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Contract woes cause confusion

By Dave Holmes

Thad Kreisher

Julie Miller

Editors of The Print

Feeling misled in contract negotiations, comedian Randy Levin, after a Jan. 8 concert at the College, charged ASG Student Activities Director Breck Jacobs with misrepresentation and giving out false information which led to Levin receiving a lower fee than he usually receives.

Jacobs denied the charges saying, "I would like to think that there was a problem with communication where he misunderstood things that were said to him, rather than believe that out and out lies were perpetrated."

Paul Kylo, ASG advisor, said, "A great deal of miscommunication took place and a bad situation resulted."

In an interview with *The Print*, Levin said former ASG Activities Director Enrique Palacios negotiated a contract settlement of \$500. He usually receives \$600 to \$1,000 per show, "so coming 3,000 miles for \$500 is a hell of a bargain."

Jacobs was appointed Activities Director on Nov. 1 and shortly thereafter contacted Levin, who Levin said introduced himself as "the new director." Jacobs said he called to let Levin know that he had replaced Palacios and to verify the previously approved contract.

Problems began to surface when Jacobs called Levin back several weeks later. Jacobs reportedly told Levin there was a "big problem" and that the "old people" were no

longer at the school; they had all been fired. The reason they left was because they had problems and had no idea how to work a budget. They spent all the money ASG had, and there wasn't any money left. Levin further claimed that Jacobs suggested that Kylo was temporary and that Jacobs was his full time replacement.

Levin said that Jacobs wanted to offer him \$300. Levin did a similar show last year for \$400 and said that he would not lower his price. When Levin refused Jacobs' offer, Jacobs said he'd cancel the show.

"So he cancelled me when I said no to the \$300 and for no reason - so there was a breach of contract," Levin said. "I pointed out that I had a signed contract signed by a woman named Deborah Baker (Director of Student Services)." Levin stated that Jacobs told him that Baker no longer worked at the College either.

Jacobs states that it was Levin who placed the second call.

Jacobs said, "Randy wanted to know if it was possible to get more money than the \$500, so he initially reopened negotiations. What I told him in that conversation is that I was the replacement for Henry (Palacios), and that Henry had quit. As a matter of fact, Debbie's name never came up. He didn't mention it which I thought was kind of funny because Debbie's name is on the original contract. He asked about Paul and I said Paul is the advisor, but I am the Student Activities Director."

Levin then said he called the

National Association of Campus Activities (NACA) in Columbia, South Carolina where he spoke to their legal department. Levin said, "They told me it was still a binding contract. Even though an employee has left, the school is still obligated to fulfill the terms of the contract. So the NACA said I could charge legal breach of contract, but they said the same thing I was feeling. I felt bad for the school (due to their financial situation). I am not going to sue a school over that kind of money. It's silly."

Levin said he called Jacobs back and said he sympathized with the school's financial problems. He had to be in Portland anyway, so he'd perform for \$300. Levin then sent a note, supposedly at Jacobs' request, saying that because of the school's financial difficulties, he was willing to lower his price to \$300.

A month passed without disagreeing words, as communications ceased between Levin and Jacobs. But conflict popped up again when Levin made a "courtesy call" the day before he was to perform to inform Jacobs he was in town. "When I was talking to the secretary, I'd momentarily forgotten Jacobs' name, so I asked for the Director of Student Activities. I waited for her to say Breck Jacobs, but she said Deborah Baker." A confused Levin was told that Baker was in a meeting and would call him back later that day.

Baker returned Levin's call and attempted to clear the confusion. She told Levin that



Breck Jacobs

photo by Dan Wheeler



Randy Levin

photo by Juan Callahan

Jacobs had said he felt that \$500 was too much to pay for a performance. She advised Jacobs not to attempt to renegotiate Levin's contract, but said that he could try if he really felt it was necessary.

Jacobs said that he had checked up on Levin by calling the owner of The Last Laugh, a Portland comedy club that had previously booked Levin. According to Jacobs, the owner told him that Levin's popularity was failing, that he was very temperamental, and they would only pay Levin \$150 for three 45 minute shows.

The Print called The Last Laugh and spoke to Bill Mahan, an assistant to the owner who was out of town at the time. Mahan said that a comedian of Levin's calibre would usually receive from between \$500 and \$700 for one 90 minute performance.

Levin, who said he personally holds neither Baker or Kylo responsible for the tangle, told Baker that in light of finding out she was still on the job, and that he felt that Jacobs had also lied to him about the school's finances, he wanted the full \$500 that his original contract has specified or he would sue the school for the \$200 difference.

"I wanted to make it up to him and clear up any misunderstandings that might have occurred," Baker said. "To make it fair I split the \$200 difference and offered him \$100 (in addition to the \$300 Levin had previously received) to take care of any wrong-doing that might have taken place by either party." When asked if the \$100 was

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