

Submitting an Ethics Complaint Regarding an Oregon Lawyer

Here is a copy of the information that you have submitted. A copy has been sent to the email address you provided:

Oregon State Bar

To: Tara Carreon

10/8/2014 1:50:55

Following is a record of your complaint filed with the Oregon State Bar.
Please retain this for your records.

Name and Address of COMPLAINANT

Ms Tara Carreon
2165 S. Avenida Planeta
Tucson, Arizona 85710
Primary Phone: 5208227288
Secondary Phone: 5208227288
Email: Tara_Carreon@yahoo.com

Name and Address of ATTORNEY

Mr Duane A. Bosworth
1300 SW Fifth Avenue
Portland, OR 97201-5610
Primary Phone: 503-241-2300
Secondary Phone: 503-778-5299

COMPLAINT

I have attached a letter in PDF format to state my complaint, and attach additional PDFs as evidentiary support.

ATTACHMENTS

AAA.COMPLAINT.OSB.docx
AAA.COMPLAINT.OSB.pdf
bosworth complaint documents.pdf

Tara Lyn Carreon
2165 S. Avenida Planeta
Tucson, AZ 85710
520-822-7288

October 8, 2014

Oregon State Bar

Re: Submitting An Ethics Complaint Regarding an Oregon Lawyer

Dear Oregon State Bar:

My name is Tara Carreon. On May 27, 2013, I was the Director of American Buddha, an Oregon nonprofit corporation. American Buddha was represented by counsel , Derek Johnson (OSB 88234) of Johnson Johnson Larson & Schaller, a Eugene firm. Mr. Johnson was American Buddha's counsel of record in Penguin Group (USA), Inc. v. American Buddha, USDC Oregon Case No. 3:13-CV-00497. Opposing counsel representing Penguin was Duane Bosworth and Davis Wright Tremaine, LLP.

Mr. Bosworth still represents Penguin in the litigation, which was transferred on American Buddha's motion to Tucson, Arizona, and is now pending. This is a copyright lawsuit, in which American Buddha is asserting a "library defense" to Penguin's claims, i.e., that it is a library and exempt from copyright infringement liability.

Yesterday Mr. Bosworth took my deposition in the case, and he asked me about a person named Onwuama Charles ("OC"), a person who contacted me on the Internet in response to my request on the website for "Virtual Library Assistants" to assist in the process of preparing manuscripts for placement in the library archive.

I have strong reasons to believe that Mr. Bosworth or someone acting with his knowledge, was the instigator of OC's contact, and thus violated D.R. 7-104 by communicating with a person represented by counsel.

First, one of the books that is the subject of the copyright lawsuit is "The Golden Ass of Apuleius," (the "Golden Ass") a Roman classic of considerable antiquity in which there is very little popular interest. Strangely, the very day after I posted the notice for "Virtual Library Assistants," OC emailed me and said "I came across your library while browsing the web for a copy of 'Metamorphosis' or 'The Golden Ass'...." Suffice it to say that this is the first time anyone has ever emailed me about this book, and the last time anyone has volunteered to be a Virtual Library Assistant ("VLA").

Second, OC was not who he claimed to be. There is only one person named Onwuama Charles on the Internet, and prominently displayed on his Google+ page is -- believe it or not -- a donkey showing its ass

Kjellberg, Thomas

From: American Buddha [ambu@american-buddha.com]
Sent: Wednesday, September 02, 2009 5:26 PM
To: Kjellberg, Thomas
Subject: ABOL Invites You To Enjoy Your Online Library at Two Locations

Dear Friends of American Buddha:

This is the very first email we're sending it because we are excited about all the good things that have happened for the library. First, we have to celebrate, because one of the out-of-print books in the ABOL archive has just gotten back into print. Thanks to the interest generated through the site, Lester Coleman, the DIA agent who co-authored ***Trail of the Octopus -- From Beirut to Lockerbie -- Inside the DIA***, got in touch with us and we have collaborated to help him get this fantastic book back into print. Click here to buy it on Amazon, or enjoy reading it online as you always have. Read a special interview with Lester at trailoftheoctopus.net.

American Buddha now has a sister website at NaderLibrary.com that doesn't require a user name or password. While you're there, please join our Bulletin Board and get email notifications whenever new content is posted, which is regularly. Different from the eclectic, find it anywhere style of American Buddha, NaderLibrary is carefully organized into categories on its comprehensive front page, that breaks content into several broad areas, including: Nature Writing / Ecology / Science, Non-Fiction, Philosophy, Political Science, Science Fiction, Graphic Novels and Illustrated Exposes, Plays, Short Stories, Speeches, Articles & Essays, Investigations and Reports, Art, Declassified Documents, Supreme Court Decisions, and Illustrated Screenplays.

American Buddha has also manifested a new self-image. Check out the new Anno Femini front page, with links to large numbers of new titles focused on women's issues. (Hint – click the images to be transported to unexpected wonders.)

Doing research? The Nutch search engine provides you with instant linkage to both sites when you punch in your search terms.

So, come visit, and send your scholarly, studious friends to the most dedicated and selective online library on the Net. Please spread the word about American-buddha.com and NaderLibrary.com -- our dedicated server is fast and eager to provide the fuel for our Intellectual Uprising.

With Lots of Love For Our Fans,

Ambu Fortuna

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[Compose](#) [Addresses](#) [Folders](#) [Options](#) [Search](#) [Help](#)[[Previous](#) | [Next](#)] [[Delete & Previous](#) | [Delete & Next](#)] [[Message List](#)]Reply Reply All | Forward ☐ As Attachment | Delete ☐ Bypass Trash Move To: INBOX ▼ Move**Subject:** Volunteer Library Assistant Position**From:** onwuamacharles@yahoo.com**Date:** Mon, May 27, 2013 5:32 am**To:** i@taracarreon.com**Priority:** Normal**Status:** answered**Options:** [View Full Header](#) | [Print](#) | [Download this as a file](#)

I am interested in your offer of voluntary library assistant position.
My name is Onwuama Charles, i am a freelance journalist and writer from Nigeria. I came across your library while browsing the web for a copy of "Metamorphosis or The Golden Ass" by Alcepius. I will be delighted to work with your library in a virtual capacity at least until you have libraries in my locality.
Thanks for your anticipated offer

Yours faithfully

Onwuama Charles

Sent from my BlackBerry wireless device from MTN

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I have received the documents. I will start work immediately. Thank you once more.

Yours faithfully
Onwuama Charles

-----Original Message-----

From: Tara Carreon

To: onwuamacharles@yahoo.com

Subject: First of Two PDF documents for Rise and Fall of the Third Reich

Sent: 31 May 2013 03:44

Dear Mr. Onwuama Charles:

Here is the first of two PDF documents I am sending. The first PDF contains Chapters 10-20, pgs. 309-712.

Please confirm that you have received this document

Sincerely,

Tara Carreon
ABOL Librarian

Sent from my BlackBerry wireless device from MTN

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Subject: Re: Passport and signed agreement
From: onwuamacharles@yahoo.com
Date: Tue, June 18, 2013 10:36 pm
To: "Tara Carreon" <i@taracarreon.com>
Priority: Normal
Status: answered
Options: [View Full Header](#) | [Print](#) | [Download this as a file](#)

Dear

Tara carreon

Attach is my driving licence hope u will find it useful.

The licence office made a mistake on my date of birth, obviously I can't change it until 2015.

My date of birth is ...3rd october 1987.

Thank you once more

-----Original Message-----

To: Tara Carreon

Subject: Re: Passport and signed agreement

Sent: 11 Jun 2013 11:52 PM

Dear

Tara Carreon

Am got your message, but am sorry I don't have a passport, I have never seen the need for one. I applied for one today but it will take about a month to be processed. Can we make use of my driving licence or National ID card.

-----Original Message-----

From: Tara Carreon

To: onwuamacharles@yahoo.com

Subject: Re: Passport and signed agreement

Sent: 11 Jun 2013 5:15 AM

On 6/6/2013 7:33 AM, onwuamacharles@yahoo.com wrote:

> Dear

> Tara Carreon,

>

> Attached is the signed agreement and my passport.

>

> Thank you one more

> Your faithfully

> Onwuama charles

> Sent from my BlackBerry wireless device from MTN

Dear Mr. Charles:

Thank you very much for sharing your passport picture with me. Would you mind sending a copy of your passport, as well? I've had so much trouble with people trying to harass me with spoofs, that I'd really appreciate it.

Thank you so much.

Tara Carreon

ABOL Librarian

Sent from my BlackBerry wireless device from MTN

Attachments

licence.jpg	image/jpeg	18 KiB	Download View
licence 2.jpg	image/jpeg	24 KiB	Download View

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-----Original Message-----

To: Tara Carreon

Subject: Emailing: libraryassistantagreement111.docx

Sent: 19 Jun 2013 8:57 AM

Dear

Tara Carreon

Attached is the resigned copy of the agreement.

Yes you guessed right Charles is a nickname. The meaning of my first name(Ihunanya) is love. You can imagine growing up with a name like that in your teens.

I started calling myself Charles and it kind of stayed with me.

You can call me Ihunanya, its ok now, the girls here kind of love the name anyway.

Thanks once more for your patience

Yours truly

Onwuama Ihunanya

Sent from my BlackBerry wireless device from MTN

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Dear

Tara Carreon

I am almost through with the chapters u sent me. Please can u send the remaining PDFs so I can complete the work.

Thank you once more for this wonderful opportunity.

Yours faithfully

Onwuama Ihunanya

Sent from my BlackBerry wireless device from MTN

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M

Subject: Re: Unsent PDF

From: i@taracarreon.com

Date: Wed, August 13, 2014 7:33 pm

To: onwuamacharles@yahoo.com

Priority: Normal

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And so -- whatever happened to you?

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Mo

[Edit Message as New](#) [Reply](#) [Reply All](#) | [Forward](#) ☐ [As Attachment](#) | [Delete](#) ☐ [Bypass Trash](#) [INBOX](#)**Subject:** Re: Unsent PDF**From:** i@taracarreon.com**Date:** Mon, August 18, 2014 5:42 pm**To:** "onwuamacharles" <onwuamacharles@yahoo.com>**Priority:** Normal**Options:** [View Full Header](#) | [Print](#) | [Download this as a file](#)

Quoting onwuamacharles <onwuamacharles@yahoo.com>:

> I have been okay. You guys have been offline for a while. how is going
> are guys back in business or you work for a different outfit now...

>
>
>
>
>
>

> ----- Original message -----

> From: i@taracarreon.com

> Date: 14/08/2014 02:33 (GMT+01:00)

> To: onwuamacharles@yahoo.com

> Subject: Re: Unsent PDF

>
>

> And so -- whatever happened to you?

I'm ready for your work. Do you have it?

Mo

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Charles Onwuama

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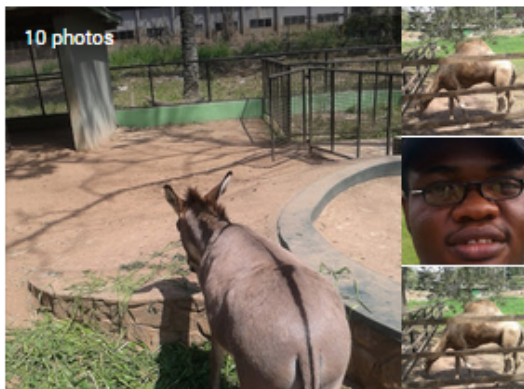
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Charles Onwuama

Shared publicly - Dec 30, 2012

10 photos



+1

1

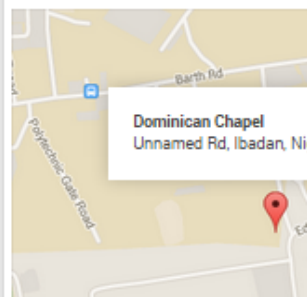
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Charles Onwuama

Shared publicly - Nov 1, 2012

The saints suffered and died for their m
now with him in glory, may we too long
we could share in his glory.



+1

1

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30/12/2012



1 of 5



Charles Onwuama

[Shared publicly](#) · Dec 30, 2012

Photo details

Date taken	12/30/12, 10:58 AM
Dimensions	1536 x 2048
File name	30/12/2012 - 3
File size	812.42K
Camera	GT-S6802
Lens	-
Focal Length	3.43mm
Exposure	1/739
F Number	f/2.7
ISO	50
Camera make	SAMSUNG
Flash	Not used
Exposure Bias	-
Views	-





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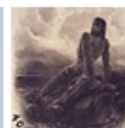


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Sherlock
Holmes



Count of Monte
Cristo



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and steel

Movies



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City

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ABOL VOLUNTEER WORKER INFORMATION SHEET 1

JOB DESCRIPTION, STYLE REQUIREMENTS, AND WORKPLACE TIPS FOR VOLUNTEER LIBRARY ASSISTANTS

1. It's best if you have two screens, so that you can look at the PDF document on one screen, and make corrections in the Word document on the other screen.
2. Scan the paragraph for spelling errors, and fix any that you find.
3. Don't bother italicizing. It takes way too long, and we'll never get any books up if we do that. I used to do it, and it would take me forever to finish a book. If we can do that later on down the line, then of course, we will.
4. All footnotes are marked with brackets, e.g., [1], [2], [1-2] [1-3] as the case may be.
5. Dashes between words are double, e.g., -- .
6. Put paragraph returns between paragraphs.
7. Long quotes marked by change in typestyle in the PDF are block indented. For example:

General von Fritsch saw Hitler on November 9. There is no record of their talk but it may be presumed that the Commander in Chief of the Army repeated his military arguments against Hitler's plans and that he got nowhere. The Fuehrer was in no mood to brook opposition either from the generals or from his Foreign Minister. He refused to receive Neurath and took off for a long rest at his mountain retreat at Berchtesgaden. It was not until the middle of January that the stricken Neurath was able to arrange an appointment with the Leader.

On that occasion I tried to show him [Neurath later testified at Nuremberg] that his policy would lead to a world war, and that I would have no part in it ... I called his attention to the danger of war and to the serious warnings of the generals ... When despite all my arguments he still held to his opinions I told him that he would have to find another Foreign Minister ... [3]

Though Neurath did not then know it, that was precisely what Hitler had decided to do. In a fortnight he would celebrate the fifth anniversary of his coming to power and he intended to mark it by cleaning house not only in the Foreign Office but in the Army, those two citadels of upperclass "reaction" which he secretly distrusted, which he felt had never completely accepted him nor really understood his aims and which, as Blomberg, Fritsch and Neurath had shown on the evening of November 5, stood in the way of realizing his ambitions. The last two gentlemen in particular, and perhaps even the accommodating Blomberg, to whom he owed so much, would have to follow the inimitable Dr. Schacht into retirement.

8. All footnotes marked with symbols (*, †, etc.) should be re-numbered as small Roman numerals (i, ii, iii, iv, v, etc, consecutively) and put at the end of each chapter. For example, in Chapter 9 of Rise and Fall of the Third Reich, this sentence appears:

To a man as vain and ambitious* and as contemptuous of Goering's ignorance of economics as Schacht was, this made his own position untenable and after months of violent controversy between the two strong-minded men Schacht asked the Fuehrer to place the further direction of economic policies solely in his rival's hand and to allow him to resign his post in the cabinet.

Change the * to [i], and put its designated footnote ...

The astute French ambassador, Francois-Poncet, who knew him well, says in his book The Fateful Years (p. 221) that at one time Schacht had hoped to succeed Hindenburg as President, and even Hitler, "should things go ill with the Fuehrer."

at the bottom of the chapter as follows:

Notes:

i. The astute French ambassador, Francois-Poncet, who knew him well, says in his book The Fateful Years (p. 221) that at one time Schacht had hoped to succeed Hindenburg as President, and even Hitler, "should things go ill with the Fuehrer."

The next time you find a * in the same chapter, renumber it [ii], etc.

9. We use regular characters, and not French, or any other language characters. Again, if we can fix that later on down the line, we will. Therefore François-Poncet is just Francois-Poncet. (And later on, Fräulein Gruhn is just Fraulein Gruhn, and protégé, is just protege, etc.). At this point, we're just trying to get the books up.

10. Headings are bolded. For example:

THE FALL OF FIELD MARSHAL VON BLOMBERG

"What influence a woman, even without realizing it, can exert on the history of a country and thereby on the world!" Colonel Alfred Jodi exclaimed in his diary on January 26, 1938. "One has the feeling of living in a fateful hour for the German people." [5]

10. Delete the book and chapter titles at the top of each page, i.e., " 312 THE RISE AND FALL OF THE THIRD REICH," and "The Fall of Blomberg, Fritsch, Neurath and Schacht 313." The paragraphs from one page to another should connect.

11. Keep the paragraphs line order the same. Do not delete spaces at the end of the lines in order to make the paragraph flow as one. For example, do not change this paragraph:

Library Applicant Agreement

- 1. Contracting Parties:** This agreement (the “Agreement”) is between American Buddha, (“Library”) and __Onwuama Ihunanya____ (“Applicant”).
- 2. Purpose and Scope:** Library is an archive of educational and cultural information (“Library Materials”). Library operates on a non-profit basis, and has solicited for the position of Volunteer Library Applicant (“VLA”). Applicant has applied for a non-paying position as a VLA. Library will employ Applicant as a VLA upon his signature of this Agreement.
- 3. Confidential Information:** Applicant agrees and acknowledges that the Library’s manner of operation, including all of its information storage and processing systems, websites, search engine, content publication and delivery systems (the “Operation”) is a confidential nonprofit trade secret. Applicant agrees and acknowledges that the Operation would be compromised in its effectiveness and functionality if it were disclosed at any time. Applicant agrees and acknowledges that Library may disclose, as part of its Operation, copyright-protected materials, trade secrets, new or developing means of operation, all of which may be contained in written materials such as computer hardware and software, disks, documents, files, drawings and product specifications, and may also consist of unwritten knowledge, including ideas, research, processes, practices or know-how (“General Confidential Information”). The Operation and the General Confidential Information are all “Confidential Information” within the meaning of this Agreement.
- 4. Presumptive Risk of Injury From Disclosure:** Applicant acknowledges that Library would presumptively suffer severe injury from the disclosure of Confidential Information, and that Library would not employ him as a VLA but for Applicant’s covenants made herein.

- 5. Applicant's Access to Confidential Information:** In exchange for Applicant's covenants made herein, Library will employ Applicant as VLA.
- 6. Applicant's Permitted Use of Confidential Information:** Applicant agrees to use Confidential Information solely for the purpose of his employment as VLA.
- 7. Applicant's Duties of Confidentiality:** Applicant covenants to maintain absolutely confidential all Confidential Information that Library discloses during the Negotiations, and to exercise active diligence in performing its duties of confidentiality to prevent disclosure. Applicant will not use or disclose Confidential Information to any other person or entity. Applicant will not remove or copy any Confidential Information, or assist anyone in doing so without Library's written permission. Applicant is forbidden from copying or distributing Confidential Information, and shall delete all his local copies of all Confidential Information when this Agreement terminates.
- 8. Library's Right to an Injunction and Attorney's Fees To Remedy A Breach:** Applicant acknowledges and agrees that if Applicant breaches or threatens to breach any of the terms of this Agreement, Library will presumptively sustain irreparable harm and will be entitled to obtain an injunction and temporary restraining order to prevent any breach or threatened breach of this Agreement, and that in the event Library is required to procure such an injunction or temporary restraining order, Library shall be authorized to recover the attorneys fees from Applicant that were incurred in procuring the same.
- 9. Governing Law:** This agreement will be governed by and construed in accordance with the laws of the State of California.
- 10. Venue:** Disputes concerning interpretation and performance of this Agreement will be subject to litigation under California law, in the Superior Court of the Los Angeles, Santa Monica Division, or in the United States District Court for the Central District of California.

- 11. Entire Agreement:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
- 12. Survivability:** Applicant's duties under this Agreement will survive the termination of the Negotiations and the execution of a Final Agreement.
- 13. Successors and Assignees:** This agreement binds and benefits the heirs, successors and assignees of the parties.
- 14. Notices and Process:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, by courier or via email at the postal or email addresses set forth below the signature of each party. Process shall be deemed validly served via email and registered mail or courier with confirmed delivery, and the provisions of the Hague Convention on International Service are waived by both parties, if such would be applicable.
- 15. Counterparts:** The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.
- 16. Modification:** This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.
- 17. Waiver:** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
- 18. Severability:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or

unenforceable, and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SIGNED this 19th day of June, 2013.

Date: June 19, 2013

ASSISTANT: ~~Onwuama Ihunanya~~
By Onwuama Ihunanya
Tel: +2348164772013
Email: onwuamacharles@yahoo.com

Date: June __, 2013

LIBRARY:

By Tara Carreon
Email: i@taracarreon.com

Library Applicant Agreement

- 1. Contracting Parties:** This agreement (the “Agreement”) is between American Buddha, (“Library”) and Onwuama O. Ihunanya, (“Applicant”).
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- 4. Presumptive Risk of Injury From Disclosure:** Applicant acknowledges that Library would presumptively suffer severe injury from the disclosure of Confidential Information, and that Library would not employ him as a VLA but for Applicant’s covenants made herein.

- 5. Applicant's Access to Confidential Information:** In exchange for Applicant's covenants made herein, Library will employ Applicant as VLA.
- 6. Applicant's Permitted Use of Confidential Information:** Applicant agrees to use Confidential Information solely for the purpose of his employment as VLA.
- 7. Applicant's Duties of Confidentiality:** Applicant covenants to maintain absolutely confidential all Confidential Information that Library discloses during the Negotiations, and to exercise active diligence in performing its duties of confidentiality to prevent disclosure. Applicant will not use or disclose Confidential Information to any other person or entity. Applicant will not remove or copy any Confidential Information, or assist anyone in doing so without Library's written permission. Applicant is forbidden from copying or distributing Confidential Information, and shall delete all his local copies of all Confidential Information when this Agreement terminates.
- 8. Library's Right to an Injunction and Attorney's Fees To Remedy A Breach:** Applicant acknowledges and agrees that if Applicant breaches or threatens to breach any of the terms of this Agreement, Library will presumptively sustain irreparable harm and will be entitled to obtain an injunction and temporary restraining order to prevent any breach or threatened breach of this Agreement, and that in the event Library is required to procure such an injunction or temporary restraining order, Library shall be authorized to recover the attorneys fees from Applicant that were incurred in procuring the same.
- 9. Governing Law:** This agreement will be governed by and construed in accordance with the laws of the State of California.
- 10. Venue:** Disputes concerning interpretation and performance of this Agreement will be subject to litigation under California law, in the Superior Court of the Los Angeles, Santa Monica Division, or in the United States District Court for the Central District of California.

- 11. Entire Agreement:** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.
- 12. Survivability:** Applicant's duties under this Agreement will survive the termination of the Negotiations and the execution of a Final Agreement.
- 13. Successors and Assignees:** This agreement binds and benefits the heirs, successors and assignees of the parties.
- 14. Notices and Process:** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered in person, by certified mail, by courier or via email at the postal or email addresses set forth below the signature of each party. Process shall be deemed validly served via email and registered mail or courier with confirmed delivery, and the provisions of the Hague Convention on International Service are waived by both parties, if such would be applicable.
- 15. Counterparts:** The parties may sign several identical counterparts of this agreement. Any fully signed counterpart shall be treated as an original.
- 16. Modification:** This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.
- 17. Waiver:** If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.
- 18. Severability:** If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or

unenforceable, and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

SIGNED this 6th day of June, 2013.

Date: June 06, 2013

ASSISTANT: _____

By Onwuama O. Ihunanya

Tel: +2348164772013

Email: onwuamacharles@yahoo.com

Date: June ___, 2013

LIBRARY:

By Tara Carreon

Email: i@taracarreon.com



Library Applicant Agreement

- 1. Contracting Parties:** This agreement (the “Agreement”) is between American Buddha, (“Library”) and __Onwuama Charles_____ (“Applicant”).
- 2. Purpose and Scope:** Library is an archive of educational and cultural information (“Library Materials”). Library operates on a non-profit basis, and has solicited for the position of Volunteer Library Applicant (“VLA”). Applicant has applied for a non-paying position as a VLA. Library will employ Applicant as a VLA upon his signature of this Agreement.
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SIGNED this 6th day of June, 2013.

Date: June 06, 2013

Date: June __, 2013

ASSISTANT: ~~Chau~~
By Onwuama Charles
Tel: +2348164772013
Email: onwuamacharles@yahoo.com

LIBRARY:
By Tara Carreon
Email: i@taracarreon.com

to the viewer! Even before discovering this bizarre concurrence of interest in "Asses" both in the zoological and literary realms, I was suspicious of OC, perhaps because he claimed to be from Nigeria. Accordingly, I was cautious in my communications with him, and asked OC to sign an agreement, and present identification to establish his identity, in order to be a VLA. He agreed to sign the agreements, but the age and name on his "Nigerian driver's license" did not match up with the name he used. Eventually, after he had signed three agreements under three names, and had received detailed instructions on how to perform VLA work, he ceased all communications with me. A recent email to him received an indifferent response.

Third, one of Penguin's other attorneys engaged in a violation of the rule against initiating contact with represented parties in 2009, when American Buddha was engaged in litigation with Penguin in the Southern District of New York (appealed once and dismissed for lack of personal jurisdiction twice). American Buddha had a list of registered Library Members, who had signed a "click wrap" agreement that specifically stated that they were not signing up in order to gather evidence for use in Court. Among these was Thomas Kjellberg, an attorney who was representing Penguin in the SDNY lawsuit against American Buddha who had surreptitiously signed up to receive emails, thus initiating ex parte contact for purposes of obtaining communications from a represented party. A copy of the email that was sent to Mr. Kjellberg as a result of his sub rosa signup is uploaded herewith.

Fourth, when Mr. Bosworth began questioning me about OC, I asked him if he had hired OC to communicate with me. He refused to answer. I then told him that if he failed to deny it at this time, it was a tacit admission. He remained silent, and to my eye, looked guilty. I then said, "Okay, I'll take that as an admission." Again he remained silent.

Fifth, the only result of my communications with OC was to create a bit of evidence that I was required to produce to Penguin in discovery. Since one of the weak points of Penguin's case has always been the fact that it has no evidence that anyone ever even looks at the chapters of the books available via American Buddha's websites, the answer to the question "qui bono" from OC's suspicious activities is: Penguin.

Sincerely,

Tara Lyn Carreon