

DN: X05 CV-00-0180933s	:	SUPERIOR COURT
DN: X08-CV-00-0180933s	:	

STANLEY SHENKER & ASSOCIATES, INC.,	:	COMPLEX LITIGATION
Plaintiff	:	DOCKET
vs.	:	AT STAMFORD
WORLD WRESTLING FEDERATION	:	MARCH 20, 2003
ENTERTAINMENT, INC.,	:	
Defendant	:	

**PLAINTIFF'S ANSWER
TO DEFENDANT'S INTERROGATORY DATED MAY 11, 2001**

Pursuant to Court Order, Plaintiff Stanley Shenker & Associates, Inc. ("SSAI") hereby answers Interrogatory Number 10 of Defendant's Interrogatories and Requests for Production dated May 11, 2001

10. Identify all facts, witnesses and documents that refer or relate in any way to any agreements, arrangements and/or understandings between you and Jim Bell while he was an employee of WWE

RESPONSE: Subject to previously stated objections, SSAI submits that it had the following agreements, arrangements and/or understandings with Jim Bell.

In the spring of 1998, Mr. Jim Bell and Mr. Robert Goetz (of Trinity Products, an existing

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licensee) and Eve Covell, a Sales Manager at Trinity, held a meeting at Mr. Bell's office at WWE. Mr. Shenker was not in that meeting. Ms. Covell left the meeting and Mr. Bell and Mr. Goetz met alone. Mr. Bell came out of the meeting with Mr. Goetz and called Mr. Shenker to his office where he told Mr. Shenker that Mr. Goetz wanted to expand his licenses, that Mr. Goetz would pay 2% of all additional business to Mr. Shenker as consulting fees and that Mr. Shenker should split that fee with Mr. Bell. Mr. Shenker agreed. Mr. Shenker then met alone with Mr. Goetz in Mr. Bell's office at WWE. Mr. Goetz told Mr. Shenker he wanted to increase his business with Wal-Mart and would pay him 2% to get it. Mr. Goetz and Mr. Shenker discussed other potential non-WWE license opportunities for Trinity. It was agreed that Trinity would pay SSAI the 2% consulting fee for increased business. Mr. Shenker subsequently visited Mr. Goetz in California and believes he made telephone calls on Trinity's behalf to the National Basketball Association, the World Wildlife Fund and the National Wildlife Conservatory. Despite assurances from Mr. Goetz that he would provide SSAI with a written consulting agreement, he never did so and Mr. Goetz never explained to SSAI how he would calculate what SSAI was owed. Mr. Shenker believes that Mr. Goetz made a total of three payments to Mr. Shenker or SSAI. SSAI paid half the total amount it received from Trinity to Mr. Bell. SSAI assumes that Mr. Goetz's brother, Dean Goetz, as a partner at Trinity, reviewed and approved the relationship with SSAI and

Trinity SSAI also assumes that Barbara Goetz, who authored the various checks to SSAI, as well as any others in Trinity's financial department who calculated the payments to SSAI may have known of the relationship between Trinity and SSAI.

In addition, Mr. Shenker brokered a deal with WWE's knowledge, whereby a failing WWE licensee, Playmates, sold its inventory and tooling and molds to another WWE licensee, Jakks. Mr. Shenker raised the problem at WWE executive meetings that, unless a buyer was found for Playmates' inventory, the product would be dumped on the market at discount, thereby devaluing the WWE brand. Mr. Bell gave Mr. Shenker permission to broker the deal provided he received half of the fee. Jakks paid Mr. Shenker a commission. Mr. Shenker believes he paid Mr. Bell half of that amount through another entity called Stanfull Industrial Limited.

Additionally, Mr. Bell, while an executive with the WWE and subsequent to his departure from the WWE, requested that SSAI and/or Mr. Shenker pay him one half of the commissions SSAI earned for its work with certain identified WWE licensees. Mr. Bell provided SSAI and/or Mr. Shenker with letter agreements articulating this arrangement.

In the summer of 2001, Mr. Bell provided SSAI with release letters which stated that SSAI had satisfied its obligations under the prior agreements to pay Mr. Bell. The letters also stated that SSAI was no longer obligated to pay Mr. Bell pursuant to those agreements, except to

the extent that Mr. Shenker was still supposed to pay one half of the gain to Mr. Bell on certain stock from Jakks/THQ when the stock was sold.

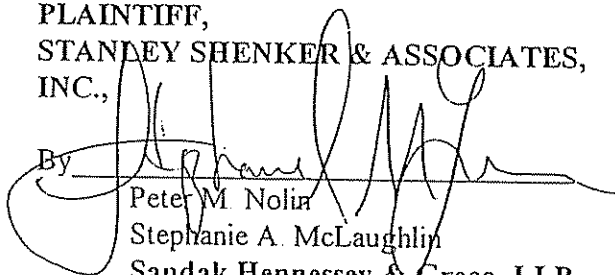
In addition, while Mr. Bell was under his severance agreement with WWE and was acting as a special license facilitator for a related WWE entity, XFL, Inc., Bell agreed to split commissions from licensees with SSAI on any such deals for which SSAI assisted Mr. Bell. During this period, SSAI also paid Mr. Bell for assisting SSAI on its NHRA license.

Witnesses who have been identified that have knowledge of the above described arrangements between SSAI and Jim Bell related to WWE licensees are Stanley Shenker and Jim Bell. Witnesses who have been identified that have knowledge of the above described arrangement between SSAI, Jim Bell and Trinity Products, Inc. are Stanley Shenker, Jim Bell, Robert Goetz, Linda McMahon, Trinity Products Inc.'s attorneys and Jerry McDevitt, Esq. Additionally, it is possible that Dean Goetz and Barbara Goetz and possibly other Trinity and WWE employees know of the arrangement between SSAI, Bell and Trinity. Further, based on discovery to date, it is possible that Scott Amann, Esq., a former WWE in-house counsel, knows of the arrangement between SSAI, Bell and Trinity. As to Mr. Bell's and SSAI's dealing with XFL, this arrangement may have been known by a number of WWE employees, SSAI employees, and certain of the licensees secured by Mr. Bell. Also, Mr. Shenker and Mr. Bell have knowledge of the XFL arrangement. As to the NHRA arrangement between Mr. Shenker and Mr. Bell, Mr. Shenker and Mr. Bell have knowledge of that arrangement. Also, SSAI employees may have

knowledge of the NHRA arrangement.

PLAINTIFF,
STANLEY SHENKER & ASSOCIATES,
INC.,

By


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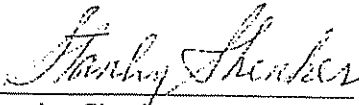
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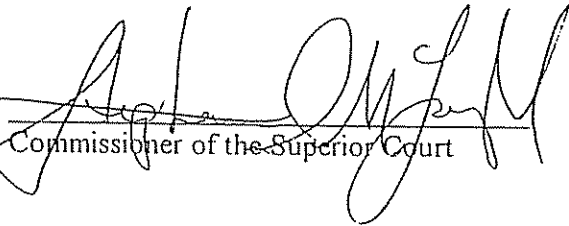
VERIFICATION

I hereby certify that I have reviewed the above Interrogatories and responses thereto and that they are true and accurate, to the best of my knowledge, information and belief.


Stanley Shenker

Subscribed and sworn to before me

this 20th day of March, 2003


Commissioner of the Superior Court

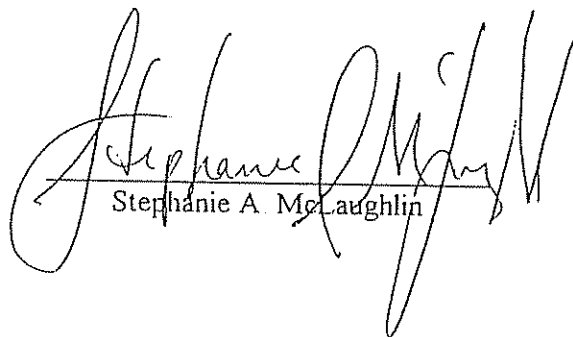
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CERTIFICATION

This is to certify that a copy of the foregoing has been sent via first-class mail, postage prepaid, and via facsimile on this 20th day of March, 2003 to:

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