

BEFORE THE AMERICAN ARBITRATION ASSOCIATION

In the Matter of the Arbitration between:

MARK WATTS (hereinafter referred to as "Claimant")

-and-

JOAN WATTS, ANNE WATTS and the ESTATE OF MARY
JANE WATTS (hereinafter referred to as "Respondents") .

CASE NO.: 74E181160699

AWARD OF ARBITRATOR

I, THE UNDERSIGNED ARBITRATOR, having been designated in accordance with the Arbitration Agreement entered into by the above named parties and dated May 7, and 28, 1996, and having been duly sworn and having duly heard the proofs and allegations of the Parties, find and AWARD as follows:

1. The procedural objections raised by Claimant in his post-hearing submissions are without basis. Therefore, Claimant's request for a stay and/or reopening of the proceedings is denied.
2. Claimant has failed to substantiate his claim that his rights have been affected because respondents failed to disclose certain communications with Big Sur Recordings prior to the May 1996 settlement agreement between Claimant and Respondents (the 1996 Settlement Agreement). Claimant was not shown bad faith by Respondents in their pre-settlement communications with Big Sur. Moreover, this claim is barred by the 1996 Settlement Agreement.
3. Claimant has failed to substantiate his claim that Respondents interfered with his relationship with the Charles E. Tuttle Company of Boston following the 1996 Settlement Agreement. Therefore, Claimant's claim to damages in the amount of \$10,000 for such alleged interference is denied.
4. Claimant has failed to substantiate his claim that because Respondents released to him rights to audio tapes and transcripts,

any literary work of whatever origin and published at whatever time deriving from taped lectures now belongs to Claimant. Pursuant to the 1996 Settlement Agreement, with limited exception, "any and all rights [petitioner might] have to Alan Watts' written literary works, published or unpublished" were released to Respondents. This release included, by definition, all literary works published by Alan Watts during his lifetime (regardless of derivation or origin). Therefore, as between the parties hereto, Respondents have the rights to all written literary works, published or unpublished, of whatever origin or derivation existing as of the date of the 1996 Settlement Agreement except as otherwise provided in that Agreement and/or in Exhibit A thereto.

5. Claimant has failed to substantiate his claim that Respondents breached the 1996 Settlement Agreement by entering into a settlement agreement with Claimant's siblings in 1999. In 1999, Respondents could not, and did not purport to, give to Claimant's siblings any rights that had been given to Claimant under the terms of the 1996 Settlement Agreement. If Claimant disputes any right asserted by his siblings, the proper course of action is to pursue the matter with them.

6. Claimant has failed to substantiate his claim that the Society for Comparative Philosophy granted him any right(s) to publish articles and other excerpts appearing in the Alan Watts Journal. Paragraph 3(b) of the 1996 Settlement Agreement releases to Claimant rights to those specific literary titles set out in the exhibit thereto, "including but not limited to those parts of books based upon Alan Watts' Journal excerpts and/or Alan Watts' articles as they appear in those titles." That paragraph also provides that certain works published by Claimant after Alan Watts' death and deriving from articles appearing in the Alan Watts Journal revert to Respondents in the event those works go out-of-print for a period in excess of three months. These publication rights have reverted to Respondents with respect to "The Way of Liberation in Zen Buddhism" and the "La Letter Quarterly" publication listed on Exhibit A to the 1996 Settlement Agreement.

7. Claimant's distribution of remaindered copies of newsletters obtained from the Society for Comparative Philosophy and distributed by Claimant with the consent of the Society does not constitute publication, by Claimant, of these works. Claimant's assertion of publication rights on this basis is therefore denied.

8. Claimant has also failed to substantiate the balance of his claims. Therefore, those claims made by Claimant in this proceeding and not specifically addressed above are denied. Claimant's requests for declaratory and injunctive relief are also denied.

9. Paragraph 15 of the 1996 Settlement Agreement provides that the prevailing party in a proceeding brought to enforce the terms of that Agreement shall be entitled to reasonable attorney's fees and costs. Respondents are the prevailing party for the purposes of this proceeding. Therefore, Claimant shall pay to Respondents the sum of \$13,561.50, representing attorneys fees incurred by Respondents in connection with this proceeding since Claimant filed his demand for this arbitration on November 22, 1999.

10. The fees and expenses of the American Arbitration Association (the AAA), totaling \$538.50 shall be borne by Claimant. Therefore, Claimant shall pay to Respondents the sum of \$13.50 for fees and expenses previously paid to the AAA by Respondents.

This award is in full settlement of all claims submitted to this arbitration.

Dated: March 29, 2000

As amended: April 24, 2000

Jon H. Sylvester, Arbitrator