



September 15, 2009

VIA EMAIL AND US MAIL

The Honorable Charles A. Porter
300 S. 6th Street
Minneapolis, MN 55487

Re: Brown v. JACC (27-CV-09-2277)

Dear Judge Porter:

Plaintiffs are confused about process. **First**, it is Plaintiff counsel's recollection that in chambers, the parties agreed that they *would not* oppose a second amended complaint (SAC) and that no motion was necessary. Now Mr. Schooler has filed a full-fledged motion contesting the amendment. (I use his name only because there are multiple parties).

Second, Mr. Schooler's motion: i) reads like a summary judgment motion – which the parties agreed would be brought *on the SAC*, in November; and ii) makes erroneous statements of facts already proven in the injunction hearing, and argues from there. For example, the written employment contract at issue requires facts supporting misconduct be specified (not verbatim). The letter terminating Moore did not do that. Now, defendants argue that Plaintiffs cannot even add a breach of contract claim, based on the misleading notion that JACC fulfilled the requirements of the contract. This is not the time or method for this argument. Further, the statement is false as proven by the text of the documents, and Mr. School is requested at this time to correct his erroneous filing.

Third, my recollection is that Mr. Schooler indicated in chambers that at the time Plaintiffs proposed the SAC, the insurance company would determine who best to represent JACC. Defendants even obtained more time to "object." Plaintiffs believe that after conflicting statements in the Record about who represents JACC, that they are entitled to a straight answer to that question.

Respectfully submitted,

s/jillclark
Jill Clark

C: Clients, David Schooler, James Moore, original to Civil Filing

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