

September 07, 2018, by Eriq Gardner

Michael Moore Ditched Arbitration With Ex-Wife Eyeing Movie Profits



Kathleen Glynn alleges she's getting meager sums for his films, but a dispute over the dispute breaks out.

As Michael Moore premieres *Fahrenheit 11/9* in Toronto this month, the famed documentarian is caught up in an increasingly heated dispute with his ex-wife that even has a bizarre Harvey Weinstein cameo.

For 23 years, Moore was married to Kathleen Glynn, but the relationship was more than husband and wife. She was also his business partner and a producer on such films as *Bowling for Columbine* and *Fahrenheit 9/11*. According to new court papers, when they settled with each other in 2014 upon their separation, Glynn agreed to surrender her 50 percent interest in their joint company in return for four percent of his gross receipts for past films as well as ones made in the following five years.

Glynn is now accusing Moore of "flagrantly, intentionally, and shamelessly act[ing] in bad faith to deprive" her of the benefits of the settlement agreement.

"His dishonorable intentions became clear from the outset," states a petition that Glynn filed in New York Supreme Court on Thursday. "For example, in purported fulfillment of his obligations to Kathleen for the seven-month period from June 1, 2014 through December 31, 2014, Mr. Moore tendered two checks to Kathleen totaling a meager \$541... implying that his gross receipts during that seven-month period were just \$13,525."

She adds that on Moore's personal tax returns, he's reported total income of negative \$350,862 in 2014 and a total income of negative \$221,025 in 2016.

The agreement called for Moore and Glynn to flesh out the terms of the profit share, but they weren't able to do so. Pursuant to the agreement, they went to arbitration, and according to her, it has dragged on for years.

Saralee Evans, a retired New York judge, became the arbitrator, and proceedings took place this past February. Moore and his ex-wife testified as did expert witnesses. But after the third day, hell broke out. Moore wouldn't commit to continuing the arbitration.

On March 30, Moore's attorney Candyce Abbatt wrote the arbitrator in a motion to terminate the proceedings.

"I have never, in my thirty six years of law practice experienced a proceeding which was so chaotic and inappropriate," she stated in the letter. "After we left your office on Saturday, February 17, 2018, my client was literally shaking with frustrating."

According to Abbatt, Evans let Glynn's counsel get away with frivolous objections and interruptions and snickering during Moore's testimony. She also was aghast that the arbitrator likened Moore's expert witness, his long-time transactional lawyer Kenneth Weinrib, to Harvey Weinstein (who distributed most of Moore's films).

"This slanderous comment by the Arbitrator antagonized and upset the witness," continued Abbatt. "It interfered with his ability to respond to questioning and present his expert witness testimony on Mr. Moore's behalf. It inflamed an already charged hearing and served no judicial purpose."

Saying that the arbitration had "degenerated to a free-for-all," Abbatt called the whole thing off. Or at least she requested it. The arbitrator denied the motion.

Bonnie Rabin, attorney for Glynn, expresses doubts about Moore's motives.

She thinks that Moore was unhappy with how the proceeding was going and decided to re-do the whole thing.

"Moore decided that it was time to shop for another forum," writes **Rabin**.

On July 18, Moore went to Michigan court and sought an order modifying the settlement agreement and appointing an alternative arbitrator. Glynn's lawyer asserts there is no legal authority to do this and is now petitioning a New York judge to compel Moore to arbitrate.