

25 July 2006

Gary Groth & Kim Thompson  
Fantagraphics Books, Inc.  
7563 Lake City Way NE  
Seattle, WA 98115  
VIA U.S. MAIL AND FAX TO 206.524.2104

RE: WTYS Chapter 3

Dear Gary and Kim:

I have been following the prepublication “page proofs” of *We Told You So* (WTYS) with an increasing sense of foreboding for a couple of weeks now, and unfortunately you have justified that fear with misuse of copyrighted material and misstatements of fact concerning my client Harlan Ellison. Rather than immediately elevate this to formal unpleasantness, I have convinced Mr Ellison to give you one—and only one—opportunity to correct this matter prior to making the printed version of WTYS available for purchase. Specifically, we are concerned with two passages thus far posted.

On pages 112 and 113, you reprinted an extensive quotation from the January 1953 *Comics Journal* “interview” article. As a warning only, you should not reprint further material from that particular article without careful attention to context; the context as originally printed in the *Comics Journal* should have modified your (Mr Groth’s) interpretation of those comments printed immediately before and after the reprint. This also pushes the limits of fair use, and Mr Ellison’s longstanding policies on permissions would require any further quotation to obtain explicit permission.

On pages 118 and 119, I found a much more disturbing passage which I will quote in full for purposes of comment:

Groth: Being a co-defendant with Ellison made me feel like I was in the Alamo: surrounded on all sides. It is little known that our relationship began to fray very early on. He was always coming up with schemes to wheedle out of paying his bills. One was so brilliantly Machievellian [sic] that it included both stiffing his lawyers and screwing me — at the same time! You just never knew what he was going to come up with next, which meant we had to watch our codefendant as closely as we watched Fleisher.

One of my favorite stories involves Ellison cutting a [page break] deal that required him to reimburse Fleisher if he lost a specific motion. The judge approved the arrangement and Ellison lost the motion but refused to reimburse Fleisher’s out of pocket expenses, as agreed. Our lawyer started to realize what a loose canon [sic] he was when we learned that the judge was about to order U.S. Marshals to arrest Ellison for failing to obey a court order. Naturally, Ellison coughed it up but only days before he was about to be arrested. Oh, they were great times!

I have consulted with Mr Ellison’s counsel, and we believe that there is no basis in fact **whatsoever** for the entire second paragraph (except, perhaps, Mr Groth’s hyperbolic characterization of the lawsuit as “great times”) or for the assertions that Mr Ellison was “wheedle[ing] out of paying his bills” and/or “stiffing his lawyers” in the first paragraph. We demand that you either:

- Excise these assertions from WTYS immediately, and that you provide satisfactory documentation that you have done so to me at the address on this letterhead by not later than 5PM Central Daylight Time on Monday, 31 July 2006; or
- Provide satisfactory documentation of the factual basis for these assertions to me at the address on this letterhead by not later than 5PM Central Daylight Time on Monday, 31 July 2006.

Based upon the tenor of our prior communications, I also require that you confirm identity and contact information for your counsel to me in writing by not later than 5PM Central Daylight Time on Thursday, 27 July 2006.

Failure to comply with either or both of the deadlines stated above will be construed as a deliberate refusal to deal, as evidence of improper motive, and as refusal to retract defamatory and otherwise damaging communications.

Thank you for your time and cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles E. Petit", with a long horizontal flourish extending to the right.

Charles E. Petit