

UNITED STATES BANKRUPTCY COURT for the District of Delaware

PROOF OF CLAIM

Name of Debtor:

ANDERSON NEWS, LLC

Case Number:

09-10695 (CCS)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Winn-Dixie Stores, Inc.

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

Winn-Dixie Stores, Inc.

5050 Edgewood Court

Jacksonville, FL 32254

Telephone number:

904 / 783-5000

RECEIVED

JUN 14 2010

BMC GROUP

Court Claim Number:

(If known)

Filed on:

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed:

\$ To be determined/Unliquidated

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Lawsuit

Please see attached.

(See instruction #2 on reverse side.)

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

3. Last four digits of any number by which creditor identifies debtor: 8720

☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$

*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

3a. Debtor may have scheduled account as:

(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ Annual Interest Rate %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ Basis for perfection:

Amount of Secured Claim: \$ Amount Unsecured: \$

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:

06/09/10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Assistant Corporate Secretary

FOR COURT USE ONLY

Anderson News LLC



00216

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing. See 11 U.S.C. §101 (10)

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view the claims register.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Winn-Dixie Stores, Inc. hereby claims reimbursement from Anderson News, LLC for any amounts it pays or expenses it incurs in the annexed action (Deborah Slatzer v. Time, Inc., et al., U.S.D.C. S.D. N.Y. ECF Case No. 10 CV 3281(VM)) or any similar actions on the grounds that any copyrighted books that Winn-Dixie Stores, Inc. sold were provided to Winn-Dixie by Anderson News, LLC.

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

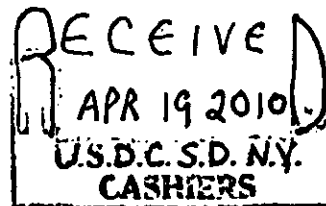
DEBORAH SLATZER,

Plaintiff,

v.

TIME, INC., TIME INC. HOME ENTERTAINMENT,
ANDERSON NEWS CORPORATION, PROLOGIX
THE NEWS GROUP, HUDSON NEWS COMPANY,
SOURCE INTERLINK COMPANIES, INC., d/b/a
Chas. Levy Circulating Company, BARNES &
NOBLE, INC., BORDERS, INC.,
BOOKS-A-MILLION, INC., WAL-MART STORES,
INC., TARGET CORPORATION,
K MART CORPORATION,
THE KROGER CO., SUPERVALU, INC.,
SAFEWAY, INC., PUBLIX SUPER MARKETS, INC.,
AHOLD USA, INC., DELHAIZE AMERICA, INC.,
7-ELEVEN, INC., H.E. BUTT GROCERY CO.,
MEIJER, INC., THE GREAT ATLANTIC &
PACIFIC TEA COMPANY, INC., DOLLAR
GENERAL CORPORATION, GIANT EAGLE, INC.,
WHOLE FOODS MARKET, INC., WINN-DIXIE
STORES, INC., TRADER JOE'S COMPANY, INC.,
and ALDI, INC.,

Defendants.



JUDGE MARRERO

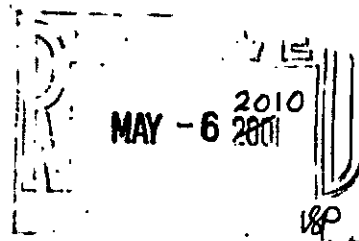
10 CV 3281

ECF CASE

Index No.

COMPLAINT

(Jury Demand)



Plaintiff, Debbie Slatzer ("Slatzer" or the "Plaintiff") brings this action against the Defendants captioned above (the "Defendants"), for damages and other relief, and alleges as follows:

I. Jurisdiction

1. Subject-matter jurisdiction is vested in this Court pursuant to the Copyright Act, specifically 17 U.S.C. §§ 101, et seq. and pursuant to 28 U.S.C. §§ 1338(a) and §1331.

2. Personal jurisdiction of this Court over the Defendants exists in that each of the Defendants regularly conducts or transacts business within the Southern District of New York, and that part of the alleged activities of the Defendants occurred within this District, including purchase of the infringing works.

3. The Court has supplemental jurisdiction over the Plaintiff's claims arising under state law pursuant to 28 U.S.C. § 1367(a).

II. Venue

4. Venue in this District is based on 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to the Plaintiff's claims occurred in this District; and Time, Inc., publisher of the works at issue, has its principal place of business in this District, and upon information and belief sold and delivered the works at issue to each of the other Defendants from this District.

III. Plaintiff

5. Plaintiff, **DEBORAH SLATZER** ("Slatzer" or the "Plaintiff"), resides in Glendale, California 91204, and is the widow and heir of Robert F. Slatzer ("Robert Slatzer", who died, during 2005, at the age of 77. Plaintiff married Robert Slatzer on March 22, 2005.

6. Robert Slatzer, a public relations employee of a Hollywood studio, met and married Marilyn Monroe ("Monroe" or "Marilyn Monroe") and, due to studio pressure, he and Monroe obtained an annulment of the marriage. This was Monroe's first marriage. She and Robert Slatzer remained friends until Monroe's death on August 5, 1962. Robert Slatzer was with Monroe (and shooting pictures of her) while Monroe was shooting the movie "Niagara" (in 1952) and Monroe's last, unfinished movie "Something's Got to Give" (in 1962).

7. Robert Slatzer wrote various books including **THE LIFE AND CURIOUS DEATH OF MARILYN MONROE**, copyright 1974 by Robert F. Slatzer and published by Pinnacle Books, Inc. (the "Curious Death Book") and **THE MARILYN FILES**, copyright 1992 by Robert F. Slatzer and published in 1992 by S.P.I. Books, a division of Shapolsky Publishers, Inc. (the "Marilyn Files Book").

8. The Curious Death Book and the Marilyn Files Book contained various pictures of Monroe used without permission by Time in its two works

“Remembering Marilyn” published during 2009 as to which the Plaintiff is the owner of the copyrights.

IV. Defendants

9. Defendant, **TIME, INC.** (“Time” or the “Publisher”), a New York corporation, has its headquarters and principal place of business at 1271 Avenue of the Americas, New York, New York 10020.

10. Time is the publisher of the Life Magazine “special edition” of REMEMBERING MARILYN (the “Marilyn Magazine”), with the initial publication date of June 1, 2009, coinciding with Monroe’s 83rd birthday, followed by the hard cover edition of REMEMBERING MARILYN (the “Marilyn Book”), with the initial publication date on or about October 13, 2009.

11. Upon information and belief, millions of copies of the Marilyn Magazine and Marilyn Book were published by Time and sold for the most part to the other defendants in this action, who resold them to resellers or to the public.

12. Upon information and belief, sales of the two works continue to this date.

13. Defendant, **TIME INC. HOME ENTERTAINMENT** (“Time Home”) is an unincorporated division of Time or an incorporated subsidiary of Time, directly or indirectly, with its principal place of business at 1271 Avenue of the

Americas, New York, New York 10020. Time and Time Home are hereinafter referred to as the “**Time Defendants**”.

14. Publication and distribution of the Marilyn Magazine and Marilyn Book occurred through Time Home and/or the Time Defendants.

15. Defendant, **ANDERSON NEWS CORPORATION** (“Anderson”) has its principal place of business at 6016 Brookvale Lane, Suite 151, Knoxville, Tennessee 37919.

16. Anderson is or was the nation’s largest wholesaler of magazines and purchased copies of the Marilyn Magazine and the Marilyn Book for resale by Anderson throughout the United States.

17. Defendant, **PROLOGIX THE NEWS GROUP** (“News Group”), a Canadian organization, has its principal place of business for the Eastern Region of the United States at 5169 Southridge Parkway, Atlanta, Georgia 30349.

18. News Group is or was one of the nation’s four largest wholesalers of magazines and purchased copies of the Marilyn Magazine and the Marilyn Book for resale by News Group throughout the United States.

19. Defendant, **HUDSON NEWS COMPANY** (“Hudson”), a New Jersey corporation, incorporated originally under the name Hudson County News Company, has its principal place of business at Attn: Jay G. Marshall, One Meadowlands Plaza – Suite 902, East Rutherford, NJ 07073.

20. Hudson is qualified to do business in New York with the following resident agent for service of process: c/o C T Corporation System, 111 Eighth Avenue, New York NY 10011.

21. Hudson is or was one of the nation's four largest wholesalers of magazines and purchased copies of the Marilyn Magazine and Marilyn Book for resale by Hudson (and its WH Smith stores) throughout the United States. Hudson through its own Hudson stores and its acquired WH Smith PLC bookstores is the fourth largest book retailer in the United States.

22. Defendant, **SOURCE INTERLINK COMPANIES, INC.**, d/b/a Chas. Levy Circulating Co. and/or Chas. Levy Circulating Co. of Chicago (hereinafter, "Source"), a Delaware corporation, has its principal place of business at 27500 Riverview Center Blvd., Bonita Springs, Florida 34134.

23. Source is qualified to do business in New York, with service of process upon the New York Secretary of State to be forwarded to: Source Interlink Companies, Inc., 27500 Riverview Center Blvd., Bonita Springs, Florida 34134.

24. Source is or was one of the nation's four largest wholesalers of magazines and (under the name Chas. Levy Circulating Co.) purchased copies of the Marilyn Magazine and Marilyn Book for resale by Source throughout the United States.

25. Defendant, **BARNES & NOBLE, INC. ("B&N")** is a Delaware corporation with its principal place of business at 122 Fifth Avenue, New York, NY 10011-5602. B&N is qualified to do business in New York.

26. B&N has the following registered agent for service of process in New York: Capitol Services, Inc., 1218 Central Avenue – Suite 1100, Albany, NY 12205.

27. B&N is the nation's largest bookstore chain and purchased copies of the Marilyn Magazine and Marilyn Book for resale by B&N in its bookstores throughout the United States.

28. Defendant, **BORDERS, INC. ("Borders")** is a Colorado corporation with its principal place of business at 100 Phoenix Drive, Ann Arbor, Michigan 48108.

29. Borders is qualified to do business in New York, and has the following registered agent for service of process in New York: C T Corporation System, 111 Eighth Avenue, New York NY 10011.

30. Borders is the nation's second largest bookstore chain and purchased copies of the Marilyn Magazine and Marilyn Book for resale by Borders in its bookstores throughout the United States.

31. Defendant, **BOOKS-A-MILLION, INC. ("BAM")** is a Delaware corporation with its principal place of business at 402 Industrial Lane, Birmingham, Alabama 35211.

32. BAM is the nation's third largest bookstore chain and purchased copies of the Marilyn Magazine and Marilyn Book for resale by Borders in its bookstores located in 19 states of the United States.

33. Defendant, **WAL-MART STORES, INC.** ("Wal-Mart") is a Delaware corporation with its principal place of business at 702 SW 8th Street. Bentonville, Arkansas 72716-8611.

34. Wal-Mart is the largest retailer in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale by it in its retail stores located throughout the United States.

35. Defendant, **TARGET CORPORATION** ("Target") is a Minnesota corporation with its principal place of business at 1000 Nicollet Mall, TPN-0945, Minneapolis, Minnesota 55403.

36. Target is the second largest discount retailer in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail stores located throughout the United States.

37. Defendant, **KMART CORPORATION** ("Kmart") is (upon information and belief) a Delaware corporation with its principal place of business at 3100 W. Big Beaver Road, Troy, Michigan 48084.

38. Kmart is the third largest discount retailer in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its 1,327 stores located in 49 states.

39. Defendant, **THE KROGER CO.** ("Kroger") is an Ohio corporation with its principal place of business at 1014 Vine Street Cincinnati, Ohio 45202-1100.

40. Kroger is one of the 25 largest food retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States.

41. Defendant, **SUPERVALU, INC.** ("SuperValu") is a Delaware corporation with its principal place of business at 11840 Valley View Road, Eden Prairie, Minnesota 55344.

42. SuperValu is one of the 25 largest food retailers, and also a food wholesaler, in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States and through its wholesale distribution system.

43. Defendant, **SAFEWAY, INC.** ("Safeway") is a Delaware corporation with its principal place of business at 5918 Stoneridge Mall Road, Pleasanton, California 94588.

44. Safeway is one of the 25 largest food retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States.

45. Defendant, **PUBLIX SUPER MARKETS, INC.** ("Publix") is a Florida corporation with its principal place of business at 3300 Publix Corporate Parkway, Lakeland, Florida 33811.

46. Publix is one of the 25 largest food retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States.

47. Defendant, **AHOLD USA, INC.** ("Ahold") is a Maryland corporation with its principal place of business in the United States at Ahold USA, Inc., Legal Department, 6300 Sheriff Road, Landover, Maryland 20785-4303.

48. Ahold is qualified to do business in New York, with service of process upon the New York Secretary of State to be forwarded to: Ahold USA, Inc., 8301 Professional Place – Suite 115, Landover, Maryland 20785-2237.

49. Ahold is one of the 25 largest food retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States.

50. Defendant, **DELHAIZE AMERICA, INC.** ("Delhaize") is a corporation with its principal place of business at 2110 Executive Drive, Salisbury, NC 28147-9007.

51. Delhaize is one of the 25 largest food retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located throughout the United States.

52. Defendant, **7-ELEVEN, INC.** ("7-Eleven") is a Texas corporation with its principal place of business at One Arts Plaza 1722 Routh St. - Suite 1000, Dallas, Texas 75201.

53. 7-Eleven is the world's largest convenience retail chain in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its company-owned retail stores located throughout the United States.

54. Defendant, **H.E. BUTT GROCERY CO.** ("HEButt") is (upon information and belief) a Texas corporation with its principal place of business at 646 S. Main Avenue, San Antonio, Texas 78204.

55. HEButt is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores located mainly in Texas and for its retail stores in Mexico.

56. Defendant, **MEIJER, INC.** ("Meijer") is (upon information and belief) a Delaware corporation with its principal place of business at 2929 Walker Ave. NW Grand Rapids, Michigan 49544.

57. Meijer is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail grocery stores and supercenters located throughout the United States.

58. Defendant, **THE GREAT ATLANTIC & PACIFIC TEA COMPANY, INC.** ("A&P") is a Maryland corporation with its principal place of business at 2 Paragon Drive, Montvale, NJ 07645-1718.

59. A&P is qualified to do business in New York and has the following registered agent for service of process: Blumberg Excelsior Corporate Services, Inc., 62 White Street, New York, NY 10013.

60. A&P is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail stores located throughout its grocery stores located in Connecticut, Massachusetts, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, and the District of Columbia.

61. Defendant, **DOLLAR GENERAL CORPORATION** ("Dollar") is an entity owned by investors who acquired the retailer or its assets in 2007, with its principal place of business at 100 Mission Ridge, Goodlettsville, TN 37072.

62. Dollar is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its 8,414 discount retail stores located throughout the United States.

63. Defendant, **GIANT EAGLE, INC.** ("Giant") is (upon information and belief) a Pennsylvania corporation with its principal place of business at 101 Kappa Drive, Pittsburgh, Pennsylvania 15238-2809.

64. Giant is the 49th largest retailer in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its 200 retail stores located in Western Pennsylvania, Central and Northern Ohio, Northern West Virginia and Western Maryland.

65. Defendant, **WHOLE FOODS MARKET, INC.** ("Whole Foods") is a Delaware corporation with its principal place of business at 550 Bowie Street, Austin, Texas 78703-4644.

66. Whole Foods is qualified to do business in New York under the name Whole Foods Market Group, Inc., with the following registered agent: C T Corporation System, 111 Eighth Avenue, New York, New York 10011.

67. Whole Foods is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail stores located throughout the United States.

68. Defendant, **WINN-DIXIE STORES, INC.** ("Winn-Dixie") is a Florida corporation with its principal place of business at 5050 Edgewood Court, Jacksonville, Florida 32254.

69. Winn-Dixie is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its 520 retail stores located in five states in the southeastern United States.

70. Defendant, **TRADER JOE'S COMPANY, INC.** ("Trader Joe's") is (upon information and belief) a California corporation with its principal place of business at 800 S. Shamrock Avenue, Monrovia, California 91016.

71. Trader Joe's is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its retail stores located in the United States.

72. Defendant, **ALDI, INC.** ("Aldi") is (upon information and belief) a Delaware corporation with its principal place of business at 1200 N. Kirk Road, Batavia, Illinois 60510-1443.

73. Aldi is one of the 25 largest retailers in the United States and purchased copies of the Marilyn Magazine and Marilyn Book for resale in its more than 1,000 retail stores in 29 states, from Kansas to the East Coast.

V. Marilyn Monroe Photographs, Copyrights and Ownership

74. During 1952, while on location in Buffalo, New York for the shooting of the film "Niagara", Robert Slatzer shot or directed the shooting of various photographs of himself together with Marilyn Monroe, including the photograph in which he is holding Marilyn Monroe in his arms (the "Photograph", with handwritten note by Marilyn Monroe, **Exhibit A** hereto).

75. Robert Slatzer included the Photograph (with Marilyn Monroe's handwritten note "Bob – Luck and Love – Marilyn") in his Curious Death Book, published in 1974 by Pinnacle Books, Inc.

76. The Curious Death Book, including the Photograph, was copyrighted in Robert Slatzer's name during 1974. A copy of page iv from the Curious Death Book, stating "Copyright (c) 1974 by Robert F. Slatzer" is annexed hereto as **Exhibit B**.

77. The Photograph without Marilyn Monroe's handwritten note was included in Robert Slatzer's Marilyn Files Book, published in 1992 by S.P.I. Books, a division of Shapolsky Publishers, Inc.

78. The Marilyn Files Book, including the Photograph (without handwritten note), with copyrighted in Robert Slatzer's name during 1992.

79. Upon his death, Robert Slatzer bequeathed his copyrights to the Plaintiff by will, which copyrights also became her property as the widow and only legal heir of Robert Slatzer.

80. Plaintiff is the owner of the copyrights referred to in paragraphs 76 and 78 above.

81. At all times prior to his death, Robert Slatzer was a citizen of the United States and during the periods preceding publication of the two books (in 1974 and 1992, respectively) wrote the material and took or produced the photographs contained in his Curious Death Book and in his Marilyn Files Book.

82. The two books contained a large amount of material wholly original with Robert Slatzer and is copyrightable subject matter under the laws of the United States.

83. During the respective periods prior to publication of the two books, Robert Slatzer complied in all respects with the Copyright Act, and all other laws governing copyright, and secured the exclusive rights and privileges in and to the copyrights of said two books, and received from the Register of Copyrights two certificates of registration dated and identified as follows:

(i) Copyright registration number TX0005222590 issued June 7, 2000 to Robert F. Slatzer as to "The life and curious death of Marilyn Monroe / by Robert F.

Slatzer”, for published or unpublished non-dramatic literary works. See **Exhibit C**; and

(ii) Copyright registration number TX0005225350 issued June 7, 2000 to Robert F. Slatzer as to “The Marilyn files / Robert F. Slatzer”, for published or unpublished non-dramatic literary works. See **Exhibit D**.

84. During the period 1974 through approximately 1980 as to the Curious Death Book and 1992 through 1995 as to the Marilyn Files Book, the two books were published by Pinnacle Books, Inc. and S.P.I. Books, a division of Shapolsky Publishers, Inc. under authority or license by Robert Slatzer and all copies of the two books have been printed, bound, and published in strict conformity with the provisions of the Copyright Act and all other laws governing copyright.

85. At all times on and after the Time defendants’ initial publication of Remembering Marilyn Magazine and Remembering Marilyn Book, and during the period that the two works were being created by the Time Defendants, the Plaintiff has been the sole proprietor of all rights, title, and interest in and to the copyright in The Curious Death Book and the Marilyn Files Book.

86. Although the Time defendants state (at page 78 of both works, top left corner) “COURTESY PINNACLE BOOKS”, Pinnacle Books had no right to license the Time defendants to publish the Photograph in either of the two works.

Only the Plaintiff had the right to issue a license to publish the Photograph, which she did not do.

VI. Defendants' Infringing Activities

88. Commencing on or about June 1, 2009 as to Remembering Marilyn Magazine and October 13, 2009 as to Remembering Marilyn Book, the Time Defendants infringed said copyrights by publishing and placing upon the market Remembering Marilyn Magazine and Remembering Marilyn Book, in which said defendants reproduced the Photograph (including the handwritten note by Marilyn Monroe).

88. A copy of the Photograph (with the handwritten note by Marilyn Monroe) is annexed hereto as Exhibit A; and a copy of page 78 of the Time defendants' infringing Remembering Marilyn Magazine and Remembering Marilyn Book is hereto attached as **Exhibit E**, both of which contain a copy of the Photograph (at page 78).

89. Commencing on or about June 1, 2009 as to Remembering Marilyn Magazine and October 13, 2009 as to Remembering Marilyn Book, and continuously since then, the Time Defendants, have been publishing, selling, distributing and otherwise marketing the Remembering Marilyn Magazine and Remembering Marilyn Book, and are thereby engaged in unfair trade practices and unfair competition against Plaintiff to Plaintiff's irreparable damage.

90. Commencing on or about June 1, 2009 as to Remembering Marilyn Magazine and October 13, 2009 as to Remembering Marilyn Book, the other defendants (identified in paragraphs 15-73 above) and continuously since then, have been infringing the copyrights of the Plaintiff and have continued to infringe the copyrights, by selling, distributing and otherwise marketing the Remembering Marilyn Magazine and Remembering Marilyn Book, and are thereby engaged in unfair trade practices and unfair competition against Plaintiff to Plaintiff's irreparable damage.

VI. Damages and Statutory Damages

91. The editorial slant of the two works, which had identical text and photographs in all material respects, was to capitalize upon a controversy created by several minor writers about Monroe in which they attempted to cast doubts on the validity of Robert Slatzer's claim that he had been married to Monroe for a brief period time, which marriage they annulled at the direction of Monroe's motion picture studio.

92. The following passages in the works were written by the editors of the works, Remembering Marilyn, to substantially advance and perpetuate the controversy for maximizing the profits of the Time Defendants as well as the other defendants:

a. Starting at the work's "Introduction" (page 20, bottom left hand corner) and dominating this first page of text in the work:

Let's look at her marriages, which together represent another biographical item that you would think we would have a firm handle on by now. We know there were three: The first was an affair either strictly of convenience or at least somewhat of the heart, depending on whom you believe; the second involved a baseball star; the third was to an esteemed playwright. But some people say there was a fourth, and even the most often cited biographies don't agree on this.

* * *

Our purpose in these pages is not to settle the matter; such an effort would prove futile. We will in our text and captions present the facts as they are known to be true and allude to the controversies as they crop up. We will be as accurate as possible.

b. On page 48, the controversy is spelled out, as follows:

Some biographies claim Monroe was leading such a double life during this period that she even managed a secret marriage, which to this day cannot be proved. In one version of events, a writer named Robert Slatzer competed for her affection with DiMaggio in 1952, and on October 4 he and Monroe, having had drinks at the Foreign Club in Tijuana, Mexico, decided impulsively to wed. They found a lawyer who performed the ceremony, but once back in California, Monroe had

a change of heart, perhaps with some urging from Twentieth Century-Fox head Darryl F. Zanuck, and wanted out. She and Slatzer went back to Mexico and paid off the lawyer to erase all evidence of the marriage. And what was that: a three-day union. Is the story true? Slatzer, who wrote two books about Monroe and died in 2005, always said it was. There's room enough for doubt, though, and the biographers are divided.

So behind the scenes such events may or may not have taken place, while before the flashbulbs, in the summer of 1953, the actress pressed her hand and high heels into wet cement outside Grauman's Chinese Theatre, no longer little Norma Jeane measuring herself against the imprints of others but Marilyn Monroe, living out the dream.

c. On page 78, as an extended caption under the Photograph (Exhibit A) showing Monroe posing for the photograph in the arms of Robert Slatzer, the editors stated:

Was Monroe very briefly married to writer Bob Slatzer, seen with her at top during the filming of Niagara, in 1952? It is one of the lingering mysteries of her minutely scrutinized life. But she was definitely wed to baseball legend Joe DiMaggio on January 14, 1954, in the City by the Bay -- and there's paper to prove it (above). * * *

93. The Photograph and text about Monroe and her relationship with Robert Slatzer was a substantial part of the works (Remembering Marilyn) and entitled the Plaintiff to approximately 15% of the profits obtained by the Time Defendants and other defendants from marketing, distribution and sale of the two works.

94. The cover price of The Marilyn Book is \$17.95 and the cover price of The Marilyn Magazine is \$11.99 (which also had the following directions to

retailers: "DISPLAY UNTIL 10/23/09", a period of about 5 months from the date of publication).

95. Under 17 U.S.C.A. § 504(c)(2), Plaintiff is entitled to an election of statutory damages in the amount up to but not exceeding \$150,000 as to each of the two copyrights being infringed as to each willful infringer, to be decided by the trier of fact.

96. The Time Defendants knew or should have known that they did not obtain any lawful permission from Pinnacle Books or any other person to publish the Photograph, and admitted knowing about Robert Slatzer's two books in which the Photograph was published (The Curious Death Book, with Monroe's handwritten note; and The Marilyn Files, without the Monroe note). Robert Slatzer's two copyrights were on file with the Copyright Office years prior to publication of the two infringing works.

97. The Time Defendants, upon information and belief, are liable to the Plaintiff for willful infringement of the two copyrights or, alternatively, if the Time Defendants do not suspend distribution and recall all copies of the two works from the defendant retailers and wholesalers within 20 days after service of the summons and complaint herein, the Plaintiff will use such failure as evidence of willful infringement by the Time Defendants starting at the end of such 20-day period.

98. Under 17 U.S.C.A. § 504(c)(1,2), Plaintiff is entitled to make an election of statutory damages as to non-willful infringers ("Innocent Infringers") in an amount no less than \$200 or \$750, or as much as \$30,000, as to each Innocent Infringer, or as to a group of Innocent Infringers.

99. Each of the defendants other than the Time Defendants is an Innocent Infringer, except to the extent it fails to stop selling the works within 20 days after service of the Summons and Complaint herein.

PRAYER

WHEREFORE, Plaintiff demands:

1. That each of the defendants, their respective agents, and servants be enjoined during the pendency of this action and permanently from infringing said copyrights of the Plaintiff in any manner, and from publishing, selling, distributing, marketing or otherwise disposing of any copies of the works entitled Remembering Marilyn (in both the magazine and book editions).

2. That each of the defendants be required to pay to the Plaintiff such damages as the Plaintiff has sustained in consequence of the defendant's infringement of said copyrights and said unfair trade practices and unfair competition and to account for:

(a) all gains, profits and advantages derived by the defendant by said trade practices and unfair competition; and

(b) all gains, profits, and advantages derived by the defendant by its infringement of Plaintiff's copyrights or such damages as to the Court shall appear proper within the provisions of the copyright statutes, but not less than the applicable statutory damages, if the Plaintiff elects to receive statutory damages as to any defendant.

(c) statutory damages in the amount of \$150,000 per copyright as to the Time Defendants for willful infringement and as to each of the other defendants to the extent they become willful infringers through failure to stop selling or reselling the infringing works within 20 days after service of the summons and complaint on the defendant.

3. That each defendant be required to deliver up to be impounded during the pendency of this action all copies of said book or magazine entitled "Remembering Marilyn" in its possession or under its control and to deliver up for destruction all infringing copies and all plates, molds, and other matter for making such infringing copies.

4. That each defendant pay to the Plaintiff the costs of this action and reasonable attorney's fees to be allowed to the Plaintiff by the Court.

5. That Plaintiff have such other and further relief as is just.

JURY DEMAND

The Plaintiff hereby demands a jury trial of all issues triable of right by a jury.

**Dated: New York, New York
April 19, 2010**

Respectfully submitted,



**Carl E. Person (CP 7637)
Attorney for the Plaintiff,
Deborah Slatzer
325 W. 45th Street - Suite 201
New York, New York 10036-3803
Tel: (212) 307-4444
Fax: (212) 307-0247
email: carlpers2@gmail.com**

Exhibit A



64. MM and Robert Slatzer during the filming of *Niagara* (1952). 65. Author Slatzer and Mrs. Eunice Murray in October of 1973 during one of the rare interviews granted by Mrs. Murray . . . eleven years after Marilyn's death.



cultures that supplied America with its crop of Hollywood news, were deliberately sadistic and vicious attempts to force her to submit.

Fox filed a \$500,000 lawsuit against Marilyn. The studio had begun to crack down on not only its stars, but its producers and directors.

Walter Wanger, producer of *Cleopatra*, was taken off salary, though he volunteered to stay on at a lesser sum. Director Joseph Mankiewicz was told that he would be off salary in three weeks, whether *Cleopatra* was finished or not. *Cleopatra*, with costs exceeding \$30 million, would have to gross at least \$50 million to break even at the box office—a nearly impossible feat.

The blame could actually be placed on the studios, for at that time all the major stars were beginning to free-lance. The studios had either stopped trying to develop new talent or had failed to do so, and this made the established stars more in demand and therefore more powerful.

Though Marilyn was not without blame, there were numerous other factors—not all of them Marilyn's fault—that doomed *Something's Got to Give* to failure from the very beginning.

Confusion was rampant. Director Frank Tashlin was originally chosen. However, Marilyn had directorial approval in her contract, and Tashlin's name was not on the list of acceptable directors that Marilyn had submitted to the studio. He was let go, and George Cukor was hired to replace him. David Brown was set to produce the film but was replaced by Henry T. Weinstein.

However, the principal source of confusion was the script. Fox obtained the rights, then had it rewritten a number of times. Arnold Shulman wrote the original. Then Nunnally Johnson rewrote it. Johnson was living in Mexico at the time to avoid paying taxes and the geographical distance certainly couldn't have helped communications. Marilyn liked Johnson's rewrite better than any of the scripts that were to follow, for Johnson was one of her favorite people and she had leaned very heavily on him at various times in her career. But Johnson's version was rejected, and Walter Bernstein

Exhibit B

The complete
\$2.95 bestseller
with 100 pages of
photographs and
documents



On the basis of the hard evidence Robert Stalza has collected
I think it would be impossible to prove Marilyn Monroe
took her own life. That she was killed. —Norman Mailer

The Life and Curious Death of MARILYN MONROE

by Robert F. Stalza

Special thanks and acknowledgments to Gene Casaterra of UPI's Compix division and Steve Phillips of AP's Wide World Photos. The following credits and caption numbers serve to identify the photographs in the picture section: UPI/Compix, 4, 7, 31, 34, 37, 44, 45, 48, 54, 57, 58, 59, 60, 61, 62, 63; courtesy of Wide World Photos, Inc., 6, 8, 9, 10, 24, 26, 29, 32, 33, 42, 43, 47, 49, 50, 51; courtesy of Twentieth Century-Fox Film Corporation, 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 36, 38, 39, 40, 41; courtesy of Globe Photos, Inc., 25, 27, 28, 35, 46, 52; from the collection of Robert F. Slatzer, 1, 2, 64, back cover; courtesy of Cahle Le Noir, 3; courtesy of Columbia Pictures, 30; courtesy of Eric Skipsy of Hollywood, 53; courtesy of Allan "Whitey" Snyder, 55; courtesy of Walter Zachrich, 56; courtesy of Wilson S. Hong, 65.

To Marilyn ...
I've told it,
not the way they think it was,
or the way they heard it was,
or the way they wish it was,
but the way it really was ...
the only way you'd want it told.

THE LIFE & CURIOUS DEATH OF MARILYN MONROE

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A Pinnacle Books edition, formerly published by Pinnacle House.

ISBN: 0-525-40-090-4

First printing, March 1975

Second printing, August 1977

Third printing, September 1979

Cover illustration by Lou Marchetti

Printed in the United States of America

PINNACLE BOOKS, INC.

2029 Century Park East

Los Angeles, California 90067

Exhibit C

Copyright

United States Copyright Office

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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = slatzer, robert f.

Search Results: Displaying 7 of 10 entries

**Labeled View***The life and curious death of Marilyn Monroe / by Robert F. Slatzer.***Type of Work:** Text**Registration Number / Date:** TX0005222590 / 2000-06-07**Title:** The life and curious death of Marilyn Monroe / by Robert F. Slatzer.**Imprint:** New York : Pinnacle Books, c1974.**Description:** 348 p.**Notes:** Alternative deposit consists of cover, t.p., verso, 1st & last pages of text.**Copyright Claimant:** Robert F. Slatzer, 1927-**Date of Creation:** 1974**Date of Publication:** 15May74**Copyright Note:** C.O. correspondence.**Names:** Slatzer, Robert F., 1927-

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Exhibit D

Copyright

United States Copyright Office

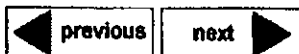
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Public Catalog

Copyright Catalog (1978 to present)

Search Request: Left Anchored Name = slatzer, robert f.

Search Results: Displaying 8 of 10 entries

[Labeled View](#)*The Marilyn files / Robert F. Slatzer.*

Type of Work: Text

Registration Number / Date: TX0005225350 / 2000-06-07

Title: The Marilyn files / Robert F. Slatzer.

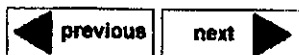
Imprint: New York : SPI Books, c1992.

Description: 314 p.

Copyright Claimant: Robert F. Slatzer, 1927-

Date of Creation: 1992

Date of Publication: 1992-07-10

Names: Slatzer, Robert F., 1927-

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Exhibit E

A grainy, black and white close-up portrait of Marilyn Monroe. She is looking slightly to the right with a soft expression. Her hand is raised to her face, with fingers gently touching her cheek and chin. Her hair is styled in her signature blonde waves.

LIFE

Remembering

Marilyn

INTRODUCTION

Marilyn and Myth

The term *screen legend* has been applied to Marilyn Monroe perhaps more often than to any other star in the vast Hollywood firmament. That is proper, for *legend* implies a story not only larger than life but also in some ways unbelievable.

Chapters in her biography are certainly that. Even after the life story of Marilyn Monroe has been retold a thousand times, we are not absolutely sure which parts are precisely true and which are not, what really happened and what did not, what is fact and what is hyperbole or even fiction. Monroe willingly contributed to the legend herself; just as one example, she certainly pumped up the woebegone-orphan aspect of her childhood. And studio publicists were only too happy to heap on enough additional baloney to satisfy the hungriest lunchtime patrons at Schwab's. Some episodes that have clung stubbornly to the Marilyn Monroe narrative like so many barnacles are about as real as the color of her platinum blonde hair.

To look at the end of the tale here at the beginning, let's consider her death: At age 36 in 1962, Marilyn Monroe died in what the coroner ruled was a "probable" suicide. Many of her fans insist it was an accidental drug overdose, while many others hold that it was murder, and a subset is sure the Kennedys were involved. They say there are tape recordings, made by the FBI or a private detective hired by someone else, that prove this.

Let's look at her marriages, which together represent another biographical item that you would think we would have a firm handle on by now. We know there were three: The first was an affair either strictly of convenience or at least somewhat of the heart, depending on whom you

believe; the second involved a baseball star; the third was to an esteemed playwright. But some people say there was a fourth, and even the most often cited biographies don't agree on this.

Some film fans think that biographer Anthony Summers came closest to the true Marilyn. Some side with Donald Spoto, some with Barbara Leaming, some with Fred Lawrence Guiles. Some say that Norman Mailer captured her best in his impressionistic rendering.

Our purpose in these pages is not to settle the matter; such an effort would prove futile. We will in our text and captions present the facts as they are known to be true and allude to the controversies as they crop up. We will be as accurate as possible.

More important, in keeping with LIFE's tradition and mission, we will present a beguiling and intimate photographic biography of this singular, beautiful, spirited, unfailingly generous and endlessly compelling movie star. We are, in one way, in a fortunate position: Although people sometimes lie, pictures don't. In these pages, Norma Jeane Mortensen Baker (Marilyn) Monroe, as she lived her life day to day from infancy until death, is reborn. As you gaze at these pictures and look into Marilyn's eyes, you are seeing her—the happiness, the sadness, the joy, the sorrow. You are reliving a life and spending time with the very real woman beyond the myth.

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Marilyn

\$1 million price tag. "You're a legend and it's going to cost you enough."

Said Jack Cole, a dance instructor who worked with Monroe: "She is always looking for more time—a hem out of line, a missed bar, a scene to discuss, anything to stall facing the spectator, the terrible thing of doing something for which she feels inadequate."

"She wants to do it like it's never been done before."

She once said: "I used to get the feeling, and sometimes I still get it, that sometimes I was lacking somebody. I don't know who or what—maybe myself."

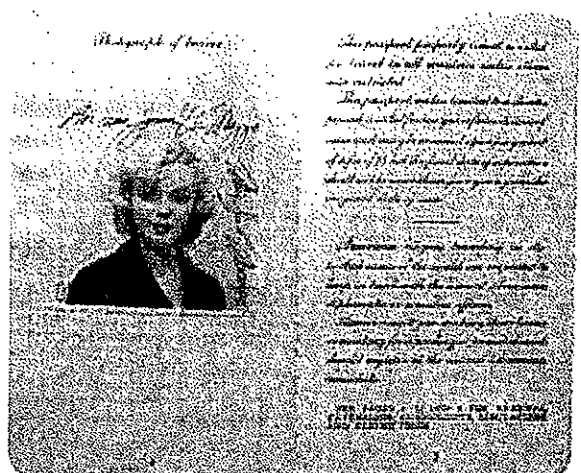
In a variation on that theme, she told *The New York Times* in July 1953, the month *Gentlemen Prefer Blondes* hit the theaters: "I feel as though it's all happening to someone right next to me. I'm close—I can feel it, I can hear it—but it isn't really me."

Who was she really, as she became this super-star? Apparently she didn't know, and certainly the public didn't. To her fans, she was the golden one, the beautiful girlfriend of John-Joe DiMaggio, the screen goddess who somehow, with her wit and charm, was approachable. Who was *real*?

Some biographies claim Monroe was leading such a double life during that period that she even managed a secret marriage, which to this day cannot be proved. In one version of events, a writer named Robert Glatzer competed for her affection with DiMaggio in 1952, and on October 4 he and Monroe, having had drinks at the Foreign Club in Tijuana, Mexico, decided impulsively to wed. They found a lawyer who performed the ceremony, but

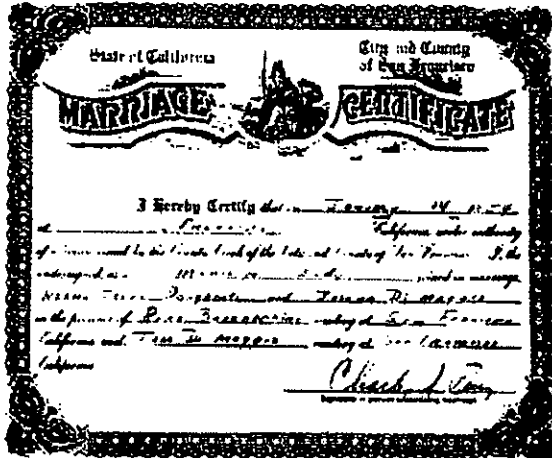
once back in California, Monroe had a change of heart, perhaps with some urging from Twentieth Century-Fox head Darryl F. Zanuck, and wanted out. She and Stalzer went back to Mexico and paid off the lawyer to erase all evidence of the marriage. And that was that, a three-day union. Is the story true? Stalzer, who wrote two books about Monroe and died in 2005, always said it was. There's room enough for doubt, though, and the biographers are divided.

So behind the scenes such events may or may not have taken place, write before the flashbulbs, in the summer of 1953, the actress



Norma Jeane Baker could only dream of such things as international travel, but Norma Jeane DiMaggio (note signature!) needs a passport—not least because she is soon to honeymoon in Japan.

pressed her hands and high heels into wet cement outside Grauman's Chinese Theatre, no longer little Norma Jeane measuring herself against the imprints of others but Marilyn Monroe, living out the dream.



Was Monroe very briefly married to writer Bob Slatzer, seen with her at top during the filming of *Niagara*, in 1952? It is one of the lingering mysteries of her minutely scrutinized life. But she was definitely wed to baseball legend Joe DiMaggio on January 14, 1954, in the City by the Bay—and there's paper to prove it (above). At right, Monroe and Joltin' Joe hold hands as they depart City Hall after the wedding ceremony. She is clearly elated, while he seems already upset by the fuss. Though their official union would be brief, he would remain a part of her life—and would in fact make a late return as a key player—until her death.





M. Sandlin Grimm
Attorney/Assistant Corporate Secretary*

June 10, 2010

Sent U.S. Postal Service Express Mail Overnight

BMC Group, Inc.
Attn: Anderson News Claims Processing
P.O. Box 3020
18750 Lake Drive East
Chanhassen, MN 55317-3020

In Re: Anderson News, LLC
U.S. Bankruptcy Court for the District of Delaware
Case No. 09-10695 (CSS), Chapter 11
Winn-Dixie Stores, Inc.'s Proofs of Claim

Dear Sirs:

On behalf of Winn-Dixie Stores, Inc., we are forwarding for filing and consideration Winn-Dixie's two Proofs of Claim along with supporting documentation.

We also enclose an additional copy of each Proof of Claim. Please stamp copy "Filed" for each Proof of Claim and return them to us in the enclosed envelope.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Sandlin Grimm".

M. Sandlin Grimm

MSG:vsp

enclosures