

“We don’t want to fight, Manny Pacquiao,” says Record Company Lawyer - MabuhayRadio

Written by Joseph G. Lariosa

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CHICAGO (*jGLi*) – The lawyer for RMB, a recording company, which contracted Filipino boxing legend Manny Pacquiao to sign and sing for it exclusively for 12 songs, wants the boxing superstar to honor the contract or tell RMB if Manny wants out of the contract.

“We don’t want to have a war of words with Manny. If he does not want to record with us, that’s fine. But he should say so and he should settle things up with my clients and pay us. We are reasonable.” according to Atty. Steven J. Cooper, lawyer for the RMB, Inc., in a tape recorded phone interview last Jan. 7th.

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“Since Manny has not denied ever signing our contract, we presume he will still want to honor the contract,” Mr. Cooper added. “We don’t want to call him a liar because as a Philippine congressman, he is an honorable man.”

But if he keeps on singing with “Johnny Springer, on TV, in the Philippines (and elsewhere), every time he sings, he violates our contract.”

He said Manny recently held concerts after his bouts in Dallas (Texas) and in Lake Tahoe and “we heard he recorded a song with Dunn Hill.”

Because his company has an exclusive contract with Manny, Manny can only accept other singing engagements after Manny finished recording with his company for those 12 songs, Cooper said.

If Manny got money for those singing engagements, those monies are part of their RBM recording company, Cooper said.

If Manny did not make any money from those singing engagements but deposited the money in his Manny Pacquiao Foundation, “we are going to re-instate Manny’s foundation as co-defendant in our lawsuit against Manny.” After Manny’s lawyer, Marsha-laine F. Dungog, filed demurrers last Nov. 30, 2010, Cooper was prompted to file a “partial withdrawal” of the Pacquiao Foundation from the case. Attorney Dungog claims the foundation “had nothing whatsoever to do with the contract at issue.”

Cooper said because Manny’s foundation was merely partially dismissed from case as defendant “without prejudice, it means we can always re-instate Manny’s foundation if we later find out that the foundation is benefitting from Manny’s singing engagements.”

Cooper said RBM has sent Manny a letter for him to abide by the contract “but he just ignored us after we approached him.”

If I were Manny, Cooper said, he “should just settle the case and he does not have to be in a deposition. We don’t want this (case) to be an issue. Manny can solve this case. We don’t want to waste our time with Manny. We don’t want a war of words in public with Manny. We know Manny is responsible. He pays his bills. As a Congressman, he has to be forthright with good

reputation for being honest.”

As to the insinuations of Manny’s lawyers that “he (Cooper) has been disbarred and suspended and he was someone who saw money falling from the sky and we are taking them, these are not true,” Cooper said.

Cooper explained that when he was suspended by the state bar 20 years ago, his payment of his bar dues went to the wrong address. The second occurred in “August of 2010 because my client did not sign a separate document that required her to sign a separate agreement in a piece of real estate of which had very little value in the mountains and state rule requires two documents to be signed. I did not take any penny.

“The state bar says I need to have a separate agreement, telling her to consult with another lawyer. This was signed seven years ago, and was only updated only this year. For (Manny’s) lawyers to say I was disbarred for stealing money is not (only) really false but (also) very unfair and has nothing to do with RBM’s case against Manny. I can say that they have no good case that they have to lie about in this case.”

Cooper said he has sent Manny’s lawyers four letters – demanding for Manny’s deposition on Feb. 9, 2011 in his Torrance, California, office; production of documents, special interrogatories, form interrogatories, requests for admissions and legal pleadings.’

Cooper said, “We are flexible whatever is convenient for Manny. I don’t want to interrupt him when he is training. Two months before or after the fight, (is fine with me). It’s up to Manny. He can concentrate (on his training). They should just settle the case and he doesn’t have to be in deposition.”

RBM has accused Manny of \$10-M breach of exclusive contract before the Los Angeles Superior Court in California based on a contract Manny and Manny’s friend, Lito Camo co-signed on Sept. 16, 2009 in the Philippines.

RBM issued a \$16,000 check to Manny upon signing of the contract and another \$24,000 check on Oct. 3 for a total of \$40,000 that would have required Manny to sing two of the 12 songs that would pay Manny a total of \$160,000. (lariosa_jos@sbcglobal.net)