

'Who's got the pictures?'

Remembering Lenny Leibowitz

WE RECENTLY LOST Lenny Leibowitz, my former legal partner and one of the best music lawyers in the business. If it weren't for Lenny, I would have never had the privilege of representing Local 802 and many of the other clients who I presently serve. In this respect, the debt I owe him cannot be repaid.

Lenny was my boss, my mentor, my father figure, my partner, my competition and my enemy. Aside from the final years during which we did not speak, he was also my friend.

In 1996, Lenny hired me to be his associate. In 2001 we formed a partnership that lasted up through 2003. We then went our separate ways.

When I think of Lenny, the following adjectives come to mind: brilliant, iconoclastic, irreverent, paradoxical and tragic.

As union negotiator Nathan Kahn recently noted, Lenny leaves behind a remarkable legacy. There isn't a single musician in this country who hasn't benefited in some fashion from Lenny's negotiating skill. His legacy is also an enduring one, since through his training, workshops and educational lectures, many of the individuals who currently negotiate orchestra contracts were trained by him and follow in his footsteps. This is a legacy that we should all strive to preserve.

One of the most cherished and vital legacies that Lenny has passed down is the illustration of bargaining strength and power that was related to him by his late father-in-law, Phil Sipser, one of the best labor negotiators there ever was. Lenny had already published the following story in *Allegro* after Mr. Sipser passed, so I am going to reprint



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it here. I doubt that I could tell it better and I don't think Lenny would mind. This story is called "Who's got the pictures?"

Philip Sipser's father had a fruit-and-tomato stand on DeKalb Avenue in Brooklyn when Sipser was a lad, at which he and his siblings worked after school and on weekends.

In the late 1940's, when he was just starting his legal career and earning about \$50 per week – in a good week – a man walked into his office with a set of photographs of Sipser at the tomato stand, selling tomatoes on the street.

When asked how much he wanted for the pictures, the man said \$50.

Sipser was astounded. "\$50? That's a week's income for me."



Lenny Leibowitz's father-in-law Phil Sipser once paid a week's wages for this exact photo above, because it shows him as a boy with his father at the family tomato stand, sometime in the mid-1930's to early 1940's. (You have to look closely to see them – they are far in the background, framed by the two workers in the foreground.)

The man looked at him with a smile and said "Mr. Sipser, you're lucky I only asked for \$50. You'd pay me \$250 if I asked for it."

Often during a negotiation he would turn to me and ask, "So, who's got the pictures?" It's still the best demonstration of negotiating power that I know.

I think that we would all be best served if we now took a moment and reflect on the various negotiations we are currently involved in and ask ourselves, "So, who's got the pictures?" The answer may surprise us.

One thing I can say for sure, wherever Lenny is, he's got the pictures.

(A special postscript: Lenny's former wife, Peggy, was kind enough to scan the original photo from this story so we are able to print it above.)

In other news...

● A payment of \$5,000 was recently made to musicians in final settlement of claims for wages and benefits due from performances at the Supper Club in 2005. Acceptance of the lump sum payment was agreed to because the

company's principal had moved out of state and had demonstrated an inability to continue to pay under the terms of a settlement agreement he had negotiated with Local 802 in 2006. After application of this payment, musicians who had performed for the Supper Club have been paid a substantial amount of the wages they were owed. Employee benefits have been paid in whole.

● A musician who Local 802 alleged was improperly terminated from his position in the pit orchestra at the John W. Engeman Theater in Long Island received a \$1,598.10 payment in satisfaction of his claim. The payment represented wages and pension contributions.

● Local 802 settled a claim with the Dicapo Opera Company for improperly canceling a March 18, 2011 rehearsal. Dicapo agreed to a payment schedule that will provide musicians with full payment of wages, health benefits, dues and damages in the amount of \$5,514.69. The agreed payment represents full satisfaction of an arbitration award that was issued against Dicapo on Jan. 6, 2010.