the Santa Monica Police Department; that he had fabricated false evidence to obstruct the investigation into his assault on Mrs. Cardwell; and that he had perjured himself during his deposition in the Weisel case.

Nevertheless, Bugliosi apparently was sufficiently anxious to abort the new round of depositions that had been noticed by Denny that he agreed to the mutual dismissals on the terms laid down by Denny. Those terms did not include any secrecy or liquidated damage provisions.

Denny, Heaman and his law partners, Bugliosi and his law partners, and Barbara Silver all signed the Agreement in mid-July, 1974. However, by agreement with Bugliosi's criminal defense attorney, the other people who ultimately signed were not contacted until it appeared that it would not prejudice the perjury case then pending by way of Grand Jury indictment against Bugliosi.

RELEASE OF ALL CLAIMS

THIS AGREEMENT is entered into in the light of the following circumstances:

1. On May 7, 1974, GEORGE V. DENNY III, hereinafter referred to as "DENNY", and his wife, BARBARA L. DENNY, held a news conference in which DENNY made various charges concerning the qualifications and fitness of VINCENT T. BUGLIOSI, hereinafter referred to as "BUGLIOSI", to run for the office of Attorney General of the State of California, and in which DENNY also revealed certain matters concerning settlement of an action entitled "Herbert H. Weisel, et al, vs. Vincent T. Bugliosi, et al," L.A.S.C.Case No. C 42612, and in which DENNY also revealed facts pertaining to settlement negotiations in connection with a civil claim against BUGLIOSI by VIRGINIA CARDWELL, hereinafter referred to as "CARDWELL".

2. MICHAEL A. HEAMAN, hereinafter referred to as "HEAMAN", an attorney who had previously represented BUGLIOSI in a civil matter, was the treasurer for BUGLIOSI's campaign for the Democratic nomination for Attorney General.

3. On or about May 7, 1974, in reply to various reporters' questions concerning BUGLIOSI's response to DENNY's charges, HEAMAN made certain statements pertaining to DENNY's veracity and his alleged connection with the Republican incumbant Attorney General.

4. On May 10, 1974, DENNY filed an action in Los Angeles Superior Court, Case No. C 87997, for slander against HEAMAN and BUGLIOSI based upon HEAMAN's statements to certain reporters as set forth generally in paragraph 3 above.

5. On May 20, 1974, DENNY and CARDWELL held a news conference in which CARDWELL detailed the bases of her claim

against BUGLIOSI and revealed the terms of settlement thereof.

6. On June 3, 1974, BUGLIOSI answered DENNY's Complaint and filed a Cross-Complaint against DENNY and CARDWELL, against the other candidate for the Democratic nomination for Attorney General, William A. Norris, hereinafter referred to as "NORRIS", against the attorneys who handled CARDWELL's civil claim against BUGLIOSI, namely, John H. Wolf, Thomas J. McKay, and Alfred J. Douglas, and against a number of unnamed "DOES". The Cross-Complaint alleged various causes of action relating to the charges previously made by DENNY and CARDWELL and the responsibility of various persons therefor.

7. On June 4, 1974, NORRIS won the Democratic nomination for Attorney General.

8. On June 5, 1974, BUGLIOSI filed a First Amended Cross-Complaint alleging the five original causes of action and adding three causes of action relating to certain written agreements that had been executed in connection with the Weisel and Cardwell cases.

Based upon the foregoing facts and circumstances, and in consideration of the promises and acts set forth below,

IT IS HEREBY AGREED THAT:

1. BUGLIOSI and DENNY acknowledge that there may be merit in the charges that each has made against the other in their respective Complaint and Cross-Complaint (original and amended), in L.A.S.C. Case No. C 87997. Said two parties, however, are willing to forego against each other and against all other persons, whether specifically named as defendants, or cross-defendants, or as "Does", and specifically those parties and other persons whose signatures appear hereon, whatever causes of action they may have arising out of the incidents

and transactions referred to in all of the pleadings and papers on file under said Case Number C 87997; and, in consideration of such forebearance to pursue their respective claims and causes of action, they do hereby waive and give up all such claims and causes of action; and by such release and waiver they also waive all rights under Section 1542 of the Civil Code of California, and any similar law of any State or territory of the United States. Said Section reads as follows:

> "§1542. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing his release, which if known by him must have materially affected his settlement with the debtor."

2. Pursuant to the foregoing release and waivers, BUGLIOSI and DENNY agree to execute concurrently with the signing of this agreement a Dismissal With Prejudice of the Complaint and Cross-Complaint (both original and amended) as to all defendants and cross-defendants and to file such Dismissal immediately upon the completion of the signing of this agreement by all persons whose typed signature line appears hereon.

3. BUGLIOSI and DENNY further agree to execute concurrently with the signing of this agreement such releases and/or other documents as may be required by the Clerk of the Superior Court of Los Angeles County to compel the return to DENNY of the $500.00 cash Undertaking he posted at the time of filing the aforementioned Complaint and to relieve from any liability the two sureties whose Undertakings were filed concurrently with the filing of BUGLIOSI's Cross-Complaint.

4. Because certain injuries have been alleged in his Cross-Complaint by BUGLIOSI on behalf of his wife, Gail M. Bugliosi, and their two minor children, Wendy Bugliosi and

Vincent T. Bugliosi, Jr., and in consideration of the various acts and promises as set forth herein, said Gail M. Bugliosi, for herself, and Vincent T. Bugliosi, the duly appointed Guardian ad Litem for the aforesaid minor children, do hereby waive and give up all claims and causes of action each, any, and all of them may have against all other persons, whether specifically named as defendants, cross-defendants, or as "Does", and specifically those parties and other persons whose signatures appear hereon, arising out of the incidents and transactions referred to in all of the pleadings and papers on file under the aforementioned case No. C 87997; and they do hereby waive and give up all rights under Section 1542 of the Civil Code of California, as specifically set forth hereinabove, and any similar law of any state or territory of the United States.

5. In consideration of the various acts and promises as set forth herein, the various defendants, cross-defendants, and other persons whose signatures appear hereon also waive and give up all claims and causes of action each of them may have against all other persons, whether specifically named as defendants, cross-defendants, or as "Does" and specifically those parties and other persons whose signatures appear hereon, arising out of the incidents and transactions referred to in all of the pleadings and papers on file under the aforementioned Case No. C 87997; and they do hereby waive and give up all rights under Section 1542 of the Civil Code of California, as specifically set forth hereinabove, and any similar law of any state or territory of the United States.

6. It is expressly understood and agreed by all parties and persons signing this agreement that nothing contained herein shall prohibit or disenable any party or any other person from

appearing before, testifying in, or otherwise participating in, any proceeding in any other forum or administrative body wherein the facts or matters referred to in the pleadings and papers in the aforesaid L.A.S.C. Case No. C 87997 may be a subject of inquiry.

IN WITNESS WHEREOF, we have each affixed our hand and seal at the places and dates set forth at the time of such signing.

DATE:	PLACE	
7-15-74	Beverly Hills, Calif.	Vincent T. Bugliosi VINCENT T. BUGLIOSI
7-16-74	Beverly Hills, Calif.	Gail M. Bugliosi GAIL M. BUGLIOSI
7-15-74	Beverly Hills, Calif.	Vincent T. Bugliosi VINCENT T. BUGLIOSI, Guardian ad Litem for Wendy Bugliosi and Vincent T. Bugliosi, Jr.
7/16/74	Beverly Hills, CA.	[signature] GEORGE V. DENNY, JR.
10/16/74	Los Angeles, Calif	Barbara L. Denny BARBARA L. DENNY
10/16/74	Los Angeles C.A.	William A. Norris WILLIAM A. NORRIS
10-16-74	Beverly Hills, Calif.	[signature] VIRGINIA CARDWELL
9-30-74	Beverly Hills, CA.	John J. Wolf JOHN J. WOLF
9/30/74	Beverly Hills, Calif.	[signature] THOMAS J. McKAY
10/1/74	Beverly Hills, Calif.	Alfred J. Douglas ALFRED J. DOUGLAS
10-16-74	Woodland Hills, Ca.	Herbert H. Weisel HERBERT H. WEISEL
10-16-74	Woodland Hills, Ca.	Rose L. Weisel ROSE L. WEISEL
7/15/74	Beverly Hills	Michael A. Hearn MICHAEL A. HEARN
7/15/74	Beverly Hills	[signature] DONALD B. MARR

DATE:	PLACE	
July 14 1974	Beverly Hills, Cal.	EDWIN [illegible]
July 14 74	Beverly Hills	ROBERT K. STEINBERG
July 22	[illegible]	STEPHEN W. SOLOMON
7-16-74	Beverly Hills, Cal.	BARBARA J. SILVER
10-15-74	Los Angeles, Cal.	THOMAS C. McDONALD
10-15-74	Los Angeles, Calif.	SANDRA NETTATAL

The Grand Jury had indicted Bugliosi on three counts of perjury. The charges were based largely on the testimony of Bugliosi's co-prosecutor in the Tate-La Bianca cases, Stephen R. Kay, and the limited but crucial testimony of reporter William Farr. The gravamen of the charged offenses was that Bugliosi had twice lied to Judge Charles Older and had also lied to the Grand Jury itself in denying under oath that he had provided Farr with the transcript of a witness' testimony in violation of a court order.

At Bugliosi's perjury trial in September-October, 1974, instead of testifying as he had before the Grand Jury, Farr asserted the newsman's privilege not to reveal his sources of information. Unable to make use of the prior testimony under the Evidence Code and, therefore, unable to establish a prima facie case, the special prosecutor moved to dismiss the case. The court granted the motion and dismissed the jury.

No conviction. No acquittal. No vindication.

With the termination of the perjury trial, the go-ahead was given by Bugliosi's defense attorney to file the Dismissal with Prejudice in the civil slander suits. On January 31, 1975, the Dismissal was filed and entered in the court records.

Name, Address and Telephone No. of Attorney(s)

GEO. V. DENNY III
McGURRIN & DENNY
315 S. Beverly Dr., #207
Beverly Hills, Calif. 90212
556-2277
Attorney(s) for Plaintiff

Space Below for Use of Court Clerk Only

ORIGINAL FILED
JAN 31 1975
COUNTY CLERK

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
(SUPERIOR, MUNICIPAL, or JUSTICE)

111 N. Hill Street, Los Angeles, Calif.
(Name of Municipal or Justice Court District or of branch court, if any)

Plaintiff(s) GEORGE V. DENNY III,

Defendant(s) VINCENT T. BUGLIOSI, MICHAEL A. HEAHAN, and DOES I THROUGH XXX,

(Abbreviated Title)

CASE NUMBER C87997

REQUEST FOR DISMISSAL

TYPE OF ACTION

- ☐ Personal Injury, Property Damage and Wrongful Death: ☐ Motor Vehicle ☐ Other
- ☐ Domestic Relations
- ☐ Eminent Domain
- ☒ Other: (Specify) COMPLAINT FOR SLANDER AND DEFAMATION OF CHARACTER

TO THE CLERK: Please dismiss this action as follows: (Check applicable boxes.)

1. ☒ With prejudice ☐ Without prejudice ☐ Petition only ☐ Cross-complaint only
2. ☒ Entire action ☐ Complaint only
   ☐ Other: (Specify)*

McGURRIN & DENNY

Dated: January 29, 1975

By: [signature]
Attorney(s) for Plaintiff
George V. Denny (III

(Type or print attorney(s) name(s))

*If dismissal requested is of specified parties only, of specified causes of action only or of specified cross-complaint only, so state and identify the parties, causes of action or cross-complaints to be dismissed.

TO THE CLERK: Consent to the above dismissal is hereby given.

STANLEY, STEINBERG & BUGLIOSI

Dated: July 16, 1974

By: [signature]
Attorney(s) for Defendants

ROBERT K. STEINBERG
(Type or print attorney(s) name(s))

**When a cross-complaint (or Response (Marriage) seeking affirmative relief) is on file, the attorney(s) for the cross-complainant (respondent) must sign this consent when required by CCP 581(i), (2) or (3).

(To be completed by clerk)

☒ Dismissal entered as requested on

☐ Dismissal entered on .....as to only

☐ Dismissal not entered as requested for the following reason(s), and attorney(s) notified on

Clarence E. Cabell,
County Clerk, Clerk

JAN 31 1975

Dated

By J. A. Cook, Deputy

Form Adopted by Rule 982 of The Judicial Council of California Revised Effective July 1, 1972

REQUEST FOR DISMISSAL

CCP 581, etc.; Cal. Rules of Court, Rule 1233

78R2S1M - Ch.14 (82) - CDB 6-73

EPILOGUE

These are the facts. However engrossing, they do not make very comfortable reading. The discomfort stems not just from the way Bugliosi has adversely affected the lives of the few people involved in these strange escapades. The real discomfort -- the dreadful uneasiness -- comes from the realization of how close this man so recently came to gaining a position of power and prestige from which his burning ambition would propel him even higher in the ranks of elected or appointed officials.

The matters contained herein pertain to the over-riding issue in the campaign for any elective office: THE HONESTY AND INTEGRITY of the candidate seeking that office.

By this point, the reader has undoubtedly drawn his own conclusion about the honesty and integrity of Vincent T. Bugliosi.