

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

THE PEOPLE OF THE STATE OF NEW  
YORK

-against-

GLENN HOROWITZ,  
CRAIG INCIARDI,  
EDWARD KOSINSKI,

Defendants.

THE GRAND JURY OF THE COUNTY OF NEW YORK, by this indictment, accuses defendants CRAIG INCIARDI and EDWARD KOSINSKI of the crime of **CRIMINAL POSSESSION OF STOLEN PROPERTY IN THE FIRST DEGREE**, in violation of Penal Law §165.54, committed as follows:

Defendants CRAIG INCIARDI and EDWARD KOSINSKI, in the County of New York, between on or about March 28, 2012, and on or about December 16, 2016, with intent to benefit themselves and a person other than an owner thereof and to impede the recovery by an owner thereof, knowingly possessed stolen property with a value exceeding one million dollars, to wit, 13 pages of developmental lyrics to the Eagles song Hotel California.

SECOND COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses defendant GLENN HOROWITZ of the crime of **AN ATTEMPT TO COMMIT THE CRIME OF CRIMINAL POSSESSION OF STOLEN PROPERTY IN THE FIRST DEGREE**, in violation of Penal Law §§ 110/165.54, committed as follows:

Defendant GLENN HOROWITZ, in the County of New York, on or about March 17, 2017, with intent to benefit himself and a person other than an owner thereof and to impede the recovery by an owner thereof, attempted to aid another to knowingly possess stolen property with a value exceeding one million dollars, to wit, 13 pages of developmental lyrics to the Eagles song Hotel California.

THIRD COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses defendant GLENN HOROWITZ of the crime of **HINDERING PROSECUTION IN THE SECOND DEGREE**, in violation of Penal Law § 205.60, committed as follows:

Defendant GLENN HOROWITZ, in the County of New York, on or about March 17, 2017, rendered criminal assistance to CRAIG INCIARDI who had committed a class B and class C felony.

FOURTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses defendant GLENN HOROWITZ of the crime of **HINDERING PROSECUTION IN THE SECOND DEGREE**, in violation of Penal Law § 205.60, committed as follows:

Defendant GLENN HOROWITZ, in the County of New York, on or about March 17, 2017, rendered criminal assistance to EDWARD KOSINSKI who had committed a class B and class C felony.

FIFTH COUNT:

AND THE GRAND JURY AFORESAID, by this indictment, further accuses defendants of the crime of **CONSPIRACY IN THE FOURTH DEGREE**, in violation of Penal Law §105.10(1), committed as follows:

Defendants, in the County of New York, during the period of time from on or about March 28, 2012, to on or about May 15, 2019, with intent that conduct constituting the crime of **CRIMINAL POSSESSION OF STOLEN PROPERTY IN THE SECOND DEGREE** be performed, said crime being a class “C” felony, agreed with each other, and with others, to engage in and cause the performance of such conduct.

## **CONSPIRACY TO CRIMINALLY POSSESS STOLEN PROPERTY**

During the period from March 28, 2012 through May 15, 2019, in New York County and elsewhere, defendants CRAIG INCIARDI and EDWARD KOSINSKI possessed stolen lyric manuscripts to songs from the album Hotel California, collectively worth more than \$50,000, including: the pages of developmental lyrics to the song Hotel California listed for auction with Gotta Have Rock and Roll in 2012; the developmental lyrics to the song Life in the Fast Lane listed for auction with Sotheby's Auction House in 2014; the 13 pages of developmental lyrics to the song Hotel California listed for auction with Sotheby's Auction House in 2016; and the 84 pages of developmental lyrics to songs from the Eagles album Hotel California that law enforcement seized on May 15, 2019. Knowing that the manuscripts were stolen, defendants GLENN HOROWITZ, CRAIG INCIARDI, and EDWARD KOSINSKI agreed to take actions to further defendants CRAIG INCIARDI'S and EDWARD KOSINSKI'S efforts to possess, transport, store, and sell such manuscripts.

It was also part of the conspiracy for GLENN HOROWITZ and CRAIG INCIARDI to impede the rightful owner's recovery of such manuscripts by fabricating provenance for the lyric manuscripts and for all of the defendants to communicate such false provenance to third parties.

## OVERT ACTS

In furtherance of said conspiracy and to effectuate the objects thereof, from on or about March 28, 2012, to on or about May 15, 2019, the following overt acts, among others, were committed in New York County and elsewhere:

1. On or about March 30, 2012, defendant GLENN HOROWITZ forwarded to defendant CRAIG INCIARDI an email from John McWhinnie dated April 12, 2006, that read in part and substance:

“GLENN: I THINK YOU SHOULD SEND AN EMAIL TO [A PERSON WHOSE NAME IS KNOWN TO THE GRAND JURY, HEREINAFTER “INDIVIDUAL 1”] SAYING THAT WE ARE FINALLY GOING FORWARD WITH THE EAGLES LYRICS OFFER. THAT THERE IS A MAJOR COLLECTOR IN GENEVA WHO IS BUILDING A LARGE COLLECTION OF MATERIAL DEVOTED TO SEX, DRUGS AND ROCK N ROLL. THAT IT’S A VERY SOPHISTICATED COLLECTION, INCLUDING MAJOR ROCK LYRICS, IMMENSE HOLDINGS IN LITERATURE AND COUNTERCULTURE, PSYCHEDELIA. IT WOULD BE TUCKED AWAY IN THE COLLECTION, OUT OF SIGHT, AND THAT WE CAN SELL THE GROUP FOR 50K,”

with accompanying text that read in part and substance:

“[INDIVIDUAL 1] HARD PRESSED TO MAINTAIN HIS POSTURE.”

2. On or about March 30, 2012, defendant CRAIG INCIARDI sent an email to defendant GLENN HOROWITZ that read in part and substance:

“TO WHOM IT MAY CONCERN:

PLEASE BE ADVISED THAT AFTER REVIEWING THE PHOTOGRAPHS ONLINE CONTAINED IN THE GOTTA HAVE IT AUCTION CATALOGUE, I DO REMEMBER THE EAGLES MATERIALS. IT WAS ABOUT 35 YEARS AGO AND MY MEMORY IS GETTING FOGGY! I REMEMBER FINDING THE MATERIAL DISCARDED IN A DRESSING ROOM BACKSTAGE AT AN EAGLES CONCERT.

I HOPE THIS IS HELPFUL TO YOU.

SINCERELY,  
[INDIVIDUAL 1]

EMAIL SHOULD BE SENT TO: INFO@GOTTAHAVEIT.COM”

3. March 30, 2012, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“HE WON’T GO FOR THAT. LET’S TALK LATER.”

4. On or about March 30, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 and defendant CRAIG INCIARDI that read in part and substance:

“RESOLUTION INCHING NEARER; LOOKS LIKE EAGLES WANT TO BUY BACK THE LYRIC SHEETS---JUST A FEW PAGES MIND YOU, FOR HOTEL CALIF. IS THE GENTLEMAN WHO GAVE THEM TO YOU STILL AMONGST THE QUICK? YOU HAVE NO REASON TO BE CONCERNED. YOU DIDN’T PURLOIN THE PAGES AND NO ONE HAS EVER CLAIMED THEM. BUT IF ORIGINAL GIVER OF THE DOCUMENTS IS NO LONGER ALIVE CHAIN BEGINS AND ENDS THERE. YOU DID NOTHING WRONG IN PARTING WITH THEM, I ASSURE YOU. THERE’S A WORLD OF DIFFERENCE BETWEEN SOMEONE MAKING A CLAIM AND SOMEONE HAVING A RIGHT TO ASSERT A CLAIM, WHICH IN THIS CASE IS SPECIOUS. MY PARTNER HAS BEEN DEALING IN ROCK AND ROLL GEAR FOR DECADES. HE KNOWS THAT WORLD INTIMATELY.”

5. On or about March 30, 2012, defendant CRAIG INCIARDI sent an email to defendant GLENN HOROWITZ that read in part and substance:

“EXCELLENT EMAIL. THANK YOU FOR THE HELP.”



6. On or about March 31, 2012, in response to an email from Individual 1 to defendant GLENN HOROWITZ that read in part and substance:

“HE WORKED IN SOME CAPACITY FOR THE BAND. HE WAS A STAGE ASSISTANT, I THINK. I RECEIVED BOUNTIFUL MATERIAL FROM MANY SOURCES, AND THIS GUY WAS JUST ONE OF MANY.”

- defendant GLENN HOROWITZ sent an email to Individual 1 and defendant CRAIG INCIARDI that read in part and substance:

“LET ME DO THE WORK: EASY ENOUGH TO SOLVE THIS. GENT IN QUESTION FUNCTIONED IN WHAT CAPACITY FOR THE GROUP? AS I SAID, DON'T AGGRAVATE YOURSELF; WE'LL BRING THIS TO A QUICK CONCLUSION.”

7. On or about March 31, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“IT'S FAIR TO SAY THAT, AS IF [SIC] OFTEN THE CASE, THE PAPERS IN QUESTION AND THE OTHER STUFF YOU ACCUMULATED WERE DESTINED FOR THE SCRAP PILE? HALF OF THE GEAR I HANDLE ENTERS THE FOOD CHAIN THROUGH SOME SORT OF SALVAGE.”

8. On March 31, 2012, defendant GLENN HOROWITZ forwarded to defendant CRAIG INCIARDI a March 31, 2012 email exchange between defendant GLENN HOROWITZ and Individual 1, in which Individual 1 wrote in part and substance:

“HE WORKED IN SOME CAPACITY WITH THE BAND. HE WAS A STAGE ASSISTANT, I THINK. I RECEIVED BOUNTIFUL MATERIALS FROM MANY SOURCES, AND THIS GUY WAS JUST ONE OF MANY.”

with accompanying text from defendant GLENN HOROWITZ that read in part and substance:

“IT MAY BE TIME FOR YOU TO STEP IN; HE’S ALMOST READY TO HAVE HIS ‘EXPLANATION’ SHAPED IN TO A COMMUNICATION. HE’S A GENTLE, AGING SOUL; MAYBE GIVE IT THROUGH TOMORROW AND THEN I INTRODUCE THE TWO OF YOU ELECTRONICALLY?”

9. On March 31, 2012, defendant CRAIG INCIARDI sent an email to defendant GLENN HOROWITZ that read in part and substance:

“SOUNDS GOOD. LET’S TALK LATER TODAY.”

10. On or about March 31, 2012, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“HE MERELY NEEDS GENTLE HANDLING AND REASSURANCE THAT HE’S NOT GOING TO THE CAN. YOU CAN SEE THAT BETWEEN THE LINES I’M SURE, YES?”

11. On or about March 31, 2012, defendant CRAIG INCIARDI sent an email to defendant GLENN HOROWITZ that read in part and substance:

“SHALL WE TALK IN THE MORNING? I WOULD LIKE TO SPEAK WITH [INDIVIDUAL 1] ON THE PHONE TO PUT HIM AT EASE AND SORT THIS OUT TOMORROW.”

12. On or about March 31, 2012, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“EXCELLENT. RING ME AROUND NOON PLEASE.”

13. On or about April 2, 2012, defendant CRAIG INCIARDI sent an email to Individual 1 that read in sum and substance:

“PLEASURE SPEAKING WITH YOU. HERE IS WHAT WE DISCUSSED:

TO: GOTTA HAVE IT AUCTIONS

PLEASE BE ADVISED THAT I DO IN FACT RECOGNIZE THE EAGLES LYRICS IN YOUR RECENT AUCTION. THEY WERE GIVEN TO ME IN THE 1970'S WHEN I WAS WRITING A BIOGRAPHY ON THE BAND. DURING THIS TIME, I WAS GIVEN A LOT OF MATERIAL RELATED TO THE EAGLES FROM DIFFERENT PEOPLE AND I DO NOT REMEMBER SPECIFICALLY WHO GAVE THESE ITEMS TO ME. I SUBSEQUENTLY SOLD THEM YEARS AGO. I HOPE THIS INFORMATION IS HELPFUL TO YOU.

SINCERELY,

[INDIVIDUAL 1]

EMAIL TO:  
INFO@GOTTAHAVEIT.COM”

14. On or about April 2, 2012, Individual 1 sent an email to info@gottahaveit.com that read in sum and substance:

“TO: GOTTA HAVE IT AUCTIONS

PLEASE BE ADVISED THAT I DO IN FACT RECOGNIZE THE EAGLES LYRICS IN YOUR RECENT AUCTION. THEY WERE GIVEN TO ME IN THE 1970’S WHEN I WAS WRITING A BIOGRAPHY ON THE BAND. DURING THIS TIME, I WAS GIVEN A LOT OF MATERIAL RELATED TO THE EAGLES FROM DIFFERENT PEOPLE AND I DO NOT REMEMBER SPECIFICALLY WHO GAVE THESE ITEMS TO ME. I SUBSEQUENTLY SOLD THEM YEARS AGO. I HOPE THIS INFORMATION IS HELPFUL TO YOU.

SINCERELY,

[INDIVIDUAL 1]”

15. On or about April 2, 2012, defendant EDWARD KOSINSKI forwarded to an attorney for Don Henley known to the Grand Jury, hereinafter “Henley Attorney,” the April 2, 2012 email from Individual 1 to info@gottahaveit.com.

16. On or about April 4, 2012, defendant CRAIG INCIARDI sent an email to defendant EDWARD KOSINSKI that read in part and substance:

“I WILL CALL [INDIVIDUAL 1] [SPECIFIED TELEPHONE NUMBER] AT AROUND 12:30 AND GIVE HIM A HEADS UP.”

17. On or about April 12, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“WILL RING YOU IN THE MORNING. EAGER TO TALK.”

18. On or about April 16, 2012, defendant GLENN HOROWITZ forwarded an email from Individual 1 to defendant CRAIG INCIARDI that read in part and substance:

“IT WOULD BE GOOD TO GET THIS PROBLEM INTO THE PAST. BUT, HOW?”

with defendant GLENN HOROWITZ’S accompanying text:

“MAYBE NOT AS FAR DOWN THE ‘MECHANICAL’ ROAD AS I ANTICIPATED BUT HE’S PRIMED. THOUGHTS?”

19. On or about April 16, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“LET ME SPEAK WITH CRAIG TODAY AND HEAR HIS AND HIS LAWYER’S THOUGHTS ON THE WISEST WAY TO HANDLE EXIT-STRATEGY. STAY TUNED: ON THE JOB.”

20. On or about April 18, 2012, defendant CRAIG INCIARDI sent an email to defendant GLENN HOROWITZ that read in part and substance:

“HERE ARE A FEW SENTENCES THAT I THINK MIGHT BE HELPFUL, JUST A SUGGESTION. LET’S TALK IN THE MORNING. ‘I HAVE A VAST COLLECTION OF ARCHIVES THAT I HAVE AMASSED OVER A PERIOD OF 50 ODD YEARS FROM COUNTLESS SOURCES WHICH ENCOMPASS MANY DIFFERENT SUBJECTS INCLUDING: POLITICS, POPULAR CULTURE, MUSIC, AND FIGURES SUCH AS CHARLES MANSON, ETC. A LARGE AMOUNT OF THIS MATERIAL WAS USED ON MY WRITING PROJECTS. WITH REGARDS TO THE EAGLES, I WAS GIVEN VARIOUS ITEMS IN THE 1970’S BY A VARIETY OF PEOPLE INCLUDING \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ AND \_\_\_\_\_. I DO NOT SPECIFICALLY REMEMBER WHO GAVE ME THESE LYRICS.”

21. On or about April 18, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“THIS IS THE GENERAL THRUST, I THINK, OF WHAT YOU WANT TO SAY. LEAVE OUT LAST CLAUSE IN PENULTIMATE SENTENCE IF YOU DON’T WANT TO NAME ANY NAMES. I ALSO LOVED YOUR OPEN SESAME LINE AND CONCEPT IN OUR EARLIER CONVERSATION. AND, FRANKLY, I’D EXPRESS RIGHTEOUS INDIGNATION AT THE IDEA THAT YOU TOOK THE LYRIC LEAVES WHEN VISITING HENLEY’S RESIDENCE. THEY CAN’T PROVE A SINGLE THING. THEY DON’T HAVE RECORDS OF ANYTHING HAVING GONE ASTRAY. THEY NEVER FILED POLICE REPORTS, ETC. HENLEY’S LAWYER ORIGINALLY LIKED THE IDEA OF HENLEY BUYING THESE PAGES BACK. HENLEY DECIDED TO BE A BULLY, AND THAT’S ALL THAT’S HAPPENING: THEY’RE HOPING THEY CAN BULLY YOU IN TO MELTING. STAY FROZEN!”

22. On April 18, 2012, defendant GLENN HOROWITZ forwarded his April 18, 2012 email to Individual 1 referenced in paragraph 21 to defendant CRAIG INCIARDI.

23. On or about April 18, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 with the subject line "CEASE" that read in part and substance:

"NO NEED TO WRITE ANYTHING. I THINK I CAN GET THIS RESOLVED WITHIN 48 HOURS. IF I CAN ACCOMPLISH WHAT I'M SETTING OUT TO DO, YOU'LL NEVER HEAR ANOTHER WORD OUT OF THE WEST ON THIS MATTER."

24. On or about April 18, 2012, defendant GLENN HOROWITZ communicated to an attorney for Don Henley an offer from defendants CRAIG INCIARDI and EDWARD KOSINSKI to sell to Don Henley the pages of handwritten lyric sheets to the song Hotel California that had been listed for auction with Gotta Have Rock and Roll.

25. On or about April 18, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“HAD LUNCH YESTERDAY WITH CRAIG; HE’S SENDING ME MEMO [SIC] TODAY WITH LANGUAGE. ALSO MET WITH ONE OF HENLEY’S LAWYERS YESTERDAY THOUGH DIDN’T [SIC] RAISE THE SUBJECT: CAN IF NECESSARY.”

26. On or about April 18, 2012, defendant GLENN HOROWITZ forwarded the April 18, 2012 email referenced in paragraph 25 to defendant CRAIG INCIARDI with accompanying text that read in part and substance:

“FYI.”

27. On or about April 25, 2012, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“RELATIVELY SURE I’VE FOUND A RESOLUTION THAT WILL ENSURE YOU NEVER HEAR ANOTHER WORD ABOUT THIS MATTER. SHOULD BE DONE BY THE END OF THE WEEK, WHEN I’LL CHECK BACK IN.”

28. On or about April 25, 2012, defendant EDWARD KOSINSKI signed a document labeled “invoice” from Gotta Have Rock and Roll to Don Henley, care of Henley Attorney, for \$8,500 for the sale of “Original handwritten lyrics for the Eagles song ‘Hotel California’ written in Don Henley’s hand.”



29. Between on or about March 28, 2012 and on or about April 25, 2012, defendants CRAIG INCIARDI and EDWARD KOSINSKI possessed the pages of developmental lyric sheets to the song Hotel California.
30. On or about February 26, 2014, defendant EDWARD KOSINSKI sent an email to a Sotheby's Auction House employee, whose name is known to the Grand Jury, hereinafter "Sotheby's Employee 1," proposing in substance that defendant EDWARD KOSINSKI consign to Sotheby's for sale "Eagles handwritten lyrics in Don Hendleys [sic] hand for New Kid In Town."

31. On or about April 22, 2014, in response to an email from a Sotheby's Auction House employee whose name is known to the Grand Jury, hereinafter "Sotheby's Employee 2," that read in part and substance:

"ED, BELOW ARE SOME QUESTIONS WE HAVE BEFORE ADDING THESE TO YOUR CONSIGNMENT. WE REALLY CAN'T HAVE SERIOUS LITIGATION OR ELSE [SOTHEBY'S NEW YORK] WILL BE AFRAID TO HAVE ANOTHER SALE, SO GIVE US THE REAL STORY ON THE EAGLES...."

"EAGLES HANDWRITTEN LYRICS IN DON HENLEY'S HAND FOR NEW KID IN TOWN – HOW LITIGIOUS IS DON HENLEY? WHAT IS THE PROVENANCE DOCUMENTATION THAT GOES WITH THIS?"

defendant EDWARD KOSINSKI sent an email that read in part and substance:

"DON HENLEY IS ONE OF THE MOST LITIGIOUS PEOPLE ON EARTH. HE WILL THREATEN BUT HAS NO CLAIM. I WENT THROUGH THIS WITH HIM RECENTLY AND HE ENDED UP BUYING IT FROM ME. I BOUGHT IT FROM SOMEONE WHO WORKED WITH HENLEY[.] HENLEY ACTUALLY SIGNED A RECEIPT, HE HAS NO CLAIM."

32. On or about May 6, 2014, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 1 that read in part and substance:

"FYI: ED KOSINSKI IS DROPPING OFF LYRICS TO EAGLES SONG. 'LIFE IN THE FAST LANE' TOMORROW."

33. On or about May 6, 2014, in response to an email from Sotheby's Employee 1 that read in part and substance:

“SHOULD THIS BE CONSIGNED UNDER YOU OR ED?”

defendant CRAIG INCIARDI sent an email to Sotheby's Employee 1 that read in part and substance:

“ED'S[.] HE IS SWAPPING OUT 'NEW KID IN TOWN.'”

34. On or about May 7, 2014, defendant EDWARD KOSINSKI delivered to Sotheby's Auction House developmental lyrics to the song Life in the Fast Lane.

35. On or about May 29, 2014, defendant EDWARD KOSINSKI signed a consignment agreement with Sotheby's Auction House for developmental lyrics to the song Life in the Fast Lane.

36. On or about June 22, 2014, in response to an email from Sotheby's Employee 2 that read in part and substance:

“ARE THAN [SIC] ANY OTHER LOTS YOU MIGHT THINK WILL BE AN ISSUE TOMORROW? WHO MIGHT CLAIM THE DAY BEFORE?”

defendant EDWARD KOSINSKI sent an email to Sotheby's Employee 2 that read in part and substance:

“HENLEY . . . WE ARE COVERED WITH ALL.”

37. On or about June 24, 2014, defendants CRAIG INCIARDI and EDWARD KOSINSKI offered for sale at auction at Sotheby's Auction House three pages of “original working manuscript of ‘Life in the Fast Lane.’”

38. On or about June 27, 2014, an attorney, who identified himself as an attorney for “Gotta Have Rock and Roll LLC,” whose name is known to the Grand Jury, hereinafter “GHRR Attorney,” sent an email to Henley Attorney that read in part and substance:

“THE INDIVIDUALS WHO CONSIGNED THE ‘LIFE IN THE FAST LANE’ LYRIC TO SOTHEBY’S ARE FRIENDLY WITH GHRR AND WOULD BE INTERESTED IN SELLING THE LYRIC TO MR. HENLEY THROUGH GHRR IF MR. HENLEY HAS INTEREST. THE TRANSACTION WOULD BE SIMILAR TO THE ONE GHRR BROKERED WITH RESPECT TO THE “HOTEL CALI” LYRIC AND A SIMILAR BILL OF SALE COULD BE UTILIZED. THAT IS, IF THE LYRIC PROVED TO BE UNAUTHENTIC AFTER INSPECTION, THE TRANSACTION COULD BE UNWOUND, ETC. I UNDERSTAND THAT THE LYRIC INITIALLY CAME FROM [INDIVIDUAL 1] AND HAS A BACKSTORY SIMILAR TO THAT OF THE “HOTEL CALI” LYRIC. I UNDERSTAND THAT THE CONSIGNORS WOULD BE WILLING TO SELL THE LYRIC FOR \$12,000 IF MR. HENLEY HAS INTEREST.”

39. On or about May 5, 2015, defendant CRAIG INCIARDI forwarded to defendant EDWARD KOSINSKI an email from Sotheby’s Employee 2 that included a private sale agreement for 13 pages of Don Henley’s developmental lyrics to the song Hotel California.

40. On or about May 5, 2015, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 in response to the email described in paragraph 39 that read in part and substance:

“I WILL READ IT OVER AND ALSO SEND IT TO ED WHO WILL FORWARD IT TO HIS ATTORNEY.”

41. In or about May 2015, defendants CRAIG INCIARDI and EDWARD KOSINSKI delivered to Sotheby's Auction House 13 pages of Don Henley's developmental lyrics to the song Hotel California.

42. On or about May 11, 2015, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“JUST CHECKING IN TO SEE IF YOUR CLIENT HAS SEEN THE HOTEL CALF [SIC] YET. LOOKING FORWARD TO HEARING FROM YOU.”

43. On or about May 11, 2015, defendant CRAIG INCIARDI forwarded to defendant EDWARD KOSINSKI an email from Sotheby's Employee 2 that read in part and substance:

“HEY CRAIG, NO, HE HASN'T AS I WE [SIC] NEED THE SIGNED CONTRACT BACK BEFORE I CAN SHOW HIM. HAVE YOU SENT THAT BACK?”

44. On or about May 11, 2015, in response to the May 11, 2015 email described in paragraph 43 from Sotheby's Employee 2, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“THANKS. I WILL SPEAK WITH ED AND SEE WHERE THE ATTORNEY IS AT WITH IT.”

45. On or about May 11, 2015, defendant CRAIG INCIARDI discussed with defendant EDWARD KOSINSKI the proposed private sale agreement with Sotheby's Auction House.

46. On or about May 11, 2015, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“THE AGREEMENT IS FINE THE WAY IT IS. PLEASE JUST ADD ED'S NAME AND WE ARE GOOD TO GO.”

47. On or about May 18, 2015, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“I WANTED TO CONFIRM YOU RECEIVED BACK THE SIGNED CONTRACT.”

48. Between on or about May 18, 2015, and on or about July 8, 2015, defendant CRAIG INCIARDI repeatedly contacted Sotheby's Employee 2 inquiring about Sotheby's efforts to privately sell the 13 pages of Don Henley's developmental lyrics to the song Hotel California.

49. On or about September 30, 2015, defendant EDWARD KOSINSKI sent an email to Sotheby's Employee 2 that read in part and substance:

“CRAIG ALSO SAID YOU HAVE THE EAGLES LYRICS, IF YOU DON'T THINK YOU CAN DO ANYTHING WITH THE EAGLES . . . LYRICS I WOULD LIKE TO PICK THEM UP.”

50. In or about October 2015, defendants CRAIG INCIARDI and EDWARD KOSINSKI retrieved from Sotheby's Auction House 13 pages of Don Henley's developmental lyrics to the song Hotel California.

51. In or about October 2015, defendant CRAIG INCIARDI spoke with an employee of Christie's Auction House known to the grand jury, hereinafter “Christie's Employee,” proposing a private sale by Christie's Auction House of the 13 pages of Don Henley's developmental lyrics to the song Hotel California.



52. On or about October 29, 2015, defendant CRAIG INCIARDI sent an email to Christie's Employee that read in part and substance:

“ARE YOU OR SOMEBODY FROM YOUR DEPARTMENT AVAILABLE THIS AFTERNOON? I WOULD LIKE TO DROP OFF THE HOTEL CALIFORNIA MANUSCRIPT. I COULD BE THERE ANYTIME BETWEEN 2:30 PM AND 5:30 PM.”

53. On or about October 29, 2015, defendant CRAIG INCIARDI delivered to Christie's Auction House 13 pages of Don Henley's developmental lyrics to the song Hotel California.

54. On or about November 13, 2015, defendant CRAIG INCIARDI forwarded an email exchange between CRAIG INCIARDI and Christie's Employee to defendant EDWARD KOSINSKI that discussed the terms of the private sale.

55. On or about November 19, 2015, defendant CRAIG INCIARDI sent an email to Christie's Employee that read in part and substance:

“I HAVE SIGNED THE AGREEMENT. ARE YOU AVAILABLE THIS MORNING? I CAN DROP IT OFF TO YOU.”

56. On or about December 13, 2015, defendant CRAIG INCIARDI forwarded an email from Christie's Employee to defendant EDWARD

KOSINSKI requesting, in substance, information regarding the provenance of the 13 pages of Don Henley's developmental lyrics to the song Hotel California.

57. On or about December 13, 2015, in response to the December 13, 2015 email from Christie's Employee described in paragraph 56, defendant CRAIG INCIARDI sent an email to Christie's Employee that read in part and substance:

“THIS LOOKS GREAT! PROVENANCE IS [INDIVIDUAL 1] WHO WORKED ON A BOOK AROUND 1980 ABOUT THE EAGLES THAT WAS NEVER PUBLISHED. HE WORKED CLOSELY WITH THE BAND AT THE TIME. THERE IS ANOTHER DRAFT THAT IS NOT NEARLY AS IMPRESSIVE, APPROX 3-4 PAGES THAT WAS SOLD BY THE DEALER THAT I PURCHASED IT FROM. THANKS FOR GETTING THIS TO ME IN A WEEKEND. LET'S DISCUSS TOMORROW.”

58. On or about January 4, 2016, defendant CRAIG INCIARDI sent an email to Christie's Employee that read in part and substance:

“I WOULD LIKE TO COME BY TOMORROW AND PICK UP THE EAGLES MANUSCRIPT.”

59. On or about January 4, 2016, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“I AM PLANNING TO DROP OFF THE EAGLES MANUSCRIPT TOMORROW AFTERNOON. IT WOULD BE GREAT IF YOU WERE AVAILABLE FOR A FEW MINUTES WHEN I AM THERE.”

60. On or about January 5, 2016, defendant CRAIG INCIARDI retrieved from Christie's Auction House 13 pages of Don Henley's developmental lyrics to the song Hotel California.

61. On or about January 5, 2016, defendant CRAIG INCIARDI delivered to Sotheby's Auction House 13 pages of Don Henley's developmental lyrics to the song Hotel California.

62. On or about January 6, 2016, in response to an email from a Sotheby's Auction House employee, whose name is known to the Grand Jury, hereinafter “Sotheby's Employee 3,” that contained a revised private sale contract for 13 pages of Don Henley's developmental lyrics to the song Hotel California and requested defendant CRAIG INCIARDI's signature, defendant CRAIG INCIARDI sent an email to [Sotheby's Employee 3] that read in part and substance:

“I WILL MESSENGER IT OVER TO YOU THIS AFTERNOON.”

63. On January 29, 2016, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“JUST CHECKING IN TO SEE IF THERE'S ANY ACTION YET ON THE PRIVATE SALE FRONT.”

64. On or about February 18, 2016, in response to an email from Sotheby's Employee 2 that read in part and substance:

“I HAVE A CONFERENCE CALL ON THIS ON MONDAY, FOR ONE POTENTIAL, BUT.... THIS IS THE SAME BATCH THAT ONE PAGE WAS SOLD FROM, WITH [INDIVIDUAL 1] PROVENANCE? AND IRVING A GOT NASTY? THE NEW CEO IS FRIENDLY IRVING A [SIC] AND THAT IS A POTENTIAL HEADACHE IT SEEMS, EVEN IF HENLEY SET THE PRECEDENT WITH BUYING BACK THE ONE PAGE,”

defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“YES, SAME PROVENANCE. LET'S DISCUSS.”

65. On or about February 18, 2016, defendant CRAIG INCIARDI forwarded a February 18, 2016 email from Sotheby's Employee 2 described in paragraph 64 to defendant EDWARD KOSINSKI.

66. On or about May 5, 2016, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“JUST CHECKING IN TO SEE IF YOU HAVE SPOKEN TO [GHRR ATTORNEY] RE EAGLES LYRIC. WE ARE EAGER TO MOVE FORWARD WITH PUTTING IT IN THE NOVEMBER SALE.”

67. On June 30, 2016, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“I AM GOING TO OFFER EAGLES MSS [SIC] TO A PRIVATE NEXT WEEK. JUST WANTED TO LET YOU KNOW.”

68. On August 4, 2016, defendant CRAIG INCIARDI sent an email to Sotheby's Employee 2 that read in part and substance:

“ED AND I WILL COME OVER ON TUES AT 11:00 AM TO MEET WITH YOU AND WE WITH [SIC] BRING ALL OF THE PROPERTY.”

69. On or about August 9, 2016, defendant EDWARD KOSINSKI signed a consignment agreement with Sotheby's Auction House for the 13 pages of Don Henley's developmental lyrics to the song Hotel California.

70. On or about December 1, 2016, defendant EDWARD KOSINSKI sent an email to Sotheby's Employee 2 that read in part and substance:

“REGARDING ‘HOTEL’ SOTHEBY’S KNEW THERE WOULD BE THIS PROBLEM TO CONTEND WITH. YOU REALLY WANTED THE LYRIC FOR THE AUCTION KNOWING ALL THE CIRCUMSTANCES AND TOLD CRAIG AND I ‘SOTHEBYS [SIC] WOULD DEFEND ANY ISSUES.’ [GHRR ATTORNEY] WILL DO WHAT HE CAN BUT IT IS IMPORTANT SOTHEBYS [SIC] STANDS STRONG WITH [GHRR ATTORNEY], NO WAVERING. THERE IS A POSSIBILITY THAT HENLEY WILL OFFER TO BUY THE LYRIC OR TRY AND WORK A DEAL, WE WILL DEAL WITH THAT IF IT ARISES.”

71. On or about December 2, 2016, defendant EDWARD KOSINSKI sent an email to Sotheby's Employee 2 that read in part and substance:

“[GHRR ATTORNEY] SPOKE TO THE ATTORNEY FOR THE EAGLES. IT WENT WELL. THE [GHRR ATTORNEY] WAS ABLE MAKE [SIC] A STRONG CASE FOR US AND REFUTE ALL THE CLAIMS. DON HENLEY STILL WANTS THIS BACK AND [GHRR ATTORNEY] THINKS THEY WILL STILL BE AGGRESSIVE WITH SOTHEBY’S BUT THEY KNOW WE HAVE A STRONGER CASE. PLEASE DO NOT TELL ANY POTENTIAL BIDDERS THAT HENLEYS [SIC] ATTORNEYS ARE INQUIRING ABOUT THE LYRICS. ALL OF THESE MATTERS ARE PRIVATE AND I WISH TO KEEP THEM THAT WAY.”

72. On or about December 2, 2016, defendant CRAIG INCIARDI sent an email to a fourth Sotheby's Auction House employee, whose name is known to the Grand Jury, that read in part and substance:

“AS ED DISCUSSED WITH YOU, I AM A PARTNER WITH HIM ON THE ‘HOTEL CALIFORNIA’ MANUSCRIPT. ED AND I ARE VERY UPSET WITH THE WAY THINGS ARE BEING HANDLED. WE WERE ASSURED BY [SOTHEBY’S EMPLOYEE 2] THAT SOTHEBY’S WAS COMPLETELY PREPARED TO DEAL WITH ANY CLAIMS THAT MIGHT COME ABOUT. WE HAD WANTED TO SELL THE LYRIC AS A PRIVATE SALE AND [SOTHEBY’S EMPLOYEE 2] CONVINCED US TO PUT IT IN THE AUCTION. NOW, SOTHEBY’S LEGAL DEPARTMENT SEEMS TO BE THROWING US UNDER THE BUS. ANYTHING THAT YOU CAN DO TO HELP WOULD BE HUGELY APPRECIATED.”

73. Between on or about March 28, 2012, and on or about December 16, 2016, defendants CRAIG INCIARDI and EDWARD KOSINSKI possessed the 13 pages of Don Henley’s developmental lyrics to the song Hotel California.

74. On or about February 22, 2017, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“YOU IN GOOD HEALTH? I’VE BEEN IN COMMUNICATION WITH A DA IN NYC WHO IS LOOKING IN TO [SIC] THE MATTER OF THE EAGLES LYRIC SHEETS. LIKE THE RUSTY PENNY THAT NEVER GOES AWAY. I THINK THE TIME HAS COME TO IDENTIFY THE PERSON WHO GAVE YOU TABLET [SIC]. 40 PLUS YEARS HAVE ELAPSED. I DON’T THINK THERE’S ANY DOWNSIDE TO NAMING THE SOURCE OF THE PAPERS BUT I WORRY THAT IF WE DON’T THIS WILL DRAG ON INDEFINITELY. BACK IN 2012 YOU SAID YOU WEREN’T EVEN SURE THE PERSON WAS STILL ALIVE. IN AN EARLIER COMMUNICATION YOU ONCE SUGGESTED FREY WAS THE PERSON FROM WHOM YOU GOT THE DOCUMENT. IF FREY, HE, ALAS, IS DEAD AND IDENTIFYING HIM AS THE THE [SIC] SOURCE WOULD MAKE THIS GO AWAY ONCE AND FOR ALL. YOUR THOUGHTS, PLEASE?”

75. On or about February 23, 2017, in response to an email from Individual 1 that read in part and substance:

“WE SHOULD HAVE A TALK OVER THE PHONE,”

defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“SEND ME YOUR NUMBER.”

76. On or about February 23, 2017, defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

"WILL RING SOON. THINK THERE'S A SIMPLE SOLUTION."



77. On or about February 26, 2017, in response to an email from Individual 1 that read in part and substance:

“BEEN PONDERING OUR RECENT CONVERSATIONS. I’M NOT SURE WHAT THE GOAL IS—AS I UNDERSTAND IT THERE IS ONE LYRIC TEXT AT ISSUE? WHICH WAS PUT UP FOR AUCTION IN DECEMBER OF 2016? THEN WITHDRAWN[.] AND IT’S “LOCKED UP” IN A SAFE OR SECURE PLACE AT SOTHEBY’S[.] SO, THE GOAL NOW IS TO TRANSFER IT TO HENLEY? OR TO ALLOW IT TO BE AUCTIONED AT SOTHEBY’S?”

defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“NO. ALL YOU AND I CARE ABOUT IS CHAIN OF TRANSMISSION. FREY TO YOU; YOU TO ME. AND THE REST OF THE FOLKS CAN FIGHT. BUT ONCE YOU IDENTIFY GF AS THE SOURCE OF THE TABLET YOU AND I ARE OUT OF THIS PICTURE FOR GOOD. ALL [SIC] WANT FROM YOU IS A SHORT NOTE STATING THAT YOU RECEIVED THE LYRIC SHEETS AND LOTS OF OTHER MATERIAL FOR YOUR BOOK FROM MR. FREY. I CAN HANDLE THE REST.”

78. On or about February 27, 2017, in response to an email from Individual 1 that read in part and substance:

“DURING 1979 I WAS RESEARCHING AND WRITING A HISTORY OF THE BAND, THE EAGLES. I ASKED GLENN FREY, A LONG TIME [SIC] FRIEND, WHO HAD BROUGHT ME INTO THE PROJECT, FOR SOME EXAMPLES OF SONGWRITING. HE SUPPLIED SOME LYRIC SHEETS FOR SOME SONGS AND VOLUMINOUS OTHER MATERIAL ON THE HISTORY OF THE BAND,”

defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“GOOD. ARE YOU AT EASE ADDING A SINGLE SHORT SENTENCE STATING THAT GF NEVER ONCE RAISED THE SUBJECT OF ANY MATERIAL HE PASSED ALONG FOR RESEARCH HAD TO BE RETURNED?”

79. On or about February 27, 2017, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“I THINK IT WOULD BE GOOD IF WE TALKED.”

80. On or about February 27, 2017, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“LETS [SIC] GET TOGETHER NEXT WEEK WHEN YOU'RE BACK. YOU KNOW WHAT'S HAPPENING DOWNTOWN?”

81. On or about February 27, 2017, defendant GLENN HOROWITZ sent an email to defendant CRAIG INCIARDI that read in part and substance:

“CALL ME AT [TELEPHONE NUMBER]. 2 MINUTE CALL.”

82. On or about March 16, 2017, defendant GLENN HOROWITZ forwarded an email from Individual 1 dated April 22, 2005, to Individual 1, that read in part and substance:

“AS FOR THE EAGLES, I ACQUIRED THE NOTEBOOKS EXACTLY AS I TOLD JOHN. I WAS STAYING AT HENLEY’S PLACE IN MALIBU, AND HAD TOTAL ACCESS TO HIS BOXES OF STUFF, AND THERE WAS A LOT, AND I COMPILED A BOX OF FILES I WANTED AND HIS ASSISTANT MAILED THEM TO ME. HOWEVER, HENLEY IS VERY AGGRESSIVE AND CAN BE QUITE ANGRY, AND MIGHT CONCEIVABLY BE UPSET IF IT GETS OUT THAT THESE WERE SOLD. SO, MAYBE WE DON’T WANT TO SELL THEM AT ALL?”

with the accompanying text:

“PLEASE REVIEW THIS. THIS IS THE EARLIEST ITEM IN MY EMAIL ARCHIVE ABOUT THE EAGLES PIECE. IT CONTRADICTS WHAT YOU SENT ME ABOUT FREY. WERE YOU PROTECTING FREY WHILE HE WAS ALIVE? I’M MEETING WITH THE DA TOMORROW. I HAVE NO PROBLEM IF FREY’S PRIVACY FROM HENLEY’S INTRUSIVENESS WAS BEHIND THIS STATEMENT IN 05 BUT WANT TO MAKE CERTAIN I’M ON FIRM FOOTING IF I MAKE THAT ARGUMENT.”

83. On or about March 16, 2017, in response to an email from Individual 1 that read in part and substance:

“I WAS SHIELDING FREY,”

defendant GLENN HOROWITZ sent an email to Individual 1 that read in part and substance:

“OK. ON THE JOB.”

84. On or about March 17, 2017, defendant GLENN HOROWITZ stated in substance to representatives of the New York County District Attorney’s Office, including a paralegal known to the Grand Jury, that defendant GLENN HOROWITZ had acquired “tablets” containing developmental Eagles materials from Individual 1 and had sold all of them. Defendant GLENN HOROWITZ further stated in substance that: the “tablets” were written in both Don Henley’s and Glenn Frey’s handwriting; Individual 1 claimed to have obtained the “tablets” from Glenn Frey; and Individual 1 had claimed that Individual 1 had not previously identified Glenn Frey as the source of the “tablets” because Individual 1 was protecting Glenn Frey.

85. Between on or about March 28, 2012, and on or about May 15, 2019, defendants CRAIG INCIARDI and EDWARD KOSINSKI possessed the approximately 84 pages of developmental lyrics to songs from the Eagles album Hotel California.

86. Between on or about March 28, 2012, and on or about October 2019, defendants CRAIG INCIARDI and EDWARD KOSINSKI possessed the developmental lyrics to the song Life in the Fast Lane.

ALVIN L. BRAGG, JR.  
District Attorney



No.

THE PEOPLE OF THE STATE OF NEW YORK

-against-

GLENN HOROWITZ  
CRAIG INCIARDI,  
EDWARD KOSINSKI,

Defendants.

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INDICTMENT

CRIMINAL POSSESSION OF STOLEN PROPERTY IN THE FIRST DEGREE, P.L. §165.54 - DEFS. C. Inciardi, E. Kosinski  
AN ATTEMPT TO COMMIT THE CRIME OF CRIMINAL POSSESSION OF STOLEN PROPERTY IN THE FIRST DEGREE, P.L.  
§§110/165.54 - DEF. G. Horowitz  
HINDERING PROSECUTION IN THE SECOND DEGREE, P.L. §205.60, 2 Cts - DEF. G. Horowitz  
CONSPIRACY IN THE FOURTH DEGREE, P.L. §105.10(1)

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ALVIN L. BRAGG, JR., District Attorney

A True Bill

Aaron Ginandes, Nicholas Penfold, Samuel Goldfine  
Trial Bureau 80

Foreman