

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No.: 25-14374-CIV-MAYNARD

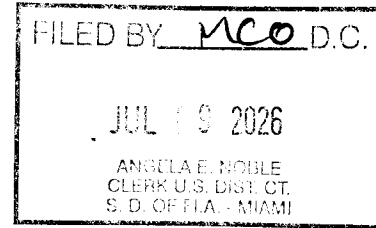
PRIMOUS FOUNTAIN,

Plaintiff,

v.

**MICHAEL TILSON THOMAS,
NEW WORLD SYMPHONY, INC., and
MARTIN SHER,**

Defendants.



THIRD AMENDED COMPLAINT

I. INTRODUCTION

1. This action arises from Defendants' failure to perform a scheduled and publicly announced concert devoted exclusively to Plaintiff's musical compositions.
 2. The planned concert represented a rare and significant professional opportunity: a full orchestral program devoted entirely to Plaintiff's work under the direction of Defendant Michael Tilson Thomas, an internationally recognized conductor.
 3. The concert was structured as a full program devoted exclusively to the works of a single living composer and was developed over an extended period through coordination between Plaintiff and Defendants.
 4. After agreeing to present the concert and engaging in approximately two years of planning, Defendants failed to perform the concert and did not provide any definite rescheduled date.
 5. Plaintiff now reasserts Count IV (Racial Discrimination Under 42 U.S.C. § 1981) pursuant to the Court's Order dated June 16, 2026 granting Plaintiff leave to file a Third Amended Complaint. Count III (Unjust Enrichment) is carried forward as previously pleaded and remains pending before the Court.
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II. JURISDICTION AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1331 and § 1367.
 2. Venue is proper pursuant to 28 U.S.C. § 1391.
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III. PARTIES

1. Plaintiff Primous Fountain is a professional composer.
 2. Defendant Michael Tilson Thomas was, at all relevant times, Music Director of Defendant New World Symphony, Inc.
 3. Defendant New World Symphony, Inc. is an orchestral institution responsible for programming and presenting concerts.
 4. Defendant Martin Sher served in an artistic planning and administrative role and communicated directly with Plaintiff.
 5. Defendant Tilson Thomas made and directed the agreement to conduct the concert; Defendant New World Symphony was responsible for programming, scheduling, and presenting the concert; and Defendant Sher communicated with Plaintiff and conveyed decisions regarding the concert on behalf of the other Defendants.
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IV. FACTUAL ALLEGATIONS

A. Background and Professional Relationship

1. Plaintiff is a composer who has devoted his professional career to composing music.
2. Plaintiff has maintained a longstanding professional relationship with Quincy Jones, who has served as a patron of Plaintiff's work since Plaintiff was a teenager, including at that time entering into a written agreement to provide Plaintiff with monthly financial support over a period of years so that Plaintiff could focus on composing, and who later formally commissioned Plaintiff's Symphony No. 2. See Exhibit F.

B. Formation of Agreement

1. On or about June 22, 2020, Defendant Tilson Thomas telephoned Plaintiff and offered to conduct a concert devoted exclusively to Plaintiff's musical compositions.
2. During that conversation, Defendant Tilson Thomas repeatedly told Plaintiff, "Your music is so original," and expressed his intention to present a concert entirely dedicated to Plaintiff's work.
3. Plaintiff accepted.
4. The agreement was an oral and implied-in-fact contract based on the parties' communications, course of conduct, and mutual assent.

C. Ongoing Planning and Performance

1. Following the agreement, Plaintiff and Defendants engaged in extensive planning over approximately two years.
2. This included more than sixty communications regarding preparation and coordination.
3. Defendant New World Symphony personnel, including its librarian, communicated with Plaintiff regarding preparation of musical scores.
4. Plaintiff provided Defendants with printed, full-size (11×17) conductor scores and materials for numerous orchestral works, including Symphonies Nos. 1–8, a Cello Concerto, Manifestation, Ritual Dances of the Amaks, Caprice, Espiritu, Exile, and a solo piano work. Several of these scores consisted of hundreds of pages, with Symphony No. 8 exceeding 460 pages.
5. Plaintiff was informed by Defendant New World Symphony personnel that Plaintiff should receive compensation for work performed in preparing the scores. See Exhibit G.
6. Defendants expressed enthusiasm for the planned concert and their collaboration with Plaintiff, stating in writing that they were "thrilled for this concert and to be working with" Plaintiff. See Exhibit E.

D. Public Announcement (Further Confirmation)

1. Defendant New World Symphony publicly announced the concert for its 2021–2022 season. See Exhibit A.
2. The concert was scheduled for April 16, 2022 and titled "Primous Fountain: An American Original." See Exhibit B.
3. The announcement included identification of Plaintiff's works to be performed. See Exhibit M.
4. This public announcement was consistent with and further confirmed the parties' prior agreement and ongoing performance.

E. March 2022 Communication – Indefinite Postponement

1. Defendant Sher stated, "I think it best that we postpone for now until MTT is able to take this on," without providing any definite timeline. See Exhibit C.
2. Defendants did not provide a specific rescheduled date.

F. Plaintiff's Offer to Proceed and Defendants' Refusal

1. Plaintiff offered to proceed with the scheduled concert using an alternative qualified conductor so that the concert could go forward as planned. Defendants declined this proposal and instead elected to postpone the concert until Defendant Tilson Thomas was able to conduct it. See Exhibit C.

G. Reduction of Concert

1. The reduced program involved only one of the three movements of Plaintiff's work, Ritual Dances of the Amaks — approximately one-third of the full composition — and was to be conducted by a conducting fellow rather than Defendant Tilson Thomas. See Exhibit I.

2. These actions reflect a unilateral reduction and abandonment of the originally agreed-upon concert.

H. Continued Conducting Activity by Defendant Tilson Thomas

1. During the period in which Defendants represented that the concert would be postponed until Defendant Tilson Thomas was able to conduct it, Defendant Tilson Thomas continued to actively conduct concerts and premieres of other composers' works, including a United States premiere in November 2022. See Exhibit T.
2. Defendant Tilson Thomas also conducted numerous national and international concerts during this period. See Exhibit D1.
3. Defendant New World Symphony publicly indicated that Defendant Tilson Thomas would lead multiple concerts during the relevant season. See Exhibit D.

I. Qwest TV Broadcasts and Ongoing Exposure

1. Defendant New World Symphony maintained an ongoing relationship with Qwest TV associated with Quincy Jones. See Exhibit K.
2. Defendant New World Symphony concerts were broadcast during the same period Plaintiff's concert was scheduled and in subsequent seasons. See Exhibits K–L1.
3. These broadcasts demonstrate that international exposure for Defendant's concerts was active during the relevant time.

J. Public Representation of Ongoing Collaboration

1. Defendants publicly described Plaintiff as a "longtime friend and collaborator" of Defendant Tilson Thomas. See Exhibit J.
2. This statement was made despite Defendants' abandonment of the agreed concert and the absence of any ongoing collaboration with Plaintiff.

K. Demand Letters

1. Plaintiff sent two written demand letters to Defendants seeking resolution. See Exhibits R and S.
2. Defendants did not respond.

L. Unauthorized Scheduling After Express Denial of Permission

1. Plaintiff expressly informed Defendants, as the sole copyright owner of his works, that no permission was granted to perform any of his compositions outside of the agreed-upon concert devoted exclusively to his music. See Exhibit P.
2. Plaintiff's consent to any performance of his works was expressly conditioned upon the presentation of a concert devoted exclusively to his music.
3. Despite this express denial of permission, Defendants nevertheless scheduled and publicly announced a performance of Plaintiff's work, Ritual Dances of the Amaks, as part of a separate concert program. See Exhibits I and J.

4. In that same public program, Defendants described Plaintiff as a "longtime friend and collaborator" of Defendant Tilson Thomas, despite having withdrawn from the agreed concert and ceased collaboration with Plaintiff. See Exhibit J.

M. Ongoing Work

1. Plaintiff continues to actively compose and has recently completed his Symphony No. 9, earlier this year.
2. Symphony No. 9 consists of approximately 437 pages.

COUNT III — UNJUST ENRICHMENT (Against Defendant New World Symphony, Inc.)

1. Plaintiff realleges and incorporates the allegations contained in Sections C, I, and J of the Factual Allegations as though fully set forth herein.
2. Plaintiff provided Defendants with substantial work product, including orchestral scores and preparation.
3. Defendants retained the benefit of Plaintiff's work while failing to perform the agreed concert.
4. Defendants' association with Quincy Jones and Qwest TV during the relevant period was connected to and enhanced by the planned concert devoted to Plaintiff's work. See Exhibits K–L1.
5. It would be unjust to allow Defendants to retain those benefits without compensating Plaintiff.

COUNT IV — RACIAL DISCRIMINATION IN CONTRACTING UNDER 42 U.S.C. § 1981

A. The Nature of the Claim

1. Plaintiff Primous Fountain is a Black American composer of orchestral music. He has composed nine symphonies among a body of twenty-six orchestral works spanning more than sixty years of composition. His work has been commissioned by the Milwaukee Symphony Orchestra, the Minnesota Orchestra, William Forsythe and the Frankfurt Ballet, and Quincy Jones. His ballet Manifestations, choreographed by Arthur Mitchell, became a signature work of the Dance Theatre of Harlem. He is the recipient of two Guggenheim Fellowships and the Goddard Lieberman Award from the American Academy of Arts and Letters. Quincy Jones, upon discovering Plaintiff at age sixteen, stated: "He is the future."
2. To state a claim under 42 U.S.C. § 1981, Plaintiff alleges that: (1) he is a member of a racial minority; (2) Defendants intended to discriminate against him on the basis of race; and (3) the discrimination concerned the making, performance, and termination of a

contract within the meaning of 42 U.S.C. § 1981(b). Plaintiff alleges that Defendants withdrew from Plaintiff's exclusive all-Plaintiff honor arrangement because of Plaintiff's race, and that race was a but-for cause of Defendants' withdrawal. *Comcast Corp. v. Nat'l Ass'n of African Am.-Owned Media*, 140 S. Ct. 1009 (2020).

B. The Agreement and Its Significance

3. In or about June 2020, Defendant Tilson Thomas personally telephoned Plaintiff and offered to present a concert devoted exclusively to Plaintiff's orchestral compositions. Plaintiff accepted. Defendant NWS was thereby obligated to present a concert devoted exclusively to Plaintiff's orchestral works, and Plaintiff was obligated to provide scores, parts, and materials necessary for the performance and to participate exclusively in that engagement.
4. No concert date was stated or agreed upon during the June 22, 2020 telephone conversation. The agreement was for an exclusive all-Plaintiff concert — nothing more and nothing less. No specific date of performance was discussed, proposed, or agreed upon by either party during that call.
5. The April 16, 2022 concert date was announced publicly by NWS in their May 7, 2021 season announcement. No term of the original June 2020 agreement — stated or implied — authorized NWS to unilaterally set a concert date without Plaintiff's prior consultation and approval. The original agreement was silent on the question of scheduling authority, and that silence cannot be construed as granting NWS unilateral authority to set a performance date. While Plaintiff found the announced date of April 16, 2022 acceptable upon learning of it, that post-announcement acceptance is fundamentally different from having pre-authorized NWS to set any date of their choosing without Plaintiff's input. The April 16, 2022 date was therefore NWS's own unilateral scheduling choice — not a term agreed upon at formation in June 2020.
6. A concert devoted exclusively to the works of a single composer is among the highest honors an orchestra can bestow — a public proclamation that the composer's body of work possesses sufficient variety, depth, and artistic stature to sustain an entire concert program on its own. Such exclusive all-composer concerts have been devoted to composers including Igor Stravinsky, John Adams, and John Cage — the latter two honored with exclusive programs at NWS itself.
7. To Plaintiff's knowledge, no major American orchestra has ever devoted an entire concert exclusively to the works of a single Black American composer. The announced concert — titled "Primous Fountain: An American Original" — would have carried historic significance.
8. This honor was not sought or lobbied for — it was offered by Defendant Tilson Thomas himself, after seeing Plaintiff's work, and based on his own artistic judgment and his vast knowledge of the orchestral repertoire. That a conductor of Thomas's stature — one who had spent a lifetime immersed in the greatest music ever written — would independently arrive at this recognition and publicly announce it makes the subsequent retraction all the more telling. Defendants, knowing that no Black American composer had ever received

this honor in the history of American orchestral music, chose to retract it, to erase any public record of it, and now fight in this Court to ensure it never comes to pass.

C. NWS's Treatment of White Composers — The Comparator Evidence

9. Defendant NWS has presented a concert devoted exclusively to the works of John Adams, a white composer — a two-night all-Adams program on January 17-18, 2026, celebrating the 15th anniversary of the New World Center, featuring *After the Fall* with pianist Víkingur Ólafsson, *I Still Dance*, and the *Doctor Atomic Symphony*, conducted by both Adams and NWS Artistic Director Stéphane Denève. This exclusive all-Adams engagement was publicly honored as announced without cancellation or retraction. Documentation of this concert is attached hereto as Exhibits U, V, and W.
10. NWS also presented a weeklong festival in February 2013 devoted exclusively to the music of John Cage, a white composer, which was similarly honored as announced without dispute or cancellation. Although this festival occurred years before the events at issue, it demonstrates that NWS has historically treated exclusive all-composer programming for white composers as an honor it is willing to confer and honor as announced.
11. During the same period in which Defendants cancelled Plaintiff's exclusive concert, Defendant Tilson Thomas continued prominent performances involving named, non-Black composers, including conducting the United States premiere of a cello concerto by Danny Elfman — a composer known primarily for film scores including *Batman* and *The Simpsons* — with the San Francisco Symphony in November and December 2022, documented in Exhibit T. Plaintiff relies on this to show Defendants' continued willingness to program non-Black, named composers while withdrawing from Plaintiff's contracted exclusivity.
12. Plaintiff is not aware of any exclusive all-composer concert given by NWS to a Black American composer, before or after the announced Fountain concert. In contrast to NWS's honoring of exclusive all-composer programming for white composers, Defendants withdrew from and cancelled Plaintiff's contracted exclusive all-Plaintiff concert engagement without explanation.
13. After Defendants publicly announced Plaintiff's exclusive all-Plaintiff concert honor, Plaintiff was informed through Qwest TV emails (Exhibit K) that Quincy Jones — a Black American and Plaintiff's long-time patron who commissioned Plaintiff's *Symphony No. 2*, and who had nurtured Plaintiff's compositional career from the time Plaintiff was a teenager — had become personally involved through his owned Qwest TV to support and develop the concert's success. As early as March 22, 2021, Qwest TV's Chief Revenue Officer Isabelle Pasquesone confirmed in writing that she had discussed with NWS executive manager John Kieser "to build a strong project around MTT / QJ and PF" — meaning Defendant Tilson Thomas, Quincy Jones himself, and Plaintiff — and that sponsors were being sought for the project. On March 31, 2021, the same Qwest TV Chief Revenue Officer confirmed in writing that Qwest TV was "moving forward with MTT and New World, and Quincy of course on our side to make something big around this project," with budget discussions already underway. Jones — the producer of

Michael Jackson's three top-selling albums including *Thriller*, the highest-selling album in recording history — saw this concert as a celebration and acknowledgment of his decades of nurturing Plaintiff from teenager to "An American Original." NWS's own executive manager John Kieser was in direct planning discussions with Qwest TV about this major joint project spanning more than thirteen months. Defendants nonetheless cancelled the concert without explanation, without any reference to Jones or Qwest TV, and without any stated reason. Plaintiff alleges that Defendants' decision to cancel a concert carrying the personal involvement and endorsement of one of America's most celebrated music figures — after more than thirteen months of active joint planning and despite the extraordinary business, media, and cultural advantages that Jones's involvement would have brought to NWS — was economically irrational and was the product of intentional racial discrimination because of Plaintiff's race.

14. On October 28, 2020, Plaintiff emailed Defendant Tilson Thomas, with copies to NWS personnel Ana Maria Estevez and Martha Levine, stating that Plaintiff's works had not been performed in the United States for over thirty years "because of the upholding of the system of racism white supremacy by conductors and orchestras," and demanding equal respect and treatment as is given to others. See Exhibit AC. From that date, Defendants and NWS were on explicit written notice that Plaintiff attributed the absence of performances of his work in the United States to systemic racial discrimination by conductors and orchestras, and that Plaintiff demanded equal contractual treatment.
15. On March 9, 2022, Plaintiff emailed Defendant Tilson Thomas, with copies to Defendant Sher, Howard Herring, Ana Maria Estevez, William Osborne, and Martha Levine of NWS — effectively the entirety of NWS leadership — explicitly raising concerns about "biases and hypocrisy" and stating that music directors including Muti and Dudamel had, "with a touch of racism, tried to not recognize the greatness of my works." See Exhibit AD. Plaintiff observed that Mahler and Tchaikovsky, as deceased composers, are not living to know about or personally benefit from another performance of their work — whereas Plaintiff, as a living Black American composer whose music had not been performed in the United States for over forty years, would be profoundly and historically affected by the performance of his exclusive concert, as would the consciousness of Black Americans for whom such a concert would carry historic cultural significance. Plaintiff urged Defendants to revive the concert as planned. Defendants did not respond to Plaintiff's racial bias concerns.
16. Approximately two months after Plaintiff's explicit racial bias email to all of NWS leadership, Defendant Sher sent Plaintiff the May 9, 2022 email offering a single work in a Spanish Dances themed program featuring South American composers, with no acknowledgment of Plaintiff's racial discrimination concerns, no explanation for the cancellation, and a request that Plaintiff not post anything to social media until NWS's official release. See Exhibit H. Defendants' failure to respond to Plaintiff's explicit racial discrimination concerns — and their subsequent offer of a racially coded Spanish Dances substitution while asking Plaintiff to remain silent publicly — reflects deliberate disregard of Plaintiff's equal contracting rights under 42 U.S.C. § 1981. Plaintiff alleges that Defendants' decision to proceed with the substitution and social media suppression request, in the face of Plaintiff's explicit written racial bias allegations to all of NWS leadership, was the product of intentional racial discrimination and was a but-for cause of Defendants' withdrawal from Plaintiff's contracted exclusive honor arrangement.

D. The Systematic Retraction of Honor

17. After two years of ongoing planning and preparation for the exclusive concert, Plaintiff received an email from Defendant Sher dated May 9, 2022, attached hereto as Exhibit H, which stated in relevant part:

"I hope you'll be pleased to know that we are confirmed to perform 'Ritual Dances' this coming season. Though we had to step away from a fully dedicated concert to your music, we felt it important that we present at least one of your works in honor of our ongoing conversations."

18. This email unilaterally cancelled the exclusive concert agreement without explanation, without apology, and without acknowledgment of the two-year planning relationship, the public announcement, the active Qwest TV planning discussions that had been ongoing for more than thirteen months, or Plaintiff's explicit racial discrimination concerns raised two months earlier. It offered instead to perform a single work — Ritual Dances of the Amaks — as part of a concert program devoted to other composers' works.
19. The depth of NWS's prior commitment to the exclusive concert is documented in a July 23, 2021 email from Defendant Sher to Plaintiff, attached hereto as Exhibit E. In that email, Sher wrote on behalf of himself and Defendant Tilson Thomas: "In my conversation with MTT, we feel a really great program would include Ritual Dances of the Amaks, Piano Solo and the 1st movement of your 7th Symphony. We feel this would present a wide variety of your music and give audiences a sense of the scope of your compositions and artistry." The email further stated: "We're so thrilled for this concert and to be working with you." This commitment followed the June 2020 agreement, the May 7, 2021 public season announcement of the exclusive concert, and the ongoing Qwest TV planning discussions — all reflecting a continuous arc of planning and enthusiasm spanning nearly two years. This email — dated 267 days before the April 16, 2022 concert date — demonstrates that as late as July 2021, both Defendant Tilson Thomas and Defendant Sher were actively and enthusiastically planning the exclusive concert program in specific detail, devoting NWS artistic team resources to its preparation, and seeking archival video of Plaintiff's ballet Manifestations for inclusion. No explanation was ever provided for why, months after this expression of enthusiasm, NWS unilaterally cancelled the exclusive concert and offered instead to place a single work in an unrelated Spanish Dances program.
20. The specific program to which Plaintiff's work was assigned was a Spanish Dances themed concert featuring works by South American composers — a program entirely unrelated to Plaintiff's identity, background, or musical tradition. Documentation of this program is attached hereto as Exhibit I.
21. The retraction embodied in this reassignment was threefold and systematic:
 - a. From an exclusive concert entirely of Plaintiff's works to a supporting role in another composer's themed program — retraction of artistic recognition;

b. From the title "Primous Fountain: An American Original" to unnamed participant in a Spanish Dances program — retraction of the proclamation of artistic stature;

c. From Defendant Tilson Thomas conducting — his personal commitment to Plaintiff's work — to Tilson Thomas's complete absence from the program — retraction of the prestige and personal artistic endorsement.

22. The assumption embedded in Defendant Sher's email — that Plaintiff would be "pleased" to receive a single work placement in an unrelated program as a substitute for an exclusive concert — reflects a profound disregard for Plaintiff's standing as a composer and for the significance of what had been agreed and announced, particularly in light of Plaintiff's explicit racial discrimination concerns raised two months earlier.
23. Upon receiving Plaintiff's demand letter asserting his rights and demanding fulfillment of the original exclusive concert agreement, NWS removed Plaintiff's work from the Spanish Dances concert entirely and reassigned it to yet another different concert program. In this second reassignment communication, NWS described Defendant Tilson Thomas and Plaintiff as "longtime friends and colleagues" — an attempt to frame the relationship warmly while systematically dismantling the original agreement. Documentation of this reassignment is attached hereto as Exhibit J.
24. This removal from the Spanish Dances concert upon receipt of Plaintiff's demand letter reflects consciousness of the wrongful and potentially discriminatory nature of that placement. NWS recognized how the reassignment would appear and moved to correct it only after being challenged.
25. Plaintiff formally notified NWS by email that he did not give permission for any of his music to be performed in whole or in part except on the agreed exclusive concert, attached hereto as Exhibit P. NWS disregarded this notification and continued to keep Plaintiff's work scheduled and publicly announced on their website, as documented in Exhibit M. This disregard breached Plaintiff's exclusivity right under the agreement and deprived him of the benefit of his bargain — the exclusive all-Plaintiff honor concert.

E. The Historical and Systemic Context

26. The music created by Black Americans represents the only body of music to emerge from the United States that has genuinely influenced the world internationally — originating from the forced transportation of enslaved Africans to American shores, and evolving through blues, gospel, jazz, rhythm and blues, rock and roll, soul, funk, house music, and hip hop. Every one of these forms was created by Black Americans and subsequently adopted globally.
27. In the field of classical orchestral composition, the honor of an entire concert devoted exclusively to a single composer has been given to canonical European masters — Beethoven, Brahms, Mahler, Stravinsky — all white European composers. At NWS specifically, this honor has been given to living white composers John Adams and John Cage. To Plaintiff's knowledge, no major American orchestra has ever devoted an exclusive concert to a living Black American composer.

28. Defendant Tilson Thomas's recognition of Plaintiff as "An American Original" reflects his understanding that Plaintiff's orchestral works represent a fulfillment of a historic gap — a Black American composer whose work can stand alongside the great masters of the symphonic tradition. That recognition, coming from one of America's most celebrated conductors after more than sixty years of Plaintiff's compositional work, was not routine. It was a proclamation that this composer deserved to be heard.
29. Plaintiff's orchestral works have not been performed by a single major American orchestra in more than forty years — not because the music is insufficient, but because the institutional infrastructure of American classical music has systematically excluded him. John Adams is celebrated and frequently performed because that same institutional infrastructure has consistently supported, promoted, and honored his work over decades. That support is not race-neutral. It reflects institutional decisions — made repeatedly, across orchestras, conductors, critics, and funders — about which composers are considered worthy of investment, promotion, and the ultimate honor of exclusive recognition.
30. Plaintiff further alleges that NWS's public programming overwhelmingly features works by white composers. NWS's publicly announced seasons document that the substantial majority of featured composers, guest conductors, and soloists are white. Plaintiff further alleges that, in this context, Defendants withdrew from Plaintiff's contracted exclusive all-Plaintiff concert honoring a Black American composer and replaced that exclusivity with non-exclusive themed programming alongside South American composers, without explanation. Plaintiff alleges that Defendants' decision to deny Plaintiff the announced exclusive honor while programming similar exclusive honors for white composers was the product of race-based discrimination and was a but-for cause of Defendants' withdrawal.
31. MTT saw what the institution had failed to see. After more than forty years of institutional silence, one of the most celebrated conductors in American history personally telephoned Plaintiff, described his music as representing an entirely original American voice, and announced to the world that this composer would finally be heard — exclusively, on his own terms, in a concert bearing his name and the title "An American Original." Then he withdrew. And the institution that bears his name offered instead to place Plaintiff's work in a Spanish Dances program alongside South American composers, assuming Plaintiff would be pleased.
32. The systemic question this case presents is direct and unavoidable: If Plaintiff were white — with the same body of work, the same Guggenheim Fellowships, the same Carnegie Hall performance, the same commission from Quincy Jones, and most importantly, the same level of artistic achievement recognized and proclaimed by one of America's most celebrated conductors as representing an entirely original American voice — would his works have gone unperformed for forty years? Would MTT have needed to personally telephone him to finally bring his music to the stage? Would the announced concert then have been cancelled and replaced with a Spanish Dances program? The answer to each question is almost certainly no. And that is precisely what 42 U.S.C. § 1981 is designed to address.

F. But-For Causation

33. The facts pleaded above support a reasonable inference that Plaintiff's race was a but-for cause of Defendants' decision to cancel and retract Plaintiff's contracted exclusive all-Plaintiff honor concert. Specifically:
34. Defendants program rare, composer-only honor concerts devoted exclusively to the works of a single composer. Before withdrawing from Plaintiff's contracted exclusive all-Plaintiff composer-only program, Defendants programmed composer-only honor concerts for white composers, including: (i) a weeklong festival devoted exclusively to the music of John Cage in February 2013; and (ii) a two-night program devoted exclusively to the music of John Adams in January 2026. Plaintiff is a qualified Black American composer whose contract concerned an exclusive, composer-only honor arrangement devoted solely to Plaintiff's works, which was publicly announced by the same institution under the same artistic director. Defendants nevertheless withdrew from Plaintiff's exclusive composer-only arrangement while programming similar composer-only honors for white composers. Defendants did not state any race-neutral reason for the withdrawal. Plaintiff alleges that Defendants' differential treatment of similarly situated white composers — while denying the same composer-only exclusivity to Plaintiff — shows that Defendants withdrew from Plaintiff's arrangement because of Plaintiff's race. See *Lewis v. City of Union City, Georgia*, 918 F.3d 1213 (11th Cir. 2019) (en banc) (comparator must be similarly situated in all material respects to support inference of intentional discrimination).
35. During the same general period in which Defendants stepped away from Plaintiff's exclusive all-Plaintiff concert engagement, Defendant Tilson Thomas continued prominent performances involving named, non-Black composers, including conducting the United States premiere of a cello concerto by Danny Elfman with the San Francisco Symphony in November and December 2022 (Exhibit T). Plaintiff relies on this to show Defendants' continued willingness to program non-Black, named composers while withdrawing from Plaintiff's contracted exclusivity.
36. The following facts, taken together, support a reasonable inference of intentional race discrimination and but-for causation:
 - a. Defendants withdrew from Plaintiff's exclusive concert arrangement without providing any explanation — artistic, financial, logistical, or otherwise — despite approximately two years of planning, more than sixty communications, and active budget discussions with Qwest TV as recently as 67 days before Defendants' withdrawal email;
 - b. Defendants placed Plaintiff's work into a Spanish Dances themed program featuring works by South American composers and, in writing, stated that Plaintiff would be "pleased" by that substitution — this occurring approximately two months after Plaintiff had explicitly raised racial bias concerns with all of NWS leadership;
 - c. After Plaintiff sent a demand letter, Defendants removed Plaintiff's work from the Spanish Dances program entirely;

d. During the same period, Defendants represented that the concert was postponed because Defendant Tilson Thomas was unable to conduct; however, Defendant Tilson Thomas actively conducted a United States premiere and multiple national and international concerts during the period covered by that representation (Exhibits D, D1, T);

e. Defendants continued to publicly maintain and benefit from their association with Quincy Jones and Qwest TV while denying Plaintiff the exclusive concert arrangement that gave rise to the Jones/Qwest TV association;

f. Defendants publicly described Plaintiff as a "longtime friend and collaborator" of Defendant Tilson Thomas (Exhibit J) while withdrawing from the agreed exclusive concert arrangement and ceasing collaboration with Plaintiff;

g. Defendants invoked Florida's statute-of-frauds defense against Plaintiff's agreement while, in NWS's February 21, 2024 season announcement, NWS publicly committed to and honored performance agreements with multiple named white artists extending beyond one year, without invoking the statute of frauds as to those commitments (Exhibits Z, AA, AB);

h. On October 28, 2020, Plaintiff explicitly notified Defendants in writing that his works had not been performed in the United States for over thirty years due to "the upholding of the system of racism white supremacy by conductors and orchestras" (Exhibit AC); Defendants received this notice and never responded to these concerns;

i. On March 9, 2022, Plaintiff again explicitly notified all of NWS leadership in writing of racial "biases and hypocrisy" and "a touch of racism" by American music directors, and urged revival of the exclusive concert (Exhibit AD); Defendants did not respond to these concerns and instead sent the May 9, 2022 substitution email two months later.

37. NWS's own written communications thoroughly document the existence and essential terms of the exclusive concert agreement. The July 23, 2021 email from Defendant Sher (Exhibit E) confirms the agreement's existence and essential terms. The May 7, 2021 public announcement (Exhibits U and V) names the title, date, conductor, and exclusive program. The May 9, 2022 email (Exhibit H) acknowledges "a fully dedicated concert" from which NWS "had to step away." Furthermore, NWS's own litigation position — arguing the agreement is unenforceable rather than nonexistent — constitutes an acknowledgment in court that the agreement existed. Yet NWS selectively invoked this defense against Plaintiff — a composer who is Black — while honoring equivalent agreements with white composers without legal challenge.

38. NWS invoked Florida's statute-of-frauds defense against Plaintiff's agreement while publicly committing to and honoring performance engagements with named non-Black artists extending well beyond one year. NWS's February 21, 2024 season announcement (Exhibits Z, AA, AB) identifies commitments to at least eight named artists for performances extending up to fourteen months beyond the announcement date, including Defendant Tilson Thomas, all of whom are non-Black. Plaintiff alleges that none of those non-Black commitments were subjected to a statute-of-frauds challenge. Plaintiff alleges that Defendants' selective invocation of the statute-of-frauds defense against Plaintiff, but

not against materially similar non-Black commitments, was a but-for cause of Defendants' withdrawal from Plaintiff's contracted exclusive honor arrangement because of Plaintiff's race.

39. The inference of racial discrimination is further supported by two facts that, taken together, have no plausible race-neutral explanation. First, notwithstanding that Quincy Jones — one of the most celebrated figures in American music, producer of the best-selling album in recording history, and a figure whose personal involvement would have brought extraordinary media attention, a different and broader public audience, and substantial business benefit to NWS — had become personally involved through his owned Qwest TV to support and develop the concert, Defendants nonetheless cancelled without explanation. The depth, duration, and recency of this involvement is documented in Exhibit K. As early as March 22, 2021 — more than thirteen months before NWS's cancellation email — Qwest TV's Chief Revenue Officer Isabelle Pasquesone confirmed in writing that she had discussed with NWS executive manager John Kieser "to build a strong project around MTT / QJ and PF" — meaning Defendant Tilson Thomas, Quincy Jones himself, and Plaintiff, with budget discussions already underway. On March 31, 2021, the same Qwest TV Chief Revenue Officer confirmed in writing that Qwest TV was "moving forward with MTT and New World, and Quincy of course on our side to make something big around this project." On March 3, 2022 — only 67 days before NWS's cancellation email — the same Qwest TV Chief Revenue Officer again confirmed active planning discussions with NWS executive manager John Kieser. NWS's own executive manager was therefore in active planning discussions with Jones's company about a major joint project featuring Jones personally alongside Plaintiff — spanning more than thirteen months — and 67 days after that final planning confirmation, NWS cancelled the concert without explanation, without any reference to Jones or Qwest TV, and without any stated reason of any kind. NWS's cancellation of a concert that its own executive manager was actively developing to feature one of America's most celebrated music figures — after more than thirteen months of active joint planning — without any stated reason, is precisely the kind of economically irrational conduct that supports a discriminatory intent inference. Second, to date neither Defendant NWS nor its counsel has offered any explanation — artistic, financial, logistical, or otherwise — for the decision to cancel Plaintiff's contracted exclusive all-Plaintiff honor concert. Unlike in *Comcast Corp. v. National Association of African American-Owned Media*, 140 S. Ct. 1009 (2020), where the defendant offered race-neutral justifications that the plaintiff failed to show were pretextual, here Defendants have offered no justification whatsoever. The complete absence of any stated legitimate reason — combined with the retraction sequence, the replacement programming, the more than thirteen months of active Qwest TV planning discussions with NWS directly, Plaintiff's explicit written racial discrimination notices to all of NWS leadership, and the disparate treatment of white composers' exclusive programming — compels the inference under *Rivers v. Roadway Express, Inc.*, 511 U.S. 298, 302 (1994), that the cancellation was a discriminatory termination of a contractual relationship within the full protection of 42 U.S.C. § 1981(b).
40. But for Plaintiff's race, Defendants would not have cancelled the exclusive concert, demoted Plaintiff's work to an unrelated themed program, disregarded Plaintiff's explicit withdrawal of permission, or failed to return Plaintiff's orchestral materials.

G. Protected Activity and Damages

41. The agreement between Plaintiff and Defendants concerned the making, performance, modification, termination, and enjoyment of all benefits, privileges, terms, and conditions of a contractual relationship within the meaning of 42 U.S.C. § 1981(b).
42. Defendants' conduct constituted intentional racial discrimination — including malice or reckless indifference to Plaintiff's federally protected rights — in the making, performance, and termination of that contractual relationship, and in depriving Plaintiff of the enjoyment of all benefits of the contractual relationship.
43. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff has suffered damages including but not limited to: loss of the benefit of the exclusive concert agreement; loss of the exclusivity honor as the benefit of the bargain; reputational harm tied to the public cancellation and reassignment; loss of professional recognition and career advancement; loss of one of the highest honors bestowed upon a composer — a concert devoted exclusively to his orchestral works — and, by the same act, the historic distinction of a Black American receiving such recognition from a major American orchestra; and other damages to be proven at trial.

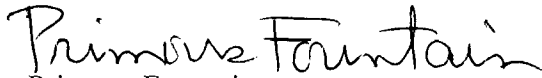
PRAYER FOR RELIEF

WHEREFORE, Plaintiff Primous Fountain respectfully requests that this Court:

1. Accept the Third Amended Complaint and reinstate Count IV (Racial Discrimination Under 42 U.S.C. § 1981) as adequately pleaded;
2. Order Defendants to present a concert or concerts devoted exclusively to the orchestral works of Plaintiff Primous Fountain, conducted by a conductor of comparable stature to Defendant Tilson Thomas, across no fewer than two performances;
3. In the alternative, award Plaintiff damages sufficient to enable him to independently present a concert or concerts devoted exclusively to his orchestral works, including costs of orchestra engagement, conductor fees, hall rental, production, promotion, and all related expenses necessary to present such concerts at a level commensurate with the honor originally agreed upon by Defendants;
4. Award Plaintiff compensatory damages for all losses suffered as a result of Defendants' racially discriminatory conduct, including loss of the benefit of the exclusive concert agreement, loss of professional recognition and career advancement, reputational harm, loss of one of the highest honors bestowed upon a composer — a concert devoted exclusively to his orchestral works — and, by the same act, the historic distinction of a Black American receiving such recognition from a major American orchestra;
5. Award Plaintiff punitive damages based on Defendants' intentional and willful racial discrimination in contracting, including malice or reckless indifference to Plaintiff's federally protected rights;

6. Order the return of all orchestral materials provided by Plaintiff to Defendants, including conductor scores and parts for all works submitted, including Symphony No. 8 which alone exceeded 460 pages;
7. Award Plaintiff such other and further relief as the Court deems just and proper.

Respectfully submitted,



Primous Fountain
Pro Se Plaintiff
1893 East Washington Avenue
Madison, Wisconsin 53704

Dated: July 6, 2026

CERTIFICATE OF SERVICE

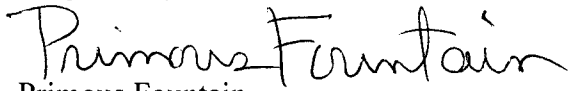
I hereby certify that on July 6, 2026, a true and correct copy of the foregoing Third Amended Complaint was served upon the following parties by United States Mail, first-class postage prepaid:

Joshua A. Munn, Esq.
Jenea M. Reed, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
Museum Tower, Suite 2200
150 West Flagler Street
Miami, Florida 33130
Counsel for Defendant New World Symphony, Inc.

Martin Sher
Detroit Symphony Orchestra
3711 Woodward Avenue
Detroit, Michigan 48201
Defendant Pro Se

Michael Tilson Thomas
[Last known service address]

Respectfully submitted,

A handwritten signature in black ink that reads "Primous Fountain". The signature is written in a cursive, flowing style.

Primous Fountain

Pro Se Plaintiff

1893 East Washington Avenue

Madison, Wisconsin 53704

EXHIBIT INDEX

Carried forward from Second Amended Complaint — Exhibits A through T:

Exhibit A — Public announcement of concert, including photograph of Plaintiff and Defendant Tilson Thomas, concert date, and title "Primous Fountain: An American Original," as published on New World Symphony's Facebook page.

Exhibit B — Screenshot from New World Symphony website "Events & Tickets" page, including photograph of Plaintiff and Defendant Tilson Thomas, concert date, biography of Defendant Tilson Thomas, and concert title "Sounds of the Times: Primous Fountain – An American Original."

Exhibit C — Email correspondence dated March 2–3, 2022 between Plaintiff and Defendant Martin Sher, including Plaintiff's proposal to proceed with an alternative conductor and Defendants' decision to postpone the concert.

Exhibit D — Screenshot from New World Symphony website showing 2022–2023 season highlights stating Defendant Tilson Thomas would lead three concerts.

Exhibit D1 — Compilation of Defendant Tilson Thomas's conducting schedule (2022–2024), showing numerous national and international engagements.

Exhibit E — Email from Defendant Martin Sher dated July 23, 2021 expressing enthusiasm for the concert and collaboration with Plaintiff.

Exhibit F — Letter from Quincy Jones formally commissioning Plaintiff's Symphony No. 2.

Exhibit G — Email from New World Symphony Director of Music Library acknowledging Plaintiff's substantial time and effort in preparing materials.

Exhibit H — Email from Defendant Martin Sher dated May 9, 2022 confirming performance of a reduced portion of Plaintiff's work and stating the organization had stepped away from a full concert.

Exhibit I — Screenshot from New World Symphony website of the "Spanish Dances" concert program, including placement of a portion of Plaintiff's work.

Exhibit J — Screenshot from New World Symphony website showing program including Plaintiff's work and referring to Plaintiff as a "longtime friend and collaborator" of Defendant Tilson Thomas.

Exhibit K — Email communications from Qwest TV Chief Revenue Officer Isabelle Pasquesone regarding collaboration with New World Symphony and involvement of Quincy Jones, including: (1) email dated March 22, 2021 confirming discussions with NWS executive manager John Kieser "to build a strong project around MTT / QJ and PF"; (2) email dated March 31, 2021

confirming Qwest TV was "moving forward with MTT and New World, and Quincy of course on our side to make something big around this project"; and (3) email dated March 3, 2022 confirming continued active planning discussions with NWS executive manager John Kieser.

Exhibit L — Screenshot from New World Symphony Facebook page announcing partnership with Qwest TV.

Exhibit L1 — Screenshot from New World Symphony website describing the 2022–2023 season, including reference to streaming concerts presented by partners including Quincy Jones's Qwest TV.

Exhibit M — Screenshot from New World Symphony website showing specific works of Plaintiff scheduled for performance.

Exhibit N — Comparative chart showing (1) the originally planned full concert devoted exclusively to Plaintiff's work and (2) the reduced "Spanish Dances" program.

Exhibit O — List of recipients of Plaintiff's demand letters.

Exhibit P — Plaintiff's email denying permission for performance of any work outside the agreed full concert.

Exhibit Q — Plaintiff's cost breakdown for concert production.

Exhibit R — First demand letter dated August 8, 2022.

Exhibit S — Second demand letter dated May 6, 2024.

Exhibit T — Media article showing Defendant Michael Tilson Thomas conducting and premiering another composer's work in November 2022 during the period in which Plaintiff's concert was postponed.

New Exhibits added in Third Amended Complaint:

Exhibit U — Screenshot of New World Symphony May 7, 2021 public season announcement header showing announcement date and NWS identification (previously filed as Exhibit B-1 in Motion for Leave to File Surreply).

Exhibit V — Screenshot of New World Symphony May 7, 2021 public season announcement showing concert schedule including "Primous Fountain: An American Original" for April 16, 2022 (previously filed as Exhibit B-2 in Motion for Leave to File Surreply).

Exhibit W — South Florida Classical Review article announcing New World Symphony's 2025–26 season, including promotional description of a two-day exclusive all-Adams concert January 17–18, 2026 (previously filed as Opposition Exhibit 8).

Exhibit X — Excerpt of Exhibit W cropped to display relevant text (previously filed as Opposition Exhibit 9).

Exhibit Y — NWS John Adams concert announcement for January 17–18, 2026 (previously filed as Opposition Exhibit 10).

Exhibit Z — Screenshot of New World Symphony February 21, 2024 season announcement header showing announcement date and NWS identification.

Exhibit AA — Screenshot of New World Symphony 2024–25 season schedule showing performances from March 2025 extending beyond one year from the February 21, 2024 announcement date, including commitments to Christine Goerke, Ian Bostridge, Roderick Williams, Davóne Tines, Dalia Stasevska, and Sheku Kanneh-Mason.

Exhibit AB — Screenshot of New World Symphony 2024–25 season schedule showing performances from April–May 2025 extending beyond one year from the February 21, 2024 announcement date, including commitments to Defendant Tilson Thomas and violinist Gil Shaham for the Season Finale on May 3/4, 2025.

Exhibit AC — Email from Plaintiff to Defendant Tilson Thomas dated October 28, 2020, copied to Ana Maria Estevez and Martha Levine of NWS, stating that Plaintiff's works had not been performed in the United States for over thirty years "because of the upholding of the system of racism white supremacy by conductors and orchestras," and demanding equal respect and treatment as is given to others.

Exhibit AD — Email from Plaintiff to Defendant Tilson Thomas dated March 9, 2022, copied to Defendant Sher, Howard Herring, Ana Maria Estevez, William Osborne, and Martha Levine of NWS, explicitly raising concerns about racial "biases and hypocrisy" and "a touch of racism" by American music directors, comparing the cancellation of Plaintiff's exclusive concert to Defendants' continued programming of deceased European composers, and urging revival of the concert as planned.

Exhibit A

Michael Tilson Thomas conducts entire orchestra concert exclusively of the music of Primous Fountain

Saturday, April 16, 2022 at 7:30 PM
PRIMOUS FOUNTAIN: AN AMERICAN ORIGINAL
Michael Tilson Thomas, conductor
Program to be announced

Michael Tilson Thomas and New World Symphony Orchestra announces 2021-2022 Season



Michael Tilson Thomas



Primous Fountain

This season also includes a focus on the work of Primous Fountain, with whom MTT has a long relationship.

The series (*Sounds of the Times*) wraps with a concert of works by composer Primous Fountain led by MTT (April 16).

Program for this special event to be announced.



New World Symphony

Michael Tilson Thomas has been music director of the San Francisco Symphony for 25 years, conductor laureate of the London Symphony Orchestra; founder and music director for 30 years of the New World Symphony.

Exhibit B



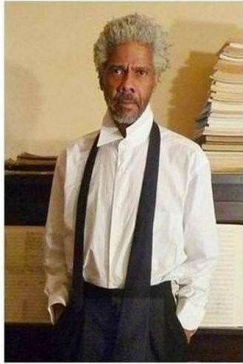
New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director

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Events & Tickets

Concert Hall and Music School in Miami / Events & Tickets / Concerts / Sounds of the Times: Primous Fountain – An American Original



Orchestra Concert

Sounds of the Times: Primous Fountain – An American Original

 ADD TO CALENDAR

New World Center

Saturday, April 16, 2022 at 7:30 PM

Michael Tilson Thomas, conductor

AboutTicketsProgramArtists

Michael Tilson Thomas, conductor



Michael Tilson Thomas is Co-Founder and Artistic Director of the New World Symphony, America's Orchestral Academy, Music Director Laureate of the San Francisco Symphony, and Conductor Laureate of the London Symphony Orchestra. In addition to these posts, he maintains an active presence guest conducting with the major orchestras of Europe and the United States.

Born in Los Angeles, Mr. Tilson Thomas is the third generation of his family to follow an artistic career. His grandparents, Boris and Bessie Thomashefsky, were founding members of the Yiddish Theater in America. His father, Ted Thomas, was a producer in the Mercury Theater Company in New York before moving to Los Angeles where he worked in films and television. His mother, Roberta Thomas, was the head of research for Columbia Pictures.

Mr. Tilson Thomas began his formal studies at the University of Southern California, where he studied piano with John Crown, and conducting and composition with Ingolf Dahl. At age 19 he was named Music Director of the Young Musicians Foundation Debut Orchestra. During this same period, he was the pianist and conductor in master classes of Gregor Piatigorsky and Jascha Heifetz and worked with Stravinsky, Boulez, Stockhausen and Copland on premieres of their compositions at Los Angeles' Monday Evening Concerts.

In 1969, after winning the Koussevitzky Prize at Tanglewood, he was appointed Assistant Conductor of the Boston Symphony Orchestra. That year he also made his New York debut with the Boston Symphony and gained international recognition after replacing Music Director William Steinberg in mid-concert. He was later appointed Principal Guest Conductor of the Boston Symphony Orchestra where he remained until 1974. He was Music Director of the Buffalo Philharmonic from 1971 to 1979 and a Principal Guest Conductor of the Los Angeles Philharmonic from 1981 to 1985. His guest conducting includes appearances with the major orchestras of Europe and the United States.

Mr. Tilson Thomas is a two-time Carnegie Hall Perspectives artist, curating and conducting series at the hall from 2003 to 2005 and from 2018 to 2019. In the most recent series, he led Carnegie Hall's National Youth Orchestra of the United States of America both at the hall and on tour in Asia, opened the Carnegie Hall season over two evenings with the San Francisco Symphony, conducted two programs with the Vienna Philharmonic and finished with a pair of concerts leading the New World Symphony.

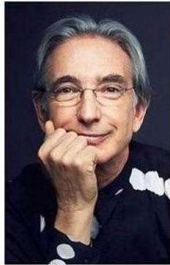
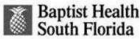


Photo by Spencer Lowell

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New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director

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Exhibit C



Primous Fountain <primousfountain@gmail.com>

Thoughts and Prayers

3 messages

Primous Fountain <primousfountain@gmail.com>
To: Martin Sher <Martin.Sher@nws.edu>

Wed, Mar 2, 2022 at 4:47 PM

Martin

First of all, my thoughts and prayers are with Michael and his family at this time.

Michael invested a lot of time and energy into this project. I am quite sure that he would like to see the plans for the concert to continue. Michael contacted me because he felt it is important to have my work presented to the world in a concert entirely of my music. He would like to see our shared dream come to fruition. Michael has always been my strong preference. However under the circumstances I would be open to Chad Goodman to conduct the program. Additionally I would like to suggest the music director for twenty five years of the National Symphony Orchestra of "Teleradio - Moldova", Gheorghe Mustea, to conduct with him or all by himself. He has conducted a number of my works. He has also premiered my Seventh Symphony in its entirety and the performance was superb in spite of being handicapped by the limited resources of Moldova he was still able to excel as a conductor. With an orchestra of the caliber of the New World Symphony he could do wonders to my works. With his knowledge of my work the concert could go on as scheduled.

When you speak to Michael please express to him my appreciation for the confidence he has shown in me as a person and for my work and I will be eternally grateful for his friendship.

Primous

 **Primous Fountain World Tour Booklet.pdf**
1434K

Martin Sher <Martin.Sher@nws.edu>
To: Primous Fountain <primousfountain@gmail.com>

Thu, Mar 3, 2022 at 11:36 AM

Primous,

MTT would really like to take this on himself if at all possible, so whereas I totally understand where you are coming from, I think it best that we postpone for now until MTT is able to take this on. I hope that can work for you.

Martin Sher

Senior Vice President for Artistic Planning and Programs
New World Symphony, America's Orchestral Academy

Exhibit D



New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director Laureate

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2022-23 Season Highlights

MICHAEL TILSON THOMAS

As New World Symphony Artistic Director Laureate, **Michael Tilson Thomas leads the NWS in three concerts during the 2022-23 season.** On October 22, MTT opens the New World Symphony's series at the Adrienne Arsht Center with pianist **Yefim Bronfman** in an all-Rachmaninoff program. He returns to the Arsht stage on November 4 and 5 leading **The Cleveland Orchestra** and New World Symphony side-by-side in works by Debussy and Mahler. Taking the podium at the New World Center on May 6 and 7, MTT leads an evening of music and dance with the NWS and **Miami City Ballet**.



MTT • Rachmaninoff at the Arsht Center on October 22.

Exhibit D1

Only some of the concerts conducted by Thomas showing he had been conducting all along and continued to conduct

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MTT SCHEDULE

2022

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

AUGUST 27, 2022
TANGLEWOOD MUSIC FESTIVAL
LENOX, MA

AUGUST 28, 2022
TANGLEWOOD MUSIC FESTIVAL
LENOX, MA

OCTOBER 22, 2022
NEW WORLD SYMPHONY
MIAMI BEACH, FL

NOVEMBER 4 & 5, 2022
NEW WORLD SYMPHONY
MIAMI BEACH, FL

NOVEMBER 17-19, 2022
SAN FRANCISCO SYMPHONY
SAN FRANCISCO, CALIFORNIA

JANUARY 26-28, 2023
SAN FRANCISCO SYMPHONY
SAN FRANCISCO, CALIFORNIA

MARCH 9-12, 2023
NEW YORK PHILHARMONIC
NEW YORK, NEW YORK

MARCH 30, 2023
SAN FRANCISCO SYMPHONY
SAN FRANCISCO, CALIFORNIA

MARCH 30 - APRIL 1, 2023
SAN FRANCISCO SYMPHONY
SAN FRANCISCO, CALIFORNIA

MAY 6 & 7, 2023
NEW WORLD SYMPHONY
MIAMI BEACH, FL

MICHAEL TILSON THOMAS CONDUCTS RIMSKY-KORSAKOV, RACHMANINOFF, AND COPLAND FEATURING ALEXANDER MALOFEYEV, PIANO
RIMSKY-KORSAKOV: Dubnitskije
RACHMANINOFF: Piano Concerto No. 3
COPLAND: Symphony No. 3

MICHAEL TILSON THOMAS CONDUCTS BEETHOVEN SYMPHONY NO. 9
BEETHOVEN: Symphony No. 9
Vocal soloists to include: Dorian Burton, bass-baritone
Tanglewood Festival Chorus, James Burton, conductor

MTT CONDUCTS RACHMANINOFF
RACHMANINOFF: "Vocalist"
RACHMANINOFF: Piano Concerto No. 3
RACHMANINOFF: Symphony No. 2
Yefim Bronfman, piano

MTT CONDUCTS DEBUSSY AND MAHLER
DEBUSSY: Jeux
DEBUSSY: Variations for Piano and Orchestra (TCO only)
MAHLER: Symphony No. 1
George Li, piano

MTT & EMANUEL AX
BRAHMS: Serenade No. 1 in D major
BRAHMS: Piano Concerto No. 1
San Francisco Symphony

MTT & JEAN-YVES THIBAUDET
DEBUSSY: Prélude à l'après-midi d'un faune
MESSIAEN: Trois petites liturgies de la Présence Divine
DEBUSSY: Fantaisie for Piano and Orchestra
VELLA LEBROS: Choros No. 10

MICHAEL TILSON THOMAS AND SCHUBERT
THOMAS: Meditations on Rilke
SCHUBERT: Symphony No. 9, Great

MTT CONDUCTS MAHLER 6- OPEN REHEARSAL
MAHLER: Symphony No. 6

MTT CONDUCTS MAHLER 6
MAHLER: Symphony No. 6

SEASON FINALE: MTT AND MIAMI CITY BALLET

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MTT SCHEDULE

2024

Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

JANUARY 25-27, 2024
SAN FRANCISCO SYMPHONY
SAN FRANCISCO, CA

MARCH 9 & 10, 2024
NEW WORLD SYMPHONY
MIAMI BEACH, FL

MARCH 16, 2024
NEW WORLD SYMPHONY
MIAMI, FL

MARCH 23 & 24, 2024
SAN DIEGO SYMPHONY
SAN DIEGO, CA

MARCH 23 & 24, 2024
SAN DIEGO SYMPHONY
SAN DIEGO, CA

MARCH 28-30, 2024
LOS ANGELES PHILHARMONIC
LOS ANGELES, CA

MARCH 28-30, 2024
LOS ANGELES PHILHARMONIC
LOS ANGELES, CA

APRIL 27, 2024
NEW WORLD SYMPHONY
MIAMI BEACH, FL

MAY 4 & 5, 2024
NEW WORLD SYMPHONY
MIAMI BEACH, FL

MAY 12 & 16, 2024
LONDON SYMPHONY ORCHESTRA
LONDON, UK

MAY 30 & JUNE 1, 2024
DANISH NATIONAL SYMPHONY ORCHESTRA
COPENHAGEN, DENMARK

SEPTEMBER 8, 2024
TONKÜNSTLER-ORCHESTER GRAFENEGG
AUSTRIA

SEPTEMBER 12, 13 & 15, 2024
NEW YORK PHILHARMONIC
NEW YORK, NY

OCTOBER 20 & 21
LONDON SYMPHONY ORCHESTRA & CHORUS
LONDON, UK

NOVEMBER 14, 2024
HOUSTON SYMPHONY ORCHESTRA & CHORUS
HOUSTON, TX

MTT CONDUCTS MAHLER 5
MAHLER: Symphony No. 5

MTT AND EMANUEL AX
SCHUBERT: New Piano for Orchestra
BEETHOVEN: Piano Concerto No. 2
SCHUBERT: Symphony No. 1
Emanuel Ax, piano

MTT CONDUCTS TCHAIKOVSKY 4
Tchaikovsky: 4th
COPLAND: (2nd American Stage)
Tchaikovsky: Symphony No. 4
Dorian Burton, baritone

MICHAEL TILSON THOMAS AND SIBELIUS
SIBELIUS: Symphony No. 6 in D minor
MICHAEL TILSON THOMAS: Selections from Meditations on Rilke
MICHAEL TILSON THOMAS: Silver Song
SIBELIUS: Symphony No. 7 in C Major
Dorian Burton, baritone

MICHAEL TILSON THOMAS LEADS TCHAIKOVSKY
TCHAIKOVSKY: 4th
TCHAIKOVSKY: Symphony No. 4

MICHAEL TILSON THOMAS LEADS TCHAIKOVSKY
TCHAIKOVSKY: 4th
TCHAIKOVSKY: Symphony No. 4

SIDE-BY-SIDE CONCERT
New World Symphony presents the New World Symphony Festival.

MTT AND JEAN-YVES THIBAUDET
Tchaikovsky: 4th and 5th
Tchaikovsky: 4th
Jean-Yves Thibaudet, piano

THE BEGINNING OF SUMMER - MAHLER'S THIRD SYMPHONY
MAHLER: Symphony No. 3
ALICE COOTE: mezzo-soprano
LONDON SYMPHONY CHORUS
Tiffin Bogg, choir

MICHAEL TILSON THOMAS AND MAHLER 3
MAHLER: Symphony No. 3
ALICE COOTE: mezzo-soprano
DR. KATHARINA DRÄNGER

FROM THE DIARY OF ANNE FRANK
Concerts inspired by Anne Frank's Diary, Op. 11 (concert for young orchestra)
Michael TILSON THOMAS: From the Diary of Anne Frank
BEETHOVEN: Symphony No. 3, Op. 55
Ruth Brown-Klein, narrator
Laurence Potter, conductor

EMANUEL AX AND MICHAEL TILSON THOMAS
MOZART: Piano Concerto No. 14
MAHLER: Symphony No. 3
Emanuel Ax, piano

MAHLER 2, 'RESURRECTION'
MAHLER: Symphony No. 2, (Resurrection)

MTT CONDUCTS BEETHOVEN 9
BEETHOVEN: Symphony No. 9

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Exhibit E



Primous Fountain <primousfountain@gmail.com>

Update on the program at New World

3 messages

Martin Sher <Martin.Sher@nws.edu>
To: Primous Fountain <primousfountain@gmail.com>
Cc: William Hunt <William.Hunt@nws.edu>

Fri, Jul 23, 2021 at 9:34 AM

Primous,

I hope this note finds you well. In my last conversation with MTT, we feel a really great program would include Ritual Dances of the Amak, Piano Solo and the 1st movement of your 7th Symphony. We feel this would present a wide variety of your music and give audiences a sense of the scope of your compositions and artistry. The concert will be a mix of music and conversation with archival material in support. Let me know your thoughts!

We are continuing to be in touch with Dance Theater of Harlem to see if they can find video of Manifestations, which we'd want to include of course.

In the meantime, I'm copying Will Hunt who is part of the artistic team at New World. He will be helping pull together images, and other archival material you feel would be of interest. You had previously sent a couple of photos of you and MTT, I'm wondering if there are other materials you'd like to pass along?

We're so thrilled for this concert and to be working with you. Let me know if you have any questions or would like to discuss buy phone. Thank you!

Martin

MARTIN SHER

Senior Vice President for Artistic Planning and Programs

New World Symphony, America's Orchestral Academy

t: 305.428.6710 | m: 303.269.1551

500 17th Street, Miami Beach, FL 33139

Find NWS on: www.nws.edu | [Facebook](#) | [Instagram](#) | [Twitter](#)

Exhibit F



September 8, 1986

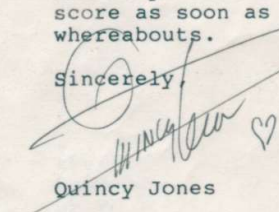
Primous Fountain III
c/o 8125 S. Huston
Chicago, Illinois 60617

Dear Primous:

This is a formal agreement for my commissioning you to compose your Second Symphony for me. It is projected that you will complete the work within a year to a year-and-a-half. Should at a later time you see that the composing of the Symphony will take longer you will notify me of a new projected date of completion.

It is your obligation to complete the Symphony and notify me of the completion of the Symphony, send me a copy of the completed score as soon as it is completed and also keep me informed of your whereabouts.

Sincerely,



Quincy Jones

QJ/bt

cc: Knule Mwanga
Page Jenkins

7250 BEVERLY BOULEVARD, LOS ANGELES, CALIFORNIA 90036 • (213) 934-4711

Exhibit G

Re String Orchestra

Martha Levine <Martha.Levine@nws.edu>
To: Primous Fountain <primousfountain@gmail.com>

Wed, Jun 9, 2021 at 1:55 PM

Hi Primous,

What a story.... And I'm sorry you are still waiting for this work to be performed. Perhaps we can be the organization to do it.

Please do tell me you didn't send him the only copy of this score.

The orchestra, us, will need time to get things ready... i.e., not sure that whatever we end up deciding on has parts already printed, or need to be extracted. We may need to hire an outside contractor to do this as I do understand there often is a lot of formatting of individual parts when they go through this procedure.

One final thing, did you send the score to me here at NWS, or did you shop it to him in California?

Thank you for your time and hundreds of hours you have spent for this project, not to mention cost...

I think today will be the last day it's necessary for me to be in the office to get everything done for MTT, so, I am happy to be done with this project for MAW, and happy that I can relax and stop worrying about it.

Be well!!!

Thanks.

Martha

Martha Levine
Director, Music Library
New World Symphony, America's Orchestral Academy

Exhibit H

Primous Fountain <primousfountain@gmail.com>

Wed, Mar 9, 2022 at 5:46 PM

To: mtt@mttmusic.net

Cc: Martin Sher <Martin.Sher@nws.edu>, Howard Herring <howard.herring@nws.edu>, Ana Maria Estévez <Ana.Estevez@nws.edu>, William M. Osborne <william.m.osborne@new.edu>, Martha Levine <Martha.Levine@nws.edu>

Dear Michael

After seeing announcements that you will be conducting Mahler I could not help wondering why you cancel my concert then going on to conduct Mahler when one less performance of Mahler or Tchaikovsky would not make a difference? nor would it matter to those composers. Whereas the one concert performance of my work would change, contribute immensely and have an effect on history, and the consciousness of people at this time.

As you know there has been no performance of my music in the USA for over forty years. I can suspect that without this concert of my work there will be an attempt to be no performances of my works in the USA during my (remaining) lifetime. Even with the notoriety of performance of the concert of my work there would remain resistance to performing my work, for reasons you are intelligent and aware enough to know. But with what would be a historic concert would make it difficult and obvious as to the biases and hypocrisy, and there would be top quality video to testify to the merits of the works.

From the Chicago Symphony to Los Angeles Philharmonic music directors' Muti and Dudamel respectively and others have ignorantly, and I will add with a touch of racism, tried to not recognize the greatness of my works. When the story is told your legacy will have that you cancelled never conducting this concert going on to conduct other concerts, or that you conducted such a concert. Because it is a matter of time that my work will be recognized as some of the greatest work in the entire repertoire of music.

A test of a person's true character is how they act under pressure.

I suggest you revive my concert and carry on with it as planned this season.

Primous

Martin Sher <Martin.Sher@nws.edu>

Mon, May 9, 2022 at 10:31 AM

To: Primous Fountain <primousfountain@gmail.com>

Primous,

Thanks for your note. We've just wrapped our season and now both MTT and I are off for the next month on various travels. I hope you'll be pleased to know that we are confirmed to perform 'Ritual Dances' this coming season. Though we had to step away from a fully dedicated concert to your music, we felt it important that we present at least one of your works in honor of our ongoing conversations. We'll perform it twice: on Dec 9 and 10, 2022.

All future projects are on hold pending further discussions with MTT this summer when his travels have been completed - I expect we'll pick up those discussions in July and August, so there won't be much of an update until then.

In the meantime, your work will be a part of the upcoming - and extensive - PR efforts associated with the launch of our upcoming season, so we're excited to get the word out about 'Amak'. I kindly ask you not to post anything to social media until our official release goes out, which is imminent. Thank you as always Primous!

I'll keep you updated as things evolve later in the summer.

Martin

Exhibit I

**New World Symphony**
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director

ABOUTEVENTS & TICKETSADMISSIONSCOMMUNITY ENGAGEMENTNEW WORLD CENTERSUPPORT NWS

Sign in

SPANISH DANCES
Saturday, December 10, 2022 at 7:00 PM
Carlos Miguel Prieto, conductor
Chad Goodman, Conducting Fellow
Pirouette Foundation: *Ritual Dances of the Aniak*
Carlos Chavez: Symphony No. 2: "Sinfonia India"
Gabriela Ortiz: *Téneke — Inveniones de Territorio*
Manuel de Falla: *The Three-Cornered Hat*
José Pablo Moncayo: *Huapango*

ABSOLUTE JEST
Saturday, February 18, 2023 at 7:00 PM
Nicholas Collon, conductor
Randall Goosby, violin
Chad Goodman, Conducting Fellow
New York Philharmonic String Principals
Gabriela Ortiz: *Antropos*
Pyotr Ilyich Tchaikovsky: Violin Concerto
John Adams: *Absolute Jest*

**ARSHT CENTER SERIES**
NWS Fellows take the stage at the Adrienne Arsht Center—down in Miami's grand concert hall. This series of one-night-only events is your ticket to the stars.
Los Fellows de la New World Symphony se presentan en el escenario del Arsht Center, la gran sala de conciertos del centro de Miami. Esta serie de conciertos de una sola noche es su ticket a las estrellas.
Subscriptions: \$399, \$270, \$204, \$141, \$66, \$38
Adrienne Arsht Center for the Performing Arts
MTT + RACHMANINOFF
Saturday, October 22, 2022 at 8:00 PM
Michael Tilson Thomas, conductor
Chad Goodman, Conducting Fellow
All-Rachmaninoff program:
"Vocalise"
Piano Concerto No. 3
Symphony No. 2
Ticket exchanges not permitted into this performance.

MORE INFO

Exhibit J



New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director Laureate

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Events & Tickets

Concert Hall and Music School in Miami / Events & Tickets / Concerts / Enigma Variations



Orchestra Concert

Enigma Variations

New World Center, Michael Tilson Thomas Performance Hall

Friday, April 14, 2023 at 7:30 PM
Saturday, April 15, 2023 at 8:00 PM
Peter Oundjian, conductor
Chad Goodman, conductor

Program

Tower : *Duets*
Thompson : *To Awaken the Sleeper*
Fountain : *Mvt. I from Ritual Dances of the Amak*
Elgar : *Enigma Variations*

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Conductor Emeritus of the Toronto Symphony and frequent NWS guest Peter Oundjian explores the power of friendship and unity alongside NWS Fellows. Elgar pays homage to those he knew and loved in his *Enigma Variations*, a heartwarming and heartbreaking array of tributes—including the famous *Nimrod*—that Elgar felt accurately revealed his “friends pictured within.” Fueled by the social and political unrest of 2020, Joel Thompson creates a provocative meditation for symphony and narrator using words by James Baldwin. Instruments pairs go toe-to-toe in Joan Tower’s *Duets*, while Primous Fountain—longtime friend and collaborator of MTT—takes off where Stravinsky finished” (*Buffalo Courier-Express*).

... ..

This concert is part of the Friday Evening and Saturday Evening Two series. With either of these series, you’ll enjoy phenomenal artists like Randall Goosby, Jeannette Sorrell, Carlos Miguel Prieto and orchestral master works like Elgar’s *Enigma Variations*, Tchaikovsky’s Violin Concerto, two works by Gabriela Ortiz and selections from Handel’s *Water Music*. Subscriptions for the Friday Series (3 concerts) begin at \$90 (\$30/concert). Subscriptions to the Saturday Evening Two Series (4 concerts) begin at \$132 (\$33/concert). [Click to explore the full subscriptions!](#)

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New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director Laureate

500 17th Street
Miami Beach, FL
33139

305.673.3330
800.597.3331

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Exhibit K

On 2021-03-22 05:21, isabelle@qwest.tv wrote:

Dear Ray

Thanks for your feedback.

Yes I know, I've discussed with New World Symphony team (John Kieser), to build a strong project around MTT / QJ and PF.

That could be wonderful.

But we need to find sponsors, that's the reason why I'm discussing with them.

I'd be very happy to discuss with Mr fountain, but maybe we should wait for NWS's feedback ?

What do you think ?

Warm regards

Isabelle

-----Message d'origine-----

De : Ray Davis <info@primousfountain.com> Envoyé : dimanche 21 mars 2021 22:25 À : isabelle@qwest.tv Objet : Re: Qwest Tv by quincy Jones and Primous Fountain

RE: Qwest Tv by quincy Jones and Primous Fountain

Message 15 of 89



From isabelle@qwest.tv
To 'Ray Davis'
Date 2021-03-31 12:31

Dear Ray

Just to update you : we're moving forward with MTT and New world, and Quincy of course on our side to make something big around this project. The key thing will be the budget, but we've a call in the upcoming weeks to discuss all this and I'll keep you in the loop...

Warm regards
Isabelle

-----Message d'origine-----

De : Ray Davis <info@primousfountain.com>
Envoyé : mercredi 24 mars 2021 20:03
À : isabelle@qwest.tv
Objet : Re: Qwest Tv by quincy Jones and Primous Fountain

Hello Isabelle

Thanks for your email. It is nice to hear from you.
It all sounds good. And, Yes I agree with you.

Mr. Fountain has just the other day mailed Tilson Thomas updated orchestra scores to what he already has including his Symphony 8 which was officially completed last year, but since then for months Fountain worked further on the score making adjustments and adding a new section to get the symphony more the way his brilliance demands. The grand concert of his works with Tilson Thomas will be historic.

Looking forward to your mail and updates.

Warm regards

Isabelle Pasquesoone
Chief Revenue Officer
Qwest TV

Phone (+33) 1-49-25-01-37 [7]
Email isabelle@qwest.tv
Website www.qwest.tv [8]
Address 135, rue du Mont Cenis - 75018 Paris - France [9]

Exhibit L



Exhibit L1

MN

NEWS REVIEWS INTERVIEWS COMPETITIONS TICKETS

The 2022-2023 season marks the first New World Symphony concerts in the Michael Tilson Thomas Concert Hall, named for the celebrated NWS co-founder, who assumed the role of Artistic Director Laureate in June 2022. The season features celebrated classical artists including cellist Alisa Weilerstein, violinist Randall Goosby, and pianist Yefim Bronfman alongside artists making their NWS debuts including pianist Isata Kennah-Mason, and sopranos Jeanine De Bique and Heidi Melton.

As Artistic Director Laureate, Michael Tilson Thomas (MTT) takes the podium to lead the New World Symphony in three concerts this season. Other conductors featured include Jeannette Sorrell, Carlos Miguel Prieto, William Eddins, David Robertson, Domingo Hindoyan, Nicholas Collon, Matthias Pintscher, and Gemma New.

Season highlights include a multi-day, multi-disciplinary festival in February celebrating the work of Black artists; a season-long exploration of the work of Mexican composer Gabriela Ortiz; a multi-media Wagnerian evening; and a return of the much-loved Late Night at New World Symphony concert. The 2022-2023 season is marked by collaborations and partnerships with leading-edge arts ensembles from Miami and around the world.

The New World Symphony redoubles its commitment to accessibility with streaming concerts presented by partners including Quincy Jones's Qwest TV as well as a digital membership program for patrons unable to come to the New World Center. Additionally, twelve season concerts will be presented as free WALLCAST® Concerts and streamed onto the New World Center's iconic 7,000-square-foot projection wall. NWS will unveil a new Mobile Wall in Fall 2022. This 23x13 foot projection wall and a state-of-the-art sound system will extend the viewing areas in SoundScape Park during WALLCAST® concerts and will serve neighborhoods across Miami with WALLCAST® content and Fellows as ambassadors.

ABBA Voyage



Dea Matrona



NEWSLETTER



LATEST NEWS

Mortenissimo's debut single 'Clair de Lune [Extended]' offers a fresh take on



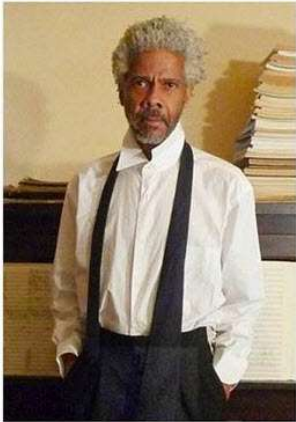
Exhibit M



New World Symphony
America's Orchestral Academy
Michael Tilson Thomas, Artistic Director

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Orchestra Concert

Sounds of the Times: Primous Fountain – An American Original

New World Center

Saturday, April 16, 2022 at 7:30 PM

Michael Tilson Thomas, conductor
Chad Goodman, conductor
Wesley Ducote, piano

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Program

Primous Fountain III:
(b. 1949)

Ritual Dances of the Amaks

Piano Solo

Mvt. I from Symphony No. 7

[DONATE](#) 





Exhibit N

Concert Agreement

Concert music attempted placed on

Primous Fountain: An American Original
entirely Fountain's music

Spanish Dances *(title of concert)*
w. 4 composers in concert from South America

Ritual Dances Movements

- 1
- 2
- 3

Ritual Dances Movement

- 1 *(only of 3)*

Symphony No. 7
Movement 1 (20 minutes)

Piano Solo

Film of Fountain's ballet Manifestations
Dance Theatre of Harlem to be shown *if found*

Showing video of Michael Tilson Thomas and
Fountain in discussion together.

There was to be a complete week of the orchestra
rehearsing only my music.

Entire concert was to be recorded and video recorded
at top level recording.

It would have been the first high level professional
recording and video of my music.

Quincy Jones was planning to have the concert broad-
casted on his Qwest TV.

Exhibit O

Here are the names of people at the New World Symphony that the Legal Notice Demand Letter were both emailed to and sent hard copies to by certified mail

Michael Tilson Thomas
William M. Osborne III - Chairman of the board
Adam Carlin - Vice Chairman
Dorothy Terrell - Vice Chairman/Secretary
Howard Herring - President
Beth Garcia-Boleyn - Assistant Vice President and Board Liaison
Martin Sher - Senior Vice President for Artistic Planning and Programs
David J. Phillips - Executive Vice President and Chief Financial Officer
Ashley Skinner - Senior Vice President for Institutional Culture and Inclusion
William C. Hunt - Manager of Artistic Programs and Special Projects
Ana María Estévez - Artist Services Manager and Assistant to the Artistic Director
Martha Levine - Director, Music Library
Kathleen Drohan - Vice President of Communications and Public Relations

Second Demand Letter dated May 6, 2024 was sent by certified mail to and received by the following. None of them responded back:

Michael Tilson Thomas
Martin Sher
Howard Herring - President
William M. Osborne - Chairman of the board
Stephane Deneve - new Music Director of the New World Symphony
Beth Gracia - Assistant vice president

Exhibit P

Corrected- Re. Case New World Symphony, MTT

Primous Fountain <primousfountain@gmail.com>

Thu, Sep 22, 2022 at 11:36 PM

To: Martin Sher <Martin.Sher@nws.edu>

Cc: mtt@mttmusic.net, Martha Levine <Martha.Levine@nws.edu>, Howard Herring <howard.herring@nws.edu>, Ana Maria Estévez <Ana.Estevez@nws.edu>, william.osborne@nws.edu, karen.bechtel@carlyle.com, adam.e.carlin@ms.com, William.Hunt@nws.edu, dorothy.terrell@nws.edu, beth.boleyn@nws.edu, Kathleen.drohan@nws.edu, Ashley.skinner@nws.edu, Adam.E.Carlin@morganstanleypwm.com, adam.carlin@nws.edu, Rohaan Fayaz <adv.rohaan@icloud.com>, Johanna Sparrow <JohannaSparrow44@gmail.com>

Martin Sher

I will only accept the full concert exclusively of my music as was agreed. The New World Symphony does not have permission to perform any work of mine in whole or part, other than in the concert exclusively of my music as we agreed upon, as laid out in the demand letter dated August 8, 2022. As copyright owner of my Ritual Dance Of The Amaks, and of all my works, I have not given and do not give permission for the NWS to include this work nor any work of mine in the NWS's December 9 and 10, 2022 concerts entitled "Spanish Dances" or concerts in April 2023, as you stated in your August 17, 2022 email to me. See attached. My work will only be available to the NWS for the 2022-23 season for the agreed upon concert devoted entirely of my music.

The demand letter which you all have already received states clearly the demand. This is only reiterating what is included within it. Refer back to it.

Primous Fountain

Attached:

Martin Sher email April 17..2022



Martin Sher Email April 17, 2022.pdf

18K

Exhibit Q

Symphony Orchestra Event Budget Breakdown: Planning and Financial Analysis for a Classical Concert in Miami				EXPENSES	
TOTAL EXPENSES		Estimated		Actual	
		\$695,878.00		Estimated ± 15%	
Musician's Fee		Estimated	Days		
Daily fee during Rehearsal Week		\$400.00	x 7		
Event Day fee		\$1,150.00	x 1		
Daily Accommodation		\$82.00	x 8		
TA/DA		\$105.00	x 8		
Total		\$5,446.01			
Total for 96 Musicians		\$522,815.00			
Musical Instruments (Rent)		Estimated	Quantity		
String Instruments		\$0.00	-		
Woodwind Instruments		\$0.00	-		
Brass Instruments		\$0.00	-		
Percussion Instruments		\$1,680	4		
Miscellaneous (English Horn etc)		\$0.00	-		
Total		\$1,680			
Stage & Audio-Visual Equipment (Rent)		Estimated Rent	Days		
Chairs x96		\$384.00	x 8		
Music Stand x96		\$288.00	x 8		
Podium x1		\$10.00	x 8		
MicroPhone x15		\$330.00	x 2		
Speaker x6		\$480.00	x 2		
Projector x2		\$470.00	x 2		
Total		\$7,716.00			
All Services		Estimated			
Accountant		\$1,200.00			
Conductor(Rehersal+Event)		\$16,700.00			
Stage Management		\$1,705.00			
General Manager		\$1,540.00			
Assistant Manager (2)		\$711.00			
PR Services		\$3,200.00			
Light Technician		\$300.00			
Sound Technician		\$300.00			
Advertising		\$1,100.00			
Contracts and Legal Fees		\$2,070.00			
Security and Crowd Control		\$1,559.00			
Visual Media Services		\$3,500.00			
Publicist		\$2,200.00			
Total		\$36,085.00			
Airfare		Estimated	Tickets		
International Round-Trip		\$1,220.00	31		
Domestic Round-Trip		\$450.00	55		
Total		\$62,570.00	86		
Others		Estimated			
Contingency Fund		\$38,967.00			
Administrative Costs		\$11,470.00			
Taxes and Fees		Already Included in all fees and costs			
Helper's fee		\$950.00			
Total		\$51,387.00			
Event Site Expenditures		Estimated			
Hall Rent (Only Event Day)		\$1,420.00			
Cleaning(Including Post Clean)		\$435.00			
Green Room and VIP Hospitality		\$5,170.00			
Rehearsal Hall 1-Week Rent		\$6,600.00			
Total		\$13,625.00			

Exhibit R

Demand Letter sent to all the defendants



1. Demand letter to MTT-NWS signed.p

DEMAND LETTER FOR THE ENFORCEMENT OF AGREEMENT

FACTS

A legally binding agreement was entered into between my client, PRIMOUS FOUNTAIN, and the orchestra NEW WORLD SYMPHONY (NWS) through MICHAEL TILSON THOMAS who is also the founder of the NWS. The orchestra, with this agreement, intended to celebrate the music of my client in a concert devoted exclusively of my client's work. This concert had been scheduled and publicly announced by the NWS for their 2021-22 season [See **Annexure A – Public announcement of the concert** (*All annexures are attached at the end of the document*)].

In early 2020 conductor Michael Tilson Thomas phoned my client - excitingly telling my client over and over again how original his music is - and he offered to my client to conduct a concert with the NWS exclusively of my client's music[See **Annexure B – Proof of Agreement**].

The barter contract was established between us, with the mutual consideration of the service of the NWS playing and performing my music and Thomas conducting, and furthermore, with the consideration of my providing my music and allowing them to perform it at the concert exclusively of my music [See **Annexure B**].

In addition to my being present for conversation at the concert, as well as allowing at the concert the showing of a film of the ballet "Manifestations", which Arthur Mitchell choreographed to my orchestral work for his Dance Theatre of Harlem, if it could be located.

In 2021 the orchestra made public announcements that the special concert of my music was scheduled for April 16, 2022[See **Annexure C – Announcement of concert of social media**].

However, Martin Sher, on behalf of the NWS and MTT sent an email saying that both he and Thomas: "Though we had to step away from a fully dedicated concert to your music". [See **Annexure G**]

Upon questioning from the press, NWS's iterated that the concert was still planned.

However, despite the announcement, the NWS tried to contrive this excusing that due to health reasons the concert was to be 'postponed'[See **Annexure D – Proof of MTT's illness public post**]. This was not true because he was continuing conducting orchestra concerts all along [See **Annexure F – Proof of multiple concerts conducted**]. When asked to let a substitute conductor take his place instead of postpone, my client was told that the conductor wants to handle the concert himself and was asked to have the concert next season. My client agreed to the next season postponement.

Henceforth, dissatisfied from the highly unprofessional and unwarranted behavior, we are writing this letter to purport our intentions.

LEGALLY BINDING AGREEMENT

As per the **41 U.S. Code 6500-6511**:

“A legally enforceable contract requires the following elements:

1. An Offer.
2. An Acceptance.
3. Mutual Consideration.
4. Legal Parties.
5. Legal Purpose.

The offer was made to my client that client's music will be used by the orchestra in a concert. The acceptance was purported by my client. Mutual consideration was the orchestra conducting my client's music. The legal parties have already been stated and the legal purpose was for both the parties to benefit from it.

Henceforth, the contract was legally binding. [See **Annexure A**]

GROUND

There are several grounds on which the NWS and Michael Tilson Thomas have breached the legally binding agreement with my client. They are as follows;

- (1) Breach of the main term of the contract. A material breach of contract is a breach that substantially defeats the benefit that the other party expected to receive from the contract.

The term required NWS to celebrate the music of my client in a concert devoted exclusively of my client's work. This concert had been scheduled and publicly announced by the NWS for their 2021-22 season [**Annexure A and C**].

That, as per **41 U.S. Code 6502-3**:

“one party's failure to fulfill any of its contractual obligations is known as a "breach" of the contract. Depending on the specifics, a breach can occur when a party fails to perform on time, does not perform in accordance with the terms of the agreement, or does not perform at all.”

Moreover, in the case of **Kel Kim Corp v. Central Markets 519 N.E.2d 295, 296 (N.Y. 1987)** it was stated:

“once a party to a contract has made a promise, that party must perform or respond in damages for its failure, even when unforeseen circumstances make performance burdensome”.

Based on the case law precedent above, it is evident that the orchestra is bound to fulfill the agreement where they were bound to hold a concert of solely the music of my client. Furthermore, the law stated that a contract must be completed even in unforeseen circumstances;

“Where performance can be had, without contravening the laws of war, the existence of the contract is not imperiled, and even if performance is impossible, the contract may still, when partly executed, be preserved by ingrafting necessary qualifications upon it, or suspending its impossible provisions [i.e., physical impossibility to cancel timely] If the contract . . . can be saved while the war lasts, it should be. “ (**Mutual Benefit Life Ins. Co. vs Hillyard 37 N.J.L. 444, 468-469.**

- (2) The orchestra tried to contrive the fact that they had to postpone the concert, that they were legally bound to continue with, excusing that due to health reasons the concert was to be 'postponed' [**Do**].

This is a mere misrepresentation under the law. **Rule 9(b) of the Federal Rules of Civil Procedure** states:

“In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person's mind may be alleged generally”.

As per **Nazareth International, Inc. Vs J.C. Penney Corporation, Inc., § F/K/A J.C. Penney Company, Inc., 3:04-Cv-1265-M** that the accused

will have misrepresented if he:

“either knew his statement was false or made it recklessly without knowledge of its veracity”.

Moreover, case law precedent such as **Hollywood Casino Corp. v. Simmons**, No. 3:02-CV-0325-M, 2002 U.S. Dist. LEXIS 13182, at *5 (N.D. Tex. July 18, 2002), **Benchmark Elecs., Inc. v. J.M. Huber Corp.**, 343 F.3d 719, 723 (5th Cir. 2003); **Williams**, 112 F.3d at 177; **Shushany v. Allwaste, Inc.**, 992 F.2d 517, 520 n. 5 (5th Cir. 1993) are proposition for fact that with the set of facts in the current scenario, misrepresentation will be made out;

The fraud was constituted here was because the orchestra was continuing conducting orchestra despite announcing that their music director could not conduct concerts due to health reasons (when it came to conducting the concert that was agreed between the orchestra and my client) [See **Annexure A and C**].

When asked to let a substitute conductor take his place instead of postpone, my client, in writing was told by Martin Sher, a representative authorized to converse with me on behalf of the NWS, that the conductor wants to handle the concert himself and was asked to have the concert implying the next season [**Annexure E – Email purporting postponement of concert**]. My client agreed to postponing the concert to the next seasons postponement.

- (3) A defamation claim arises as per *Stratton Oakmont, Inc. v. Prodigy Services Co.*, 1995 N.Y. Misc. Lexis 229 (N.Y. Sup. Ct. May 24, 1995) and Wisconsin Statutes, § 942.01:

“Whoever with intent to defame communicates any defamatory matter to a 3rd person without the consent of the person defamed is guilty of a Class A misdemeanor”.

The cancelling or the 'appearance of the cancelling' of the concert, that was agreed with my client, had led to the public assuming that the concert was cancelled as a result of some fault of my client and it was something my client did negative to lead to the cancellation of the concert.

The intent element of the offence is made out because the orchestra was reckless in communicating with my client before making the announcement. Moreover, the defamatory act has tarnished my client's image and has ultimately damaged his reputation.

(4) Breach of implied duty of good faith. The **Uniform Commercial Code** provides:

"Every contract or duty within the UCC imposes an obligation of good faith in its performance and enforcement." UCC § 1-304 and **United States v. Leon, 468 U.S. 897 (1984)**.

The fact that the concert was postponed was never announced publicly and the information of the concert was removed from their website which goes to show the malafide intentions of the NWS.

Moreover, the orchestra has exploited the agreement as it was only because of the contract for the performance of my client's work in the concert of my client's that allowed the orchestra to benefit by securing a partnership with Quest TV.

The orchestra has non-performed the concert with malafide intention as the NWS continued to conduct other concerts and when it came to the performance of my client's work, NWS excused by misrepresenting health reasons. This is despite of the NWS publishing on their website that the date of my client's concert would be digitally broadcasted on a 'limited concert broadcast series'. [See **Annexure H**].

RELIEF SOUGHT

Having established the legal grounds, it is humbly prayed that my client be catered to. The evidence will show that my client has faced a great deal of problems i.e., mental stress and defamed. Had the orchestra not violated the terms of the contract, this would not be the case. **Thus,**

It is humbly prayed that the NWS and Michael Tilson Thomas merely

- (1) see to it that the agreement my client has with them is upheld, that the original contract is abided by and that the concert is conducted this coming season by Michael Tilson Thomas.
- (2) Make public statements to clarify and remove any damage to my client's image and reputation that the appearance of the cancelling of the concert has caused.

Provided that the above-mentioned prayer is accepted, no legal action will be taken against either the NWS nor Michael Tilson Thomas.

Primous Fountain

August 8, 2022

Exhibit S

Second Demand Letter sent to all the defendants



2. OFFICIAL DEMAND LETTER WITH ADDRES

OFFICIAL DEMAND LETTER **Breach of Contract Notice**

Primous Fountain
primousfountain@gmail.com

To:

Michael Tilson Thomas
William M. Osborne III - Chairman of the board
Adam Carlin - Vice Chairman
Dorothy Terrell - Vice Chairman/Secretary
Howard Herring - President
Beth Garcia-Boleyn - Assistant Vice President and Board Liaison
Martin Sher - Senior Vice President for Artistic Planning and Programs
David J. Phillips - Executive Vice President and Chief Financial Officer
Ashley Skinner - Senior Vice President for Institutional Culture and Inclusion
William C. Hunt - Manager of Artistic Programs and Special Projects
Kathleen Drohan - Vice President of Communications and Public Relations

Dear Michael Tilson Thomas, New World Symphony et al,

I, Primous Fountain, am making one final attempt at settling this matter with the parties addressed. Demand for the relief stated are for breach of contract, racial discrimination, fraud and misrepresentation, and copyright infringement. If there is no response after 30 days legal action WILL be taken to the fullest extent possible against ALL listed parties.

STATEMENT OF FACTS

Michael Tilson Thomas and I had a binding agreement to which I agreed to let the New World Symphony perform a concert exclusively and entirely of my music. This agreement was made in early 2020 on a phone call between Michael Tilson Thomas and I, Primous Fountain. Thomas wanted to dedicate a concert exclusively of my work because he recognized, as he continued to mention over and over on the phone, how original my work (music) is. The concert was to be titled "Primous Fountain: An American Original", which shows how much he recognized myself as an original composer and American treasure. The agreement was made under the condition that the concert was to celebrate and only feature the music of Primous Fountain. The concert was announced publicly by the NWS for the 2021-2022 Season and is still on the NWS website until this day. The link to the announcement can be found here: <https://www.nws.edu/news/2021/nws-announces-2021-22-season/>. Also there were full pages dedicated to this concert on the NWS site, one of which is included in Exhibit A at the end of this letter.

A contract was created as per United States Law which requires 5 elements: 1. Offer 2. Acceptance 3. Mutual Consideration. 4. Legal Parties 5. Legal Purpose.

1. The Offer was made on a phone call from Thomas to Primous to which Thomas was very enthusiastic. After much praise of Fountain's music Thomas made the offer to give a concert entirely of Fountain's music performed by the NWS.
2. I, Primous Fountain, accepted his offer of the concert to be performed entirely of my music by the NWS with him conducting.
3. The consideration was Thomas conducting and the orchestra performing the concert in exchange for the orchestra being granted the use of my Intellectual Property (music). Also the revenue earned from such a concert would be consideration as well.
4. Both parties were legally able to enter into a contract.
5. The purpose was a concert exclusively dedicated to the music of Primous Fountain, the orchestra to generate revenue, and a concert of notoriety.

Henceforth, the contract was legally binding. Michael Tilson Thomas breached this contract in multiple ways. Also while breaching the contract the parties participated in what could appear to be racial discrimination in not giving the concert. Also copyright infringement could have occurred if they performed my music without my expressed permission.

Breach of Contract

The NWS orchestra never performed the concert solely dedicated to the music of Primous Fountain as was originally agreed to. As per 41 U.S. Code 6502-3: "One party's failure to fulfill any of its contractual obligations is known as a "breach" of the contract. Depending on the specifics, a breach can occur when a party fails to perform on time, does not perform in accordance with the terms of the agreement, or does not perform at all."

For over 2 years the parties have either come up with excuses for not doing the concert and also have not responded to inquiries. They used language in emails such as "pulling back on a full concert of your work." (Sher, Exhibit C). However no exact reason was given for why the concert did not go on. At one point it was stated that Michael Tilson Thomas was sick on a public facebook post but he was still conducting at that time and continues to conduct to this day.

Racial Discrimination

It is a known fact that Blacks make up only .5% of the symphonic industry. When Thomas did not conduct the work of Fountain, he instead went on to do a performance of Mahler, a European composer. Giving an Black American composer his own concert would have been a historic event, but also that might not be received well to a majority white customer base. That same season the vast majority of works performed were by other white composers.

The defendants also scheduled Primous Fountain's music to be performed within a Spanish composers' showcase and only be one-fifth of the show. The slot would only feature one-third of the work (Amak). This was insulting as the original concert was supposed to be only of my music and that I, Primous, am not of Spanish descent. Also the fact that I was referred to as "An American Original" in the original concert plans and then to be included with four South American Spanish composers for a Spanish theme show showed malicious intent. Also they intentionally misrepresented my brand to the public. These are racial discrimination claims to be pursued under 42 U.S. Code § 1981.

Fraud and Misrepresentation

After the parties were notified that I did not consent to my music being performed without a full dedication concert I was still then publicized on the website as a "friend and collaborator of MTT" and one of my works was still scheduled to be performed. (Exhibit D) This concert was supposed to have happened April 14th-15th, 2023. However in the email that I sent to Martin Sher, Senior Vice President for Artistic Planning and Programs, et al dated September 22nd, 2022 I clearly stated that I did not consent to my music being performed outside of a full dedication concert. (Exhibit E) This is fraud on behalf of the parties to showcase this advertisement.

Copyright Infringement

If any performances have taken place featuring the work of Primous Fountain outside of a full dedication concert this constitutes copyright infringement. I, Primous Fountain, am the intellectual copyright owner of all of my music. The parties were notified of this and I only gave permission for the music to be played if the concert was a full dedication to my music. It seems as if the NWS has maybe performed parts of my work with other works as it was shown on the website. (Exhibit D) If these performances occurred the defendants violated 17 U.S. Code § 501 in defiance of me telling them not to do the work.

Demand for Relief

The complainant demands that the agreed upon concert that includes Thomas conducting the entire concert go on as originally agreed upon with the terms stated below:

1. A concert entirely of my music with MTT conducting. Also because of their further neglect and ignoring of the first demand letter, a two day concert exclusively of my music instead of the one day originally agreed upon.
2. Or, money to hire and cover the cost for my putting together musicians for a comparable symphony orchestra as theirs for the purpose to give the concert exclusively of my music as originally planned. (Included in such settlement is the cost for hiring conductor, renting concert hall, rehearsal space, food and lodging for musicians (as the NWS have musicians from all over the world so I should be about to hire musician national and international as well), video recording, publicity agent, assistant fees, etc.)

3. In addition to either of #1 or #2 above -

Damages for the way I have been treated throughout this whole ordeal. MTT and NWS conspired together to deceive me, misuse me, caused suffering emotionally and psychologically, tarnished my reputation, and used my name in publicly announcing there would be a performance of a work of mine (Ritual Dances Of The Amaks), whereas I had already given the orchestra written notice that no music of mine could be performed other than on a concert exclusively of my music. On top of this they had the audacity to publicize with that announcement "Primous Fountain – longtime friend and collaborator of MTT" - , under the circumstance of the breach and having received the first demand letter. The complainant demands \$15 million for pain and suffering, punitive damages, humiliation, and tarnishing my reputation.

Failure to respond to this letter within 30 days will result in legal action to the fullest extent.

Primous Fountain
1893 E Washington Ave

May 6, 2024

Madison, WI 53704
primousfountain@gmail.com

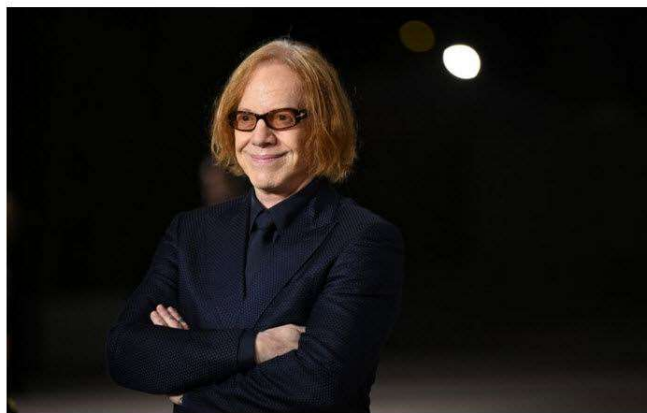
Exhibit T



CLASSICAL MUSIC

Danny Elfman's 'nutty year' continues with S.F. Symphony premiere with Michael Tilson Thomas

Zack Ruskin | November 9, 2022 Updated: November 10, 2022, 1:53 pm



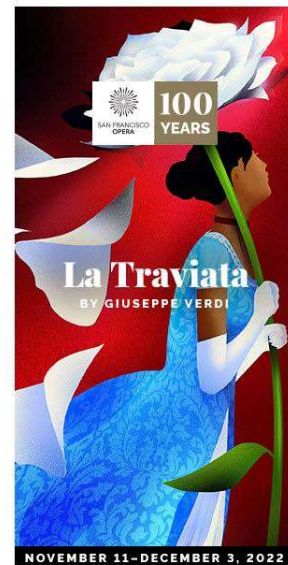
Danny Elfman at the second annual Academy Museum Gala at the Academy Museum of Motion Pictures in Los Angeles on Oct. 15.
Photo: Robyn Beck / AFP via Getty Images

Danny Elfman is having the busiest year of his life.

Revered as one of Hollywood's premier film composers, the former Oingo Boingo frontman is perhaps best known for his prolific partnership with director Tim Burton. In addition to both writing the songs and providing the singing voice for Jack Skellington in the beloved 1993 stop-motion animated musical "The Nightmare Before Christmas," Elfman also writes classical compositions.

One such piece, created specifically for French cellist Gautier Capuçon, is now slated to make its long-awaited U.S. premiere with the San Francisco Symphony with three performances beginning Friday, Nov. 11. Conducted by Music Director Laureate Michael Tilson Thomas, Elfman's cello concerto was initially intended to premiere in 2021 before being delayed a year due to the COVID-19 pandemic. These shows will also serve as but the latest landmark moment in a year that's already seen Elfman perform at the Coachella Valley Arts and Music Festival, premiere multiple other concert compositions, and, most recently, headline a pair of Halloween shows at the Hollywood Bowl in Los Angeles.

"It's been a nutty year," Elfman said. "As a result of the pandemic, along with the



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Exhibit U

Source: www.nws.edu/news/2021/nws-announces-2021-22-season — “NWS announces 2021-22 Season,” May 7, 2021 (top portion of page)

**New World Symphony**
Stéphane Denève, Artistic Director

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News

Concert Hall and Music School in Miami / News / 2021 / NWS announces 2021-22 Season

May 7, 2021

NWS announces 2021-22 Season

by Kathleen Drohan



Artistic Director Michael Tilson Thomas and the New World Symphony announce the groundbreaking 2021-22 season. The season builds on New World Symphony's mission to prepare young musicians for leadership roles in orchestras and ensembles around the world, and its vision of an inclusive and dynamic future for classical music. NWS is a laboratory for generating new ideas about how music is taught, presented, and experienced and its commitment to inclusion and access defines the 2021-2022 season.



Top Row: Joyce Yang, Aaron Diehl, Gil Shaham, Michael Tilson Thomas, Dashon Burton, Measha Bruggergosman, Augustin Hadelich

Bottom Row: Christian Reif, Ronnita Miller, Roderick Cox, Marin Alsop, Thomas Wilkins, Stéphane Denève, Christian Tetzlaff and Gabriela Montero

The 2021-2022 season features celebrated classical artists including Measha Bruggergosman, Augustin Hadelich, Gabriela Montero, and Gil Shaham, alongside artists making their NWS debuts including mezzo-soprano Ronnita Miller, baritone Dashon Burton, and pianist Joyce Yang, as well as artists not traditionally seen on classical stages including jazz phenom Aaron Diehl, and global music collective People of Earth. In addition to Michael Tilson Thomas, conductors taking the podium with the NWS include Marin Alsop, Roderick Cox, Stéphane Denève, and Thomas Wilkins, and NWS alumni Kazem Abdullah, Teddy Abrams, and Christian Reif.



Harlem Renaissance, Primous Fountain and Jörg Widmann

Season highlights includes a Clarinet Festival with instrument greats Martin Fröst, Anthony McGill, and Jörg Widmann, and works by Claude Debussy, Nina Shekhar, and Tōru Takemitsu. This festival builds on NWS's season-long instrument festivals launched in 2019 with *Viola Visions* and 2021's *Percussion Perspectives*. The season also includes a focus on the work of composer Primous Fountain, with whom MTT has had a long relationship, and a multi-faceted, multi-disciplinary celebration of music and art from the Harlem Renaissance.

Exhibit V

Source: www.nws.edu/news/2021/nws-announces-2021-22-season — “NWS announces 2021-22 Season,” May 7, 2021 (concert listing portion at bottom of same page)

Saturday, April 16, 2022 at 7:30 PM

SOUNDS OF THE TIMES: PRIMOUS FOUNTAIN: AN AMERICAN ORIGINAL

Michael Tilson Thomas, conductor

Program to be announced

Saturday, April 23, 2022 at 8:00 PM

SIDE-BY-SIDE CONCERT

Michael Tilson Thomas, conductor

Chad Goodman, Conducting Fellow

Sunday, May 1, 2022 at 2:00 PM

CHAMBER MUSIC: SCHUBERT OCTET

George Walker: Music for Brass, Sacred and Profane

Lansing McLoskey: *Specific Gravity*: 2.72

Franz Schubert: Octet

Friday, May 6, 2022 at 7:30 PM

Saturday, May 7, 2022 at 8:00 PM

SEASON FINALE: MTT AND GIL SHAHAM

Michael Tilson Thomas, conductor

Gil Shaham, violin

Chad Goodman, Conducting Fellow

Ludwig van Beethoven: Overture to *The Creatures of Prometheus*

Joseph Boulogne: Violin Concerto in G

Gustav Mahler: Symphony No. 5

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New World Symphony announces a rich and varied 2025-26 season

By Lawrence Budmen



Thu Mar 6, 2025
at 12:04 pm
[No Comments](#)

Pianist Víkingur Ólafsson performs John Adams' *After the Fall* concerto in his NWS debut next season. Photo: Ari Magg/DG

The New World Symphony's 2025-2026 season will celebrate the 250th anniversary of America with a wide array of music by American composers. Artistic director Stéphane Denève will conduct eight programs in concert series at Miami Beach's New World Center and the Arsht Center in Miami.

Denève opens the season October 4 and 5, leading *Chupsha! Harriet's Ride to Freedom* by James Lee III, a tribute to Harriet Tubman, Copland's *Lincoln Portrait* (with narrator TBA) and Beethoven's "Eroica" Symphony. Nikolaj Szeps-Znaider solos in Tchaikovsky's Violin Concerto October 25-26 with Denève directing Guillaume Connesson's *Maslenitsa* and Florence Price's Symphony No. 3.

In a season preview presentation Wednesday night, Denève said, "Price's symphony is a masterwork with a unique American sound." Composer John Adams shares the podium with Denève January 17-18, 2026 for an all-Adams concert. Icelandic pianist Víkingur Ólafsson makes his New World debut playing Adams' recent *After the Fall* piano concerto. The program also includes the composer's *Chairman Dances*, *I Still Dance* and the *Doctor Atomic Symphony*.



CLASSICAL REVIEW



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Exhibit Y

SUNDAY TWO SERIES

\$100 \$230 \$365 \$410 Seating chart on page 23.

New World Center, Michael Tilson Thomas Performance Hall
John S. and James L. Knight Foundation Stage

DENÈVE: PRICE + TCHAIKOVSKY

Sunday, October 26, 2025 at 2:00 PM

Stéphane Denève, conductor
Nikolaj Szeps-Znaider, violin

Guillaume Connesson: *Maslenitsa*
Pyotr Ilyich Tchaikovsky: Violin Concerto
Florence Price: Symphony No. 3

PRIETO: MUSIC OF THE AMERICAS

Sunday, November 23, 2025 at 2:00 PM

Carlos Miguel Prieto, conductor
Karen Gomyo, violin

Alberto Ginastera: *Variaciones concertantes*
Leonard Bernstein: *Serenade (After Plato's Symposium)*
Evencio Castellanos: *Santa Cruz de Pacairigua*
Juan Pablo Contreras: *Mariachitlán*

JOHN ADAMS WITH DENÈVE & ÓLAFSSON

Sunday, January 18, 2026 at 2:00 PM

Stéphane Denève, conductor
John Adams, conductor
Víkingur Ólafsson, piano

Music of John Adams:
Chairman Dances
After the Fall Piano Concerto
I Still Dance
Dr. Atomic Symphony

COLEMAN + COPLAND

Sunday, February 8, 2026 at 2:00 PM

Ryan Bancroft, conductor

Charles Ives: *Country Band March*
Valerie Coleman: Concerto for Orchestra, "Renaissance"
Aaron Copland: Symphony No. 3

DENÈVE, THIBAUDET, BERNSTEIN & GERSHWIN

Sunday, May 3, 2026 at 2:00 PM

Stéphane Denève, conductor
Jean-Yves Thibaudet, piano

Leonard Bernstein: *Overture to Candide*
Leonard Bernstein: *The Age of Anxiety*
George Gershwin/Schoenfeld: *I Got Rhythm Variations*
George Gershwin: *An American in Paris*



Two Frenchmen meet in Miami for a concert that includes Gershwin's An American in Paris. Among the world's finest pianists, Jean Yves Thibaudet joins NWS for The Age of Anxiety, a Bernstein parable about chasing happiness.

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Exhibit Z



New World Symphony
Stéphane Denève, Artistic Director

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News

[Concert Hall and Music School in Miami](#) / [News](#) / [2023](#) / [NWS announces 2024-25 season](#)

February 21, 2024

NWS announces 2024-25 season

by New World Symphony



Stéphane Denève and NWS Fellows at the New World Center, photo by Alex Markow

The New World Symphony (NWS), America's Orchestral Academy, announces its 2024-25 season, unveiling a series of programs that build upon the success of Artistic Director Stéphane Denève's inaugural 2023-24 season. Rooted in the visionary foundation laid by Co-Founder and Artistic Director Laureate Michael Tilson Thomas (MTT) and his enduring dream to foster the growth and development of emerging talent in classical music, NWS's 2024-25 season redefines the orchestral experience while enriching the educational journey and propelling the careers of its Fellows.



NEW WORLD SYMPHONY'S
2024 - 25
SEASON

Welcome to another season of
your New World Symphony

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Exhibit AA

DENÈVE: MUSIC IN (TECHNI)COLOR

Saturday, March 1, 2025 at 7:30 PM

Sunday, March 2, 2025 at 2:00 PM

Stéphane Denève, conductor

Maurice Ravel: *Mother Goose Suite*

Anna Clyne: *PALETTE*: Concerto for Augmented Orchestra (East Coast premiere of NWS co-commission)

Modest Mussorgsky / arr. Maurice Ravel: *Pictures at an Exhibition*

DENÈVE: DAVONE TINES' MASS

Saturday, March 8, 2025 at 7:30 PM

Sunday, March 9, 2025 at 2:00 PM

Stéphane Denève, conductor

Davóne Tines, baritone

Johann Sebastian Bach: Brandenburg Concerto No. 4

Michael Abels: *Delights and Dances*

Davóne Tines: *Recital No. 1: MASS* (world premiere of NWS commission of orchestrated version)

DENÈVE: BRITTEN'S WAR REQUIEM

Saturday, March 15, 2025 at 8:00 PM (Adrienne Arsht Center for the Performing Arts)

Stéphane Denève, conductor

Christine Goerke, soprano

Ian Bostridge, tenor

Roderick Williams, baritone

Brett Karlin, chorus master

Choruses:

Florida Singing Sons

Girl Choir of South Florida

Master Chorale of South Florida

Benjamin Britten: *War Requiem*

CONCERT FOR KIDS: SPRING

Sunday, March 23, 2025 at 11:30 AM

Molly Turner, NWS Conducting Fellow

Program to be announced

MTT, BRONFMAN AND BEETHOVEN

Saturday, March 29, 2025 at 8:00 PM

Sunday, March 30, 2025 at 2:00 PM

Michael Tilson Thomas, conductor

Yefim Bronfman, piano

Susanna Phillips, soprano

Franz Schubert: "Der Hirt auf dem Felsen"

Robert Schumann: Piano Concerto

Ludwig van Beethoven: "Ah! Perfido"

Ludwig van Beethoven: Symphony No. 5

Exhibit AB

MTT CONDUCTS BEETHOVEN'S PASTORAL

Saturday, April 5, 2025 at 8:00 PM

Sunday, April 6, 2025 at 2:00 PM

Michael Tilson Thomas, conductor

Susanna Philips, soprano

Franz Joseph Haydn: Symphony No. 98

Alban Berg: *Lulu Suite*

Ludwig van Beethoven: Symphony No. 6

A SIBELIUS JOURNEY

Saturday, April 12, 2025 at 7:30 PM

Sunday, April 13, 2025 at 2:00 PM

Dalia Stasevska, conductor

Jean Sibelius:

In memoriam

Canzonetta

The Dryad

Night Ride and Sunrise

Symphony No. 4

DENÈVE: SYMPHONIE FANTASTIQUE

Friday, April 18, 2025 at 8:00 PM (Kravis Center for the Performing Arts)

Saturday, April 19, 2025 at 8:00 PM

Stéphane Denève, conductor

Sheku Kanneh-Mason, cello

John Williams: Suite from *The Book Thief*

Dmitri Shostakovich: Cello Concerto No. 1

Berlioz: *Symphonie fantastique*

SIDE-BY-SIDE CONCERT

Saturday, April 26, 2025 at 7:30 PM

Stéphane Denève, conductor

Program to be announced

SEASON FINALE WITH GIL SHAHAM

Saturday, May 3, 2025 at 8:00 PM

Sunday, May 4, 2025 at 2:00 PM

Edward Gardner, conductor

Gil Shaham, violin

Molly Turner, NWS Conducting Fellow

Thea Musgrave: *Song of the Enchanter*

Antonín Dvořák: Violin Concerto

Béla Bartók: Concerto for Orchestra

Exhibit AC



Primous Fountain <primousfountain@gmail.com>

Wednesday

Primous Fountain <primousfountain@gmail.com>

Wed, Oct 28, 2020 at 8:11 AM

To: mtt@mttmusic.net

Cc: Ana Maria Estévez <Ana.Estevez@nws.edu>, Martha Levine <Martha.Levine@nws.edu>

Hello Michael

I wrote you by email two weeks ago about my Eighth Symphony on October 14. There has been no response back. I had mailed my scores to you each time as you asked and had happily welcomed your phone call at the time you wished. I however expect the same courtesy and respect to be reciprocal.

My works have not been performed for over thirty years in the USA because of the upholding of the system of racism white supremacy by conductors and orchestras. I appreciate your interest in my work but at the same time I do not intend to take a subordinate role and demand the respect due me as is given to others. I hope you will see fit to respond to me to me as you do with people you have regards for. Both my work and I require this. It is a complete package.

Hearing your work, I recognize your greatness as conductor. Yet I am aware too that my work is actually the only music emerging out of the USA that can stand comfortably on the stage with the great past master composers.

Warm regards

Primous

Plaintiff's email to Defendants dated March 9, 2022, and Defendants' next communication dated May 9, 2022

Primous Fountain <primousfountain@gmail.com>

Wed, Mar 9, 2022 at 5:46 PM

To: mtt@mttmusic.net

Cc: Martin Sher <Martin.Sher@nws.edu>, Howard Herring <howard.herring@nws.edu>, Ana Maria Estévez <Ana.Estevez@nws.edu>, william.m.osborne@new.edu, Martha Levine <Martha.Levine@nws.edu>

Dear Michael

After seeing announcements that you will be conducting Mahler I could not help wondering why you cancel my concert then going on to conduct Mahler when one less performance of Mahler or Tchaikovsky would not make a difference? nor would it matter to those composers. Whereas the one concert performance of my work would change, contribute immensely and have an effect on history, and the consciousness of people at this time.

As you know there has been no performance of my music in the USA for over forty years. I can suspect that without this concert of my work there will be an attempt to be no performances of my works in the USA during my (remaining) lifetime. Even with the notoriety of performance of the concert of my work there would remain resistance to performing my work, for reasons you are intelligent and aware enough to know. But with what would be a historic concert would make it difficult and obvious as to the biases and hypocrisy, and there would be top quality video to testify to the merits of the works.

From the Chicago Symphony to Los Angeles Philharmonic music directors' Muti and Dudamel respectively and others have ignorantly, and I will add with a touch of racism, tried to not recognize the greatness of my works. When the story is told your legacy will have that you cancelled never conducting this concert going on to conduct other concerts, or that you conducted such a concert. Because it is a matter of time that my work will be recognized as some of the greatest work in the entire repertoire of music.

A test of a person's true character is how they act under pressure.

I suggest you revive my concert and carry on with it as planned this season.

Primous

Martin Sher <Martin.Sher@nws.edu>

Mon, May 9, 2022 at 10:31 AM

To: Primous Fountain <primousfountain@gmail.com>

Primous.

Thanks for your note. We've just wrapped our season and now both MTT and I are off for the next month on various travels. I hope you'll be pleased to know that we are confirmed to perform 'Ritual Dances' this coming season. Though we had to step away from a fully dedicated concert to your music, we felt it important that we present at least one of your works in honor of our ongoing conversations. We'll perform it twice: on Dec 9 and 10, 2022.

All future projects are on hold pending further discussions with MTT this summer when his travels have been completed - I expect we'll pick up those discussions in July and August, so there won't be much of an update until then.

In the meantime, your work will be a part of the upcoming - and extensive - PR efforts associated with the launch of our upcoming season, so we're excited to get the word out about 'Amak'. I kindly ask you not to post anything to social media until our official release goes out, which is imminent. Thank you as always Primous!

I'll keep you updated as things evolve later in the summer.

Martin