

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

KENNETH ROBERTS and NICHOLAS VALNER,
individually and on behalf of the Estate of
George Harrison, deceased,

Plaintiffs,

-against-

GILBERT LEDERMAN, individually and as guardian
on behalf of his minor children Ariel Lederman, Daughter
Lederman 1 and Daughter Lederman 2 and STATEN
ISLAND UNIVERSITY HOSPITAL,

Defendants.

Civil Action No.

CV 040033 (NGG)

COMPLAINT

JURY TRIAL
DEMANDED

Plaintiffs Kenneth Roberts and Nicholas Valner individually and on behalf of the Estate of George Harrison, by their attorneys, Sonnenschein, Nath & Rosenthal LLP, do and for his complaint in this action, alleges as follows:

PRELIMINARY STATEMENT

1. George Harrison was a renowned musician, songwriter and recording artist whose career spanned four decades. Prior to the time of his death in November 2001 after a prolonged battle with cancer, Mr. Harrison had achieved great critical acclaim and worldwide popularity both as a member of The Beatles and as a solo artist. Kenneth Roberts and Nicholas Valner, the Executors of the Estate of George Harrison, bring this suit on behalf of the Estate.

2. As is set forth more fully below, during the last weeks of his life, Mr. Harrison sought medical care from the defendants Dr. Gilbert Lederman ("Dr. Lederman") and Staten Island University Hospital ("SIUH"), who abused their positions with respect to

Mr. Harrison by deliberately disclosing confidential and private information about Mr. Harrison obtained as a result of his treatment and did so despite repeated warnings that Mr. Harrison's confidentiality and privacy were to be protected.

3. Despite specific promises to keep all aspects of contact with Mr. Harrison strictly confidential, Mr. Harrison's presence at SIUH was almost immediately leaked to the press, followed by Dr. Lederman's repeated interviews on national television and in national publications discussing Mr. Harrison's condition and treatment and other confidences, both before and after Mr. Harrison's death. These unauthorized disclosures were cynically used as a means of promoting Dr. Lederman and SIUH. These gross breaches of confidence resulted in a "circus atmosphere" for Mr. Harrison and his family in his last days at SIUH and caused him great anxiety, additional discomfort and suffering at a time when he was most vulnerable.

4. Perhaps most egregious, Dr. Lederman preyed upon Mr. Harrison while he was in a greatly deteriorated mental and physical condition by coercing Mr. Harrison to sign a guitar and other autographs as Mr. Harrison was being prepared to leave Dr. Lederman's and SIUH's care. Dr. Lederman thereby abused his position as a physician to create a unique collector's items of enormous value. About two weeks later, after Mr. Harrison's death, Dr. Lederman gave a story about the guitar to the *National Enquirer*, which featured a photograph of the doctor's son - Ariel Lederman - holding the valuable trophy.

5. Significantly, in December 2003, after a year-long inquiry into Dr. Lederman's conduct, Dr. Lederman was censured, reprimanded and fined by the New York State Department of Health for Office of Professional Medical Conduct for divulging Mr. Harrison's confidential medical information.

6. As a result of Defendants' wrongful conduct, Plaintiffs seek: damages for the disclosure of Mr. Harrison's confidential information in violation of the statutory and common law duties Dr. Lederman and SIUH owed to Mr. Harrison; damages for breach of their oral contract to maintain Mr. Harrison's confidentiality; damages for the unjust enrichment of both Dr. Lederman and SIUH as a result of the publicity generated by disclosure that Mr. Harrison was being treated by Dr. Lederman at SIUH; damages for the emotional distress that resulted from Dr. Lederman and SIUH's grossly improper behavior and surrender of the guitar and the cards signed by Mr. Harrison as a result of Dr. Lederman's coercive behavior.

PARTIES

7. Plaintiffs Kenneth Roberts and Nicholas Valner are subjects of the United Kingdom. They are the Executors of the Estate of George Harrison, who, at the time of his death in November 2001, was a subject of the United Kingdom.

8. Defendant Gilbert Lederman, on information and belief, is a citizen of the State of New York residing at [REDACTED], Staten Island, NY 10304. He is the parent of minor children Ariel Lederman ("Ariel"), Daughter Lederman 1 ("Daughter 1") and Daughter Lederman 2 ("Daughter 2"). The given names of Daughter 1 and Daughter 2 are unknown to Plaintiffs at this time. On further information and belief, Ariel, Daughter 1 and Daughter 2 are citizens of the State of New York residing at [REDACTED], Staten Island, NY 10304.

9. Defendant Staten Island University Hospital, on information and belief, is a not-for-profit corporation incorporated under the laws of the State of New York having its principal place of business at 475 Scaview Avenue, Staten Island, NY 10305.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332 because there is diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00.

11. Venue is appropriate in this District as all of the Defendants reside in this District and the majority of events giving rise to the claims asserted herein occurred in this District.

FACTUAL BACKGROUND

12. Prior to his engagement as Mr. Harrison's doctor in October, 2001, Defendants had engaged in extensive advertising to promote treatments that Dr. Lederman, a radiation oncologist, conducted at SIUH. In the press and other media, including radio commercials featuring Dr. Lederman, these advertisements promoted a technique Dr. Lederman calls "stereotactic radiosurgery" that Dr. Lederman and SIUH claim is effective in the treatment of cancer.

13. In October of 2001, Dr. Lederman, flew to Switzerland to consult with Mr. Harrison. Mr. Harrison had had cancer for several years, and at the time of Dr. Lederman's visit the disease had advanced to such a stage that conventional treatments were of doubtful benefit.

14. Dr. Lederman promoted his techniques to Mr. Harrison and his wife, Olivia (collectively, the "Harrisons"), who were convinced that Dr. Lederman provided a viable chance for a substantial improvement in Mr. Harrison's condition.

15. Shortly after Dr. Lederman arrived in Switzerland to meet Mr. Harrison and discuss various issues related to treatment, Mr. Harrison, Ms. Harrison and Dr. Lederman

flew to New York on a jet the Harrisons had chartered so that Mr. Harrison could begin treatment with Dr. Lederman at SIUH.

Dr. Lederman and SIUH are Made Aware of Mr. Harrison's Concerns About Privacy

16. Over the course of Dr. Lederman's visit in Switzerland, and during the flight from Switzerland to New York, the Harrisons and Dr. Lederman discussed issues related to Mr. Harrison's condition, future, privacy needs, and medical care. Specifically and repeatedly, the Harrisons told Dr. Lederman that because he was an extremely well known celebrity, Mr. Harrison's confidentiality and privacy had to be protected with the utmost respect. Dr. Lederman agreed that he would act with great discretion and would not reveal any information about Mr. Harrison he obtained while treating him.

17. Mr. Harrison began to receive treatment with Dr. Lederman at SIUH on or about October 21, 2001.

18. During the course of Dr. Lederman's diagnostic work in New York, he and Mr. Harrison again discussed issues related to treatment, cancer, and Mr. Harrison's perspectives on life and death as they related to Dr. Lederman's care. All of these discussions were in the context of medical care, and, as a result, Mr. Harrison, had every expectation of total confidentiality.

19. In addition to reiterating the clear obligations about confidentiality that were imposed on Dr. Lederman by the rules of the doctor-patient relationship, Mr. Harrison and others acting on his behalf made Dr. Lederman well aware of Mr. Harrison's especially keen interest in security and privacy as a world renown celebrity, and in the confidentiality of information as personal as habits, spiritual beliefs, philosophical issues as they related to health and sickness, life and death and other matters.

20. Moreover, Dr. Lederman was aware that all nurses and subordinate hospital staff were asked to sign confidentially commitments and that the Harrisons had retained private security personnel who protected Mr. Harrison both while he was at SIUH and at the nearby private home where he stayed.

21. Likewise, SIUH was made aware of Mr. Harrison's particular concerns about privacy and confidentiality through meetings between the hospital's Director of Security and the private security personnel retained by the Harrisons.

22. With regard to press inquiries, Dr. Lederman and SIUH were specifically instructed that there was to be no release of information about Mr. Harrison and, in fact, that they were not even to confirm that Mr. Harrison was receiving treatment or was a patient. These requirements were specifically and repeatedly reiterated to both Dr. Lederman and SIUH by Mr. Harrison and the private security personnel he retained.

23. Notwithstanding the confidentiality obligations, during Mr. Harrison's stay at SIUH, he was visited by doctors and medical personnel who had nothing to do with his treatment because they had become aware of Mr. Harrison's presence at the hospital and were curious to see or meet him.

Dr. Lederman Goes to the Press

24. Notwithstanding these repeated warnings, press reports almost immediately began to appear reporting that Harrison was at the hospital under Dr. Lederman's care.

25. Moreover, Dr. Lederman contacted Gavin de Becker ("Mr. de Becker") - a highly respected expert on personal security - whose company provided security consultation and services to the Harrisons, about the possibility of a press conference which would (ostensibly) be about SIUH's cancer center not Mr. Harrison. Based on common

sense and the growing number of reports that Mr. Harrison was being treated by Dr. Lederman at SIUH, however, it was clear to the Harrisons and Mr. de Becker that the draw for members of the media would be Mr. Harrison and not the cancer center.

26. Mr. de Becker specifically informed Dr. Lederman that he was not to hold a press conference as it would be detrimental to his patient, Mr. Harrison. At this time, Mr. de Becker, acting for Mr. Harrison, again reiterated Mr. Harrison's expectations of complete privacy and confidentiality. However, Dr. Lederman continued to act as though having George Harrison as his patient was a great testimonial for his already extensively advertised services.

27. After about two weeks at SIUH, Mr. Harrison moved to a private residence near the hospital. Dr. Lederman, in his capacity as doctor, visited this residence several times. During one of these visits that took place on or about November 11, 2001, Ms. Harrison and Mr. de Becker met with Dr. Lederman to reiterate -- on behalf of Mr. Harrison -- that there should be no further publicity whatsoever in light of both the doctor-patient relationship and Mr. Harrison's repeatedly expressed requirement of privacy and confidentiality. Dr. Lederman's shocking response was that he wanted to be sure that people learned about the treatment he provided at SIUH and named some public figures who had chosen to speak about the treatment they had received from Dr. Lederman. Notwithstanding, Dr. Lederman's initial response, he did eventually agree that he would cease his publicity efforts.

28. Significantly, at no time during this meeting did Dr. Lederman advise either Ms. Harrison or Mr. de Becker that he would be appearing the following morning -- November 12, 2001 -- on CBS's nationally televised network program *The Early Show*, hosted by Bryant Gumbel.

29. Dr. Lederman's interview with Bryant Gumbel focused on Mr. Harrison and would never have occurred absent Dr. Lederman's association with Mr. Harrison. In the interview, Dr. Lederman did not deny being Mr. Harrison's physician, even though he had previously specifically agreed with Mr. Harrison and his security personnel to reply to such a question with by saying that he had no patient by that name.

30. During this interview with Bryant Gumbel, Dr. Lederman answered a question in a way that established that Dr. Lederman was well aware that both he and SIUH were under an obligation to protect Mr. Harrison's confidentiality and privacy:

BRYANT GUMBEL, co-host: George Harrison, who was diagnosed with lung cancer and a brain tumor earlier this year, reportedly has been receiving cancer treatments at Staten Island University Hospital. The hospital's director of radiation oncology is Dr. Gil Lederman. Dr. Lederman, good morning.

DR. GILBERT LEDERMAN (Director of Radiation Oncology, Staten Island University Hospital): Good morning.

GUMBEL: Can you confirm for us that you've been treating the former Beatle, George Harrison, as has been reported?

LEDERMAN: We don't speak about our patients or anyone else without their permission.

GUMBEL: Is - that's hospital policy or Mr. Harrison's wishes?

LEDERMAN: Well, it's the moral thing to do. We wouldn't want to talk about you, your friends, and we don't talk about our patients without their permission.

31. Not only did Dr. Lederman not have Mr. Harrison's permission to appear on this program or to speak about him, Dr. Lederman had the opposite: a series of warnings, prohibitions, and direct notices about confidentiality and an express requirement that the fact that Mr. Harrison was receiving treatment be denied. Yet, by doing this interview Dr. Lederman created a testimonial to his services from an unwilling patient who had relied on, and expected, complete confidentiality and privacy.

32. Immediately after learning of this interview, Mr. de Becker asked Joseph Conti ("Mr. Conti"), a senior administrator of SIUH to convene a formal meeting with between Dr. Lederman and Dr. Schiff (another doctor treating Mr. Harrison).

33. This meeting, which was attended by Dr. Lederman, Dr. Schiff, Mr. Conti and Mr. de Becker, was held on or about November 13, 2001. During this meeting Dr. Lederman was again reminded of his obligation to maintain Mr. Harrison's confidentiality and privacy and to deny that Mr. Harrison was his patient.

34. Dr. Lederman's response was that he could not be expected to refrain from publicity just because Mr. Harrison was his patient. However, Mr. de Becker reminded him that he was only being invited to participate in such publicity because he was "George Harrison's doctor" and that was the only reason he was generating interest in himself or his cancer center.

35. Furthermore, during this meeting, Mr. de Becker reminded Dr. Lederman that he was under a continuing obligation to maintain Mr. Harrison's confidentiality and privacy even if Mr. Harrison decided to discontinue his treatment with Dr. Lederman.

36. Dr. Schiff, who was also participating in Mr. Harrison's treatment, said he would not participate in any interviews. Likewise, Mr. Conti agreed to cease all interviews about any topic while Mr. Harrison was still in Staten Island.

37. However, promptly after this meeting, the floodgates of publicity opened: paparazzi photographers descended on the hospital with offers of \$250,000 for a photo of Mr. Harrison, reporters and photographers began following Ms. Harrison, their son Dhani and other family members, several reporters and photographers camped out on the street in front of a small hotel where some family members were staying and reporters went to Dr. Lederman's home.

38. As a result of Dr. Lederman's breaches of confidentiality and the publicity they generated, it became necessary for Mr. Harrison to substantially increase costly security measures.

Dr. Lederman Brings His Family

39. Despite Dr. Lederman's previous repeated violations of the doctor-patient privilege and his express promises to Mr. Harrison, the most offensive, insensitive, bizarre, and inappropriate behavior by Dr. Lederman occurred in mid-November, 2001 – just two weeks before Mr. Harrison's death – when Dr. Lederman arrived without invitation with his son, Ariel, and daughters, Daughter 1 and Daughter 2, at the house where Mr. Harrison was staying while on Staten Island. During this visit Dr. Lederman took the children into the room where Mr. Harrison was bedridden and in great discomfort.

40. Dr. Lederman did not seek permission to bring his children to the residence or into Mr. Harrison's room. As Mr. Harrison's physician, Dr. Lederman was well aware of Mr. Harrison's declining mental and physical state at the time he brought his children to see Mr. Harrison.

41. Notwithstanding his awareness of his patient's illness and obvious infirmity, Dr. Lederman had Mr. Harrison listen to his son play the guitar. Afterwards he took the guitar he had brought with him and put it in Mr. Harrison's lap and asked him to sign the guitar for Ariel.

42. Mr. Harrison, who was weak and exhausted, resisted and said: "I do not even know if I know how to spell my name anymore." Dr. Lederman, reached out to hold Mr. Harrison's hand to help him write said "come on, you can do this," and, spelled out Mr. Harrison's name for him, beginning with the letter "G," and continuing to spell the entire name, "E-O-R-G-E H-A-R-R-I-S-O-N."

43. At Dr. Lederman's insistence, Mr. Harrison signed the guitar with great effort and much obvious discomfort. After signing the guitar as a result of Dr. Lederman's coercive behavior, Dr. Lederman took the guitar from Mr. Harrison's lap. Then the doctor handed Mr. Harrison two cards and instructed him to sign one for each of his daughters, which Mr. Harrison did as best he could.

44. Thus, Dr. Lederman intentionally and willfully misused his position as Mr. Harrison's physician — a position recognized as giving rise to a fiduciary duty — to create exceedingly valuable collectors' items.

45. Guitars associated with Mr. Harrison and other famous musicians have in the past fetched many hundreds of thousands of dollars at auction. For example, a guitar Mr. Harrison played early in his career recently was sold for more than \$400,000. (See article attached hereto as Exhibit A). Dr. Lederman was well aware of the value of such items both in terms of an actual dollar figure and in connection with getting additional publicity for himself. Moreover, he was also, on information and belief, aware that the value of such items would increase if they were signed on Mr. Harrison's "deathbed."

46. Acting on such awareness, Dr. Lederman generated publicity that would predictably increase the guitar's value, attract media attention and used such attention to promote himself. Specifically, he falsely told the press: "George [Harrison] invited me and my children into his home." A picture of Ariel with the signed guitar appeared in the *National Enquirer* along with a story that included several quotes from Dr. Lederman and the false statement that Mr. Harrison had stayed at Dr. Lederman's house.

47. Moreover, in at least one interview, Dr. Lederman, falsely stated that Mr. Harrison had played Ariel's guitar. On information and belief, this was done to further increase the value of the guitar.

48. Despite Plaintiffs' repeated requests for the removal of the autograph from the guitar and return of the autographed cards – all of which have been refused – these items, on information and belief, are currently in the possession of Dr. Lederman and/or his minor children. Dr. Lederman has refused to provide any assurance that he will not attempt to further publicize himself through the guitar or autographed cards or sell these items.

Dr. Lederman Escalates his Publicity

49. Shortly after Dr. Lederman's visit, Mr. Harrison left Staten Island for California, where he died shortly thereafter on November 29, 2001. After he traveled to California, Mr. Harrison had no further contact with Dr. Lederman, who never even called Ms. Harrison to inquire about Mr. Harrison's condition or to offer his condolences.

50. However, starting within hours of Mr. Harrison's death, Dr. Lederman scheduled a series of interviews about Mr. Harrison. In the space of just a few hours, he appeared on, *inter alia*, NBC, ABC, CNN, FOX News. He also spoke with reporters from *Time*, *Newsweek*, *US*, and the *National Enquirer*.

51. In these interviews, he falsely presented himself as having been a dear friend of Mr. Harrison's and revealed the most personal and confidential information, including information about Mr. Harrison's treatment, his pain, his mobility, his condition, and his attitudes about death, life, spirituality, and the atmosphere in the home at the time of his death (even though Dr. Lederman was not there). Dr. Lederman revealed this information despite the fact that: (a) any information he was privy to was acquired in the context of the doctor-patient relationship; and (b) he was specifically obligated by his agreement with Mr. Harrison to keep such information confidential.

52. By way of example, Dr. Lederman provided information about Mr. Harrison's pain, including the self-serving information and false statement that Mr. Harrison was not in pain after his treatments with Dr. Lederman:

PAUL ZAHN (CNN): His family, this morning, described him as dying in peace. In the end, physically, was he in pain?

LEDERMAN: I don't believe he was in pain

53. On information and belief, Dr. Lederman was not content to wait to have reporters come to him, but rather, went so far as to issue a press release, which was quoted in *Newsweek*.

54. Some of what Dr. Lederman said was untrue, and there was at least one direct lie: When asked how he learned of Mr. Harrison's death, he said: "I was called Thursday night by his friends."

55. As a result of these repeated and ongoing disclosures Mr. de Becker again contacted Mr. Conti and asked him: "Tell me what I can do to make this stop now. Who do I need to speak with?" Mr. Conti took responsibility and replied: "You're talking to him."

56. Mr. Conti called Mr. de Becker back the next day and said that he had met with Dr. Lederman and impressed on him that he had "crossed the line" and that Dr. Lederman had agreed to stop appearing in the media.

57. Dr. Lederman's egregious behavior, however, did not stop. And in almost every newspaper and magazine article where Dr. Lederman was quoted, there was also a quote from an "anonymous" source revealing specifics of Mr. Harrison's treatment. Moreover, such information, which would have been known to only a small group of people who were treating Mr. Harrison at SIUH – including Dr. Lederman – was nearly always revealed in a way that enhanced Dr. Lederman's image.

58. As a result of his egregious conduct, the New York State Department of Health Office of Professional Medical Conduct began a year-long investigation, conducting interviews with numerous witnesses. In December 2003, the OPMC fined and publicly censured Dr. Lederman for his gross breaches of conduct.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Negligence)**

59. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 58 as if set forth fully herein.

60. Dr. Lederman repeatedly and in blatant violation of his duty to maintain the confidences of his patient, Mr. Harrison, disclosed confidential information that became known to him through his treatment of Mr. Harrison for cancer.

61. The confidential information disclosed by Dr. Lederman included, *inter alia*, information about the fact that Mr. Harrison was receiving treatment, his mental state, his physical state and the nature of the treatment he was receiving.

62. At no time prior to his death did Mr. Harrison waive the doctor-patient privilege. Moreover, since his death, Plaintiffs have not waived this privilege.

63. As a result of Dr. Lederman's breach of his statutory duty to maintain the confidentiality of Mr. Harrison's medical information, Mr. Harrison, suffered great emotional and psychological harm prior to his death for which Plaintiffs are entitled to recover.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT SIUH
(Negligence)**

64. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 63 as if set forth fully herein.

65. Agents, employees and/or individuals acting under the direction or control of SIUH, including, but not limited to Dr. Lederman, repeatedly and in blatant violation of SIUH's duty to maintain the confidences of its patient, Mr. Harrison, disclosed confidential information that it became aware of through Dr. Lederman's treatment of Mr. Harrison for cancer.

66. The confidential information disclosed included, *inter alia*, information about: the fact that Mr. Harrison was receiving treatment at SIUH, his mental state, his physical state and the nature of the treatment he was receiving.

67. At no time prior to his death did Mr. Harrison waive the doctor-patient privilege. Moreover, since his death, Plaintiffs have not waived this privilege.

68. As a result of SIUH's breach its statutory duty to maintain Mr. Harrison's confidential medical information, Mr. Harrison, suffered from great emotional and psychological harm prior to his death for which Plaintiffs are entitled to recover.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Breach of Fiduciary Duty)**

69. Plaintiffs hereby repeat and recollect the allegations contained in paragraphs 1 through 68 as if set forth fully herein.

70. By virtue of the nature of the doctor-patient relationship, Dr. Lederman was a fiduciary to Mr. Harrison and, as a result, he was required to maintain the confidences disclosed to him by Mr. Harrison and place Mr. Harrison's interests before his own.

71. Notwithstanding these duties, Dr. Lederman repeatedly disclosed Mr. Harrison's confidential medical information to the media and placed his own interests in the forefront, even when it caused Mr. Harrison obvious pain, for example by disclosing such information about Mr. Harrison to the media and coercing him to sign a guitar. Dr.

Lederman pursued such actions for personal gain resulting from the enhancement of his professional reputation and, thereby, his personal income and the creation of uniquely valuable assets.

72. As a result of Dr. Lederman's unfaithful conduct, Mr. Harrison suffered from great emotional and psychological harm prior to his death for which Plaintiffs are entitled to recover.

AS AND FOR A THIRD CAUSE OF ACTION
AGAINST DEFENDANT SIUH
(Breach of Fiduciary Duty)

73. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 72 as if set forth fully herein.

74. By virtue of the nature of the doctor-patient relationship, SIUH was a fiduciary to Mr. Harrison and, as a result, it was required to maintain confidences disclosed to it by Mr. Harrison and place Mr. Harrison's interests before its own.

75. Notwithstanding these duties, SIUH, acting through its agents, employees and/or individuals under the direction or control, including, but not limited to Dr. Lederman, repeatedly disclosed Mr. Harrison's confidential medical information to the media and placed its own interests in the forefront, for example, by disclosing information about Mr. Harrison to promote its programs and thereby attract additional patients and revenue to SIUH, even when it caused Mr. Harrison obvious pain.

76. As a result of SIUH's unfaithful conduct, Mr. Harrison suffered from great emotional and psychological harm prior to his death for which Plaintiffs are entitled to recover.

**AS AND FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Breach of Contract)**

77. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 76 as if set forth fully herein.

78. As a result of Dr. Lederman's repeated promises to maintain his confidentiality and privacy, Mr. Harrison agreed to accept and continue medical treatment with Dr. Lederman at SIUH.

79. Notwithstanding these repeated promises, Dr. Lederman disclosed confidential and private information about Mr. Harrison, including, *inter alia*, the fact that Mr. Harrison was receiving treatment at SIUH, his mental state, his physical state and the nature of the treatment he was receiving.

80. As a result of Dr. Lederman's breach of his promises, Mr. Harrison was injured and Plaintiffs are entitled to recovery for this injury.

**AS AND FOR A FIFTH CAUSE OF ACTION
AGAINST DEFENDANT SIUH
(Breach of Contract)**

81. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 80 as if set forth fully herein.

82. As part of the course of treatment SIUH agreed to provide Mr. Harrison, SIUH undertook to keep all information relating to Mr. Harrison strictly confidential and to exercise particular care with respect to personnel under its supervision to assure Mr. Harrison's privacy.

83. Notwithstanding its repeated promises, SIUH failed to exercise such care and as a result confidential information was disclosed.

84. As a result of SIUH's breach of its promises and obligations, Mr. Harrison was injured and Plaintiffs are entitled to recovery for this injury.

**AS AND FOR A SIXTH CAUSE OF ACTION
AGAINST DEFENDANT DR. LEDERMAN
(Unjust Enrichment)**

85. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 84 as if set forth fully herein.

86. By the virtue of the nature of the relationship between Dr. Lederman and Mr. Harrison, Dr. Lederman was required to act with the utmost good faith toward Mr. Harrison.

87. Notwithstanding this duty, Dr. Lederman repeatedly used his position and association with a celebrity – Mr. Harrison – to promote himself and his medical practice in the media.

88. On information and belief, Dr. Lederman was enriched as a result of shameless self-promotion. However, in light of the nature of his relationship with Mr. Harrison and the suffering he caused Mr. Harrison by repeatedly revealing his confidential medical information, it would be inequitable to permit Dr. Lederman to retain these profits.

89. Moreover, Dr. Lederman was enriched by abusing his position as Mr. Harrison's physician in coercing the creation of the autographed guitar and cards which are unique items of enormous value. It would be inequitable to permit Dr. Lederman to retain these valuable items or the profits there from.

**AS AND FOR A SEVENTH CAUSE OF ACTION
AGAINST DEFENDANT SIUH
(Unjust Enrichment)**

90. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 89 as if set forth fully herein.

91. By the virtue of the nature of the relationship between SIUH and Mr. Harrison, SIUH was required to act with the utmost good faith toward Mr. Harrison.

92. Notwithstanding this duty, SIUH repeatedly used its position and association with a celebrity – Mr. Harrison – to promote itself in the media.

93. On information and belief, SIUH was enriched as a result of this media exposure. However, in light of the nature of the relationship between Mr. Harrison and SIUH and the suffering SIUH caused Mr. Harrison by repeatedly revealing his confidential medical information, it would be inequitable to permit SIUH to retain these profits.

**AS AND FOR AN EIGHTH CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Reckless Infliction of Emotional Distress)**

94. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 93 as if set forth fully herein.

95. Dr. Lederman disclosed confidential and private information about Mr. Harrison in his last months of life and did so not only against Mr. Harrison's express wishes, but also in violation of his statutory duty. Moreover, Dr. Lederman continued to make such disclosures even after he was made aware that he was causing Mr. Harrison great anguish and repeatedly told to stop.

96. Dr. Lederman did not make these disclosures to just a few people. Rather, he appeared on nationwide television and in widely circulated newspapers and magazines.

97. Dr. Lederman's outrageous conduct was extremely upsetting to Mr. Harrison as it revealed a complete lack of decency and concern for Mr. Harrison's welfare and wishes.

98. Plaintiffs are entitled to recover for the emotional distress Dr. Lederman recklessly inflicted on Mr. Harrison.

AS AND FOR AN NINTH CAUSE OF ACTION
AGAINST DEFENDANT SIUH
(Reckless Infliction of Emotional Distress)

99. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 98 as if set forth fully herein.

100. SIUH through its agents, employees and/or individuals acting under its direction and control, including but not limited to Dr. Lederman, disclosed confidential and private information about Mr. Harrison in his last months of life and did so not only against Mr. Harrison's express wishes, but also in violation of its statutory duty. Moreover, SIUH continued to make such disclosures even after it was made aware that it was causing Mr. Harrison great anguish and repeatedly told to stop.

101. These disclosures were not made to a handful of people, but rather appeared in national media outlets.

102. SIUH's outrageous conduct was extremely upsetting to Mr. Harrison as it revealed a complete lack of decency and concern for his welfare and wishes.

103. Plaintiffs are is entitled to recover for the emotional distress SIUH recklessly inflicted on Mr. Harrison.

AS AND FOR A TENTH CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Imposition of a Constructive Trust)

104. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 103 as if set forth fully herein.

105. Dr. Lederman coerced Mr. Harrison to autograph a guitar for Dr. Lederman's son, Ariel, shortly before Mr. Harrison's death. The autograph on this guitar was obtained as a result of wrongful and coercive conduct by Dr. Lederman.

106. Dr. Lederman coerced Mr. Harrison to autograph cards for Dr. Lederman's daughters, Daughter 1 and Daughter 2. These autographs were obtained as a result of wrongful and coercive conduct by Dr. Lederman.

107. Dr. Lederman acted in this manner despite the fact that, because of the nature of his relationship with Mr. Harrison, he was under an obligation to exercise the utmost good faith toward Mr. Harrison.

108. On information and belief, the guitar signed by Mr. Harrison as a result of Dr. Lederman's misconduct is in the possession of Dr. Lederman or his minor son, Ariel. On further information and belief, if Dr. Lederman is allowed to retain the guitar, he will use it to further promote himself and to profit at the expense of the doctor-patient relationship.

109. On information and belief, the cards signed by Mr. Harrison as a result of Dr. Lederman's misconduct are in the possession of Dr. Lederman or his minor daughters. On further information and belief, if Dr. Lederman is allowed to retain these cards, he will use them to further promote himself and to profit at the expense of the doctor-patient relationship.

110. As a result of the nature of the relationship between Dr. Lederman and Mr. Harrison, Dr. Lederman's abuse of his position and the fact that Dr. Lederman would be unjustly enriched if he is allowed to retain the guitar and cards, and a constructive trust comprised of the guitar and cards should be imposed in favor of Plaintiffs.

AS AND FOR A TWELFTH CAUSE OF ACTION
AGAINST DEFENDANT GILBERT LEDERMAN
(Recovery of Chattel)

111. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 110 as if set forth fully herein.

112. Plaintiffs have repeatedly demanded that Dr. Lederman turn over the guitar and cards with Mr. Harrison's autographs. Moreover, Plaintiffs have offered to provide a new, unsigned guitar, in exchange for the return of the one with Mr. Harrison's autograph. However, despite these repeated requests, Dr. Lederman has refused to provide the guitar and cards to Plaintiffs.

113. As Dr. Lederman misused his relationship with Mr. Harrison to obtain the autographs on the guitar and cards, Plaintiffs have a superior right to possess the guitar and cards.

114. In the alternative, as Dr. Lederman misused his relationship with Mr. Harrison to obtain the autograph on the guitar and cards, Plaintiffs have a superior right to possess the autographs.

115. Also in the alternative, Plaintiffs seek damages in the amount of the value of the guitar and cards, the value of the publicity obtained by Dr. Lederman as a result of his possession of the guitar and cards and the pain and suffering caused by his misusing his position to first obtain the guitar and cards and then publicize himself by using them.

**AS AND FOR A THIRTIETH CAUSE OF ACTION
AGAINST DEFENDANTS ARIEL LEDERMAN, DAUGHTER 1 AND DAUGHTER 2
(Recovery of Chattel)**

116. Plaintiffs hereby repeat and reallege the allegations contained in paragraphs 1 through 115 as if set forth fully herein.

117. Plaintiffs have repeatedly demanded that Dr. Lederman turn over the guitar and cards with Mr. Harrison's autographs. Moreover, Plaintiffs have offered to provide a new, if unsigned guitar, in exchange for the return of the one with Mr. Harrison's autograph. However, despite these repeated requests, Dr. Lederman has refused to provide

the guitar and cards to Plaintiffs citing, among other things, that he is unable to return these items as they are in the possession of his minor children.

118. As Dr. Lederman misused his relationship with Mr. Harrison to obtain the autograph on this guitar, the Plaintiffs have a superior right to possess the guitar and cards and, in equity, he should not be allowed to hide behind his son.

119. In the alternative, as Dr. Lederman misused his relationship with Mr. Harrison to obtain the autographs on the guitar and cards, Plaintiffs have a superior right to possess these items and, in equity, he should not be allowed to hide behind his minor children.

120. Also in the alternative, Plaintiffs seek damages in the amount of the value of the guitar and cards, the value of the publicity obtained by Dr. Lederman as a result of his possession of the guitar and cards and the pain and suffering caused by his misusing his position to first obtain the guitar and cards and then publicize himself by using them.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- (a) On the first through ninth claims for relief, awarding compensatory damages in an amount no less than Ten Million Dollars (\$10,000,000) and punitive damages, the exact amount to be determined at the trial of this action;
- (b) On the tenth claim for relief, imposing a constructive trust for the benefit of Plaintiffs, the *res* of which consists of the guitar and cards with the autographs wrongfully and coercively obtained by Dr. Lederman in derogation of his duties to his patient;
- (c) On the eleventh and twelfth claims for relief, the return to Plaintiffs of the guitar and cards with the autographs wrongfully and coercively obtained by Dr. Lederman in derogation of his duties to his patient; and
- (d) Such other and further as the Court may deem just and proper.

Dated: New York, New York
January 6, 2004

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Beatle guitar sale gets encore

A guitar played by George Harrison at the final Beatles gig has been sold for \$434,750 at a Hollywood auction.

The instrument was also used by the late musician during the filming of the Beatles' movie Let it Be.

The custom-made Fender Rosewood Telecaster previously went on sale in London in 1999 but failed to meet the asking price and was withdrawn.

The guitar is being sold by musician Delaney Bramlett who received it as a gift from Harrison in 1969.

He previously sought £200,000 (\$318,000) for it at Bonham's in London, but the highest bid received was just half that amount.

"He played it on January 30, 1969 on the rooftop of Apple Records in London, the last time the Beatles performed together in public," said auction house president Bill Miller.

Forrest Gump

After the group split, Harrison went on to enjoy a solo career, as well as joining up with other stars in the supergroup the Travelling Wilburys, including Bob Dylan and Roy Orbison.

Harrison died in November 2001, after a long battle with cancer.

Other memorabilia in the two-day sale include a knife used by Arnold Schwarzenegger in the film Commando, and the marine uniform worn by Tom Hanks in the Oscar-winning film Forrest Gump.

There is also a brick taken from the famous yellow brick road featured in The Wizard of Oz.

Story from BBC NEWS:

<http://news.bbc.co.uk/1/0/entertainment/3095930.stm>

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