

Exhibit 3: The transcripts corroborating Lindner's Shareholder Proposal

Note: This document is **censored** at the demand of American Express (Amex), which was accepted by Magistrate Judge Katz in the Southern District of New York (SDNY) and so ordered. Peter Lindner feels that Amex has misled the public with its statements in Courtroom filings that such Peter Lindner's allegations were

- 1) imagined (to use Amex's phrase: "auditory hallucinations" May 8, 2008 transcript of Deposition of Peter Lindner, #179174) or
- 2) never happened or
- 3) positive statements that had no negative connotations.

It contains three deletions or censored portions:

- 1) **B.5.2. Exhibit DEF00370, which is the handwritten quote of Qing taken by Mr. Brown over the phone** This document will be introduced at trial and specifically Amex asked that it cannot be shown beforehand by the request of Amex. This proves that Qing admitted to Amex's Vice President that Qing breached the June 2000 Amex-Lindner contract by giving "any information" about Peter Lindner to a prospective employer (Boaz Salik of FischerJordan). This also showed that Qing had given negative information to that prospective employer, specifically Qing said "I don't think he can work here."
- 2) **C.6. An excerpt from the still sealed, thus secret, transcript** Amex has requested that this transcript never be unsealed. It disproves the contention by Amex made to a US Federal Judge (US District Judge John Koeltl) that Mr. Lindner was never stopped from communicating with the SEC. In both examples, Amex convinced Magistrate Judge Katz (SDNY) to seal the entire transcript, which Mr. Lindner seeks to unseal.
 - a. This is a two-sentence excerpt, page 4, lines 2-6, and lines 12-14.
 - b. A full page screen print of page 4

Written Thursday, May 14, 2009

A. Why Transcripts are Provided: To show that Amex misrepresented itself

This entire Shareholder Proposal is based upon American Express' (Amex's) failure to obey the Code of Conduct ("Code") that Amex has filed with the Securities and Exchange Commission (SEC) in compliance with Sarbanes-Oxley.

B.1. Amex's 3 Objections

In other words, had Amex followed the rules that its own Code given to the SEC, then this Shareholder Proposal would not be necessary. Amex has asserted to the SEC

1. that there is no factual basis for Mr. Lindner's Shareholder Proposal
2. that this Shareholder Proposal is not a matter of discrimination or of a socially important policy, but is instead, "ordinary business"

3. that it is a personal grievance

You can see these reasons in Amex's 34 page submission to the SEC of December 17, 2008:

<http://www.sec.gov/divisions/corpfin/cf-noaction/14a-8/2008/peterlindner121708-14a8-incoming.pdf>

B.2. Did Qing breach Paragraph 13 of the June 2000 Amex-Lindner contract?

Mr. Lindner alleges that Qing Lin sexually harassed Peter Lindner in 1998 as an Amex employee, and then engineered to fire Mr. Lindner and then retaliated and provided a bad reference to Mr. Lindner who had applied for a job at General Electric. After an out-of-court June 2000 Amex-Lindner contract settlement which terms were secret¹, peace reigned for 5 years until Qing "allegedly" gave "any information" to a prospective employer FischerJordan. Amex investigated this issue twice, the second time at the behest of the Secretary of the Corporation Stephen Norman, Esq., and found that indeed Qing told Fischer Jordan that "I don't think Peter Lindner can work here". This violates paragraph 13 of the June 2000 Amex-Lindner contract, since 7 people could not give "any information" about Peter Lindner and should direct all requests to Human Resources. Amex proceeded to tell the Court in June 2008 that actually, Mr. Lindner alleged that Qing provided "negative" information; well, that is true to an extent, but the breach of contract is for "any information" good/bad/indifferent. So,

“4 Q[Mr. Lindner:] Did they tell you not to disclose any
5 information?

6 A [Qing:] Yes.

7 Q Did you disclose any information?

8 A Yes.

9 Q To whom did you disclose it?

10 A Boaz Salik.”

[page 175, lines 4-10, See Appendix C for Jan 15, 2009 excerpt of Qing Lin's sworn testimony]

“16 Q [Mr. Lindner:] I'd like to ask you one more thing, and

17 then we will break for lunch. It says, "And to

18 direct all requests for references or inquiries

19 received by such employees regarding Mr. Lindner,

20 to the appropriate Human Resources individuals."

21 Did you direct Mr. Boaz to the appropriate HR,

22 Human Resource individual?

¹ The Amended Complaint has a secrecy clause in paragraph 11, but that secrecy disappeared when Qing breached the June 2000 Amex-Lindner contract in March 2005. Here's the secrecy paragraph excerpt:

“11. Mr. Lindner represents and agrees that he will keep the terms and the amount of this Agreement completely confidential, that he has not disclosed and will not hereafter disclose any information concerning this Agreement to anyone, including, but not limited to, any past, present or prospective employees of the Company, except as required by law and to secure advice from a legal or tax advisor.”

1999.

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY,

INC.

Dated: 6/23/00

Judith A. Walden, Esq.
by:

Dated: 6/24/00

ASH GUPTA

Ash Gupta

Ash Gupta

at the following Company
Lindner's employment or
on outside of the Company and
such employees regarding Mr.
Ash Gupta, Qing Lin, Daniel
Richard Tambor.

Dated: 6/22/00

RICHARD TAMBOR

Richard Tambor

Richard Tambor

Dated: June 15, 2000

PETER LINDNER

Peter Lindner

Peter Lindner

- 23 A [Qing:] No.
 - 24 MR. LINDNER: Thank you very much. "
- [page 177]

The June 2000 Amex-Lindner contract is in the Amended Complaint filed in SDNY, and paragraph 13 appears as:

"13. The Company agrees to instruct and direct the following Company employees not to disclose any information regarding Mr. Lindner's employment or termination of employment from the Company to any person outside of the Company and to direct all requests for references or inquiries received by such employees regarding Mr. Lindner to the appropriate human resources individual(s): Ash Gupta, Qing Lin, Daniel Almenara, Raymond Joabar, Wei Chen, Claudia Rose and Richard Tambor."
[Case 1:06-cv-03834-JGK-THK Document 17 Filed 12/20/2006 Page 13 of 16]

This secret document was signed on page 15 by Mr. Lindner, as well as Qing's boss, Ash Gupta, who as of May 13, 2009 is Amex's President of Banking.

B.3. Instruct and Direct

For the record, the General Counsel's office assigned Ash Gupta to be the person who would "instruct and direct" the 7 employees, including Ash Gupta and Qing Lin according to Amex and to Qing Lin. However, this can not be proven, since Amex refused to allow Ash to be deposed, and somehow had no documentation of that happening, and then refused to allow a search of its archives or personnel folders for that proof. In fact, Amex considered it over broad to produce Mr. Lindner's or Qing's personnel file in this EEOC case regarding the violation of Title VII of the US Civil Rights Act of 1964, and the violation of the NY State and NYC laws on discrimination in employment. The Judge not only agreed with Amex, but felt it would be wrong to compel Amex to produce the personnel files of any of these 2-3 people.

The Magistrate Judge Katz did however compel Ash Gupta to answer 15 questions, however, Ash only answered one of them, and MJ Katz agreed with Amex that Mr. Gupta did not need to answer any of the other questions, including whether he found out about what Qing

GUPTA QUESTION NO. 3: Identify and describe in detail any and all discussions you had concerning the 2000 Settlement Agreement with any American Express employee.

OBJECTIONS AND RESPONSES TO GUPTA QUESTION NO. 3: Defendant

objects to this Question No. 3 because it violates the express terms of the Order. Defendant further objects to this question on the grounds that it is unduly vague, overbroad and purports to seek information wholly irrelevant to the claims and defenses at bar and/or information protected by the attorney-client privilege. Subject to the foregoing objections and without waiving same, Gupta responds to this Question No. 3 as follows:

I do recall the June 2000 Settlement Agreement itself and can confirm that I reviewed and signed the Agreement.

I cannot recall any specific discussion I had with Qing Lin dating back to 2000 about the requirements of the June 2000 Settlement Agreement. However, this does not mean that I did not speak with Mr. Lin about these issues. Mr. Lin was reporting to me in or around June 2000 and he is referenced in the June 2000 Settlement Agreement. It would not have been unusual for me to inform Mr. Lin about the June 2000 Settlement Agreement and to advise him to not disclose any information about Mr. Lindner to anyone outside of the Company and to direct any inquiries about Mr. Lindner to Human Resources.

did in March 2005 and what he did with that information. Mr. Gupta did answer one question, and here it is in full:

“3. Identify and describe in detail any and all discussions you had concerning the 2000 Settlement Agreement with any American Express employee.

I do recall the June 2000 Settlement Agreement itself and can confirm that I reviewed and signed the Agreement.

I cannot recall any specific discussion I had with Qing Lin dating back to 2000 about the requirements of the June 2000 Settlement Agreement. However, this does not mean that I did not speak with Mr. Lin about these issues. Mr. Lin was reporting to me in or around June 2000 and he is referenced in the June 2000 Settlement Agreement. It would not have been unusual for me to inform Mr. Lin about the June 2000 Settlement Agreement and to advise him to not disclose any information about Mr. Lindner to anyone outside of the Company and to direct any inquiries about Mr. Lindner to Human Resources.”

Among the 14 of the 15 questions Ash did not answer were these 3 which would establish if Ash was ever told by Qing or if Ash was blissfully unaware of what Qing did and in fact agreed with Qing’s conduct or perhaps even did not agree with Qing. Thus, Mr. Gupta is a wily fellow, who can avoid answering such simple questions as to whether his direct employee Qing breached in 2005 the document which Mr. Gupta signed because of Qing’s actions in 1998:

- “Do you agree that Qing Lin's conduct with regard to FJ concerning Peter Lindner violated the terms of the 2000 Settlement Agreement?
- If your answer to Question No. 5 is in the affirmative, state with particularity what you have done with regard to your having such knowledge.
- If your answer to Question No. 5 is in the negative, state with particularity the reasons why.”

B.4. Who is Mr. Lindner suing: American Express or TRS?

According to papers filed in NY State to the SDNY, Amex says Mr. Lindner is using the wrong name, or perhaps even the wrong firm, in his lawsuit:

“PLEASE TAKE NOTICE that Defendants, ‘’. ("American Express or the "Company"), erroneously denominated "American Express Corporation,"”

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DOCKETED

PETER W. LINDNER,
Plaintiff,
-against-
AMERICAN EXPRESS CORPORATION
AND QING LIN,
Defendants.

Civil Action No. 06-3834 (JGK) (THK)

**DEFENDANTS' FIRST REQUEST
TO PLAINTIFF FOR THE
PRODUCTION OF DOCUMENTS**

IMAGED

PLEASE TAKE NOTICE that Defendants, American Express Travel Related Services Company, Inc. ("American Express or the "Company"), erroneously denominated "American Express Corporation," and Mr. Qing Lin ("Lin") (collectively, "Defendants"), by and

Qing Lin has 100 people working for him, or at least he did as of January 15, 2009 when he was deposed. As of Monday, May 11, 2009, Qing is no longer working for Amex, and supposedly is now working for Chase in Wilmington, Delaware, but Amex refuses to confirm this. Qing reports directly to Ash Gupta, the President of Banking at Amex. Amex is a Bank Holding company:

"AMERICAN EXPRESS GRANTED BANK HOLDING COMPANY STATUS

NEW YORK, November 10, 2008 -- American Express announced today that the U.S. Federal Reserve has approved its application to become licensed as a bank holding company and to be regulated by the Federal Reserve."

<http://home3.americanexpress.com/corp/pc/2008/bhc.asp>

So, one would have to trust the Bank President's second in command to know who he works for: either

- the 'erroneously denominated "American Express Corporation," ' or
- 'American Express Travel Related Services Company, Inc' (aka TRS)

As it turns out, Qing knows he works for the American Express Corporation (lines 15-16), but is unsure about what TRS is (lines 2-3).

"11 Q [Lindner:] It says, Lindner versus American
12 Express; right?
13 MS. PARK: We stipulate your
14 Complaint --
15 Q American Express Corporation?
16 A [Qing:] Yes.
17 Q That is the corporation you work for;
18 right?

19 **A Yes.**
20 **Q If it said, Lindner versus American**
21 **Express Travel Related Services, is that the**
22 **company you work for?**
23 **A I do not know the legal structure. Yes,**
24 **it could be.**
0398
1 Lin
2 **Q Do you work for Travel Related Services?**
3 **A I do not know.** At this moment Travel
4 Related Services we don't go by the business unit
5 internally. So, I do not know the legal
6 structures.
7 **Q You work for American Express, yes or**
8 **no?**
9 **A Yes.”**

[See Appendix D: Qing is not sure if he works for TRS, but knows he works for American Express]

B.5. Jason Brown testifies that Qing told him that “I don’t think Peter can work here”

Here are 3 documents which show that Jason Brown, Esq, an Amex Vice President investigating whether Qing breached paragraph 13 of the June 2000 Amex-Lindner contract against giving “any information” about Mr. Lindner.

They are:

1. Jason Brown tells that to Peter on Feb 28, 2006, which Peter Lindner writes back to Mr. Brown to confirm (Mr. Brown denies it)
2. Exhibit DEF00370, which is the handwritten quote of Qing taken by Mr. Brown over the phone
3. Jason Brown testifies under oath that indeed Qing said that Peter Lindner can’t work at AXP (the stock symbol for American Express)

B.5.1. Letter confirming what Brown told Peter Lindner face-to-face during the “second investigation”

Peter Lindner

From: "Jason K Brown" <jason.k.brown@aexp.com>
To: "Peter Lindner" <nyc10003@nyc.rr.com>
Cc: "LAWRENCE ANGELO" <LAWRENCE.ANGELO@EEOC.GOV>
Sent: Wednesday, March 01, 2006 8:08 PM
Subject: Re: Summary of our face-to-face meeting at Amex on Tue Feb 28 2006, with your admissions of statements by Qing

Mr. Lindner,

Rather than respond point by point to your email, I write to inform you that I do not agree with much of what is raised below including, but not limited to, your memorialization of our conversation.

I will call you after I have spoken to Boaz.

Thanks,
Jason

Jason K. Brown
Vice President and Group Counsel
American Express Company
General Counsel's Office
200 Vesey Street, 49th Floor, UMC NY 01-49-10
New York, NY 10285
Tel: (212) 640-4807
Fax: (212) 640-0388

"Peter Lindner"
<nyc10003@nyc.rr.com>

To: Jason K Brown/AMER/CORP/AEXP@AMEX
cc: "LAWRENCE ANGELO" <LAWRENCE.ANGELO@EEOC.GOV>
Subject: Summary of our face-to-face meeting at Amex on Tue Feb 28 2006, with your admissions of statements by Qing

03/01/06 01:02 AM

Tuesday, February 28, 2006

Jason:

This memo summarizes our conversation today from 6-7pm at the Amex HQ in NYC. For the record, you had a physically imposing guard (I don't know if he was armed or not) asking to stay in the room while we talked, but you told him that he could wait outside. I'm sorry that you feel that I am violent. I am not. But I am determined. So let me

- summarize our talk and
- point out how Qing admitted to you (an officer of the court) of him violating the Amex Lindner Agreement of June 2000, and
- suggest what you should do next to conclude this matter.

I appreciate that you told me that during your investigation so far that Qing Lin admitted to talking about me to Boaz Salik. Specifically, you said that Qing told you that when Boaz mentioned to Qing that Boaz was thinking of hiring me, that Qing said "I don't think he can work here."

Well, it's not what Boaz told me about that conversation, and I hope you take Boaz up on his offer to

The above figure shows the email. Here it is in text: Mr. Lindner wrote to Jason Brown, Amex VP and General Counsel's Office on Wednesday, March 01, 2006 2:02 AM, that Qing said to Boaz of FischerJordan: "I don't think he can work here." This is flagrant violation of paragraph 13 of the June 2000 Amex-Lindner contract in that it not only gives "any information", it is also negative, and quite possibly not even true. :

"Tuesday, February 28, 2006
Jason:

This memo summarizes our conversation today from 6-7pm at the Amex HQ in NYC. For the record, you had a physically imposing guard (I don't know if he was armed or not) asking to stay in the room while we talked, but you told him that he could wait outside. I'm sorry that you feel that I am violent. I am not. But I am determined. So let me

- summarize our talk and
- point out how Qing admitted to you (an officer of the court) of him violating the Amex Lindner Agreement of June 2000, and
- suggest what you should do next to conclude this matter.

I appreciate that you told me that during your investigation so far that Qing Lin admitted to talking about me to Boaz Salik. Specifically, you said that Qing told you that when Boaz mentioned to Qing that Boaz was thinking of hiring me, that Qing said "I don't think he can work here."

Well, it's not what Boaz told me about that conversation, "

And Jason replied in a terse, lawyer-esque way that he does not agree:

"Mr. Lindner,

Rather than respond point by point to your email, I write to inform you that I do not agree with much of what is raised below including, but not limited to, your memorialization of our conversation.

I will call you after I have spoken to Boaz.

Thanks,
Jason"

[Wednesday, March 01, 2006 8:08 PM]

B.5.2. Exhibit DEF00370, which is the handwritten quote of Qing taken by Mr. Brown over the phone

DEF00370: Redacted since Amex wishes to keep this evidence under Court seal. Proves that Qing admitted to Amex lawyer that Qing gave out "any information" about Peter Lindner.

February 2006

Qing Lin

Chief Credit Officer for Institutional R[Risk] & Collections

Company

occasionally

"-Peter is

- whether

Note the indented paragraph of 3 bullet points, starting with a double-quote mark

At Time, VP of Underwriting

2000 Chief Credit Officer of Consumer Lending

2/28/06 Qing Lin Credit Officer for Institutional R[Risk] & Collections

Company

- occasionally

- Peter is

- whether

At Time, VP of Underwriting

2000 Chief Credit Officer of Consumer Lending

Lindner commentary on Jason Brown, Esq. (Amex VP) notes of conversation Feb 2006 with fellow VP Qing Lin: Mr. Lindner asserts this is the smoking gun. Jason Brown told Peter Lindner in a face-to-face meeting that

- 'Qing said "I don't think he can work here."'*

and Mr. Lindner wrote that to Mr. Brown in my email that night on Tuesday, February 28, 2006 (03/01/06 01:02 AM) Mr. Brown wrote back denying it. Mr. Lindner asserts that the notes support that Qing made reference to Peter Lindner not being able to work here. → Shouldn't you be able to judge for yourself?*

DEF 00370

Jason Brown wrote back to Mr. Lindner on Wed, Mar 1, 2006 8:08 PM:

- "I write to inform you that I do not agree with much of what is raised below including, but not limited to, your memorialization of our conversation."

B.5.3. Jason Brown testifies under oath that indeed Qing said that Peter Lindner can't work at AXP (the stock symbol for American Express)

Under oath on January 22, 2009, Jason Brown declares that Qing said to FischerJordan:

- "Peter is technical"
- "I'm not sure whether he can be used on at AXP."

Paragraph 13 of the June 2000 Amex-Lindner contract said Qing should not give "any information".

" MR. LINDNER: We're back to plaintiff 11. DEF00370.
MS. PARK: And what section are you referring to?
A. [Mr. Brown, Esq, Amex VP] Where are we?
Q. [Mr. Lindner:] You see where your quote marks are?
A. "Peter is technical," yeah.
Q. Two lines below that.
A. "I'm not sure whether he can be used on an AXP."
Q. What's AXP?
A. I think it was cut off. I didn't write project or --
Q. What's AXP?
J.K. Brown
A. Oh, I'm sorry. American Express.
Q. Okay. So Qing is saying that he's not sure whether Peter Lindner, me, whether I can be used at American Express; is that correct?"

[Transcript of Jason K. Brown, Esq., January 22, 2009, 10:34 a.m., pages 216, line 11, to page 217 line 5]

B.6. The Cover-up: Mr. Brown, Esq. omits from his summary of his second "investigation" the statement Qing made in breach of the agreement

In Appendix F, the sworn deposition of Jason Brown, Esq., Amex VP shows that:

1. Jason Brown first "investigated" in July/August 2005 upon Peter Lindner's complaint (letters omitted)
2. Peter Lindner asked Secretary of the Corporation Stephen Norman to investigate if Qing violated the Amex Code of Conduct, which Amex filed with the SEC under the Sarbanes-Oxley law, and which requires employees who have an ethical problem in the past or a potential problem to ask their "leader" (manager), who in this case would be Ash Gupta, and the "leader" would consult with the Amex Secretary of the Corporation. Mr. Norman then asked Jason Brown to investigate again. (letter omitted from Mr. Lindner, and Amex refused to allow Mr. Norman's letters or emails to be turned over, and the Judge

agreed with Amex and refused to allow Mr. Norman to be deposed. Ms. Park convinced Magistrate Judge Katz that neither Mr. Gupta, nor Mr. Norman should be deposed, and Ms. Park misrepresented that neither had a connection with the instant case, yet the Judge believed Ms. Park:

“ 16 [Ms. Park:] Mr. Norman has nothing
15 to do with the settlement agreement, has nothing to do with the
16 alleged breach of that agreement and we see no basis for his
17 production as a witness. Mr. Gupta similarly.

[...]

23 THE COURT: Okay. As of now, I'm going to grant your
24 request to depose Mr. Lin and Mr. Brown. I'm going to deny the
25 request to depose Mr. Norman and Mr. Gupta, two high-level
SOUTHERN DISTRICT REPORTERS, P.C.
(212) 805-0300

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1 officers or supervisors at American Express who were -- there's
2 no, at least basis other than speculation to suggest that they
3 had any involvement in the allegations underlying the complaint
4 or have any knowledge relevant to that. If you learn something
5 different from Mr. Lin or Mr. Brown, we can revisit the issue.

6 Okay. Now --

7 MR. LINDNER: Peter Lindner. Can I say something?

8 THE COURT: Briefly. Just briefly.

9 MR. LINDNER: Pardon?

10 THE COURT: Yes, briefly.

11 MR. LINDNER: Okay, thank you. If some of the
12 statements that Ms. Park made were incorrect, would that change
13 your mind?

14 THE COURT: Just, I've heard from you. I don't really
15 want to have another back and forth about this.

16 MR. LINDNER: I think she misstated the case. I think
17 Ash Gupta did not find out a year later or several months
18 later. He found out within one week of me finding out, so I
19 think she misrepresented that while my case was active with the
20 lawyer that I wrote him. And, Ms. Park, do you still maintain
21 that's an issue?

22 THE COURT: Let's move on.”

[June 11, 2008 Teleconference, page 20, 86BFLINC]

3. Jason Brown informed Peter Lindner that Qing said “I don’t think Peter can work here” in February 2006, but then refused to confirm that in writing.
4. Jason Brown summarized his findings to Peter Lindner, but omitted that “I don’t think Peter can work here”

5. Jason Brown did not remember if he sent a copy of this coverup to the person who asked the he investigate.

C. Amex’s misstatement to a Federal Judge in NY State: did MJ Katz ever stop Mr. Lindner from communicating with the SEC?

Moreover, Amex’s lead attorney Jean Park has indicated to a Federal Judge that Amex has not stopped Peter Lindner from filing with the SEC, and repeated that falsehood a week later even after it was pointed out to them in Open Court and in writing.

So, let’s start with the last thing first:

Peter Lindner here tells US District Judge John Koeltl of the SDNY (Southern District of NY) a week before the Amex Annual Shareholder Meeting on April 27, 2009:

“
3
94n3linc Motion
1 [Mr. Lindner:] And when I wanted to go to the shareholders meeting in
2 2007, again this time I filed on the SEC Web site, **AmEx got a**
3 **court order to stop me from communicating with the SEC, to ask**
4 **me to withdraw my filing from the SEC, to take down my Web**
5 **site, to not attend the shareholders meeting, to not ask my**
6 **questions.**
7 And what's more amazing is that in the last week's
8 April 14 meeting in front of your Honor, Joe Sacca said AmEx
9 has never tried to stop communication with the SEC. I stood up
10 and corrected his misimpression. So I was quite surprised to
11 see in his brief that Ms. Park said that American Express never
12 tried to stop me from communicating with the Securities and
13 Exchange Commission. I don't know why they keep saying that.
14 And in fact it's even in their own exhibit where they quote
15 from my filing with the SEC. I note that AmEx, on Defendant's
16 Exhibit 17, that I think it's 17. I'm sorry. Anyhow, they
17 note that I was stopped from communicating with the SEC.”
[Transcript, April 23, 2009, 6:30 p.m., page 3 ; emphasis added]

So, Peter Lindner says above that Amex falsely asserts that Amex has never stopped Mr. Lindner from communicating with the SEC. Jean Park’s hired gun Joe Sacca for the “securities law” portion of the case writes a joint brief with Ms. Park (who is a partner in Kelley Drye & Warren LLP², a large international law firm, with a NY Office), and then

² For the record, Kelley Drye & Warren LLP claims on their website:

“Founded in 1836, Kelley Drye is proud to represent some of the world's most accomplished businesses and organizations. The Firm has more than 375 attorneys and professionals throughout our offices in New York; Washington, DC; Chicago; Stamford; Parsippany; and Brussels, and an affiliate office in Mumbai.”

“

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94n3linc Motion

9 MR. SACCA: Good afternoon, your Honor. I will be
10 very brief. I don't intend to repeat anything that was in our
11 papers, unless your Honor would like clarification.

12 I would like to address just a couple points. One is
13 the accusation that we've made misrepresentations to the Court
14 about Mr. Lindner's ability to communicate with the SEC. There
15 is in fact **no evidence in the record that Mr. Lindner was under**
16 **any prohibition from responding to the SEC** in response to
17 American Express' request for no action.”

[emphasis added; same document]

C.2. Lindner is forced to take down his website and not communicate to the SEC

And here's where Peter Lindner is forced to take down his website and stop communicating to the SEC as per Amex's stipulation in their settlement which Amex was forcing upon Mr. Lindner, despite the document allowing Peter Lindner to sign it and withdraw from it within 7 days. Here Mr. Lindner is forced to take down his website, and that is followed by the quote from the original agreement that gave Mr. Lindner the ability to sign the document and then revoke it within 7 days:

“Friday, April 06, 2007

...

Dear Judge Koeltl,

Upon further reflection and in consultation with another attorney, I have decided to abide by the terms of settlement set forth before Judge Katz on Mar 29, 2007.

I repeat my advice to all parties that **I have closed my website and have notified the SEC verbally that I wished to withdraw my filing for the directorship and for the shareholder proposal, although the SEC has advised me that such withdrawal can NOT be done. I am awaiting further advice from the SEC.**

As I have continued to do, I will abide by the confidentiality agreement.

Sincerely,

Peter W. Lindner”

[Pacer Document 37-7, Filed 04/17/2007, Page 2 of 2; emphasis added]

C.3. Mr. Lindner was previously given the right to sign an agreement with Amex and withdraw within 7 days – this document was subsumed by the alleged oral agreement:

“20. Mr. Lindner acknowledges that he has been represented by an attorney of his

choice, and that he has been given 21 days to review this agreement from the time he received it. Mr. Lindner is further advised that he has 7 days after he signs this agreement to revoke it by notifying the company's Employment Law Group in writing."

C.4. Amex points out 3 of the many restrictions upon Mr. Lindner are lifted

And here Amex's Ms. Jean Park of Kelley Drye & Warren LLP says that the 3 items of the [as of May 12, 2009 it is still] secret agreement imposed upon Peter Lindner, which Mr. Lindner spent \$20,000 in legal fees to overturn by September 2007. The three items Mr. Lindner mentions in lines 9-12 are:

- Peter Lindner was **not** allowed to
 1. to speak at a shareholder meeting,
 2. to communicate with the SEC
 3. to have a website, or a blog.

Perhaps Mr. Sacca, Esq. was ignorant of the secret agreement which Ms. Park wrote, but Ms. Park was not; perhaps Mr. Sacca wanted to say that the prior restraint by Amex was not entered into the record because Amex got the Judge to withhold it from the record, but I believe this is profiting from one's own wrongdoing.

“ SOUTHERN DISTRICT REPORTERS, P.C.
(212) 805-0300

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1 MS. PARK: Very good.

2 MR. LINDNER: Yes, well, there's one thing I'd like a
3 clarification on, if I may, on the discovery process. It's
4 actually, it's not on discovery, but on the Magistrate Judge
5 Katz. The magistrate had made some rulings restraining me, and
6 in light of your Honor's decision that there was no settlement
7 agreement reached, I'd like clarification here that the
8 magistrate's interim rulings should no longer restrain me. **I**
9 **have three examples. One, was I was not allowed to speak at a**
10 **shareholder meeting, I was not allowed to communicate with the**
11 **Securities and Exchange Commission and I was not allowed to**
12 **have a website, among other restrictions.**

13 THE COURT: Ms. Park? Do you have a position?

14 MS. PARK: Yes. **I believe Mr. Lindner has**
15 **misapprehended Magistrate Judge Katz' rulings. Magistrate**
16 **Judge Katz had simply -- the three terms or items that**
17 **Mr. Lindner rattled off I believe pertained to the terms of**
18 **your Honor's settlement. So per force your Honor's**

19 **determination ruling there is no enforceable settlement,**
20 **Mr. Lindner would not be bound by any restrictions pursuant to**
21 **a settlement agreement that was deemed not to be a settlement**
22 **agreement.**

23 THE COURT: So the three items you mentioned the
24 defendant agrees were terms of the purported settlement
25 agreement that I found were not enforceable, so they're not

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1 binding”

[USDJ Koeltl, September 4, 2007, 5:15 p.m.]

C.5. Who do you believe: a 60,000 employee firm represented by a top law firm, or a former employee?

Well, that’s pretty credible, right? I mean, **who do you believe: American Express or Peter Lindner?** Or look at their lawyers:

- Amex has both
 - Kelley Drye & Warren LLP and
 - (for its securities): Skadden Arps Slate Meagher & Flom LLP & Affiliates³
- Mr. Lindner has, uh, well, Mr. Lindner.

Okay, you got me. Judging from appearances, clearly Amex is right, and Mr. Lindner is wrong, since Amex would not file a false statement with a Federal Judge nor would they repeat a false statement to that Judge when challenged, nor would they file a false statement with the SEC. These are serious charges. **Surely** Amex would not make such a statement if it were not true. And, by the way, Ms. Park only has rudimentary Securities knowledge, so Amex and she asked The Court for permission to bring in specialists in Securities’ law. And, I don’t mean to lecture the SEC or the banking analysts, but:

- if you can’t believe a law firm that specializes in securities for telling the truth to a Federal Judge in their home federal district, SDNY, well, then, whom can you believe?
- Both of these fine lawyers (Park and Sacca)
 - are Officers of the Court, and
 - are forbidden under Federal Rules from making an untrue statement to the Court, and

³ Skadden is the 6th largest US law firm, but has only been retained by Amex in the Lindner v Amex case for securities law; it has 1,790 attorneys with 393 partners. Kelley Drye & Warren LLP is #131; it has 321 attorneys, and Ms. Jean Park is one of its 100 partners.

[source: “America's Largest 250 Law Firms”, Internet Legal Research Group]
<http://www.ilrg.com/nlj250>

- maybe even intending to deceive the Court if NY State Law is to be used for a case originally filed in NY (rather than Federal) Court, and
- Amex is bound by SEC regulations not to misled
 - either the SEC
 - or the investing public.

And, as Ms. Park would have Magistrate Judge Katz believe, merely proving a document in secret to the SEC is sufficient. However, I (Peter Lindner) tried to inform MJ Katz that Amex wished to hide the evidence, and that merely filing a document is insufficient to show that the document is true. Well, if that were the case that telling the SEC something must make it true, we would not have Enron or any other stock swindle. (See Appendix B for Transcript of Amex trying to convince Judge to censor Mr. Lindner's submissions to the SEC, since the SEC alone needs to judge a stock, not the public, nor the bank and stock analysts.)

C.6. An excerpt from the still sealed, thus secret, transcript

So, having said all that, I feel I am forced to show the still sealed transcript of March 29, 2007. While the transcript is secret, Magistrate Judge Katz explicitly permitted in two of his orders of 3/23/2009 and 4/21/2009 that allow transcripts to be used in submission to the SEC in public and that no restrictions on Mr. Lindner's communications with the SEC (see Appendix D for :

"That Mr. Lindner, xxxxxxxxxx;"
 [page 4 of 13, Thursday, March 29, 2007, "Transcript Of Settlement Conference Before The Honorable Theodore H. Katz United States District Judge". This document is still under seal by MJ Katz, and this portion is specifically released in order to prove that Amex lied to a Federal Judge, and made a false statement in furtherance of preventing Mr. Lindner's Shareholder Proposal of April 2009.]

The above excerpt from the alleged oral agreement that Amex tried to force Mr. Lindner into accepting

[insert page 4 of 13 here if Court permission obtained]

Thus (arguably?) Amex actually lied to the SEC when Amex said in their brief to the SEC that Mr. Lindner could not prove my allegations, when what they meant was that as long as they controlled the Judge who controlled the documents, Mr. Lindner could not prove he was right. However, Amex did not say: if we allowed our documents to be public, Mr. Lindner could prove his allegations, however, we managed to convince a Judge to let him keep those documents under seal, and instead make it look like Amex is right and fighting a lying person who has a

grudge (oh wait, they use the word “disgruntled”). Here’s what Amex said about Mr. Lindner’s claims being not only false, but not provable:

The Company believes that the Proposal contains materially false and misleading statements within the meaning of Rule 14a-9. Note (b) to Rule 14a-9 provides that "material which directly or indirectly ... makes charges concerning improper, illegal or immoral conduct or associations, without factual foundation" may be false and misleading. Here, the Proposal

Securities and Exchange Commission
December 17, 2008
Page 5

erodes confidence in the Company [and] has affected or will affect the market price of the Company's shares." In violation of Rule 14a-9, and contrary to the position of the Commission, the Proponent has not provided (and the Company submits the Proponent cannot provide) any factual foundation to support these claims. Accordingly, the Proposal should be excluded

[Page. 4 of 34, Amex to SEC, December 17, 2008, with omissions of some sentences]
<http://www.sec.gov/divisions/corpfin/cf-noaction/14a-8/2008/peterlindner121708-14a8-incoming.pdf>

Appendix A: Excerpts of Amex April 17 2009 Brief on Mr. Lindner Shareholder Proposal

The document below shows two things:

- 1 Ms. Park and Joe Sacca co-wrote the brief to USDJ Koeltl
- 2 They say “Magistrate Judge Katz never imposed any order to prevent Mr. Lindner from making a submission to the SEC”.

Ms. Park got MJ Katz specifically to stop Mr. Lindner from communicating to the SEC in April 2007, and got that transcript sealed. Some interested analyst should ask Amex to unseal the transcript of the Thursday, March 29, 2007.

Mr. Lindner wishes it were true that NY Judiciary 487 were applicable⁴ (it may be), since Ms. Park specifically got MJ Katz to prohibit Mr. Lindner from communicating with the SEC, so Ms. Park and Mr. Sacca are intending to deceive the Court in a NY location.

MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF'S ORDER TO SHOW CAUSE FOR A PRELIMINARY INJUNCTION

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Attorneys for American Express Company

Second, Magistrate Judge Katz never imposed any order to prevent Mr. Lindner from making a submission to the SEC in response to American Express' request for a no-action letter, a fact confirmed on March 23, 2009, when Magistrate Judge Katz "so ordered" that "[t]he Court has placed no restrictions on Plaintiff's communications with the SEC." (Sacca Decl. Ex. 8.)

6

⁴ The law applies to intent to deceive, even if the deceit fails. Secondly, it is (from my non-legal perspective) a criminal misdemeanor, which could result in the loss of the license to practice law:

“[NY State] Section 487 of New York's Judiciary law prohibits all New York attorneys from engaging in deceit that deceives any party or the Court in a pending Court proceeding. The statute also provides treble damages for violations of the statute. The Statute provide that an attorney who "[I]s guilty of any deceit or collusion, or consents to any deceit or collusion, with intent to deceive the court or any party...is guilty of a misdemeanor, and in addition to the punishment prescribed therefore by the penal law, he forfeits to the party injured treble damages, to be recovered in a civil action.””

[Non-Client Lawsuits Against Attorneys, Daniel L. Abrams]

http://www.lawyerquality.com/article_non-client_suits.html

Appendix B Transcript of Amex trying to convince Judge to censor Lindner's submissions to the SEC

April 21, 2009, 10 a.m. with

- Hon. Theodore h. Katz, Magistrate Judge
- Peter Lindner (Pro Se)
- Jean Y. Park of Kelley Drye & Warren LLP

Ms. Park wants documents submitted to the SEC 6 days before the Amex Annual Shareholder Meeting to be censored by Ms. Park and also submitted in secrecy. Mr. Lindner instead wants the documents to be freely available.

On pages 2-3, Mr. Lindner explains to Judge Katz that a submission to the SEC should be open, available to all, and not done in a secret "supplemental submission". (lines 10-13)

“

2

94LSLINDNER

1 (Telephone conference)

2 THE COURT: Good morning, this is Judge Katz.

3 I have reporter here so identify yourself when you

4 speak and give me a chance to speak as well because you can't

5 hear me if you don't stop. There is only one person who can be

6 heard on the telephone.

7 I wanted to resolve the open issues about your request

8 for these documents. You know, I issued an order yesterday

9 permitting you to submit certain documents to the SEC.

10 **Ms. Park has asked that you provide those to the SEC**
11 **as a supplemental submission.**

12 **Do you have a problem with that, Mr. Lindner?**

13 **MR. LINDNER: Yes, I do.**

14 THE COURT: What is your problem?

15 MR. LINDNER: The problem is the purpose of the SEC is

16 to provide information to shareholders and to provide that the

17 information is true and just because she posted it doesn't mean

18 it's true. So people should be able to evaluate that

19 information on their own. We know that we had Enron which was

20 a stock company and didn't play well and a lot of people were

21 watching it. So just posting on the SEC site is not good. SEC

22 approval is not good. What you need is people to evaluate it.

23 Even then it might not be, good but at least it's better than

24 not having information at all.

25 THE COURT: Well, first back up a little bit. I

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94LSLINDNER

1 thought the whole basis of your request is that you said that
2 the SEC was soliciting additional information from you in
3 respect to your application and you wanted to respond to their
4 request, did you not?

5 MR. LINDNER: Right.

6 THE COURT: So why don't you focus on that.

7 MR. LINDNER: I am.

8 THE COURT: So why can't you respond to their request
9 through a supplemental submission?

10 MR. LINDNER: Well, I can do that and if American
11 Express got their way I wouldn't submit it at all, which is
12 what they tried to do 2 years ago and what they are trying to
13 do now.

14 So American Express in short released parts of the
15 transcript in whole without any editing at all, without asking
16 me, and now they want to impose a standard that I can't do
17 that. In fact, I have to not only do that but I have to meet
18 some vague editing standard of their own and can I show it to
19 other people. So I think basically they are inconsistent. And
20 another thing, and I think this is a broader question, is why
21 are they asking that? When the Pentagon papers --

22 THE COURT: Don't get into the Pentagon papers.

23 MR. LINDNER: It's freedom of speech. What are they
24 protecting? I would like to know from American Express."

[...]

On page 23-24, Mr. Lindner explains that Ms. Park wants the documents to not be available in a searchable format, in order to hide information from the public, which the SEC is protecting and giving information to. (lines 5-20)

"24 THE COURT: -- if you submit them you can deal with
25 that by submitting it to the SEC as a supplemental submission
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24

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1 and then we don't have to deal with the issue today of
2 confidentiality.

3 MR. LINDNER: I am not going to submit it. She also
4 said it's not electronic form and a whole bunch of things.

5 There is a standard way to do it, your Honor. **But what I am**

6 saying, and I think Jean Park missed the point on this, the
7 material for the SEC is not for the SEC, any more than when a
8 drug company submits something to the FDA it's for the FDA.
9 The FDA checks if it's reasonable, but you know who reads that?
10 All the patients and all the doctors who take the medicine.
11 That is what the FDA does. And the SEC -- and I have
12 rudimentary knowledge too. The SEC does not check out the
13 claims but they make a rudimentary check and then people all
14 over the world see for themselves. So that is why when the
15 woman in the FDA case, the drug company said that she lost her
16 arm because she was doing something and the FDA already
17 approved it and the court said, no, that the FDA is like a
18 minimum standard. The drug company can go to a higher standard
19 so that her arm wouldn't get agitated and that was decided by
20 the Supreme Court."

[94LSLINDNER]

Appendix C: Qing Lin's sworn deposition of January 15, 2009

“20 Q Qing, have you ever been instructed and
21 directed, as you understand it, as you read
22 paragraph 13? Yes or no?

23 A About paragraph 13?

24 Q What it says, yes. Have you ever been
0176

1 Lin
2 instructed and directed?

3 A Yes.

4 Q Did they tell you not to disclose any
5 information?

6 A Yes.

7 Q Did you disclose any information?

8 A Yes.

9 Q To whom did you disclose it?

10 A Boaz Salik.

11 Q B-o-a-z S-a-l-i-k?

12 A Yes.

13 Q Did you do that after I was hired by
14 them or before I was hired by them?

15 MS. PARK: Objection to form. You
16 haven't even established that he knows if
17 you were hired.

18 Q Do you know if I was hired by them?

19 A No.

20 Q Do you know if they talked to you before
21 I was hired by them?

22 MS. PARK: Objection to form. He has
23 already testified he doesn't even know if
24 you were hired.

0177

1 Lin

2 Q Did they ask you for a reference?

3 A Yes.

4 Q Did you provide them information?

5 MS. PARK: Objection to form. Who is
6 "Them?"

7 Q Did you provide "Any information," to
8 Boaz Salik?

9 MS. PARK: Objection. Asked and
10 answered.

11 Q I'm asking you to please answer it

12 again.

13 A Yes.

14 MR. LINDNER: Yes, you did. Okay,
15 thank you.

16 Q I'd like to ask you one more thing, and
17 then we will break for lunch. It says, "And to
18 direct all requests for references or inquiries
19 received by such employees regarding Mr. Lindner,
20 to the appropriate Human Resources individuals."
21 Did you direct Mr. Boaz to the appropriate HR,
22 Human Resource individual?

23 A No.

24 MR. LINDNER: Thank you very much. We
0178

1 Lin

2 can break for lunch.

3 MS. PARK: Could you note the time?

4 THE STENOGRAPHER: 2:05."

Appendix D: Qing is not sure if he works for TRS, but knows he works for American Express

“16 Q [Mr. Lindner:] Is American Express a subsidiary of
17 another corporation?

18 A [Qing:] No.

19 Q And you work for American Express?

20 A Yes.

21 Q The title of the suit is Lindner versus

22 American Express. Do you feel --

23 MS. PARK: Asked and answered.

24 Q Do you feel that's an accurate --

0397

1 Lin

2 A I do not know.

3 Q So, if it said, Lindner versus General
4 Electric, you would feel you wouldn't know that
5 either?

6 A That is your decision who to sue.

7 Q No, no, the statement says American
8 Express.

9 MS. PARK: Mr. Lindner --

10 MR. LINDNER: Please --

11 Q It says, Lindner versus American
12 Express; right?

13 MS. PARK: We stipulate your
14 Complaint --

15 Q American Express Corporation?

16 A Yes.

17 Q That is the corporation you work for;
18 right?

19 A Yes.

20 Q If it said, Lindner versus American
21 Express Travel Related Services, is that the
22 company you work for?

23 A I do not know the legal structure. Yes,
24 it could be.

0398

1 Lin

2 Q Do you work for Travel Related Services?

3 A I do not know. At this moment Travel
4 Related Services we don't go by the business unit
5 internally. So, I do not know the legal
6 structures.

7 Q You work for American Express, yes or

8 no?

9 A Yes.

10 Q Do you work for American Express Travel
11 Related Services?

12 MS. PARK: Objection, asked and
13 answered.

14 MR. LINDNER: I'm asking him a
15 question.

16 THE VIDEOGRAPHER: I'm going to run
17 out of tape.

18 MR. LINDNER: Okay, I understand,
19 please.

20 A I do not know at this moment.

21 Q You don't know if work with Travel
22 Related Services?

23 A I do not know.

24 Q Do you work for American Express?

0399

1 Lin

2 A Yes.

3 Q Do you work for American Express,
4 Corporation?

5 A Yes.

6 MR. LINDNER: Thank you very much.

7 End of the deposition.”

Appendix E: In March and April 2009, the Magistrate Judge orders no restrictions upon Mr. Lindner communicating with the SEC and specifically allows transcripts to be used

By the way, there are both audio tapes and some videotapes of the admissions made by Amex, however Amex said that they might be used on the Web, and the Judge agreed with Amex and confiscated those tapes. As MJ Katz's Pacer Document #120 stated his view that "no other legitimate use of video outside of trial"

Enclosures

cc: Peter Lindner (by email)

Defendant's application for a protective order is denied in light of Plaintiff's commitment to have the depositions transcribed by a certified court reporter and videotaped by an independent, professional videographer. Upon completion of the depositions, the videotapes will be maintained by the court for use at the trial, if appropriate. They have no other legitimate use.

Plaintiff is advised that he is to limit his questioning of the witnesses to matters relevant to the Complaint. The depositions will not extend beyond the time-period provided in the Federal Rules.

*So ordered,
1/14/09 T. Lane H. [Signature]
USMJ*

This is **despite** MJ Katz's previous order of December 23, 2008 which allowed videos:

"Plaintiff seeks leave to videotape the upcoming depositions he has notice of Defendant's employees, over Defendant's objection. The court is advised that Plaintiff also intends to audiotape the depositions. Yet, Plaintiff, who is proceeding pro se, does not intend to have any third-party assistance for either method of recording. Under these circumstances, Plaintiff's request is denied.

The Court has an interest in ensuring that the depositions proceed in an orderly and efficient manner. Indeed, it is in Plaintiff's, as well as Defendant's interest, that this occurs. Based upon the Court's extensive involvement in pretrial matters in this action, there is reason to be concerned that Plaintiff will have substantial difficulty in simply conducting the questioning of the witnesses in an efficient and appropriate manner. The Court will permit Plaintiff to audiotape the depositions, with the understanding that copies of the tapes and a certified transcript must be produced. However, Plaintiff's operating the tape device and questioning the witnesses will present enough of a challenge; adding the operation of a video recorder to Plaintiff's responsibilities will inevitably result in disruptions and lack of coherence to the proceedings.

Accordingly, unless Plaintiff is prepared to employ independent videotaping personnel, Plaintiff is precluded from videotaping the depositions.

So Ordered."

[Pacer Document 106 Filed 12/23/2008]"

Mr. Lindner notes here that Amex is preventing public knowledge of its employees' actions by asking the Judge to rule against video tapes, (well, Amex also wanted supplementary submissions that could be buried and hard to find, if not impossible). This is despite the SEC's willingness to use YouTube, MySpace, etc, and that this should not limit documents to being "printer friendly ... unless other rules explicitly require it", as SEC Chairman Christopher Cox said:

"Web sites such as **MySpace, YouTube**, LinkedIn, and Facebook didn't even exist. The idea of creating a social network where shareholders could meet and exchange views was barely imaginable. "Blogs" hadn't really entered the public lexicon. And syndication technologies — such as Atom and RSS — were still in development. But as each of these technological developments has taken hold in the marketplace, that in turn has raised new securities law issues for public companies to consider.

Technological advances, and the reduced costs associated with the implementation of technologies over time, now allow the inclusion of more interactive and current information on company web sites than was the case previously. That has moved web sites beyond just being filing cabinets for electronic documents. Today, company web sites are being shaped by the market's desire for highly current and interactive information. We recognize that allowing companies to present data in formats different from those dictated by our forms, or more technologically advanced than EDGAR, can be a significant help to investors.

...

Fourth and finally, recognizing the significant developments in web site design to incorporate interactive and dynamic design features, the guidance would clarify **that information need not be presented to satisfy a "printer-friendly" standard, unless other rules explicitly require it."**

["Open Meeting on the Use of Company Web Sites," by SEC Chairman Christopher Cox, Washington, D.C., July 30, 2008]

http://sec.gov/news/speech/2008/spch073008cc_web.htm

"The Court has placed no restrictions on Plaintiff's communications with the SEC.

So ordered.

3/23/2009 Theodore H. Katz, USMJ"

[Case 1:06-cv-03834-JGK-THK Document 143 Filed 03/23/2009 Page 1 of 1]

March 23, 2009 cc: Jean Park, Esq. via fax

The Court has placed no restrictions on Plaintiff's communications with the SEC.

So ordered.

3/23/09

*Theodore H. Katz
USMJ*

Here in the last 2 pages of the 4/21/2009 telephone conference requested by Ms. Park to stop Mr. Lindner from filing transcripts with the SEC. In lines 13-22, MJ Katz allows large portions of the transcripts to be used, but not the entire transcript, and The Judge declares he will not write an order, but that Mr. Lindner should just order the transcript and include it. This is done as follows:

“ 8 THE COURT: Mr. Lindner, look, I don't have all day to
9 spend on the conference. Every time you get something you
10 asked for you then decide that is not good enough and you have
11 to inject a lot of other material.
12 MR. LINDNER: What other material?
13 THE COURT: You asked to submit to the SEC evidence of
14 your position that there were admissions made about violating
15 the agreement with you.
16 MR. LINDNER: Yes.
17 THE COURT: I said that is not confidential. You can
18 submit that. Ms. Park has agreed to your submitting it. You
19 can post whatever you want about that. That is what we were
20 addressing and that is what has been ruled on.
21 Okay?
22 MR. LINDNER: Yes.
23 THE COURT: And --
24 MR. LINDNER: You are going to make an order out of
25 this, right? I can use that and post that too so that it's
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30

94LSLINDNER

1 clear that I am following your order.
2 THE COURT: Mr. Lindner, you have my direction.
3 Do you understand that?
4 MR. LINDNER: I understand but, you know, I would like
5 the transcript.
6 THE COURT: So order the transcript. You can order
7 the transcript. That is fine.
8 MR. LINDNER: Okay.
9 But you are not going to write an order on that.
10 THE COURT: I have issued an order on the record. Do
11 you have any questions about what it means?
12 MR. LINDNER: In other words, your prior order on no
13 restriction on the SEC and 1 through 5 are released.
14 THE COURT: Mr. Lindner, I issued an order on the
15 record today.
16 MR. LINDNER: Which is I cannot release the entire
17 document but I can release excerpts to the SEC in open format.

18 THE COURT: The excerpts you said you wanted to submit
19 which has to do with whether there was a breach of the
20 agreement, yes. Okay?

21 MR. LINDNER: Yes.

22 Thank you very much.

23 THE COURT: You are welcome. Thank you.

24 MS. PARK: Thank you, your Honor.

25 THE COURT: You are welcome.”

[April 21, 2009, 10am, Transcript #94LSLINDNER]

Appendix F: Jason Brown's 3rd coverup by omitting Qing's violation remark from an investigation, and not indicating whether he copied the investigation summary also to the person who asked him to investigate, Secretary of the Corporation Stephen Norman

The dialogue goes from page 339 line 18 to 343 line 7.

Jason admits that he did not include the quote "I'm not sure whether he can be used on an AXP" in the summary letter, even though Mr. Lindner pointed out that very sentence as proof of a breach by Qing of paragraph 13 of the June 2000 Amex-Lindner contract.

Mr. Brown not only omits that sentence, but also does not indicate whether that document was given to the person who asked Mr. Brown to do a second investigation of Qing, with the first one being in July/August 2005, and the second in January – April 2006, requested by Secretary of the Corporation Stephen Norman, Esq.

“ Q.[Lindner:] And that there is no evidence of a code of conduct violation; correct?

A. [Brown:] That's what it says.

Q. And you omitted -- now, if they got that -- that letter, you omitted one of Qing's statements, namely, that I don't know whether Peter can work here at American Express.”

Here's the too lengthy questioning:

“Q. .[Lindner:] You have the part which is indented where it has a quote. I'm talking about Plaintiff's Exhibit 11. Can you read that sentence?

A. [Brown:] "I'm not sure whether he can be used on an AXP."

Q. Why did you not include that in your J.K. Brown letter?

A. Why did I not include this in my letter to you? Is that what you're asking me?

Q. Yes.

A. There was no reason for me to include it.

Q. Do you think anybody still has a copy of this letter?

A. I don't know who you would have sent it to.

Q. Would you have sent it to anyone else?

A. I don't think so. Well, you've shown me the e-mail that you said attached it. And it was only to you.

Q. Could you have bcc'd it?

A. I could have. I don't recall doing it.

Q. What does bcc mean?

A. Blind copy.

Q. And would that show up on a document?

A. I don't know. If it was -- no. I

J.K. Brown

don't think it would show up on a document.

Q. That's why it's called blind?

A. Okay. Thank you for that enlightenment.

Q. Not at all.

A. But if you're asking me, do I believe bcc'ing anyone on it --

Q. Yes.

A. -- the answer is no.

Q. But one way to tell if it was bcc'd is by searching, for instance, Steven Norman's files, and Qing's files, and Ash Gupta's files to see if they got a copy of it. And if they got a copy, it would show up as a letter from you to me without their names attached; correct?

A. I don't know how it would appear.

Q. If it's a bcc?

A. Right.

Q. If you bcc'd Steven Norman, would Steven Norman have it on his e-mail?

A. He would have received it on his e-mail, yes.

Q. And that's what I'm requesting, that

J.K. Brown

we get that e-mail. We search Steven Norman's e-mails and Ash Gupta's e-mails to determine if they were informed by Jason Brown, the investigator of a complaint, for both the violation of the code of conduct, which you reference in the next-to-last sentence, and of the settlement agreement, which you mention in the first paragraph, and see if they ever got this summary, which states that there is no violation of said agreement. There is no

violation agreement, correct, of the settlement agreement?

MS. PARK: Objection to form.

A. Yes.

Q. And that there is no evidence of a code of conduct violation; correct?

A. That's what it says.

Q. And you omitted -- now, if they got that -- that letter, you omitted one of Qing's statements, namely, that I don't know whether Peter can work here at American Express.

A. Did I include any of his statements in here?

J.K. Brown

Q. Yes, you did.

A. Oh, I didn't realize.

Q. Yes, you did. You said in the second paragraph that he denies making statements regarding work ethic or fit into the culture or whether you worked well with your group."