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Dear Mr. Newman:

I am writing to you under the provisions of the Massachusetts General Laws, Chapter 93A, Section 9, the Consumer Protection Act ("Chapter 93A"). I am writing to request relief as outlined in that statute, in connection with the unfair or deceptive practices outlined below and detailed in the attached exhibits.

On October 25, 2018, I paid you \$5400 for a package of publicity services to promote my book *Can You Outsmart an Economist?*. The itemized list of services that we agreed on by email was as follows:

- |    |                   |        |
|----|-------------------|--------|
| A. | Radio Tour:       | \$1000 |
| B. | Online Tour:      | \$3500 |
| C. | Print Tour:       | \$1200 |
| D. | Newswire Release: | \$350  |

You agreed to discount the total from \$6050 to \$5400, and (per your email of Sunday, October 21) to include, at no extra charge, media arrangements and a connection with Nexus at the American Economic Association in Atlanta during the first week of January.

Over the ensuing weeks, you met the minimal requirements for the radio tour by booking me on fourteen radio programs and podcasts, several of which had extremely small audiences. However:

- 1) You failed to provide the online tour.
- 2) You failed to provide the print tour.
- 3) You failed to provide the Newswire release.
- 4) You failed to provide any of the promised services at the Atlanta convention.

I tried on several occasions to contact you to check on the status of the above. As documented in the attached Exhibit B, your responses were consistently evasive and deceptive.

On or about March 1, 2019, I filed a complaint with the Better Business Bureau. Your responses to that complaint contain utterly false assertions that I was uncooperative and hostile, and that I verbally assaulted you with obscenities, threats, and anti-semitic slurs. There is not a shred of truth in these responses, as I can amply demonstrate, as I have copies of every email that ever passed between us and recordings of all our telephone conversations, made in accordance with New York State law.

Therefore, I hereby demand a full refund of the \$5400 that I paid you.

Chapter 93A gives you the opportunity to make a good-faith response to this letter within thirty (30) days. Your failure to do so could subject you to triple damages, attorney's fees and costs when I follow up with legal action. I also reserve the right to pursue action against you for the false and defamatory statements you made about me in your response to the Better Business Bureau (see attached Exhibit D) and for the losses I suffered as a result of the lost opportunity to hire a different publicist while the book was still new.

Sincerely,

Steven E. Landsburg

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## EXHIBIT A: NEWMAN'S FAILURE TO PERFORM

1. On October 15, 2018, I received an email from Bob Newman suggesting that I hire him as a publicist to “get coverage on US radio, television, in newspapers and magazines and with online sites and bloggers” for my book *Can You Outsmart an Economist?*. Per his suggestion, we scheduled a phone call for October 18 at 4:00PM, when we spoke for approximately 40 minutes to discuss these services.
2. Later that day, Mr. Newman followed up with an email stating: “I am certain our firm, with it’s 30 years of experience in this area, can make a huge difference in book sales”. He included a price list for specific services.
3. Following a few more rounds of email, Mr. Newman sent me an email on October 25, 2018 with the following proposal (cut and pasted including typos):

The ten city radio is \$1,000. The online tour is \$3500. I will add in the newswire here with only a \$350 large for the payment directly to the service but the writing I will do under the online tour. I will add in \$1,200 for some carefully chosen print as I agree with you on that. And I do not believe television is germane. This will all be 6 months of work that totals just over \$6,000. I will reduce it for advanced payment to \$5400 that will actually be \$5,000 of work as the newswire payment has to be made directly to them. I am also happy to toss in a coulee more radio/podcasts that are worthwhile.

4. In a separate email dated October 21, regarding the January, 2019 meeting of the American Economic Association in Atlanta, Mr. Newman also agreed that the package would include the following:

I am happy to find out which media are attending the Atlanta Conference and contact them to set up meetings. I am also happy to connect you with nexus while you are in Atlanta.

5. On October 25, on the basis of the promises detailed above, I paid \$5400 vi Paypal to Mr. Newman’s agent Henry Mondschein.
6. In the end, Newman Communications booked a total of 14 radio/podcast spots. There was no online tour, no newswire release, no “carefully chosen print’ and no arrangements in Atlanta with either media or nexus.

## EXHIBIT B. NEWMAN'S FAILURE TO COMMUNICATE

1. As described in Exhibit A, I contracted (and paid) for Mr. Newman's services on October 25, 2018.
2. On November 8, 2018, having heard nothing from Mr. Newman or Newman Communications since the day I made my payment, I wrote to say:

I'm surprised not to have heard anything from you in the two weeks since I signed on. Can you let me know what's happening?

3. I received no response until November 13, 2018, when Mr. Newman wrote to say:

Pitches are now all out. Following up ASAP as the world is quieter. I am certain we will begin getting placements over the next week.

I am working on the Newswire this week too.

4. I did not hear from Mr. Newman (or anyone else at Newman Communications) again until fully two weeks later, on November 27, 2018, when he sent an email reading, in its entirety:

Are you available Thursday for me to update you?

I responded by email that I'd be happy to talk by phone on Thursday (i.e. November 29).

Mr. Newman did not respond to this email and did not call.

5. I followed up with an email on November 30 saying:

I'm sorry we didn't connect on Thursday. Do you want to update me by email or should we try for another time?

6. Mr. Newman's response came on December 2. This was the entire response:

I will send you an email early this week. I need to check on a couple of major prospects tomorrow.

7. The promised email did not arrive "early this week". I heard nothing for nearly another two weeks, until December 14, when I received an email from Mr. Newman that began:

This is just the first of two notes we will send you updating our work.

There followed a list of activities, of which only one was verifiable:

The newswire is scheduled to go out and will get significant hits right after the New Year.

8. The newswire in fact did not go out. Moreover, although this was supposed to be the "first of two notes", I did not in fact receive another email until over three weeks later, on February 7. That email said:

The Newswire.com will be out within the week....The remainder of the elements of the campaign I will write you about tomorrow....

9. The Newswire.com did not go out within the week (or ever), and there was no followup to the promise to write "tomorrow". I did not in fact hear anything substantive from Mr. Newman again until March 2, in response to my complaint to the Better Business Bureau.

## Appendix to EXHIBIT B: ATTEMPTS TO COMMUNICATE THROUGH ELISE BOGDAN

1. Elise Bogdan is the Newman Communications employee who booked 14 radio and podcast broadcasts for me (as part of the “radio tour” that was individually priced at \$1000).
2. On January 15, 2019, not having heard from Bob Newman since his brief and demonstrably inaccurate note of December 14 (asserting that “The newswire is scheduled to go out and will get significant hits right after the New Year”, although in fact it was still not out on January 15, and is still not out today — and promising a followup note that never arrived), and after having written to Bob Newman multiple times in the interim without getting a response, I wrote to Elise Bogdan as follows:

Elise: Bob isn’t responding to emails, I haven’t heard from you since November, and I’m beginning to wonder if I’ve fallen through the cracks. Can you update me on what you’re doing?

Her response, in its entirety:

Our apologies, Bob had a brief illness but he will be getting you an update on our efforts to date.

3. On March 2, 2019, I wrote again to Elise Bogdan:

Elise:

I’m very sorry to have to write this email, but as far as I can tell, you’ve not followed through on many of the services I contracted for, and Bob has totally stopped responding to emails (which is why I’m writing to you instead).

The last I heard from Bob was December 14. At that time he said you’d soon be re-pitching large NPRs right after the New Year. Did that happen?

He also said that the Newswire release would go out right after the New Year. Did that happen?

He also said that he would follow up with a note about specifics. He never followed up.

You’ve obviously provided some good service. It appears that you’ve also failed to follow through on a lot that you promised, and that you’ve thereby cost me valuable time that could have been spent working with a different publicist.

It seems to me that on balance, it’s appropriate for me to find another publicist in a hurry, and to ask you for a full refund.

Of course if you’ve actually done much more than I’m aware of, I’ll be glad to know the details, and I’ll be even more glad if I end up needing to apologize for doubting you. But in view of the lack of communication so far, I fear that the best thing for us to do is part ways. I also hope and expect that this won’t become adversarial.

Once again, if this all stems from the health problems you’ve alluded to at Bob’s end, I am sympathetic. But it appears that I haven’t been getting a straight story about this.

4. I received a brief response from Bob Newman saying that he had intercepted this email, and that “all was well”. He did not answer any of the questions in the email, and provided no other specifics.

## EXHIBIT C: BOB NEWMAN’S FALSE, DECEPTIVE AND DEFAMATORY RESPONSES

On or about March 1, 2019, I filed a complaint against Newman Communications with the Better Business Bureau. Bob Newman’s responses to this complaint consist almost entirely of demonstrable falsehoods. The following list is not exhaustive:

**1. My Email System.** For over twenty years, I have employed a highly effective system designed to make it easy for legitimate emailers to bypass my spam filter. First-time emailers receive the following automated responses:

Your mail to me (reproduced below) was not delivered because you are not on my “whitelist” of approved senders.

To add yourself to my whitelist, please resend your mail with the word “antlers” anywhere in the subject line.

If you do this once, you will be added permanently to the whitelist and you’ll never have to do it again.

I’m sorry for the minor inconvenience, but this is the only effective way to stop spam.

As far as I’m aware, nobody has ever been stymied by this. In fact, Mr. Newman himself, when he first wrote to solicit my business, navigated the system quite deftly. However, beginning on February 2, 2019, Mr. Newman began sending me emails from a series of new addresses — first bobnewman287@gmail.com, then bob.newman@newmancomm.com, then newmancomm@icloud.com. These all received the standard response, but Mr. Newman chose not to whitelist them.

Mr. Newman asserts in his response to the BBB complaint that this is why I got so few responses to my inquiries between October, 2018 and March, 2019. However:

- a) Mr. Newman did not start using unfamiliar email addresses until February 2, 2019, long after most of the many failures to communicate documented in Appendix B.
- b) Every one of those emails from unfamiliar addresses went to my spam box, from which I’ve retrieved them. Their only content consists of further false promises that the newswire release will go out “within a week”.

**2. Mr. Newman’s Characterization of My Response.** Mr. Newman’s response to the Better Business Bureau says that:

When the company’s CEO reacted to Mr. Landsburg on March 2, Mr. Landsburg’s response was angry, belligerent and represented the attitude often expressed in his past controversies.

Here, for the record, and in their entirety are the two allegedly “angry, belligerent” responses to which Mr. Newman seems to be referring:

My first email:

You said this on December 14:

> The newswire is scheduled to go out and will get significant hits right after the New Year.

You said this tonight:

> The Newswire.com will be out within the week

Obviously, “within the week”, in the first week of March, is not the same thing as “right after the New Year”.

You also said that the current news cycle is far quieter and it will get larger pickup. That might be correct, but it does not explain why you originally planned to send it out right after the New Year. And I think you’ll understand why, after you failed to follow through two months ago, I have some doubts about your followthrough going forward.”

My second email:

Bob: Since it’s apparently too much trouble for you to take three seconds of your time to bypass my spam filter, I did the work of going through my spam box and extracting every single email you’ve sent me, from all of your many addresses, ever since I sent you a check. They are all quoted in their entirety below (except this morning’s, which I truncated because it’s presumably still fresh in your mind).

The pattern here is clear: You keep making promises and you keep not delivering. These include promises to deliver services and promises to update me on what you’re doing. You wrote on November 27 asking if I’m available for an update “this Thursday”, I said yes, you never responded, then wrote on Dec 2 to say you would send an email “early this week”, then never wrote again until Dec 14, etc. You said you were working on the Newswire “this week” on November 27, then told me it was “scheduled to go out” on December 14, then that it will be “out within the week” on February 2, and again that it will be “out within a week” on March 2.

You have not delivered the service I contracted for, and when I’ve tried to inquire, you’ve been evasive and deceitful. I will cc the below to the Better Business Bureau and, if necessary, the Massachusetts Attorney General. Please send me a full refund.

**3. The Truly Crazy Stuff.** On March 2, 2019, Mr. Nemwan sent me an email that begins as follows:

Your emails are consistently filled with anger, animosity and hatred. As you once said to me on the phone, “you don’t do it, I will get you.” One other phone conversation you said, “you a Jew, I can tell.”

The alleged quotes from my phone calls are either fabrications or delusions with absolutely no basis in reality. **First**, the only phone conversations I have ever had with Bob Newman took place on October 18, 2018<sup>1</sup>, when we were negotiating the terms of our agreement, and these conversations were entirely friendly. (I have tapes of these.) I did not become dissatisfied until long after these conversations took place. **Second**, I have copies of every email that ever passed between us, none of which show any hostility at all until the two final emails quoted above in Section 2 of this appendix. **Third**, the alleged threats and anti-Semitism are, to put it mildly, not at all my style.

Newman’s email goes on:

Steve, I will no longer tolerate the constant bullying. I have tried to engage on multiple occasions kindly and have you have not returned correspondence or have only been on email after 11 pm at night.

With regard to the “constant bullying”, I reiterate that I sent a total of two emails expressing dissatisfaction,

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<sup>1</sup> This was really one conversation, but we were cut off in the middle, so there’s an 8-minute call followed by a 32-minute call.

both of which are reproduced in Section 2 of this appendix.

As to the complaint that I am “only on email after 11PM”, I’m not sure why this would be an issue, but in fact I check my email obsessively all day long, I have retrieved every one of Mr. Newman’s emails out of my spam file within a few hours of receipt, and I have never failed to respond in a timely way to any emails that requested or seemed to need a response. That courtesy was not reciprocated.

In his public response to the Better Business Bureau, Mr. Newman repeated the same complete and utter falsehoods:

Throughout Newman Communications time working for Mr. Landsburg he displayed none of the attributes of what a PR client should do. He refused to engage in any meaningful discussion about his book and pitches. He often said – that’s your fucking job. He was not collegial. Quite the opposite. His communication was nasty and rude. He also refused to acknowledge that past controversies to do with women and fertility would impact the outcome of our pitching.

None of this has any relationship to the truth. As the email archive and telephone transcripts will show, I was always collegial, always happy to engage in meaningful discussion, never rude, and certainly never used the language above — not “often” as Mr. Newman says, and in fact not once.

Regarding “past controversies”, Mr. Newman is apparently referring to a blog post in which I criticized a public figure for supporting mandatory contraceptive coverage without making a convincing case for it — and then proceeded to make her case for her. At no time **ever** did Mr. Newman suggest that this was causing a problem for him; if he had, I’d have cheerfully offered some suggestions on how to deal with it.

**4. The Final Lie.** Mr Newman’s response to the BBB complaint ends as follows:

And based on the news cycle, Mr. Landsburg’s newswire.com will be executed on April 24, 2019.

It is now June, 2019. The newswire.com has still not been executed.



## EXHIBIT D: PATTERNS OF BEHAVIOR

Recent Internet reviews of Newman Communications suggest that the problems I've been having are not unique. Here are three reviews from the Better Business Bureau's website:

1. I would not Work with Bob Newman, unless you like being ripped off. He is a con artist through and through. He signed a contract and never paid the \$1,200 due when the project was completed. We took him to collection and he still never paid. Avoid this man and his company unless you like throwing your money away.
2. We hired Newman Communications to do a publicity campaign in San Francisco in April 2018. We paid \$1500 for this and have not seen any opportunities. We've been requesting a refund since October and he's been avoiding us. It's now February 14 and he is not returning our calls. What happened to Bob? This is a very poor business practice. I would not recommend booking with Bob Newman.
3. I signed a contract and gave Newman Communications 2k for 20 radio interviews. After three very small local ones they disappeared and have not answered emails or calls.

On Google Reviews, the author Diane Redleaf writes:

I agree with the "horrible" reviews with the caveat that Elise Bogdan, who handles radio spots for Bob Newman does reasonably good work, though a few of the spots she got me were pathetic (a podcaster who had 4 views!)—others were reasonable and had good reach However, Newman promised a major media campaign including print reviews, TV, and radio targeted in New York, Washington DC and Chicago—all things that were do-able for my book given that I had a piece in the Atlantic and in other local and national media and arranged 9 book talks myself with zero support from him. I fired him after I realized he was not delivering anything to help me with my own self-arranged book talks, despite multiple promises, and he had misrepresented contacts he had made on my behalf. As a first time author, I was the victim of a slick sales pitch from someone who does know the industry but doesn't do the work he promises.

Also on Google Reviews, the author David Reiss writes:

Horrible. I worked with them for six months and for a while received some media contacts, but then most of their staff left, the people I was working with left without notifying me, and for the last three months of my contract I paid \$6000 and received 1 (one) email and nothing afterwards. When I contacted the person responsible for my account he rudely said he left because he wasn't being paid and he would sue me if I filed a complaint about him; the owner's phone number doesn't accept messages and when he finally returned an email demanding my \$6000 back, he said he would call me and never did. I intend to take legal action against them.

The experiences reported by Redleaf and Reiss are eerily similar to my own.