

Exhibit A

FILED
CIVIL INTAKE

2014 MAR 10 PM 3:23

JOHN T. FREY
CLERK, CIRCUIT COURT
FAIRFAX, VA

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

EDWARD J. WEGMAN, PHD,)
Plaintiff,)
)
v.)
)
JOHN MASHEY)
)
and)
)
JOHN DOE)
Defendants.)
)

Case No.: **2014 03296**

SERVE: HOLD FOR PRIVATE PROCESS SERVICE
John Mashey
4570 Alpine Road
Portola Valley, CA 94028

COMPLAINT

COMES NOW your plaintiff, Edward Wegman, by counsel, to recover damages against California resident John Mashey for tortious interference with contract and for civil conspiracy under Virginia Code § 18.2-500, for a course of conduct intended to

“destroy” Plaintiff’s reputation. Upon information and belief, Edward Wegman states as follows:

JURISDICTION & VENUE

1. This Court has jurisdiction in this proceeding pursuant to Virginia Code § 17.1-513.
2. Venue is proper pursuant to Virginia Code § 8.01-261.

3. Defendant John Mashey is a nationally recognized science figure and blogger, writing regularly for “Desmog Blog,” and has reached into Virginia and the nation, creating substantial contacts, thus subjecting him to the personal jurisdiction of this court.

PARTIES

4. Edward Wegman is a resident of the Commonwealth of Virginia, residing at 9748 Thorn Bush Drive, Fairfax Station, Virginia 22039.

5. On information and belief, Defendant John Mashey is a resident of California.

FACTUAL ALLEGATIONS

6. Edward Wegman was the lead author in a 2006 report to Congress, referred to as the “Hockey Stick Report” or the “Wegman Report,” that cast serious doubt on the reliability of the statistics used by proponents of “global warming” theories of anthropogenic climate change.

7. In March of 2009, Defendant John Mashey, via the web blog Deepclimate.org performed an analysis of the Wegman Report that purported to show plagiarism by Wegman.

8. In March of 2010, based on Mashey’s writings, Raymond Bradley, of the University of Massachusetts, made a complaint to Wegman’s employer, George Mason University, alleging plagiarism in the report from one of Bradley’s textbooks.

9. Two different committees investigated the charges and no plagiarism was found.

10. Mashey has continued to post negative blogs about Wegman and co-author Yasmin Said.

11. Edward Wegman was also an editor and founder of the journal published by Wiley Reports (hereinafter, "Wiley"), known as the *Wiley Interdisciplinary Review of Computational Statistics* (hereinafter, "WIRES").

12. Edward Wegman had a contract with Wiley to edit and write for the WIRES magazine, as attached at Exhibit 1.

13. In June 2012, Wegman was notified by Wiley that Wiley wished to sever its ties with Wegman based on communications it had received (hereinafter, "the letter writing campaign") complaining of the alleged plagiarism by Wegman.

14. In June 2012, Wegman was forced to resign his position from Wiley as editor of WIRES.

15. Wegman had a current, valid economic interest in his contract with Wiley.

16. Mashey and Doe and others knew of the existence of this contract.

17. As a result of the forced resignation, Wegman lost, and will lose, future profits from the WIRES journal, as well as the ability to edit and publish, and the professional prestige and credibility such a position entails.

18. On information and belief, John Mashey, John Doe, and others conspired to orchestrate the letter writing campaign against Wegman to Wiley.

19. John Mashey, John Doe, and others used defamation and engaged in common law and statutory conspiracy to get Wegman removed from the editorial board at Wiley by the letter writing campaign.

20. None of the statements to Wiley were protected or privileged.

21. Wegman was never found to have committed plagiarism, and any such allegation is untrue.

22. John Mashey, John Doe, and others were motivated by malice, spite and ill will, all driven by a publicly expressed desire to discredit or ruin their opposition.

COUNT ONE – TORTIOUS INTERFERENCE WITH CONTRACT

23. Plaintiff reincorporates paragraphs 1 through 21, inclusive.

24. Plaintiff Wegman had a valid contract with Wiley and had expectations of continuing economic benefits.

25. Defendants Mashey and Doe knew of the contract and the continued economic expectancies.

26. Defendants Mashey and Doe intentionally interfered with the contract and the continued economic expectancies by orchestrating the letter writing campaign.

27. Defendants Mashey and Doe used improper methods to interfere with the contract and economic expectancies; namely, by committing defamation and conspiracy to injure the reputation of Plaintiff Wegman.

~~28. As a direct result, Plaintiff Wegman has suffered losses, namely, being forced to resign and forfeit his contract and economic expectancies.~~

29. Plaintiff Wegman has been injured in an amount to be determined at trial, but in any case, not less than \$100,000.00.

30. Defendants Mashey and Doe acted intentionally with ill will and malice in orchestrating the letter writing campaign.

31. Because of this malice and ill will, Plaintiff Wegman is entitled to punitive damages, and prays this court for an award of \$350,000.00.

COUNT TWO – COMMON LAW CONSPIRACY

32. Paragraphs 1 to 31 inclusive are re-alleged herein.

33. Defendants Mashey and Doe conspired to induce Wiley to breach its contract with Plaintiff Wegman through the letter writing campaign.

34. Defendants conspired intentionally and with willfulness and malice to interfere with Plaintiff Wegman's contract.

35. The Conspiracy caused damage to Plaintiff Wegman, including Wiley's breach of the contract.

36. Plaintiff Wegman has been injured in an amount to be determined at trial, but in any case, not less than \$100,000.00.

37. Because of this malice and ill will, Plaintiff is entitled to punitive damages, and prays this Court for an award of \$350,000.00.

~~**COUNT THREE – STATUTORY CONSPIRACY**~~

38. Paragraphs 1 through 37 inclusive are re-alleged.

39. In violation of Virginia Code Sections 18.2-499 and 18.2-500, Defendants Mashey and Doe willfully and maliciously combined and conspired to injure Defendant Wegman in his profession and reputation through the letter writing campaign to Wiley.

40. Plaintiff Wegman's professional reputation has been injured as a result of this combination, including the loss of income from the Wiley contract in an amount to be determined at trial, but no less than \$100,000.00.

41. Plaintiff Wegman prays this Court for treble damages in accordance with Virginia Code §18.2-500.

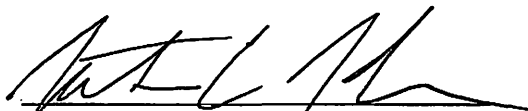
42. Plaintiff Wegman prays this court for reasonable attorney fees in accordance with Virginia Code §18.2-500.

WHEREFORE, your Plaintiff Edward Wegman prays this Court for damages against the Defendants for tortious breach of contract, for common law conspiracy and for statutory conspiracy, for treble damages as permitted by statute, for reasonable attorney fees as permitted by statute, and for any such other relief as this Court deem meet and fit.

Respectfully Submitted,

Edward J. Wegman
By counsel

Day & Johns, PLLC



Milton C. Johns, VSB # 42305
Day & Johns, PLLC
10560 Main St., Ste. 218
Fairfax, Virginia 22030
Voice: (703) 268-5600
Facsimile: (703) 268-5602
Counsel for Plaintiff Edward Wegman.

Exhibit 1

Wegman.Exhibit.pdf was referenced as Exhibit A in the original complaint, but not given to court or me. Cozen O'Connor requested and finally received it 04/09/15.

Acrobat File>Properties (below) showed that the file was originally created 5/31/12, presumably a few weeks earlier than Wegman and Said resigned. It was modified 04/09/15, likely by Johns to add an EXHIBIT A cover page, so the complete 22p file seems not to have existed earlier. In any case, it was not filed with the 2014 complaints.

Johns' transmission failed to redact the Editors' Social Security Numbers, a *surprising omission*. Cozen lawyers informed the court of the missing redactions, and a proper page replaced the unredacted one.

Description	
File:	Wegman Exhibit.pdf
Title:	
Author:	
Subject:	
Keywords:	
Created:	5/31/2012 2:39:43 PM
Modified:	4/9/2015 4:17:50 PM
Application:	
Advanced	
PDF Producer:	Image to PDF by Utility Warrior (http://www.UtilityWarrior.com)
PDF Version:	1.6 (Acrobat 7.x)

JOHN WILEY & SONS, INC.

Publishers Since 1807

AGREEMENT made January 15, 2006, among Edward Wegman, David W. Scott, Yasmín H. Said, and Jeffrey J. Solka (individually an "Editor" and collectively the "Editors"), and John Wiley & Sons, Inc., 111 River Street, Hoboken, New Jersey 07030-5774 (the "Publisher"), for the purpose of publishing a collective work in print and/or electronic form tentatively titled

WILEY ENCYCLOPEDIA OF COMPUTATIONAL STATISTICS

(hereinafter referred to as the "Work"), commissioned by the Publisher.

In consideration of the promises set forth in this Agreement, the Editors and the Publisher agree as follows:

1. Editors' Duties

(a) The Publisher hereby commissions the Editors to edit the Work and to perform the following services, subject to the Publisher's approval:

- (i) prepare an outline of the scope of the Work, including without limitation the number and title of the contributions to be included therein, select suitable contributors (the "Contributors"), fix the length and scope of each contribution, and arrange for each Contributor to prepare and promptly submit the contribution in accordance with a schedule consistent with the Manuscript Due Date set forth in Paragraph 1(a)(v) below, and as set forth in the schedule (if any) attached hereto as Exhibit A and made a part hereof (the "Schedule");
- (ii) prepare and submit to the Publisher a detailed word list for the Work;
- (iii) select an editorial board consisting of not more than 15 Advisory Editors selected from academia and industry to assist in reviewing the word list, in suggesting and selecting contributors and peer reviewers, and in supervising the preparation of the Work when applicable. All Advisory Editors will be required to sign an unaltered Advisory Editor Agreement substantially in the form of Exhibit B hereto;
- (iv) review or have Advisory Editors or other peer reviewers review each contribution, make or request the Contributor to make such revisions as the Editors or the Publisher thinks appropriate, and reject any contribution deemed unsatisfactory by the Editors or the Publisher;
- (v) advise each Contributor that each contribution must be accompanied by a Contributor Agreement in the form attached hereto as Exhibit C (the "Contributor Agreement"), which all Contributors will be required to sign and deliver with the manuscript by the Manuscript Due Date;
- (vi) submit to the Publisher the complete final manuscript of the Work (including any material to be written by an Editor) and all signed Contributor's Agreements not later than **October 15, 2006** unless the Publisher has agreed to extend the time in writing (the "Manuscript Due Date"). The final manuscript shall consist of approximately five (5) volumes, each consisting of approximately 752 total pages (of 500 words per printed page of text). The final manuscript shall be submitted on computer disk in a format specified in the Publisher's instructions (made available to the Editors by the Publisher) with one double-spaced computer printout, and shall be satisfactory to the Publisher in organization, form, content, and style, accompanied by appropriate illustrative material in the format(s) specified by the Publisher, a table of contents, and suitable copy for a final index, all of which shall be considered part of the Work. If the Editors fail to supply any

**Due date
2006A**

Exhibit A Schedule makes more sense, but does not agree with (vi) below.

Here, the Editors agreed to a 10-month schedule, 01/15/06-10/15/06, to produce 5 x 752 = 3760 pages of final manuscript, obviously organizing many contributors. Even if Editors were full-time, this would be an impressive achievement. But all had regular jobs. Wegman and Said were also committed to Wegman Report, and had many other distractions [MAS2013d §0.3]. Simultaneously, they were trying to get Said an alcoholism fellowship [MAS2013a §S], who claimed "to want to work in this area as a life career."

Amazon has a strange history for this non-existent 3760-page publication costing \$1500, or which 7% is \$105, split 4 ways. \$26 for each Editor, with payments only when published. It is unclear how many would have been sold, especially in an Internet era. One Amazon entry claimed it would be published 10/05/10 and could be pre-ordered, and via Wayback it persisted at least until 2013. As of 04/25/15, Amazon claims that it will appear 01/09/19, still by Wegman, Scott, Said, and Solka.

of these materials, the Publisher shall have the right to obtain such materials and charge the cost against any sums due to the Editors hereunder;

- (vii) obtain, at the Editors' expense, and submit with the final manuscript of the Work, written permissions, on a form approved by the Publisher, to reprint and reuse in all formats, worldwide, any copyrighted material which the Editors, Advisory Editor or any Contributor incorporates in the Work. If the Editors fail to supply such written permissions, the Publisher shall have the right, but not the obligation, to obtain them and to charge the cost against any sums due to the Editors hereunder;
- (viii) promptly correct and return proofs and/or edited manuscripts delivered to the Editors for that purpose. If "Editors' Alterations" are made to the proofs, the costs incurred as a result thereof shall be borne by the Publisher to the extent of 15% of the cost of typesetting the proofs originally submitted to the Editors, and the excess, if any, shall be charged against royalties payable to the Editors. "Editors' Alterations" are defined as deletions, additions, and other revisions made by the Editors to the proofs, including any revisions made in the illustrations, other than to correct printer's errors;
- (ix) meet with Publisher's personnel at such times as Publisher requests, and report to Publisher regularly, in writing and verbally, on the Editors' activities and the status of the preparation of the Work and each Volume thereof. The Editors agree that, if requested by Publisher, they will travel to Hoboken (New Jersey) to meet up with Publisher (up to three (3) times per year), with reasonable expenses to be paid by Publisher;
- (x) in general, assume editorial responsibility for the preparation and timely submission to the Publisher of the complete final manuscript of the Work, in accordance with the Manuscript Due Date; and
- (xi) to continually update the Work, no less frequently than quarterly, as per a schedule designated by Publisher.

This certainly identifies New Jersey as the relevant part of Wiley, not just headquarters.

Obviously, they did not achieve the schedule.

(b) If the Editors do not submit the complete final manuscript on or before the Manuscript Due Date, unless the time for submission has been extended in writing by the Publisher, this Agreement shall be converted into an option to the Publisher to publish the Work. In such case, the Editors shall submit the final manuscript to the Publisher upon completion and the Publisher shall have 90 days from the date of receipt of the manuscript to determine whether it will proceed under the terms of this Agreement, or terminate this Agreement pursuant to Paragraph 17(b) below.

(c) If the Editors do not deliver a manuscript which is, in the Publisher's judgment, complete and satisfactory and/or do not make the changes requested by the Publisher within a reasonable time set by the Publisher, or if, notwithstanding such changes, the manuscript is not, in the Publisher's judgment, complete and satisfactory, the Publisher may terminate this Agreement with respect to one or more of the Editors pursuant to Paragraph 17(b) below or make such other arrangements as the Publisher deems advisable to make the manuscript complete and satisfactory, in which event the reasonable costs of such arrangements may be charged against any sums due to the Editors. In addition, disagreements among the Editors may be resolved pursuant to Paragraph 16 below.

2. Publication

Subject to the terms and conditions contained herein, the Publisher, at its own expense, shall manufacture, publish, promote, sell, transmit and distribute the Work in such manner and at such prices as the Publisher deems appropriate, and make any and all other arrangements it deems advisable with respect to the Work and the rights thereto granted to it herein.

3. Ownership of the Work

The Work and the separate contributions contained therein, and any Updates or Revised Editions, whether or not prepared by the Editors, shall be considered a work made for hire and the copyright and the full and exclusive rights comprised in the copyright, and all other right, title and interest in and to the Work and the material contained therein, shall vest initially in and shall thereafter belong to the Publisher. To the extent, if any, that the Work or any contribution or other material contained in the Work or any Update or Revised Edition thereof does not qualify as a work made for hire or copyright therein might otherwise vest in the Editors, the Editors hereby grant, transfer and assign to the Publisher for the full term of copyright and all extensions thereof the full and exclusive rights comprised in the copyright in and to the Work and the material and contributions contained therein, any Updates or Revised Editions thereof and all derivative works based thereon, and all other proprietary rights thereto, in all languages and forms, and in all media of expression now known or later developed, throughout the world.

4. Copyright Notice and Registration

The Publisher shall reproduce in each copy of the Work published by it a notice of copyright in the Publisher's name in conformity with the U.S. Copyright Act and the Universal Copyright Convention and require its licensees to do the same. The Publisher may, at its discretion, register the copyright in the Work with the U.S. Copyright Office after first publication. In the event of a prior publication of a portion of the Work, the Editors shall provide the Publisher with all necessary information about such publication and obtain any assignments required to ensure that the Publisher has the full and complete right, title and interest in and to the Work and its copyright and may properly register the copyright in the Publisher's name.

5. Editors' Compensation

(a) In full payment for all services to be performed and any rights transferred hereunder, the Publisher shall pay the Editors, as royalties, the following percentages of the Publisher's "dollar receipts" (as defined below) from the following sales or licenses of the Work published hereunder:

	Percentages
(1) from sales or licenses of the original edition whether in hardcover, paperback or other medium (the "regular edition") in the United States, its possessions and territories, and Canada:	7%
(2) from sales or licenses of the regular edition elsewhere:	7%
(3) from sales or licenses of the Work and materials from the Work in electronic form, whether directly by the Publisher or indirectly through or with others:	7%
(4) from sales of lower priced paperback editions throughout the world:	7%
(5) From sales of any edition through direct-to-consumer marketing (including, for example, direct mail, but not including sales made via the Publisher's website):	7%
(6) from sales of copies of the Work produced "on demand", when it is not feasible to maintain a normal inventory:	7%
(7) from sales of the Work at discounts of 50% or more from list price or sold in bulk for premium or promotional use, or special sales outside the ordinary domestic channels of trade: in bulk for premium or promotional use, or special sales outside the ordinary channels of trade:	50% of the applicable royalty rate

Amazon has listed this at \$1,500, so Editors' payments would have been \$105, or about \$26 for each.

- (8) from sales or licenses by the Publisher to third parties of the following subsidiary rights in the Work: book club, reprint, serial rights, foreign language translation rights, audio and video adaptation rights, and in any media, permission grants for quotations of short excerpts and photocopies, after deduction of Publisher's out-of-pocket costs, if any, incurred in connection with such sales or licenses: 50%
- (9) should Publisher undertake, either alone or with others, the activities described in (8) above: 7%
- (10) from sales or licenses of condensations, adaptations and other derivative works not specified above: 7%
- (11) from use of all or a part of the Work in conjunction collectively with other work(s), a fraction of the applicable royalty rate equal to the proportion that the part of the Work so used bears the entire collective work: pro rata

(b) "Dollar receipts" are defined as United States Dollars earned and received by the Publisher less any discounts, taxes, bad debts, customer returns, allowances and credits and excluding any sums charged separately to the customer for shipping. Sales or licenses made to any subsidiary or affiliate companies will be accounted for as though made to unrelated parties.

(c) Royalties shall not be due on any revenues earned abroad where any foreign government blocks the conversion or transmittal of such monies to the United States until such revenues can be transmitted.

(d) No royalties shall be paid in connection with:

- (i) fees received for the use of illustrative material, if any, prepared by the Publisher, plates, negatives, type, tape, or other property of the Publisher;
- (ii) any grant of rights made by the Publisher at no charge for transcription into Braille, large type publication or otherwise for use by persons with disabilities;
- (iii) remainder copies or other copies sold below or at cost including expenses incurred, or furnished free to the Editors or the Contributors, or for review, advertising, sample or similar purposes which may benefit the sale of the Work;
- (iv) revenues which cannot reasonably be attributed to the Work; and
- (v) copies donated to charity.

(e) The royalties accruing to the Editors hereunder shall be divided as follows:

- 25% to Edward Wegman
- 25% to David W. Scott
- 25% to Yasmin H. Said
- 25% to Jeffrey L. Solka

(f) Any fees, honoraria or other sums paid by the Publisher to the Contributors to the Work shall be considered an advance against all royalties and proceeds due to the Editors pursuant to this Agreement.

6. Payment and Accounting

(a) Payments to the Editors shall be made semiannually, on or before the last day of April and October of each year for royalties due for the preceding half-year ending the last day of February and August, respectively, and shall be accompanied by an appropriate Statement of Account. The Publisher may take credit for any returns for which royalties have been previously paid. If the balance due any Editor for any royalty period is

Again, Amazon has listed this at \$1,500, so Editors' payments would have been \$105, or about \$26 for each.

This carried over in to WIREs:CS, which was free at first. The earliest they might have gotten any royalty money would have been April 2010, but quite likely was later: <http://andrewgelman.com/2011/09/28/wiley-wegman-chutzpah-update>
This implies that it was free until sometime in 2011.

less than \$100, the Publisher will make no payment to that Editor until the next royalty period at the end of which the cumulative balance due such Editor has reached \$100.

(b) The Publisher may retain a reserve for future returns provided the Statements of Account indicate the amount of the reserve and how it has been applied. Any reserve held shall be based on the Publisher's reasonable expectation of sales and returns at the time the Statement of Account is prepared. Any offsets against royalties or sums owed by any Editor to the Publisher under this Agreement or any other agreement between such Editor and the Publisher may be deducted from any payments due such Editor under this Agreement or any other agreement between such Editor and Publisher.

7. Editors' Copies

Upon publication, the Publisher shall give each Editor one (1) complete set of the printed volumes of the Work, if printed. The Publisher shall also give each Editor complimentary online access to the Work while the Editor is still performing services hereunder during the term of this Agreement. Each Editor may purchase, for personal use only, additional copies of the Work at a discount of 25% from the United States catalog list price and may purchase, for personal use only, the Publisher's other publications, except journals, at a discount of 25% from the United States catalog list price.

8. Related and Competing Works

No Editor, without the Publisher's prior written consent, shall publish or permit any Contributor or other third party to publish the Work or any portion thereof or any other version, revision, or derivative work based thereon in any media of expression now known or later developed. An Editor may, however, after giving written notice to the Publisher, draw on and refer to material contained in the Work in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings, provided that credit is given to the Work and the Publisher.

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The Work shall be each Editor's next manuscript for such Editor's next book-length work whether under such Editor's name or in collaboration with any other author.

No Editor shall, without the Publisher's prior written consent, contribute to or work as an editor on or prepare or assist in the preparation of any other work that might, in the Publisher's judgment, interfere with or injure the sale of the Work.

9. Title of the Work

The rights in the title of the Work, and any series titles used on or in connection with the Work, including without limitation any trademark, service mark, or trade dress rights shall belong solely to the Publisher, and the Editors hereby transfer and assign to the Publisher in perpetuity any rights the Editors may have in such titles and trade dress.

10. Updates

This seems a promise of large future work.

If the Editors are unable or willing to prepare Updates to the Work in accordance with Publisher's schedule as set forth in subparagraph 1(a)(xi), Publisher shall have the right to arrange for Updates to be prepared by others. In such case, Publisher may deduct any costs and expenses, including royalties, from the sums and royalties due the Editors hereunder. Publisher may, at its option, terminate this Agreement with respect to any or all of the Editors pursuant to Paragraph 17 below in the event that the Editors fail to deliver three (3) consecutive updates. This Paragraph shall also apply to Revised Editions, if any, except that the Publisher may terminate this Agreement with respect to any or all Editors that in the event the Editors fail to produce one (1) Revised Edition.

11. Remainder Sales

When the Publisher determines that the demand for the Work is not sufficient to warrant maintaining an inventory of the Work, the Publisher may remainder or otherwise dispose of all bound copies, sheet stock, and electronic files.

12. Illustrative Material

All illustrative material shall be and remain the property of the Publisher and may be used by the Publisher in any other work without payment to the Editors.

13. Editors' Property

The Editors shall retain a copy of the Work, including any illustrative material. The Publisher may, after publication of the Work, dispose of the original manuscripts, illustrative material and proofs. The Publisher will, however, on written request made prior to publication, make reasonable efforts to return any original material supplied by an Editor. The Publisher shall not be responsible for loss of or damage to any property of the Editors or of any Contributor.

14. Name and Likeness

The Publisher shall have the right to use the name, likeness and biographical data of the Editors on any edition of the Work or in any derivative work thereof, and in advertising, publicity or promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work. The Editors shall provide, in a timely manner, any information reasonably requested by the Publisher for use in promoting and advertising the Work.

15. Credit

The Editors' names shall be listed on the cover and title page in the order set forth on the first page of this Agreement unless otherwise set forth below:

16. Resolution of Disagreements

In the event of any disagreement among the Editors that precludes the timely submission of a complete and satisfactory manuscript, or otherwise interferes with the publication of the Work, the Publisher shall have the right (but not the obligation) to determine how the disagreement will be resolved and its determination shall be final. In addition, in such event the Publisher shall have the right by written notice to terminate this Agreement with respect to one or more of the Editors, pursuant to Paragraph 17(b) below, or to discontinue the participation of one or more of the Editors, in which case the Editor shall not participate in any further efforts with respect to the Work or Revised Editions thereof, and such Editor's share of royalties shall be adjusted to reflect the amount of work actually performed by such Editor in relation to the published Work, as determined by the Publisher in its reasonable judgment.

17. Termination

(a) The Editors may jointly terminate this Agreement prior to publication by written notice to the Publisher if a petition in bankruptcy is filed by the Publisher, or a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or if the Publisher makes an assignment for the benefit of creditors.

(b) The Publisher may terminate this Agreement with respect to one or more Editors in the event:

This starts the section actually relevant to the Wegman/Said suits.

Writing and publishing non-original material, including much extracted from Wikipedia, may be deemed unsatisfactory.

- (i) an Editor resigns or fails to fully and satisfactorily perform such Editor's duties hereunder, whether as a result of disability, death, or otherwise; or
- (ii) the Editors fail to deliver a complete and satisfactory final manuscript on or before the Manuscript Due Date or fail or refuse to make the changes requested by Publisher pursuant to the terms of Paragraphs 1(a) and (c) above; or
- (iii) the Publisher does not exercise its exclusive option pursuant to Paragraph 1(b) above; or
- (iv) the Publisher exercises its right to terminate pursuant to Paragraph 17 above; or
- (v) publication may result in legal liability unacceptable to the Publisher in its sole judgment; or
- (vi) in the Publisher's judgment there have been adverse changes in economic or market conditions which would affect the Publisher's ability to market the Work.

(c) In the event of termination with respect to one or more of the Editors pursuant to sections (i), (ii) or (iv) of subparagraph (b) above, the Publisher shall have the right to appoint a new editor or otherwise complete the publication of the Work, and the Publisher shall have no further obligation or liability to the terminated Editor(s) hereunder. In such event, the terminated Editor(s) or the Editor(s)' personal representative shall promptly turn over to the Publisher all Contributor manuscripts in the Editor(s)' possession and all other material relating to the Work including the Editor(s)' materials relating thereto, which the Publisher shall own pursuant to Paragraph 3 above. In the event of termination as to an Editor pursuant to sections (i), (ii) or (iv) of subparagraph (b) above, the terminated Editor shall promptly repay to the Publisher any advances or other payments, if any, made to or on behalf of such Editor under this Agreement.

Does this mean Wegman/Said owed Wiley money in June 2012?

(d) In the event of termination pursuant to sections (iii), (v) or (vi) of subparagraph (b) above, the Publisher agrees to transfer to the Editors all rights herein granted to the Publisher in any discrete chapters contributed solely by the Editors, in lieu of any other damages or remedies, and the Editors may retain any advances or other payments, if any, made to the Editors under this Agreement, and the parties shall have no further obligation or liability to one another hereunder.

18. Warranties and Indemnities

(a) The Editors jointly and severally warrant and represent that:

- (i) with respect to any material prepared by the Editors for the Work, such material shall be original, except for such excerpts and illustrations from copyrighted works for which the Editors have obtained written permission from the copyright owners on a form approved by the Publisher, and such material shall not contain libelous or unlawful statements or instructions that may cause harm or injury and shall not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others;
- (ii) the Editors will not include in the Work any contribution or material written or illustrated by others that the Editors believe or have reason to know or suspect may not be original or may contain libelous or unlawful statements or instructions that may cause harm or injury or that infringes upon or violates any copyright, trademark, or other right or the privacy of others, and the Editors shall exercise due care in selecting contributors and reviewing contributions to minimize the risks of such infringements, instructions, and harms. The Editors shall have no affirmative obligation to investigate whether material written or illustrated by others would violate these warranties, so long as they do not have reason to know or suspect that it does;

This is obvious problem.

[REZ2011] is a problem as well, since it re-used some of the same text as Rezazad's dissertation [REZ2009], supervised by Wegman.

- (iii) to the best of the Editors' knowledge all statements asserted as fact in the Work are either true or based upon generally accepted professional research practices;
- (iv) the Editors have the full power and authority to enter into this Agreement and to perform the services required herein; and
- (v) any compensation to any other party who assists the Editors in performing services required of the Editors hereunder shall be the responsibility of and shall be paid by the Editors.

If Wiley forced resignations for cause, this may have cost \$.

(b) The Editors jointly and severally agree to indemnify the Publisher against all liability and expense, including counsel fees, arising from or out of any breach or alleged breach of these warranties. The foregoing shall not apply to spurious claims, which shall be the sole responsibility of the Publisher.

(c) The Editors' warranties and indemnities hereunder shall not be affected by the Publisher's failure to exercise its rights pursuant to Paragraph 17(b)(v) above or by any changes made in the Work on the advice of the Publisher or its counsel.

(d) Each party shall promptly inform the others of any claim made against any of them which, if sustained, would constitute a breach of any of the Editors' warranties. The Publisher shall have the right to defend any such claim, action or proceeding with counsel of its own choice and, after consultation with the Editors, to settle any such claim. The Editors shall fully cooperate with the Publisher in such defense and any Editor may join in such defense with counsel of such Editor's selection, at such Editor's expense.

(e) If any such claim is made, the Publisher may withhold payments due to the Editors under this Agreement or any other agreement to cover the Editors' indemnity stated above; provided however, that any sums so withheld, less any costs or expenses already incurred in defense of the claim, shall be remitted to the Editors after the successful disposition of the claim or after the claim has, in the Publisher's opinion, been abandoned.

19. General

(a) The engagement of the Editors is personal and the rights hereunder granted to the Editors are not assignable nor may the obligations imposed be delegated without the prior written consent of the Publisher; provided however, that an Editor may assign any sums due to such Editor hereunder without the Publisher's consent.

(b) The relationship between the Editors and the Publisher shall be that of independent contractors. No payments under this Agreement shall be or be deemed to be compensation or salary to the Editors providing or entitling the Editors (or any employee of an Editor) to any employment benefits from the Publisher. The Editors are not authorized to make any commitments on behalf of the Publisher without the Publisher's prior written consent. Only the Publisher may accept contributions for publication.

(c) Except as provided herein, this Agreement shall inure to the benefit of the heirs, successors, administrators, and permitted assigns of the Editors and the subsidiaries, successors, and assigns of the Publisher.

(d) This Agreement shall not be subject to change or modification in whole or in part, unless in writing signed by both parties.

(e) All notices to be given by any party hereunder shall be in writing and shall be sent to an Editor at the Editor's address as it is set forth in this Agreement unless such address has been changed by proper written notice, or to the Publisher addressed to the attention of the Vice President & General Manager.

(f) No waiver of any term or condition of this Agreement or of any part thereof shall be deemed a waiver of any other term or condition of this Agreement or of any breach of this Agreement or any part thereof.

(g) This Agreement shall be construed and interpreted as if wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Agreement or the

So, there should be a paper trail.

breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by first class mail at the last known address of such party.

(h) The provisions of Paragraphs 15 and 19 above and this Paragraph shall survive termination of this Agreement.

ACCEPTED AND AGREED:

JOHN WILEY & SONS, INC.

By: Edward Wegman

By: Janet Bailey

Name: Edward J. Wegman

Name: Janet Bailey
Title: Vice-President, STM Books 3/2/09

[Redacted]
Social Security Number

ewegman@gmail.com
Email Address

By: David W. Scott

Name: David W. Scott

[Redacted]
Social Security Number

scottdw@rice.edu
Email Address

By: Yasmin H. Said

Name: Yasmin Said

[Redacted]
Social Security Number

ysaid99@hotmail.com
Email Address

By: Jeffrey L. Solka

Name: Jeffrey L. Solka

[Redacted]
Social Security Number

jlsolka@gmail.com
Email Address

EXHIBIT B: ADVISORY EDITOR AGREEMENT

ADVISORY EDITOR AGREEMENT

AGREEMENT dated this XXXXXX day of XXXXXX, by and between XXXXXX (the "Advisory Editor") and John Wiley & Sons, Inc., of 111 River Street, Hoboken, NJ (the "Publisher").

This will confirm that the Publisher has commissioned the Consulting Editor to provide services as provided below, in connection with the forthcoming collective work tentatively entitled *Wiley Encyclopedia of Computational Statistics* (the "Work"), to be edited by Edward Wegman, David W. Scott, Yasmin H. Said, and Jeffrey L. Solka, (the "Editors"), to be published by the Publisher. The terms are as follows:

1. The Advisory Editor's Services

The Advisory Editor shall provide the following services and/or material in cooperation with the Editors:

- (a) advise on the contents of the Contributions to the Work;
- (b) provide suggestions for Contributors of articles for the Work and provide Contributors' names and addresses to the Publisher; and
- (c) supervise the preparation of the Work when applicable and so advised by the Editors.

2. Ownership

All services provided hereunder shall be considered a work made for hire to the Publisher, and the Publisher shall own all proprietary rights of any kind thereto, including but not limited to the copyright and all of the rights comprised in the copyright in any material delivered to the Publisher in connection with the Advisory Editor's provision of services hereunder. To the extent any such material does not qualify as a work made for hire, the Advisory Editor hereby transfers to the Publisher during the full term of copyright and all extensions thereof the full and exclusive rights comprised in the copyright and any other proprietary rights in and to the services and/or material and any revisions thereof, including but not limited to the right, by itself or with others, throughout the world, to print, publish, republish, transmit and distribute the material and to prepare, publish and distribute derivative works based thereon, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

The Publisher shall have the right to make such revisions, deletions or additions to any material that the Publisher may deem advisable in the interest of space and uniformity of style and presentation, provided that the accuracy of the text is not impaired.

3. Advisory Editor Use

The Advisory Editor may draw on and refer to material provided by the Advisory Editor hereunder in preparing other articles for publication in scholarly and professional journals and papers for delivery at professional meetings, provided that credit is given to the Work and to the Publisher.

4. Warranty

The Advisory Editor represents and warrants that: all services and/or material provided hereunder are original except for material from previous editions and excerpts and illustrations from copyrighted works for which the Advisory Editor or the Contributor has obtained written permission from the copyright owners at the Advisory Editor's or the Contributor's expense on a form approved by the Publisher; no material delivered hereunder has been previously published or is in the public domain; the Advisory Editor has the right to convey all the rights herein conveyed to the Publisher; the services and/or material contain nothing libelous or unlawful, contain no instructions that may cause harm or injury and do not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy

of others; and all statements asserted as fact in any material delivered hereunder are either true or based upon generally accepted professional research practices.

5. Use of Name

The Publisher shall have the right to use the Advisory Editor's name, likeness or professional credits on any edition of the Work or in any derivative work thereof, and in advertising, publicity or promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work.

6. Access

The Publisher shall provide the Advisory Editor with complimentary access to the Internet version of the work during the Advisory Editor's tenure. The access shall commence when the Encyclopedia is posted by the Publisher.

7. Copies

If the Work is published in print format, upon publication, Wiley shall give one free copy of the Work to the Advisory Editor. The Advisory Editor may purchase, for personal use only, additional copies of the Work or other Wiley products, except journals, at a discount of 25% from the then current United States catalog list price.

8. Termination

The Publisher may terminate this Agreement in the event:

- (i) the Advisory Editor does not provide services and/or material pursuant to Paragraph 1 above, or fails or refuses to make changes requested by the Publisher;
- (ii) the Publisher, in its sole judgment, chooses not to publish the Work; or
- (iii) the Publisher provides sixty (60) days prior written notice.

In such event this Agreement shall terminate, and thereafter neither party shall have any further obligation or liability to the other hereunder, except as otherwise set forth in Paragraph 4 above.

9. General

- (a) The relationship between the Advisory Editor and the Publisher shall be that of independent contractor. No payments under this Agreement shall be or be deemed compensation or salary to the Advisory Editor providing or entitling he or she (or any employee of the Advisory Editor) to any employment benefits from the Publisher. The Advisory Editor is not authorized to make any commitments on behalf of the Publisher without the Publisher's prior written consent. Only the Publisher may accept contributions for publication.
- (b) This Agreement shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suite or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in the State of New York, County of New York, and each party hereby consents and submits to the jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

ACCEPTED AND AGREED:

JOHN WILEY & SONS, INC.

By: _____

By: **Janet Bailey**

Name: _____

Name: _____

Date: _____

Title: **Vice-President, STM Books**

Date: _____

EXHIBIT C: CONTRIBUTOR AGREEMENT

CONTRIBUTOR AGREEMENT

Agreement dated XXXXXX by and between XXXXXX the "Contributor(s)") and John Wiley & Sons, Inc. (the "Publisher"), 111 River Street, Hoboken, New Jersey 07030.

The Publisher hereby commissions the Contributor to prepare an original and previously unpublished contribution (the "Contribution") on the subject of XXXXXX for inclusion in the forthcoming collective work (the "Work") tentatively entitled Wiley Encyclopedia of Computational Statistics, edited by Edward Wegman, David W. Scott, Yasmin H. Said, and Jeffery J. Solka, (the "Editors") to be published by the Publisher. The terms are as follows:

1. **THE CONTRIBUTION.** The contribution shall consist of approximately XXXXXX printed pages (a printed page of text consists of approximately 500 words) including illustrations, figures and tabular materials and shall be submitted not later than XXXXXX (the "Due Date") unless the Publisher has agreed to extend the time in writing. A double-spaced manuscript is typically 250 words.

The final manuscript shall be submitted in computer disk format, together with two printouts, double-spaced on 8-1/2" x 11" white paper, printed on one side only with pages numbered consecutively, complete and satisfactory to the Publisher in organization, form, content and style.

If the Contributor delivers the final manuscript on or before the Due Date, the Editor shall, on the Publisher's behalf, notify the Contributor whether the Contribution is, in the Editor's judgment, complete and satisfactory and acceptable for publication. If the Contribution is not submitted on or before the Due Date or is not complete and satisfactory to the Editor, the Publisher may either terminate this agreement pursuant to Paragraph 8 below or request changes that would make the Contribution complete and satisfactory. If the Contributor does not make the changes requested by the Editor within a reasonable time set by the Editor, or if, notwithstanding such changes, the Contribution is not, in the Editor's judgment, complete and satisfactory, the Publisher may terminate this Agreement pursuant to Paragraph 8 below.

2. **OWNERSHIP.** The Contribution, including all illustrations, figures, tabular and other supplementary materials, shall be considered a work made for hire to the Publisher, and the Publisher shall own the copyright and all of the rights comprised in the copyright. To the extent that the Contribution or any material contained therein or attached thereto does not qualify as a work made for hire, the Contributor hereby grants, transfers and assigns to the Publisher for the full term of copyright and all extensions thereof the full and exclusive rights comprised in the copyright in and to the Contribution and the material contained therein and any revisions thereof, and all other proprietary rights thereto, throughout the world, including but not limited to the right, by itself or with others, to print, publish, republish, transmit and distribute the Contribution and to prepare, publish, transmit and distribute derivative works based thereon, in all languages and in all media of expression now known or later developed, and to license or permit others to do so.

The Editor and Publisher shall have the right to make such revisions, deletions or additions to the Contribution that they may deem desirable in the interest of space and uniformity of style and presentation, provided that the accuracy of the text is not impaired.

3. **CONTRIBUTOR USE.** The Contributor may draw on and refer to material in the Contribution in preparing other articles for publication in scholarly and professional journals and papers for delivery at professional meetings, provided that credit is given to the Work and to the Publisher.

4. **USE OF NAME.** The Publisher shall have the right to use the Contributor's name, likeness or professional credits on any edition of the Work or any derivative work thereof, and in advertising, publicity or promotion related thereto and may grant such rights in connection with the license of any subsidiary rights in the Work.

5. **CONSIDERATION.** The Publisher will provide each contributor complimentary online access to the Work for twelve (12) months upon publication of the contribution, and for any period thereafter during which Contributor

is: (i) actively preparing Updates; or (ii) available to prepare Updates, and the Publisher agrees that such Updates may be desired from the Contributor. The Contributor may purchase, for personal use only, copies of the Work at a discount of 25% from the then current United States catalog price list.

6. **UPDATES AND REVISED EDITIONS.** The Publisher may choose to update the Work and may, if it chooses, request the Contributor to update the Contribution. In the event the Contributor modifies or otherwise changes or enhances the Contribution for any update or revised edition of the Work, the terms of this Agreement shall apply to said update and/or revision.

7. **WARRANTY.** The Contributor represents and warrants that: the Contribution is original except for excerpts and illustrations from copyrighted works for which the Contributor has obtained written permission from the copyright owners at the Contributor's expense on a form approved by the Publisher; the Contribution has not been previously published and is not in the public domain; the Contributor owns and has the right to convey all the rights herein conveyed to the Publisher; the Contribution contains no libelous or unlawful material, contains no instructions that may cause harm or injury and does not infringe upon or violate any copyright, trademark, trade secret or other right or the privacy of others; and all statements asserted as fact in the Contribution are either true or based upon generally accepted professional research practices.

8. **TERMINATION.** The Publisher may terminate this Agreement in the event:

(a) the Contributor does not deliver the final manuscript on or before the Due Date pursuant to Paragraph 1 above, or fails or refuses to make the changes requested pursuant to Paragraph 1 above; or

(b) the Publisher, in its sole judgment, chooses not to publish the Contribution.

In case of such termination, the Publisher shall return the Contribution to the Contributor as soon as practicable and shall simultaneously revert all rights in the Contribution to the Contributor, and thereafter neither party shall have any further obligation or liability to the other hereunder.

9. **GENERAL.** This Agreement shall be construed and interpreted pursuant to the laws of the State of New York applicable to contracts wholly entered into and performed in the State of New York. Any legal action, suit or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in a court of competent jurisdiction in New York County in the State of New York and each party hereby consents and submits to the personal jurisdiction of such court, waives any objection to venue in such court and consents to service of process by registered or certified mail, return receipt requested, at the last known address of such party.

AGREED AND ACCEPTED:

JOHN WILEY & SONS, INC.

By: _____

By: Janet Bailey

Name: _____

Name: _____

Date: _____

Title: Vice-President, STM Books

Date: _____

Note to U.S. Government Employees

A Contribution prepared by a U.S. federal government employee as part of his/her official duties is called a "U.S. Government work," and is in the public domain in the United States. In such case, the Contributor in his/her capacity as the author and as a government employee hereby grants to the Publisher all exclusive rights in the

Contribution outside the United States, and represents to the Publisher that he/she has the authority to do so. If the Contribution was not prepared as a part of the employee's duties, it is not a U.S. Government work. If the Contribution was prepared jointly, and any co-contributor is not a U.S. government employee, the Contribution is not a U.S. Government work. In such case, the co-contributor who is a non-U.S. government employee should be delegated in writing by the other co-contributors to sign this Agreement on their behalf.

EXHIBIT A: SCHEDULE

Contributor/Mss. template guide created by	3/1/2006		
Advisory Board finalized by	3/15/2006		
Working word list developed by	4/1/2006		
First batch of contributor names and solicitations completed by	5/1/2006		
Second batch of contributor names and solicitations completed by	6/1/2006		
Third batch of contributor names and solicitations completed by	7/1/2006		
Fourth (and last) batch of contributor names and solicitations completed by	8/1/2006		
First article (for on-line edition) submitted to production by	10/15/2006		
On-line edition launch by	2/1/2007	FY07	Actual: 7/xx/2009
Last article (for on-line edition) submitted to production by	5/1/2007		
Last article (for print edition) submitted to production by	10/1/2007		
Print edition launch by	3/1/2008	FY08	Due date 2006A

This contradicts 1. (vi), which has Due Date 2006A:
 "submit to the Publisher the complete final manuscript of the Work (including any material to be written by an Editor) and all signed Contributor's Agreements not later than October 15, 2006 unless the Publisher has agreed to extend the time in "Writing (the "Manuscript Due Date").

Exhibit A seems less unrealistic, but still very hard for 4 people with full-time jobs and many distractions. Unsurprisingly, they did not make this schedule either.

Actually, to see how far off they were, this envisioned 300 "core" articles.

When this transmuted into WIRES:CS:

2009.07 July-August first issue, http://wires.wiley.com/WileyCDA/WiresIssue/wisId-WICS_1_1.html

2011.05 May-June by then, in 2 years, ~156 articles had been done and they probably reached 300 in mid 2013.

Basically, the on-line edition slipped 2.5 years, and 300-article completion slipped about 6 years.

In 2013, Amazon still thought Wegman, Scott, Said and Solka, 3760 pages was published 10/25/10, but says pre-order.

Obviously this was still believed in 2010.

https://web.archive.org/web/*/http://www.amazon.com/Encyclopedia-Computational-Statistics-Edward-Wegman/dp/0470054077

DC covered some of the history, as of July 2012, when some thought it was to be released in 2012.

<http://deepclimate.org/2012/07/13/wegman-and-said-leave-wiley-journal-and-said-disappears-from-gmu>

In 2015, Amazon shows that the book will appear 01/09/19, by Wegman, Scott, Said and Solka, 3760 pages

<http://www.amazon.com/Encyclopedia-Computational-Statistics-Edward-Wegman/dp/0470054077>

In 2015, Amazon has Wegman's *Controversy in Global Warming: A Case Study in Statistics* to be published 05/22/20, 288p

<http://www.amazon.com/Controversy-Global-Warming-Study-Statistics/dp/0470147849>

It originally was going to be published in Fall 2007, and there is some hint Said was supposed to work on it.

Clearly, by this time they realized the plan really was not working.

January 31, 2008

Edward Wegman
George Mason University
Center for Computational Statistics
MS 4A7
157 Science-Technology II
Fairfax, VA 22030

Yasmin H. Said
23044 Winged Elm Drive
Clarksburg, MD 20871

David W. Scott
Department of Statistics, MS-138
Rice University
P.O. Box 1892
Houston, TX 77251-1892

Jeffrey ~~S.~~ Solka
Advance Computation Technology Group (Code B10)
Systems Research and Technology Department
Dahlgren Division of the Naval Surface Warfare Center
Dahlgren, VA 22448-5100

Dear Drs. Wegman, Said, Scott, and Solka:

This letter, when signed by you (individually an "Editor" and together the "Editors") and by us (the "Publisher"), shall serve to amend the Agreement between us, dated January 15, 2006 (the "Agreement"), concerning the work tentatively entitled: WILEY ENCYCLOPEDIA OF COMPUTATIONAL STATISTICS (the "Work"). Except as provided herein, all defined terms have the same meaning as in the Agreement. We hereby agree as follows:

1. Jeffrey ~~S.~~ Solka shall be deleted as co-editor under the Agreement.
2. It is understood that Jeffrey ~~S.~~ Solka has not contributed any copyrightable material to the Work and has no rights in and to the Work. Upon execution of this amendment, neither Edward Wegman, David W. Scott and Yasmin H. Said nor the Publisher shall have any further obligation or liability to Jeffrey ~~S.~~ Solka in connection with the Work or the Agreement.
3. Paragraph 1(a) of the Agreement is amended to specify that the Publisher has approved the Editors' selection of all Contributors to the Work.

This is slightly strange, given the detailed schedule in earlier Exhibit A.

4. Paragraph 1(a) (vi) of the Agreement is amended to delete the Manuscript Due Date of October 15, 2006, and is replaced with the following:

The Editors will deliver the first twenty-five percent (25%) of the high priority "core" content articles for the Work by June 15, 2008; the next twenty-five percent (25%) of the high priority "core" contents for the Work by September 15, 2008; and the final fifty-percent (50%) of the high priority "core" articles for the Work by February 1, 2009. The parties agree that upon the Editors' delivery of one-hundred percent (100%) of the high priority "core" contents for the Work, in organization, form, content and style satisfactory to the Publisher, the final and completed Work will be deemed accepted by the Publisher. For purposes of clarification "core content" is defined as no less than 300 high-priority articles appropriate for inclusion in the Work.

Due dates
2008-1
2008-2
2008-3

They obviously did not make this schedule. As before:
2009.07 July-August first issue,
2011.05 May-June
By then, in 2 years, ~156 articles had been done and they likely reached 300 in mid 2013 ...
so that milestone slipped ~4+ years.

5. Paragraph 5(e) shall be deleted and replaced with the following:

"The royalties accruing to the Editors under the Agreement shall be divided as follows:

Edward Wegman	37.5%
Yasmin H. Said	37.5%
David W. Scott	25%

37.5% * 7% = 2.625% of royalties and WIREs:CS was at first free.

6. To compensate the Editors for costs incurred in commissioning the first twenty-five percent (25%) of the high priority "core" contents for the Work, the Publisher will pay Yasmin H. Said a grant-in-aid in the amount of ten thousand dollars (\$10,000.00) as follows:

Five thousand dollars (\$5,000.00) upon execution of this letter; and five thousand dollars (\$5,000.00) upon acceptance by the Publisher of the first twenty-five percent (25%) of the high priority "core" contents for the Work, satisfactory to the Publisher in all respects. Such sum is nonrefundable except as set forth in the Agreement.

Jan 2008
\$5,000
~April 2010
\$5,000

7. To compensate the Editors for costs incurred in commissioning the final seventy-five percent (75%) of the high priority "core" contents for the Work, the Publisher will pay Yasmin H. Said an advance in the amount of ten thousand dollars (\$10,000.00) as follows:

Five thousand dollars (\$5,000.00) upon acceptance by the Publisher of fifty percent (50%) of the high priority "core" contents for the Work, satisfactory to the Publisher in all respects; and five thousand dollars (\$5,000.00) upon acceptance by the Publisher of one-hundred percent (100%) of the high priority "core" contents for the Work, satisfactory to the Publisher in all respects. Such advance shall be recouped by the Publisher solely from royalties and other proceeds due Edward Wegman under the Agreement and any other agreement between Edward Wegman and the Publisher.

May 2011
\$5,000
Resigned before

Advance goes to Said, but gets deducted from Wegman's money. (?)

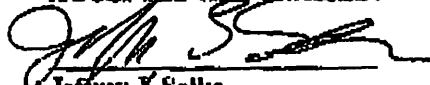
8. Paragraph 15 of the Agreement is deleted in its entirety and replaced with the following:

"The Editors' names shall be listed on the cover and title page of the Work in the following order: Edward Wegman, Yasmin H. Said, and David W. Scott."

9. The work will hereafter tentatively be titled: "Wiley Interdisciplinary Reviews: Computational Statistics."

10. The parties agree that the duties and obligations of the Editors are generally described in Exhibit A attached hereto and made a part hereof.

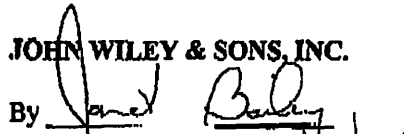
All other terms and provisions of the Agreement remain in full force and effect and are hereby ratified and reaffirmed. Signatures of the Editors and the Publisher below indicate consent and agreement to the foregoing. The parties agree that this letter may be signed in counterparts.

ACCEPTED AND AGREED:

Jeffrey J. Solka


Edward Wegman


Yamin H. Said


David W. Scott

JOHN WILEY & SONS, INC.
By 
Janet Bailey 4/22/08
Vice President &
Publishing Director
Physical Sciences Books

The document was dated 01/31/08, and timing unknown, but seems curious that it took nearly 3 months before Janet Bailey signed off.

Wegman and Said engaged in numerous distractions, including much foreign travel during the 2006-2009 time. *The commitments were absurdly optimistic, in my opinion.* It is a fact that they kept missing schedules by years. [MAS2013a §0.3] summarizes the activities in one chronology, but an updated version is also included. [MAS2013a §H] discusses the distractions in detail. [MAS2013a §S] discusses the sequence of revisions made by Said to gain an alcoholism-research fellowship, an uphill effort that faced skepticism from reviewers. She made many promises like "is my strong desire to continue working in this health related area for my entire career" and (failed) commitments to take many courses to fill holes in background. The intense effort was simultaneous with the commitment to Wiley and work on the Wegman Report. Progress reports were always optimistic and glowing ... but 3 years yielded no obvious peer-reviewed publications.

It is fair to say that, when we proposed Yasmin for the role of Managing Editor, we had underestimated the complexity of managing this project remotely via Manuscript Central. In particular, the necessity of keeping detailed project records via spreadsheet, in addition to staying on top of Manuscript Central (with its known quirks and occasional bugs), answering routine administrative queries, and addressing substantive content-related questions, seems to place an onerous burden on Yasmin. Matters are further complicated by Yasmin's extended foreign absences (with attendant time zone issues and sometimes limited connectivity), which we had not quite foreseen.

Our proposed solution is to redistribute the workload such that all tasks of an administrative nature are undertaken by an in-house staff member, freeing Yasmin to concentrate on those issues that require her scientific and editorial input. This proposal is not intended to be a comment on Yasmin's willingness or ability to undertake the tasks at hand (neither of which has ever been in doubt). Rather, it reflects a realization on our part that we, as a team, will struggle to meet the goals we have set for ourselves unless we bring additional administrative resource into play. This will be increasingly significant as the flow of submitted contributions increases in the coming months, requiring both editorial attention (from Yasmin) and administrative attention (from us). Furthermore, since an experienced staff member has now become available, having recently completed another major project, we should take the opportunity to bring her on board.

Presumably
Cassie
Strickland?

Finally, it is our absolute intention that Yasmin and her coeditors will retain complete editorial control over authors, reviewers, and the content of the publication, as provided for in the existing agreement between us, subject to the agreed specifications of the WIREs model.

Administrative tasks

These are the tasks that we are proposing should be undertaken by the in-house project manager (PM). We are assuming that Yasmin would represent the Editors in Chief collectively and would be the main point of contact for the PM.

- Set up and send all (future) author invitations, including invitations to back-ups in cases where the first choice declines
- Check e-mail correspondence in the compstats mailbox on a daily basis
- Promptly answer all routine questions concerning:
 - article preparation/Guide for Authors
 - article templates (Word, LaTeX)
 - Manuscript Central submission
 - article submission deadlines

- peer review process
- revision process
- WIREs publishing model in general
- Liaise closely and regularly with the Editors in Chief on all questions concerning scope or scientific content of articles, overlaps with other commissioned articles, particular considerations relating to individual authors, etc.
- Forward all author communications touching on these issues to the Editors in Chief
- Log all status changes in the master tracking spreadsheet and ensure that this document is kept up to date
- Manage the MC site, including all agreed modifications to article due dates, topics, authors, etc.
- Report on progress to monthly content management meetings chaired by Geoff Reynolds
- Chase authors via standard MC chase e-mails and, where necessary, by hand-crafted e-mails and phone calls
- Traffic manuscripts via MC queues to editors in chief for final approval
- Manage pretransmittal assessment (PTA) work with vendors
- Following PTA, approve all articles for onward transmittal to production
- Liaise with Wiley production editors to see articles safely to publication.

Editorial tasks

These are the tasks that we would expect to be part of the duties of the Editors in Chief:

- In general, work closely with the PM to maximize the quality and timeliness of the contributions and to ensure that all due dates are met
- Direct the PM as to which author invitations to send, to whom, and when
- Suggest additional contributor names and article topics as necessary and supply this information to the PM
- Vet and approve contributor names suggested by others (e.g. by declining authors); direct the PM as to the order in which alternate authors should be approached
- Respond to all queries from authors concerning the editorial or scientific substance of their contributions (such queries will routinely be forwarded by the PM)
- Confirm and manage membership of the international advisory board for the project
- Review, or nominate reviewers for, each contribution
- Following peer review, formally sign off/approve all contributions for publication
- Following initial launch of the WIRE, manage the continued editorial development of the work through ongoing topic selection and author nomination
- Chair/participate in editorial meetings as necessary/appropriate

Seems to mean that some papers just get Editorial review, possibly by Said alone.